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# AGENDA

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

***TUESDAY, APRIL 11, 2023 - 10:00 AM***

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

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

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

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

A) March 28, 2023, Public Hearing Minutes

B) March 28, 2023, Regular Session Minutes

4. **Approval of Bills**

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

B) Payroll

3

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

5. **Block Party Permit**

A) 3700 Block of 61st Court

20

6. **Report**

A) Collector's Office Report & Revenue Summary

21

**7. Ordinances**

- A) An Ordinance Temporarily Extending The Town Hall Hours To Saturdays To Provide Additional time For Residents To Renew Vehicle Stickers For The Town of Cicero, County Of Cook, State Of Illinois. 26
- B) An Ordinance Authorizing And Approving The Purchase Of A Generator For The Town of Cicero, County Of Cook, State Of Illinois. 31
- C) An Ordinance Authorizing The Execution Of An Intergovernmental Agreement By And Between The Town Of Cicero And Morton Community College District 527 For The Provision Of Emergency Response Communications And Dispatching Services For The Town of Cicero, County Of Cook, State Of Illinois. 41

**8. Resolutions**

- A) A Resolution Authorizing The Execution Of The Federal Fiscal Year 2023 Certifications And Assurances For FTA Assistance Programs For The Town of Cicero, County Of Cook, State Of Illinois. 59
- B) A Resolution Authorizing And Approving An Application For Grant Funding From The Federal Emergency Management Agency For The Town of Cicero, County Of Cook, State Of Illinois. 88
- C) A Resolution Authorizing And Approving A Certain Invoice From Lyons & Pinner Electric Companies, Inc. For Emergency Repair Services Provided To The Town of Cicero, County Of Cook, State Of Illinois. 108
- D) A Resolution Authorizing And Approving The Purchase Of Chairs For The Town of Cicero, County Of Cook, State Of Illinois. 117
- E) A Resolution Authorizing And Approving A Certain Quote From Altorfer Power Systems For The Purchase Of Light Towers For The Town of Cicero, County Of Cook, State Of Illinois. 128
- F) A Resolution Authorizing And Approving A Certain Quote From O'Leary's Contractors Equipment and Supply For The Purchase Of Sign Boards For The Town of Cicero, County Of Cook, State Of Illinois. 138
- G) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Vica JV., LLC To Provide Services ToThe Town of Cicero, County Of Cook, State Of Illinois. 146

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

**10. Adjournment**

HUMAN RESOURCES

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CORPORATE

06/12/1984 REITZ, FRANCES, F  
 06/16/1988 CHAVARRIA, GLORIA  
 10/15/1988 WOLFF, JANICE, L  
 03/01/1989 KULAGA, BRIAN, JOSEPH  
 07/03/1989 JELIC, SAM  
 09/01/1989 MENDEZ, ELIZABETH  
 09/18/1989 MANETTI, LIDO, JR  
 09/04/1990 BARNETT, MICHAEL, W  
 10/16/1990 MILLER, JOHN, S  
 03/01/1991 TESAR, EDWARD  
 05/20/1991 ESPOSITO, ROSEMARIE  
 06/01/1992 KOTECKI, JIMMY  
 06/07/1992 WOOD, JAMES  
 04/26/1993 BAILEY, NANCY  
 12/15/1993 SANCHEZ, EDNA, M  
 11/16/1994 POROD, KARYN  
 01/17/1995 STELLA, RAMONA  
 08/29/1995 PUNZO ARIAS, MARIA, A  
 02/01/1996 MAVRINAC, DAVID, W  
 04/16/1996 GALVAN, ARMANDO, A, JR  
 04/16/1996 KANE, FRANK, J  
 08/21/1996 KOSENECKY, JAMES, J  
 10/28/1996 RIOS, SYLVIA  
 02/16/1997 LYTTEK, PAUL, F  
 02/16/1997 RUTKA, PHILIP  
 03/03/1997 GUZMAN, PATRICIA  
 04/07/1997 VIRRUSO, JOSEPH  
 05/20/1997 MOSCINSKI, NANCY, A  
 06/16/1997 JARAMILLO, JESSICA, A  
 07/16/1997 DEGANUTTI, JOHN, J  
 09/15/1997 WINES, ANDRE  
 10/06/1997 JIMENEZ, MIGUEL, A  
 10/06/1997 ROLEWICZ, TIMOTHY, J  
 10/27/1997 DELONG, WHITNEY, A  
 01/09/1998 DIAZ LUNA, FRANCISCO  
 02/18/1998 TORRES, MARICELA  
 02/19/1998 MARINO, NICHOLAS  
 05/01/1998 RIVERA, SAUL  
 06/08/1998 ROBERSON, ALBA  
 06/09/1998 WIECZOREK, LISA  
 06/15/1998 SANTIAGO, PRISCILLA  
 08/07/1998 MONTES DE OCA, GIOVANNI  
 09/08/1998 FITHIAN, GREGORY, S  
 09/15/1998 ESPOSITO, PATRICIA, L  
 10/01/1998 JOSEPH, JEFFREY  
 10/05/1998 PELIKAN, DONALD, J  
 10/16/1998 FIORE, STEPHEN, A  
 10/16/1998 PENZKOFER, JEFFREY, M  
 11/24/1998 VELAZQUEZ, MANUEL  
 01/04/1999 KOSENECKY, RHONDA, ANN  
 03/22/1999 MARTINEZ, JOSE, ANGEL  
 06/14/1999 MELENDEZ, JACQUELINE  
 07/27/1999 DRAKULICH, LOUIS  
 07/27/1999 GILPIN, JENNIFER

HUMAN RESOURCES

DATE 4/06/23  
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CORPORATE  
07/27/1999 RAMIREZ, MATHEW, E  
10/11/1999 WOOD, ALISHA, A  
04/11/2000 CAVA, JOHN  
04/25/2000 ACEVEZ, ELIZABETH  
04/25/2000 PACIONE, VITO, A  
04/25/2000 WOJTOWICZ, CHRISTOPHER, M  
06/05/2000 JOHNSON, MICHELE, L  
06/13/2000 PINA, RICARDO  
06/27/2000 SOCHACKI, JONATHAN  
07/12/2000 MIKOLAJEWSKI, DEBORAH, A  
09/12/2000 CHLADA, RYAN, A  
10/23/2000 VANPRATT, GUSTAVO, E  
10/30/2000 ALMENDAREZ, FRANCISCO  
10/30/2000 DICOSTANZO, FRANK  
11/01/2000 PEREZ, RUBEN  
01/12/2001 HERNANDEZ, FRANCELIA  
03/08/2001 MANIGLIA, MICHELE  
03/27/2001 DELAFUENTE, ARTURO  
03/27/2001 VERA, EDGAR  
03/28/2001 CHAVEZ, VERONICA, G  
03/28/2001 MCKEE, MICHAEL, B  
03/28/2001 NEAL, MERRIE, E  
04/06/2001 MCCANN, THOMAS, W  
04/06/2001 NUNEZ, FELIPE  
05/30/2001 DOMINICK, DEREK  
06/05/2001 GUTIERREZ, LILLIAN, J  
06/18/2001 SALAZAR, LAURA  
06/20/2001 RAYGOZA FERNANDEZ, ROSALBA  
07/10/2001 WALSH, JOHN, J  
09/17/2001 RODRIGUEZ, MANUEL  
09/25/2001 ANDRADE, MARCOS, R  
09/25/2001 ANDRADE, MARIA, G  
09/25/2001 VASSOS, CONSTANTINE, A  
09/29/2001 SKODA, BARTHOLOMEW, A  
10/04/2001 HERNANDEZ, JESSE  
11/13/2001 LEUZZI, DAVID, A  
11/16/2001 RUAN, JESUS  
11/30/2001 STOCKSTILL, STEVEN, M, SR  
12/17/2001 CARROLL, MAUREEN  
02/26/2002 SANTORO, THOMAS, J  
03/08/2002 FOLTZ, CHRISTOPHER, W  
03/11/2002 FLORES, MARIA, D  
04/05/2002 MACIAS, JACOBO, A  
04/05/2002 MACIAS, RAYMOND, A  
06/11/2002 GARCIA, MARTHA, P  
07/15/2002 MICHAELS, ANDREW, J  
08/05/2002 CHLADA GALARZA, NICOLE, M  
08/26/2002 FRAIRE, MICHELLE, M  
08/26/2002 KOSIROG, PATRICIA, ANN  
09/09/2002 TYLKA, TIM, J  
09/18/2002 AMIGON, MARIA  
09/18/2002 OLVERA, ARACELI  
09/24/2002 SKIDMORE, MICHAEL, W  
10/01/2002 MENDOZA, ARACELI

HUMAN RESOURCES

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EMPLOYEES BY

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CORPORATE

10/18/2002 LOPEZ, LUIS  
 11/18/2002 SAUCEDO, JAIME  
 02/05/2003 ESCABI, MARISOL  
 02/08/2003 COUCH, ALICE, L  
 02/08/2003 MUSIAL, LISA, V  
 02/08/2003 PRENDERGAST, GINA, V  
 02/21/2003 CASTRO, VICTOR  
 03/17/2003 SWIATEK, DONNA  
 04/28/2003 ALVAREZ, JOSE  
 06/02/2003 CERVANTES, ANTONIO  
 06/10/2003 MORAVEC, RON  
 06/10/2003 NAVARRO, LETICIA  
 06/18/2003 PINA, ALEJANDRO  
 06/25/2003 BAUSONE, MARK, D  
 06/30/2003 UPDYKE, CYNTHIA, J  
 08/22/2003 POLASHEK, THEODORE, J  
 08/22/2003 SAMMON, PATRICK, J  
 08/25/2003 GUERRERO, MAGDALENA  
 09/09/2003 SANTANA, LORRAINE  
 09/23/2003 ERICKSON, BRADLEY  
 09/23/2003 GALARZA, WALBERTO  
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 10/01/2003 RANGEL, CRUZ, G  
 10/09/2003 COMAS, BENJAMIN  
 11/25/2003 GUIDO, LOUIS  
 01/28/2004 TERRACINO, JAMES, E  
 05/03/2004 VALENCIA, LESLIE, G  
 09/14/2004 BARRERA, ELIZABETH  
 10/01/2004 AVILA, LEONARDINE  
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 02/01/2005 LARA, GERARDO  
 02/08/2005 CALDERON, JOSE, J  
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 08/29/2005 HIGGINS, TERRY, L  
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 09/01/2005 ROCHER, SERGE  
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 09/19/2005 MUNOZ, EDUARDO, T  
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 01/10/2007 SCIMONE, NINO, J

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CORPORATE

02/13/2007 GARCIA, ANTHONY  
 02/20/2007 REYES, JUAN, A  
 02/27/2007 PINEDA, MARIA, C  
 03/20/2007 GARCIA, VICTOR, A  
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 03/20/2007 RASCHKE, BRIAN  
 05/06/2007 GATTO, DOMINICK  
 05/06/2007 HARRIS, BARBARA  
 05/06/2007 HUNTER, ELVIRA, M  
 05/06/2007 MANGIA, VLASTA  
 05/06/2007 POROD, ERIC  
 05/06/2007 THOMAS, JEANINE  
 05/18/2007 NAVARRETE, CLAUDIA  
 05/22/2007 COTTON, CHRISTOPHER, A  
 06/25/2007 ELLIS, AHIME  
 06/26/2007 HEREDIA, ANDRES, JR  
 06/26/2007 PETRUS, JASON  
 07/09/2007 BENDA, MIKE  
 07/09/2007 HILL, JOSHUA  
 07/09/2007 WASICKI, CHRISTOPHER  
 07/12/2007 KRALKA, BAMBI  
 08/01/2007 BETKE, KYLE  
 08/01/2007 MCDONALD, BRIAN  
 08/06/2007 STURDEVANT, PATRICIA  
 08/27/2007 PINEDA, MARIA, E  
 10/22/2007 COUCH, TIFFANY  
 10/26/2007 SANCHEZ, YOLANDA  
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 01/16/2008 TOMASINO, CHRISTOPHER  
 04/14/2008 RUBIO, LAURA  
 04/22/2008 ARLOWSKI, MICHAEL  
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 04/22/2008 LOPEZ, EDDY  
 04/22/2008 ROBINSON, RICHARD  
 04/22/2008 STRUSKA, STEPHEN  
 04/22/2008 ZEPEDA, CESAR  
 05/27/2008 CENTENO, SONIA  
 05/27/2008 POLCHAN, THOMAS  
 05/27/2008 POROD, ROBERT, JR  
 05/27/2008 STURDEVANT, NICOLE  
 05/27/2008 VARGAS, ISMAEL  
 05/28/2008 PEREZ, MARGARITA  
 06/09/2008 RODRIGO SCOFIELD, MARTA  
 06/10/2008 KUSPER, DONALD, JR  
 06/12/2008 CAHUE, JOSE  
 06/19/2008 ARIAS, JOSE, L  
 06/20/2008 MORELOS, ANTONIO, A  
 07/04/2008 SALAS, MARIA  
 07/14/2008 RODRIGUEZ, ANA  
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 08/12/2008 GARCIA, EDUARDO  
 08/12/2008 INGVE, JONATHAN  
 08/12/2008 PATER, RICHARD  
 08/12/2008 PEREZ, RAMON

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CORPORATE

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 09/15/2008 COZZI, KENNETH  
 10/24/2008 SOVA, RICHARD  
 11/03/2008 HERNANDEZ, MARY  
 11/19/2008 CASTELO, FRANCISCO K.  
 11/20/2008 DAVILA, MANUEL  
 11/21/2008 CZARKOWSKI, DAWN  
 01/02/2009 BIZARRO, CECILIA  
 02/13/2009 GIANAKOPOULOS, RONALD, A  
 03/18/2009 PADILLA, ESTELA  
 03/18/2009 TREVINO, ELVIRA  
 03/22/2009 DECHICIO, MICHAEL  
 05/04/2009 MLADEK, BRIAN  
 06/01/2009 MANIADAKIS, VALIA  
 06/01/2009 PILA, PAMELA  
 06/01/2009 ROSAS, ERIKA  
 06/10/2009 VARGAS, EDDIE  
 07/20/2009 PILA, KIMBERLY  
 09/14/2009 GIOVANNELLI, KATHLEEN  
 09/25/2009 GARCIA, MICHAEL  
 10/01/2009 FELBINGER, RANDY  
 10/01/2009 SANTOS, DANIELLE, M  
 10/05/2009 GONZALEZ, JUANITA  
 12/14/2009 KOLIN, JAKE, E  
 12/14/2009 ROSS, EDWARD  
 12/14/2009 STAHL, MICHAEL  
 12/22/2009 ALEGRIA, MARIO  
 12/22/2009 KOC, PAUL, M  
 01/04/2010 MEDINA, NAOMI, G  
 02/05/2010 MUNOZ, MARIA, G  
 03/08/2010 TOMSCHIN, THOMAS, W  
 03/23/2010 GURROLA, VICTOR  
 03/29/2010 VARGAS, JESUS  
 04/24/2010 PROCENTI, SANTO  
 04/27/2010 DRAGISIC, BRANISLAV  
 04/27/2010 INGVE, ANGIE  
 05/25/2010 MIHALOPOULOS, IOANNIS  
 05/25/2010 SPIZZIRRI JELIC, MARY ELLEN  
 06/17/2010 BORON, SAMANTHA  
 06/24/2010 MIJARES, JACOB  
 07/24/2010 GARCIA, JOSE  
 08/09/2010 GRAZZINI, SUSAN  
 08/11/2010 VARGAS, DAVID  
 10/08/2010 MARTINEZ, ERIKA  
 12/28/2010 LARA, EDGAR  
 12/28/2010 LOPEZ, ROSENDO  
 12/28/2010 OROZCO, SALVADOR  
 01/14/2011 CHAVEZ, MARISELA  
 02/08/2011 NOVINGER, JOSHUA  
 02/08/2011 VERTIN, JOSEPH, M  
 03/08/2011 PAULUCCI, SUZANNE  
 06/01/2011 ORTIZ, WILLIAM, R  
 06/07/2011 RODRIGUEZ, SAMUEL  
 06/14/2011 MORENO, JOVAN



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06/14/2011 WIEST, BRANDON  
06/15/2011 REITZ, REBECCA  
06/28/2011 ADAN, ALI  
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09/19/2011 JOHNSON, TERYL  
09/19/2011 OLSON, ROBERTA  
09/19/2011 REYES, FABIOLA  
10/28/2011 SANCHEZ, ROBERTO  
11/18/2011 GRANT, DARRYL  
11/29/2011 MENDEZ III, HERMAN  
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12/05/2011 MINCH, CLYDE, A  
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03/27/2012 LEUZZI, SHANNON  
03/27/2012 STASIAK, MICHAEL  
03/27/2012 TRAPANI, BRIAN  
05/21/2012 CARROLL-PIERSON, ARIELLE  
05/21/2012 TOVAR, BLANCA  
05/26/2012 PEREZ, ANDRES  
06/05/2012 RAMIREZ, IBETH  
06/11/2012 HERNANDEZ, RAQUEL  
06/11/2012 POOLE, TSHURA, L  
06/12/2012 CAHUE-NAVARETE, JAIME  
06/13/2012 RAMOS, JEANETTE, I  
06/19/2012 WALSH, PATRICIA  
06/20/2012 BORBOR, BEHNAM  
06/20/2012 FLORIO, JOSEPH  
06/20/2012 OWCZAREK, GEORGE  
06/20/2012 SOLIS, GERARDO  
06/27/2012 BERTONE, LAURA  
07/24/2012 KULAGA, MARK, S  
08/20/2012 UNIQUE, ALMA, K  
09/25/2012 BARONA, ARMANDO  
10/09/2012 MORALES, JANET  
10/22/2012 ORTEGA, RUTH  
11/26/2012 COCO-CALDERON, KIMBERLEY  
01/13/2013 ALVARADO, ISMAEL, JR  
01/28/2013 EVERHART, DIANA  
01/31/2013 AVILA, JONATHAN  
02/01/2013 SANCHEZ, ALBERTO  
04/02/2013 BENDA, KENNETH  
04/04/2013 MARQUEZ, ARGELIA  
04/08/2013 LOPEZ, EDDIE, N  
04/08/2013 RAMIREZ, JASON, R  
04/08/2013 VEGA, ALFONSO, JR  
05/28/2013 PIKUL, MARIE  
06/01/2013 AVILES, GRETCHEN, M  
06/01/2013 BAKER, JAMES, F  
06/01/2013 BENEDIKT, ANNA, L  
06/01/2013 CASTELLANOS, ANTONIO  
06/01/2013 ELLIOTT, TETYANA  
06/01/2013 MORALES, VERONICA, F

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CORPORATE

06/01/2013 OWCZAREK, GERALDINE  
 06/01/2013 PILA, LORI, M  
 06/10/2013 AGUILAR, ISABEL  
 06/10/2013 GALVEZ RODRIGUEZ, JOSE  
 06/10/2013 SWEATMAN, TONI, C  
 06/17/2013 ACOSTA, EDUARDO  
 06/17/2013 GARCIA, MARLENE, M  
 06/17/2013 MEDINA, GRISELDA  
 06/17/2013 RODRIGUEZ, THOMAS, M  
 06/17/2013 UJEK, DONALD, J  
 07/08/2013 ALVAREZ, JAIME  
 07/08/2013 GASCA, ADRIAN  
 07/08/2013 LUCZAK, MARK, D  
 07/08/2013 MADDEN, WILLIAM, T  
 07/08/2013 MCSHANE, SCOTT, C  
 07/08/2013 RUEDA, ALEJANDRO  
 07/08/2013 SANCHEZ, JOSE, R  
 07/08/2013 SANDOVAL, VICTOR, M  
 10/01/2013 MARTINEZ, MIGUEL  
 10/07/2013 DIMITROPOULOS, CAMILLE, C  
 10/28/2013 KELLEY, STEVEN, D  
 01/06/2014 DUFFEK, FRANK, J  
 01/06/2014 MARQUEZ, ANDREW  
 01/06/2014 SUMNER, CORINNA  
 01/16/2014 ROBERTSON, DIANE  
 02/25/2014 BARRY, PAUL, O  
 02/25/2014 GRADY, DAVID, R  
 02/25/2014 MEDINA, TIMOTHY, W  
 02/25/2014 SATERNUS, MATTHEW, J  
 02/25/2014 TOKARZ, KENNETH  
 03/26/2014 GARCIA, JUDITH  
 04/22/2014 SWIATOWIEC, JUSTIN, M  
 05/28/2014 GALVEZ, GABRIEL  
 05/28/2014 HERNANDEZ, JAIME, D  
 05/30/2014 CUNDARI, FRANCESCA, A  
 05/30/2014 CUTIC, EDWARD  
 06/01/2014 WOOD, SHELLY  
 06/02/2014 SALGADO, NELIDA  
 06/02/2014 VALDEZ, JUAN, V  
 06/04/2014 PESEK, JEFFRY, A  
 06/04/2014 TWOMEY, DANIEL, M  
 06/09/2014 GUZMAN, ROSARIO, C  
 06/10/2014 DOMINICK, ZACHARY, B  
 06/18/2014 SMITH, ROBERT  
 07/07/2014 ALBA, EDGAR  
 07/07/2014 ARLIS, KEVIN, R  
 07/07/2014 COVARRUBIAS, OSCAAR  
 07/07/2014 GUTIERREZ, ANDY, M  
 07/07/2014 ROWE, HOPETON, O, JR  
 07/09/2014 HRABAK, REID  
 07/09/2014 XERIKOS, ANDY  
 08/13/2014 BROPHY, PATRICK, S  
 08/13/2014 CHICO, ANTHONY, R  
 08/13/2014 CONLEY, GARY, L

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CORPORATE

08/13/2014 LOPRESTI, MATTHEW, J  
 08/13/2014 MAGANA, ANTHONY, L  
 08/13/2014 ZIBUTIS, BENJAMIN, A  
 08/14/2014 D'ANGELO, DOLORES  
 09/03/2014 HRABAK, KIMBERLY  
 09/10/2014 MARCOLINI, JONATHON, W  
 09/10/2014 PEREZ, DANIEL, A  
 09/10/2014 THILL, MATTHEW, A  
 09/15/2014 AVILA, AZUCENA  
 09/22/2014 MUROS, JOSEFINA  
 09/22/2014 QUINONES, MANUEL  
 09/30/2014 GRAJEDA, ARMANDO  
 10/09/2014 ARIAS, CAROLYN  
 10/14/2014 MATTHIS, RICHARD  
 10/17/2014 WOLFF, DANIEL, A  
 11/01/2014 GUZMAN, LLAQUENI  
 11/01/2014 MALICKI, RICHARD  
 11/13/2014 VALERDI, ROCIO  
 01/05/2015 GARCIA, EVELYN  
 01/05/2015 MACIEL, ANTONIA  
 01/05/2015 OPALECKY, MATTHEW  
 01/05/2015 PORRAS, MARGARITO  
 02/13/2015 GRIMALDI, LINDA  
 04/06/2015 VERA, NESTOR  
 05/04/2015 MCDORMAN, PHILIP, A  
 05/11/2015 CURDA, JAMES, M  
 05/11/2015 GINNETTI, MATTHEW  
 05/11/2015 LAYTON, KEVIN, S  
 05/26/2015 ARMENTA, BRENDA  
 05/26/2015 CERVANTES, STEVE  
 06/01/2015 BAUTISTA, ELIAS  
 06/01/2015 HEREDIA, GUADALUPE  
 06/08/2015 GUTIERREZ, ORLANDO  
 06/08/2015 RIVERA, ARNOLDO  
 06/10/2015 ARROYO, IVAN  
 06/10/2015 FLORES, NICOLE  
 10/05/2015 LOPEZ, MARTIN  
 11/02/2015 SOTO, MARTIN  
 11/05/2015 ARMENTA, MARGARITA  
 11/28/2015 BUCIO, MICHAEL  
 11/30/2015 FULARA, ROBERT  
 01/11/2016 RANGEL, GEORGE, A  
 01/11/2016 SERRANO, JOSE, L  
 01/19/2016 CHAVARRY, CARLOS, A  
 04/11/2016 CERVANTES, EFRAIN  
 04/11/2016 RAMOS, REYNOL  
 04/27/2016 GUZMAN, JAIME  
 05/16/2016 DELGADO, ARCADIO  
 05/24/2016 RYAN, MARY RITA  
 05/24/2016 VARGAS, MARIA  
 06/05/2016 BAHOVICH, FRANK  
 06/05/2016 SOLANO, ANTHONY  
 06/06/2016 BAEZ, GIOVANNI  
 06/06/2016 COTTON, BRET

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CORPORATE

06/06/2016 JIMENEZ, JENNIKA  
 06/06/2016 MALDONADO, KAREN  
 06/06/2016 SERRANO, SENOBIO  
 06/07/2016 WOOD, KAYLA  
 06/10/2016 DEPASS, DAVID, W  
 08/15/2016 MANETTI, ZDENKA  
 10/03/2016 CERVANTES, LETICIA  
 10/03/2016 ORTEGA, JUANA, A  
 10/11/2016 GRIGORIO, VERONICA  
 10/25/2016 QUIROGA, SANDRA  
 11/15/2016 MURRAY, LAURA, A  
 11/30/2016 MANGAN, JOHN  
 12/13/2016 MANOUZI, MALIKA  
 12/13/2016 OSTLER, WILLIAM  
 12/23/2016 DOMINICK, DIANA, J  
 01/09/2017 BELLO, BALDO, A  
 01/09/2017 CUCHNA, TAMARA, M  
 01/09/2017 JIMENEZ, JESUS, M  
 01/10/2017 PARRISH, VANESSA, N  
 03/07/2017 NAVIA, GEORGE  
 03/09/2017 BERLANGA, MARICELA  
 04/10/2017 ESPARZA, JULIO, C  
 04/24/2017 CHAVEZ, ANDRES  
 04/24/2017 DIAZ, EDUARDO  
 05/09/2017 POROD, ROBERT, F  
 05/24/2017 IRIZARRY, DANIEL  
 05/24/2017 SAUCEDO, CHRISTOPHER  
 05/31/2017 GALVAN, VINCENT  
 06/02/2017 MARTINEZ, BAILEY  
 06/02/2017 PONCE, JOSE  
 06/05/2017 CHAVARRY, RICHARD  
 06/05/2017 SALGADO, EVELYN  
 06/07/2017 QUIROGA, ADAM  
 06/12/2017 TEJEDA, PRINCESS  
 06/13/2017 WHITE, ROBERT  
 06/14/2017 VARGAS, CARLOS  
 09/06/2017 MCGRAW, ELIUD  
 10/10/2017 CORDOVA, FRANCESLYN, O  
 12/13/2017 TRABANINO, SAMUEL  
 12/13/2017 ZAMORA, IRMA  
 01/08/2018 AGUAYO, AARON  
 01/08/2018 MARTINEZ, MICHAEL  
 02/17/2018 RAYA, BENJAMIN  
 02/28/2018 NAGLE, JOHN  
 03/06/2018 MARLAR, BARRETT  
 04/27/2018 MIDELELL, DANIEL  
 04/27/2018 MULBRANDON, JOEL  
 04/30/2018 LARA, VIOLET  
 05/07/2018 GARCIA, ALEJANDRO  
 05/07/2018 MARTINEZ, ALYXANDRA, L  
 05/07/2018 SALVATO, DAVID, C  
 05/29/2018 JAROSZ, JERRY  
 05/30/2018 CORTES, MARIA  
 05/30/2018 DAVALOS, JUAN, L

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CORPORATE

05/30/2018	MOTA, LUIS
05/30/2018	VILUMIS, MICHAEL
05/30/2018	ZEPEDA, JONATHAN
06/03/2018	BARRIOS, CHRISTIAN
06/03/2018	CASAS, DANIELA
06/03/2018	FLORES MATIAS, ISAAC
06/04/2018	CHAGOYA, EDUARDO
06/04/2018	TAPIA, JAZMIN
06/05/2018	CRUZ DURAN, STEVEN
06/05/2018	SANCHEZ, ALIZAI
06/06/2018	OSORIO, KARINA
06/26/2018	BUSCEMI, ANGELO, D
06/26/2018	LUNA, FERNANDO
06/26/2018	SZCZEPANIAK, MALAKAI
07/20/2018	BLANKENSHIP, KYLE, P
07/30/2018	ALEJANDRO, RUPERTO, JR
07/30/2018	DELGADO, JENO, J
08/01/2018	DAHMS, JUSTIN
08/01/2018	GUTIERREZ, LUIS, M
09/11/2018	HERNANDEZ, OSCAR
09/24/2018	GOMEZ, JOSE, L
09/24/2018	VELAZQUEZ, JHOANNA
09/28/2018	RAY, SHIRLEY
10/01/2018	CANO, JESUS
10/15/2018	GARCIA, ISABEL, I
10/15/2018	LARA, ANA
10/29/2018	RODRIGUEZ, DANIEL, E
11/27/2018	BANCROFT, AMY, E
11/27/2018	PAWELSKI, DONNA, M
11/27/2018	TENBROECK, PERLA, D
12/03/2018	TORO, CHRISTIAN, A
02/12/2019	BANKS, SUSAN, L
02/25/2019	MORENO, JAVIER
02/27/2019	RODRIGUEZ, ANAHI, G
02/28/2019	CIUREJ, JAMES, J
02/28/2019	KRYGSHELD, STEVEN, A
02/28/2019	LEAHY, KEVIN, D
02/28/2019	PHILLIPS, PATRICK, W
02/28/2019	RUTKA, LEONARD, S
03/04/2019	FERNANDEZ, FELIX, JR
05/03/2019	KRAUT, FRANK
05/06/2019	SANCHEZ, RICKY
05/06/2019	TALLEN, DANIEL, M
05/14/2019	DARLING, RICHARD
05/14/2019	DOYLE, MATTHEW, K
05/28/2019	DIAZ, IZEL, E
05/29/2019	GARCIA BANCROFT, JOSHUA
05/29/2019	REZA, EDWIN
05/29/2019	VARGAS, EDWARD
06/17/2019	MALDONADO, ALEJANDRO
06/19/2019	DI GIULIO, PASQUALE
06/24/2019	ROBLEDO, JORGE, JR
07/23/2019	HUGHES, TERENCE, W, II
08/05/2019	HERNANDEZ, OMAR

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CORPORATE

09/03/2019 CARDONA, JAIRO  
 09/03/2019 GUTIERREZ MUNOZ, JUANA, M  
 09/03/2019 MALFEO, ALEXANDER  
 09/03/2019 RODRIGUEZ, SAMUEL  
 09/04/2019 DIAZ, CARLOS, E  
 09/05/2019 GALVEZ, MARIA, C  
 09/09/2019 HAYES, MIA, J  
 09/30/2019 ANDRADE, ANDREW  
 10/21/2019 VAIS, ANTHONY, J  
 11/04/2019 GARZA, FRED  
 11/04/2019 OROZCO, JOSE, L  
 11/18/2019 ESCOBEDO, ALICE  
 11/30/2019 BLOOD, OLIVIA, R  
 12/09/2019 GUERRERO, ANTHONY  
 12/10/2019 CANNOVA, DOMINIC  
 12/14/2019 KUBELKA, DAVID  
 12/18/2019 PAREDES, JOSE  
 01/06/2020 BARAJAS, JOEL  
 01/06/2020 MARTINEZ, LUIS, D  
 01/06/2020 RAMIREZ, EDMOND  
 01/14/2020 HICKMAN, ADAM, D  
 01/27/2020 CERVANTES, DIDIER  
 01/27/2020 RANIERI, NADIA  
 02/04/2020 PAREDES, ANA, L  
 03/10/2020 VAVAL, CHRISTOPHER, M  
 05/26/2020 SERNA, ADRIANA  
 06/06/2020 CUNDARI, CARA, L  
 06/09/2020 EUKOVICH, THOMAS, G  
 06/18/2020 CRUZ, BRIAN  
 06/29/2020 JOHNSON, CORNELIUS  
 07/06/2020 GALLEGOS, MARIA, A  
 07/08/2020 RIVERA, DIEGO, A  
 08/12/2020 OLIVA, VICTOR  
 08/31/2020 QUIROZ, LIO, A  
 09/08/2020 JAIMES, DIEGO  
 09/09/2020 VARGAS PENA, EVENCIO  
 09/14/2020 GONZALEZ, GUSTAVO  
 09/14/2020 KOEHLER, MICHAEL, D  
 09/30/2020 HERNANDEZ, BRANDEN  
 10/27/2020 DOMINICK, DANIELLE  
 12/03/2020 CASTRO, JUAN, M  
 12/07/2020 LAZCANO, GENARO  
 12/07/2020 MURPHY, BRENDAN, R  
 12/07/2020 SCHAEFFER, GRAHAM, P  
 12/07/2020 SICILIANO, JAMES, A  
 01/04/2021 ANGELES, OMAR  
 01/04/2021 BAHENA, FRANCISCO, J  
 01/04/2021 ENRIQUEZ, ADRIAN, M  
 01/04/2021 RAUBA, MARTIN, D  
 01/12/2021 OJEDA, JUAN, C  
 01/13/2021 BUSCEMI, MARISSA, M  
 01/14/2021 RAMIREZ, PERLA, J  
 02/09/2021 SCHWAR, STEPHEN, F  
 03/01/2021 RODRIGUEZ, DANIEL

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CORPORATE

03/08/2021 RAMIREZ, RAMIRO  
 03/15/2021 SETLAK, JESSICA, L  
 03/22/2021 VALDEZ, NINA  
 04/12/2021 AHMAD, ALI  
 04/12/2021 CRANSTON, ROBERT, J  
 04/12/2021 GOCAL, MATTHEW, R  
 04/12/2021 LUPE-CANINO, ANTHONY, A  
 04/12/2021 ROCHKUS, NICHOLAS, A  
 04/12/2021 SCHLUSEMANN, CODY, A  
 04/19/2021 MARQUEZ, ANDREW, R  
 05/03/2021 BANDA, ALONDRA, M  
 05/03/2021 COCTECON, OMAR, D  
 05/03/2021 HARO, KEVIN  
 05/03/2021 HEREDIA, EMANUEL  
 05/03/2021 PACHECO, FRANCIS, M  
 05/10/2021 RIVERA-PEREZ, ANAHID  
 05/10/2021 SOSA, REBECCA  
 06/01/2021 JAIMES, DAVID  
 06/01/2021 MARTINEZ, GILIANNEE, I  
 06/02/2021 REYES, JOSHUA  
 06/03/2021 MARTINEZ, GAEL  
 06/03/2021 MARTINEZ, GARETH, I  
 06/03/2021 NAVAL, JENNIFER  
 06/03/2021 OROZCO, LUIS, D  
 06/04/2021 BARRAGAN, DESTINY, G  
 06/04/2021 BARRAGAN, JASMIN  
 06/04/2021 BUSCEMI, DOMINICK, A  
 06/04/2021 DELGADILLO, BERENISE  
 06/05/2021 SAN PEDRO, EDGAR  
 06/05/2021 SAN PEDRO, LESLIE, G  
 06/06/2021 ROMERO, LUIS, R  
 06/09/2021 MENDEZ, NATHAN, M  
 06/09/2021 RAMIREZ, SAMANTHA  
 06/10/2021 OWCZAREK, JEFFREY, R  
 06/14/2021 AITCHESON, JAMES  
 06/14/2021 AYALA, SALVADOR  
 06/14/2021 MARCOLINI, ZACHARY, A  
 06/16/2021 COBOS, ISIDRO  
 06/19/2021 VIRGEN, JOSE  
 06/28/2021 MACARENO, INAN  
 06/28/2021 MERCADO, ALAN, E  
 06/28/2021 MORALES, BENJAMIN  
 06/28/2021 MORENO, BRYAN  
 07/15/2021 CHAGOYA, JESUS, M  
 07/19/2021 NUNO, GABRIELA  
 08/11/2021 MORRO, GERALD, A  
 08/25/2021 WEBER, SUSAN, M  
 08/29/2021 MEJIA, ANGELICA  
 08/30/2021 DISTOR, SYRON  
 09/01/2021 POLASKI, JAMES, R  
 09/06/2021 SAVAGE, EDWARD  
 09/07/2021 SUMERACKI, LESLEY  
 09/13/2021 GARZA, BRYAN, A  
 09/13/2021 GARZA, KATHIE, M

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CORPORATE

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



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05/02/2022 MATHIS, SKYLAR, P  
 05/02/2022 NOYOLA, PATRICIA  
 05/02/2022 RAMOS, SALVADOR, I  
 05/02/2022 RIZO, LILIANA, L  
 05/02/2022 RIZZO, CARLO, J  
 05/02/2022 RODRIGUEZ, AARON, R  
 05/02/2022 SHAUL, JEREMY, B  
 05/02/2022 SMITH, GLEN  
 05/02/2022 STEPHENS, SHARON, U  
 05/02/2022 WILLIAMS, PAMELA, J  
 05/05/2022 VEGA, JACKLYN  
 05/05/2022 VEGA, JENNIFER  
 05/09/2022 CORNEJO, MARIA, C  
 05/23/2022 RAMOS, ROSALINDA  
 05/24/2022 JIMENEZ, WENDY  
 05/24/2022 SALVINO, CYNTHIA, J  
 05/31/2022 GALLEGOS, MARA, A  
 06/06/2022 MANFRE, RYAN  
 06/08/2022 GONZALEZ, ALEJANDRO  
 06/15/2022 PAIZ, AUSTIN  
 06/21/2022 BONILLA, ANDRES, A  
 06/21/2022 GARCIA, VANESSA  
 06/21/2022 MAYORGA, VALENTINA  
 06/21/2022 SANTOS, SARAH  
 07/11/2022 ALMANZA, MARCY  
 07/11/2022 BAUTISTA, ANTHONY  
 07/11/2022 HEREDIA, AALIYAH  
 07/17/2022 HUITRON, IVAN  
 07/18/2022 MARTINEZ, ROLANDO  
 07/18/2022 MOORE, CHRISTOPHER  
 07/18/2022 REICHENBERGER, NATHAN  
 07/18/2022 TALBOT, NATHANIEL  
 08/15/2022 ARDOLINO, MEGHAN  
 08/15/2022 BUSTAMANTE, JAZMIN  
 08/15/2022 HERRERA, JASMINE  
 08/15/2022 WEINER, SAMANTHA  
 08/15/2022 WILLIS, FELICIA  
 08/25/2022 DIAZ, JESUS  
 08/25/2022 LEWANDOWSKI, NICHOLAS  
 08/25/2022 TAYLOR, JOHNNY  
 08/29/2022 DIAZ, ANTONIO  
 08/29/2022 GARFIAS, SERGIO  
 08/29/2022 GONZALEZ, ERICK  
 08/29/2022 ILLAN, EMMANUEL  
 08/29/2022 MARTINEZ, NICHOLAS  
 08/29/2022 MORENO, ADRIAN  
 08/29/2022 NUNEZ, ALEX  
 08/29/2022 QUIROGA, ANTHONY  
 08/29/2022 WASHINGTON, JADA  
 09/06/2022 GRAJEDA, ROY  
 09/13/2022 SANDOVAL, RUBEN  
 09/15/2022 RABER, ALYSSA  
 09/19/2022 WILLIS, DELISHA  
 10/17/2022 MONTIEL, JOEL

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10/17/2022 PEREZ-VARELA, RAUDEL  
10/17/2022 SPURLOCK, JARROD  
10/24/2022 ARELLANO, FELICIANO, JR  
11/07/2022 SMITH, DANIELLE, M  
11/14/2022 GONZALEZ, OLIVIA  
11/21/2022 MORALES, MARIO  
11/22/2022 BEAN, REBEKKA  
12/08/2022 DIAZ DONATO, LUPITA  
12/12/2022 REYES, ALICIA  
12/14/2022 HUNTER, GEORGE  
12/19/2022 RODRIGUEZ, EDUARDO  
12/19/2022 ROSAS, DIANA  
01/03/2023 CABRERA CERNA, CELIA  
01/09/2023 BRIGGS, SAMANTHA  
01/17/2023 FERNANDEZ, JOHN  
01/23/2023 CAZARES, EMILIO, CHAVIRA  
01/23/2023 HARRIS, THERESA  
01/26/2023 SOTELO, DIEGO  
02/13/2023 VELA, BEANKA  
03/07/2023 RIVAS, MARIA, G  
03/13/2023 DEFRANCISCO, SAM  
03/22/2023 RODRIGUEZ, MARK

Total Employees: 832  
Estimated Payroll Salary: 1,644,338.37

NOTE: Hourly rates not included in estimated payroll salary

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

Total Employees:      32  
 Estimated Payroll Salary:      27,626.18

NOTE: Hourly rates not included in estimated payroll salary

## CICERO BLOCK PARTY APPLICATION/PETITION

PREFERRED DATE FOR THE BLOCK PARTY: Sat. July 22, 2023  
 BACK UP DATES FOR THE BLOCK PARTY: -  
 ORGANIZER'S NAME: Rose Casarito AGE: - (must be at least 21 years old)  
 TELEPHONE NUMBER: [REDACTED] ADDRESS: [REDACTED]  
 ENTERTAINMENT: (circle one) Band  DJ  RADIO

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

**WE, THE RESIDENTS OF THE 3700 BLOCK OF 61 Court REQUEST THE TOWN OF CICERO TO ISSUE A PERMIT TO HOLD A BLOCK PARTY ON 7.22.23 FROM 12:00 P.M. (NOON) TO 7:00 P.M.**

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

ADDRESS (list every address on the block in numerical order)	TELEPHONE NUMBER OF THE HOUSEHOLD	SIGNATURE OF ONE RESIDENT OF THE HOUSEHOLD	DO YOU WANT A BLOCK PARTY ON THE ABOVE DATE? (Mark yes, no, not home or vacant house)
3703 S. 61 Ct	[REDACTED]	[REDACTED]	yes
3701 S. 61 Ct	[REDACTED]	[REDACTED]	yes
3731 S. 41 <sup>st</sup> Ct	[REDACTED]	[REDACTED]	yes
3700 S. 61 Ct	[REDACTED]	[REDACTED]	yes
3700 S. 61 Ct	[REDACTED]	[REDACTED]	yes
3720 S. 61 <sup>st</sup> Ct	[REDACTED]	[REDACTED]	yes
3720 S. 61 Ct	[REDACTED]	[REDACTED]	yes
3708 S. 61 Ct	[REDACTED]	[REDACTED]	yes
3708 S. 61 <sup>st</sup> Ct	[REDACTED]	[REDACTED]	yes
6110 W. 38 <sup>th</sup> St	[REDACTED]	[REDACTED]	yes
6110 W. 38 <sup>th</sup> St	[REDACTED]	[REDACTED]	yes
3701 S. 61 Court	[REDACTED]	[REDACTED]	yes
3703 S. 41 Court	[REDACTED]	[REDACTED]	yes
3705 S. 61 Ct	[REDACTED]	[REDACTED]	yes
3705 South 61 Court	[REDACTED]	[REDACTED]	yes

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

Organizer's Signature: [REDACTED] Date: 4.2.23



# THE TOWN OF CICERO

## Revenue Summary

Date: Wed Mar 1 2023 to Fri Mar 31 2023

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	2513	\$118,851.65
VT	497	\$17,007
Pet License	28	\$5
Misc	86	\$4,300
Business License Fees	102	\$22,621
EL Parking Permit	22	\$905
Gas Tax	22	\$136,255.58
Parking Lot Tax	1	\$2,000
ADMISSION TAX	1	\$8,830.97
CIRCUIT COURT CLERK	3	\$14,730.9
SETTLEMENT OF SUITS	5	\$3,704
RENTAL INCOME	1	\$5,660.5
RTA METRA LOT FEES	1	\$160.74
STATE GRANTS	2	\$5,249.8
REIMBURSMENTS	1	\$1,130
MUNI UTILITY ELECT TAX	1	\$142,119.96
GENERAL ADVERTISING	3	\$3,032.25
Chaffeur License	2	\$50
Special Events	5	\$3,500
Misc	2	\$74
HV	32	\$5,800
AO	92	\$11,900
Dumpster Permit	18	\$400
Building Fee	280	\$30,831
Fine	5	\$1,050
Occ Fee	6	\$1,440
Plumbing Inspection	21	\$3,895
Plan Review Fee	21	\$9,400

Court Recording Fee	4	\$254
Compliance	5	\$900
Electrical Permits	69	\$10,292
Vacant Building Registration	13	\$2,600
Elevator Inspections	31	\$5,735
NSF Fee's	3	\$335
Credit Card Surcharge Fee	1054	\$2,792.27
additional compliance inspection fee	34	\$1,700
Transfer Stamps	55	\$154,890
Escrow	34	\$
Escrow Processing Fee	36	\$3,600
Dog Park Permit	4	\$
Compliance	60	\$7,795
Business License Application	19	\$2,375
Permit - Cell Facility	1	\$5,683
AO Reopening Fee	6	\$500
Reserved Handicap Parking	5	\$200
Municipal Parking Lot Permit	27	\$3,090
		<b>Total Sales: \$757,645.62</b>

PROGRAM RA0960 TRANSACTION JOURNAL  
REPORT SRIOS  
DATE 4/06/23  
TIME 12:25  
HOLD NO  
COPIES 4  
OUTPUT QUEUE P4  
DISTRIBUTION \*NONE

SELECTION OPTIONS  
CASHIER CODE \*ALL  
REVENUE STATION \*ALL  
REVENUE CODE \*ALL  
FROM PAYMENT DATE 3/01/2023  
THRU PAYMENT DATE 3/31/2023  
OPEN-POSTED FOOTED  
RECEIVED FROM OR ACCOUNT # ACCOUNT  
SORT BY REVENUE CODE  
SUMMARY/DETAIL SUMMARY

Town of Cicero IL  
 DATE 4/05/23  
 TIME 12:24:34

R A V E N D E A C C O U N T I N G  
 TRANSACTION JOURNAL

REVENUE CODE	INTERFACING APPLICATION	BANK ACCOUNT	TRANS AMOUNT	TRANS COUNT
002 GAS/FUEL TAX	UT Utilities Billing	AP Acc Pay	18,151.62	7
102 VEHICLE TAGS	UT UtilitiesPay	AP Acc Pay	15,266.00	459
105 BUSINESS LICENSE			28,421.00	102
106 APPLICATION FE-NO RETURNS			2,378.00	19
108 CHAUFFEUR LICENSE			50.00	2
109 PET LICENSE			5.00	28
111 "EL" PARKING PERMITS			825.00	21
128 CREDIT CARD SURCHARGE-CONT USE			2,887.77	1,002
133 RESERVED HANDICAP PARKING			160.00	4
134 PUSH TAX			21,673.40	9
201 ELECTRICAL PERMITS			10,292.00	69
204 BUILDING PERMITS			38,021.00	291
205 PLUMBING PERMITS			5,095.00	21
207 VACANT BLDG REGISTRATION			4,600.00	13
210 DOG PARK PERMITS			.00	4
211 PERMIT - CELL FACILITY			5,403.00	1
212 Municipal Parking Lot Fee			3,050.00	27
301 REAL ESTATE TRANSFER TAX			154,890.00	55
305 DENTAL FEES			5,589.04	9
309 AD REOPENING FEE			500.00	6
402 PARKING VIOLATIONS			109,476.65	2,305
404 ADMINISTRATIVE TICKETS			11,800.00	92
501 CERTIFICATE OF COMPLIANCE			10,395.00	99
601 PARKING LOT TAX			2,000.00	1
651 FOOD SERVICE PERMIT/INSP FEES			200.00	2



TOWN OF GLETON, IL \*\*\*LIVE\*\*\*  
 DATE 4/06/23  
 TIME 12:25:34

REVENUE ACCOUNTING  
 TRANSACTION JOURNAL

REVENUE CODE	INTERFACING APPLICATION	BANK ACCOUNT	TRANS. AMOUNT	TRANS. COUNT
666 SPECIAL EVENTS SPONSORSHIPS	GEMS		3,500.00	5
472 TOWING & STORAGE FEES		AP Acc Pay	71,975.00	33
742 CIRCUIT COURT CLERK	GEMS		2,380.00	2
801 REIMBURSEMENTS	GEMS		2,130.00	1
502 ELEVATOR INSPECTIONS	GEMS		5,735.00	31
906 REGISTRAR'S REPORTS		AP Acc Pay	87.00	4
908 SETTLEMENT OF SUITS	GEMS		3,958.00	9
930 COLL MISC RECEIPTS	GEMS		4,174.00	34
948 PLAN REVIEW FEE	GEMS		9,400.00	21
944 STATE GRANTS	GEMS		5,247.30	2
981 HOUSING COURT JUDGEMENTS	GEMS		5,900.00	32
983 NET MEDICAL SUPPLIES		AP Acc Pay	4,416.96	9
989 PASSPORT FEES		AP Acc Pay	5,850.00	190
991 DUMPSTER FEES	GEMS		400.00	18
996 BUILDING CODE DEPOSITS-ESYCON	GEMS		9,800.00	70
998 NSF FEES - ALL OTHERS	GEMS		205.00	3
EMRG Credit Card Surcharge		AP Acc Pay	13,800.00	2,019
1000 WATER LINE PERMIT		AP Acc Pay	14,200.00	12
TOTALS:			5,274,027.71	16,354

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

**AN ORDINANCE TEMPORARILY EXTENDING THE TOWN HALL HOURS TO SATURDAYS TO PROVIDE ADDITIONAL TIME FOR RESIDENTS TO RENEW VEHICLE STICKERS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

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

WHEREAS, vehicle stickers for residents in the Town are set to expire June 30, 2023; and

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

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

WHEREAS, in order to, among other things, ensure that individuals residing in and working at the Town have ample time to renew their vehicle stickers, the Corporate Authorities have determined that it is advisable and in the best interests of the Town and its residents to temporarily open Town Hall on Saturdays in June 2023 to extend the time period for residents to renew their vehicle stickers as set forth in Section 106-40(b) of the Town Code; and

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

**ARTICLE I.  
IN GENERAL**

**Section 1.00 Incorporation Clause.**

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

**Section 2.00 Purpose.**

The purpose of this Ordinance is to temporarily open Town Hall on the days of June 3, 10, 17, and 24 in the year 2023 from the hours of 9:00 a.m. to 1:00 p.m. to extend the time period for residents to renew their vehicle stickers as set forth in Chapter 106, Section 106-40(b) of the Town Code.

**ARTICLE II.  
PROCEDURES**

**Section 3.00 Procedures.**

The Corporate Authorities hereby authorize the temporary opening of Town Hall on the days of June 3, 10, 17, and 24 in the year 2023 from the hours of 9:00 a.m. to 1:00 p.m.

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

**Section 3.01 Other Actions Authorized.**

The officers, employees, and/or agents of the Town shall take all action necessary or reasonably required to carry out, give effect to, and consummate the purposes contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with these purposes. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the intent of this Ordinance are hereby authorized, approved, and ratified by this reference.

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

**Section 4.00 Headings.**

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

**Section 5.00 Severability.**

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

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

**Section 6.00 Superseder.**

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

**Section 7.00 Publication.**

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

**Section 8.00 Effective Date.**

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

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

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

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

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

**ATTEST:**

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

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

**AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A GENERATOR 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 Maintenance Department (the "Department") ensures that the Town has efficient and operational equipment to meet the needs to employees and residents; and

WHEREAS, to ensure the continued efficient operation of the Department and Town operations, the Department determined that the Town is in need of a generator for festivals and other special events within the Town; and

WHEREAS, the Department recommends the purchase one (1) 100KW Generator (the "Equipment"); and

WHEREAS, Altorfer, Inc. d/b/a Altorfer Power Systems (the "Vendor") provided the Town with a quote for the purchase of the Equipment (the "Quote"), attached hereto and incorporated herein as Exhibit A; and

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

WHEREAS, the Vendor is a state approved vendor for pricing for the Equipment; and

WHEREAS, the Corporate Authorities (as defined below) have determined that it is necessary, advisable, and in the best interests of the Town and its residents to waive any competitive bidding requirement that may be applicable to the purchase of the Equipment by a majority vote; 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 authorize and approve the purchase of the Equipment in accordance with the terms of the Quote;

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

## **ARTICLE I. IN GENERAL**

### **Section 1.00 Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the 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 and approve the purchase of the Equipment from the Vendor in accordance with the terms of the Quote and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.00 Authorization.**

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

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

**Section 4.00 Headings.**

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

**Section 5.00 Severability.**

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

**Section 6.00 Superseder.**

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

**Section 7.00 Publication.**

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

**Section 8.00 Effective Date.**

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

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

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

**ATTEST:**

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

**EXHIBIT A**

# **MEMO**

---

**TO: President Larry Dominick and Board of Trustees**

**FROM: James Wood  
Maintenance Dept.**

**SUBJECT: 100kw Generator Purchase**

**Date: April 3, 2023**

The Maintenance Department is requesting board approval to purchase one 100kw generator from Altorfer CAT. The Town of Cicero is part of Source Well (number 30696) as well as CAT (EP Contract REP 092222), which is a state approved company, meaning bids and pricing has been approved by the state therefore we do not need 3 bids to purchase the items. The purchase will be \$78,500.00. If approved we will have the items prior to the May Fest.

---

Altorfer Cat  
301 S. Mitchell Court  
Addison, IL 60101



Thursday, March 30, 2023

Town of Cicero Maintenance (4120800)  
4949 W. Cermak  
Cicero, IL 60804

Attention: James Wood

Phone: 708 878 2481  
Email: [jwood@thetownofcicero.com](mailto:jwood@thetownofcicero.com)

Quote # WOP22368

Subject: 100kW

Dear, James Wood

Altorfer Power Systems is pleased to offer our services in response to your current need for portable power. Altorfer is a full service provider of Power, Temperature Control & Compressed Air solutions. Please review the following proposal to ensure that I have interpreted your requirements correctly. Thank you for the opportunity to work with your company on this project.

<b>Project Summary:</b>	Purchase of 100kW
<b>Location:</b>	CICERO, IL 60804
<b>Delivery Date:</b>	April 20, 2023
<b>Equipment:</b>	100kW



Equipment Pricing:

ID	Size	Year	Hours	Price
F842	100kW	2021	2087	\$78,000

**Freight Cost from Factory** \$500

**Equipment Notes:**  
Equipment Sold as is

**Quote Provisions**

**Labor**

If requested, additional labor will be \$163.00 per hour, based on normal 7:00 a.m. - 3:30 p.m. . workdays. Please inquire about labor costs for times other than listed above. All after hour's callouts will be subject to a four (4) hour minimum charge at the applicable overtime rate.

**Equipment Preventative Maintenance**

Our diesel-powered equipment requires service at specified intervals that are mandated by the factory. These service intervals occur each 500 hours for 500kW's. Our service department can perform these services for an additional charge.

**Warrantee**

1 Year

**Quote Validity**

Quote to be valid for thirty days from date of proposal. Taxes will apply.

Altorfer Cat  
301 S. Mitchell Court  
Addison, IL 60101

## Quote Acceptance



**Customer** Town of Cicero Maintenance (4120800) CICERO, IL 60804  
**Quote Title** 100kW  
**Quote #** WOP22368  
**Quote Date** March 30, 2023  
**Location** TOWN OF CICERO (4120800)  
Town of Cicero Sourcewell ID #30696  
Cat EP Contract RFP# 092222

**Total Sales Price** \$78,500.00

**Signature** \_\_\_\_\_

**Customer's Purchase Order #:** \_\_\_\_\_

**Name / Date (Printed)** \_\_\_\_\_

Thank you for the opportunity to work with your company. I trust the information provided is sufficient for your review. If there are any points that I can assist with, please feel free to contact me at any time.

Respectfully Submitted,



Weston O'Hagan  
Rental/Used Equipment Sales - Altorfer Power Systems  
(630) 330 1662 phone  
[wes.ohagan@altorfer.com](mailto:wes.ohagan@altorfer.com)





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

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF CICERO AND MORTON COMMUNITY COLLEGE DISTRICT 527 FOR THE PROVISION OF EMERGENCY RESPONSE COMMUNICATIONS AND DISPATCHING 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 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 municipalities; and

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

WHEREAS, there exists an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which governs the terms whereby the Town will provide certain emergency response communications and dispatching services (the "Services")

to Morton Community College District 527 (the "District"); 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 both advisable and in the best interests of the Town and its residents to enter into and approve of the Agreement; 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 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 ORDAINED by the President and Board of Trustees of the Town of Cicero, County of Cook, 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 Agreement whereby the Town will provide the Services to the District, and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Ordinance and to ratify any 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 Agreement, or any modifications thereof, and to ratify 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 Agreement 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 Agreement 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.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

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

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

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

**ATTEST:**

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

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT RE 911 DISPATCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this 29th day of March, 2023 (the "Execution Date"), by and between the TOWN OF CICERO, Cook County, Illinois (herein referred to as "Cicero"), and Morton Community College District 527 (herein referred to as the "District").

**WITNESSETH:**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities which have entered into intergovernmental agreements with Cicero for emergency dispatch services; and

WHEREAS, Cicero and the District are Illinois units of local government; and

WHEREAS, Cicero currently provides public safety dispatching and other customer service support for certain units of government; and

WHEREAS, the District operates its own police department for on-campus law enforcement; and

WHEREAS, Cicero and the District have determined that it would be in their best interests for Cicero to provide public safety dispatch services for the Cicero Fire and Police Departments and for the District's police department through a single dispatch center, namely the Cicero Consolidated Dispatch ("The Center" or the Center"), to create financial and operational efficiencies and work collaboratively in the Cook County region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties as follows:

1. **Recitals incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.

2. **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.

3. **Cicero Public Safety Dispatching Services.** Cicero through the Cicero Fire Department located at 5303 West 25<sup>th</sup> Street, Cicero, Illinois 60804, shall perform the following services in order to provide public safety dispatch services on a 24-hour basis seven (7) days a week, as set forth below:

- A. Monitor traffic on police and fire radio frequencies;
- B. Have access to all recordings of all such communications;
- C. Relay information received by such means to personnel of the District by means of voice, computer-aided dispatch (CAD) and mobile data communications;
- D. Monitor communications from and between the District's respective on-duty personnel and relay messages as necessary;
- E. Accurately input and update calls for service, responder's statuses and other related information into the CAD system;
- F. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc. (hereinafter "Special Contacts"). The District shall be responsible for providing the Center with all of the Confidential and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;
- G. Provide timely recordings or copies of CAD, radio, and telephone transmissions, Law Enforcement Agency Data System (hereinafter "LEADS") audits or other documents when requested either by the District, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Cicero Consolidated Dispatch. The Cicero Emergency Response Center of Cook County (CERCCC) Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.
- H. Operate LEADS including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Center's LEADS Agency Coordinator shall be responsible for all validations and to assist with audits for the District and other Member Municipalities. The District and the Member Municipalities shall use their best efforts to cooperate with the Center.



I. The Member Municipalities and the District agree during the term of this Agreement to continue operating under the mutually agreed upon radio system. No Member Municipality or the District shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and the Center and (ii) subject to the consent of the ETSB. All radio system airtime costs will be the responsibility of each Member Municipality if applicable and are not included in the Annual Service Fee unless mutually agreed upon.

J. In fulfilling the dispatching requirements of this Agreement, the Center shall comply with all State and federal laws, rules, regulations, certifications, and accreditation standards. The Center shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, NFPA1221, and other relevant emergency services communications guidelines).

K. The District shall have equal administrative access to information contained in the shared computer system pertaining to its agency.

L. Dispatch procedures and priorities shall follow the existing Center policies. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.

M. The Center shall disseminate a monthly report to the District and Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

**4. Equipment and Information.**

A. The Center shall be responsible for acquiring all equipment necessary to provide the dispatching services. Cicero shall own and or use ETSB equipment and operate all such equipment. Cicero shall maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications. Cicero shall be responsible for maintaining its equipment in a reasonable manner. The District shall be responsible for acquiring all equipment necessary for their agency to "receive dispatching" at its own cost and expense. The District shall be required to take all necessary steps to be added to the Computer Aided Dispatch system, and to obtain MDT software and hardware, portable and mobile radios including programming, and shall make any changes necessary to allow for forwarding non-emergency phones or programming of telephones either located at the District or at the Center.

B. All future upgrades to the dispatching equipment and software applications shall be the responsibility

of Cicero, the District, and/or the ETSB; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the District, Member Municipalities, and Cicero.

C. At each location within the District or Member Municipalities served by the Center, the District or Member Municipality shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by Cicero, and which said approval shall not be unreasonably withheld. In addition, the District or Member Municipality will maintain at its cost and expense, at the Center, necessary communication and networking equipment which are the property of the Municipality. Said equipment will be promptly returned to the District or Municipality upon the expiration of this Agreement.

D. The District or Member Municipality will maintain at its cost and expense all telephone lines needed for the Center to effectively handle all communications in and out of each location within the District or Municipality. Any and all costs incurred to install and purchase equipment on the premises or facilities owned or used by or for the implementation and operation of a dispatch will be the responsibility of the District or Municipality. Any and all costs incurred to connect the District or Municipality to The Center using circuits and or microwave will be the responsibility of the District or Municipality unless otherwise agreed upon or provided by the ETSB.

E. Any and all audio recordings will be kept and stored by Cicero for a period of thirty (30) days, or any other period required by law, and will be made available to the District or Member Municipalities as requested. In the event that the District or a Member Municipality desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify Cicero within thirty (30) days of the recorded event.

F. Cicero will provide and maintain CAD System licenses that are licensed to Cicero by Computer Information Systems ("CIS") for the District or Member Municipality's use. The District or Municipality will be responsible for securing, at its own expense, via a licensing agreement with CIS, Mobile Data Terminal and Police Records Management software throughout the duration of this Agreement.

G. CERCC is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof.

H. Upon execution of this Agreement, Member Municipality shall provide Cicero with a map listing streets and properties located thereon and shall provide Cicero with regular updates to said map regarding streets and properties located thereon as those updates occur. The District shall also provide Cicero with its GIS files and 911

Master Street Address Guide for mapping purposes when requested by Cicero. The District shall provide Cicero with detailed floor plans of campus buildings including parking lots.

I. Cicero will use its best efforts to provide emergency response communications and dispatching services to District residents, staff, and students, as well as emergency response personnel and equipment, but Cicero will not be responsible for failure to provide emergency response personnel and equipment due to damage to the CERCC's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

5. **Personnel.** Cicero shall retain exclusive authority over the public safety dispatch services provided under this Agreement, including personnel. Cicero shall be solely responsible for employment and training of telecommunicators. Cicero shall have sole discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services. All telecommunicators shall be employees of the Town of Cicero.

It is understood that Cicero may hire additional telecommunicators as a result of this Agreement. At all times that this Agreement remains in effect, Cicero shall maintain an adequate number of dispatch personnel. Cicero telecommunicators shall utilize the Center's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. **Advisory Police and Fire Liaison Committees.** There is hereby established an Advisory Police and Fire Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the dispatch services provided by Cicero under this Agreement. The Liaison Committee shall consist of representatives from the Member Municipalities, the District, and Cicero. The Member Municipalities, District, and Cicero shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police/Fire Chief or his/her designee.

The Liaison Committee shall have the following duties and responsibilities with respect to the dispatch services provided under this Agreement:

- A. To meet as needed to review dispatch services being provided by the Center;
- B. To recommend procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the dispatch services, and the

implementation of this Agreement.

7. **Complaint Resolution.** The Member Municipality's or the District police/fire supervisor shall contact the on-duty Center Supervisor to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Center's Supervisor is not on duty, and there is an emergency/exigent need, a Center Supervisor will be contacted to address the issue. If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a call for the District or a Member Municipality, the complaint will be handled by the Center's Director or her/his designee in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate District or Member Municipality's Liaison Officer.

It is expected that the majority of interaction and communications between the police and fire departments will begin at the supervisor level and then proceed up the chain of command.

Complaints or concerns from the Center's personnel involving a Member Municipality's or the District employee's actions or performance will be directed to the Center's Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the District's or the Member Municipality's Supervisor will be forwarded to the Center's Supervisor.

8. **Annual Service Fees.** Dispatch services shall be provided to a Member Municipality by Cicero for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached District Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Cicero to be necessary for the efficient provision of police dispatch services, which may include:

- Salaries
- Sick, holiday and vacation pay
- Overtime
- Medical insurance
- Life insurance
- Payroll taxes
- Retirement plan contributions
- Liability insurance
- Worker's compensation
- Unemployment compensation
- Uniforms
- Office supplies

Dues and subscriptions  
Training and education  
Telecommunications  
Postage  
Office equipment  
Computer equipment/amortization  
Equipment repair and maintenance  
Recruitment costs  
Overhead allocation  
Equipment Replacement  
Information Services  
Technology

9. **Annual Reports.** After January 1 of each calendar year, Cicero will prepare an annual report with a summary of each member's prior year's statistical data.

10. **Timely Payment of Costs.** The District and Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the dispatch Center is critical to the provision of dispatch services under this Agreement.

- A. The District and Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.
- B. The District or a Member Municipality may, for good cause, make a payment to Cicero under protest. In such event, Cicero and the District or Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Cicero or the District or Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the District or Member Municipality's payment under protest claim.
- C. In the event that the District or a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest, Cicero may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the District or Member Municipality shall also

be liable for Cicero's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.

- D. All payments shall be made to the Town of Cicero which will deposit the payments received into its General Fund under a separate revenue line item entitled "Dispatch Center Fees."
- E. In case of termination of this agreement, other than at a year-end, payments shall be prorated to the actual date of termination.

11. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, the Center shall notify the District and Member Municipality of such disruption as soon as practical and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. The Center also shall notify the District and Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the District and Member Municipality hereby waive and release any and all claims or causes of action against Cicero for costs, fees, claims or expenses incurred by the District or Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the District and Member Municipalities and Cicero commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means).

13. **No Obligation to Respond.** Nothing in this Agreement is intended, and shall not be construed, to require Cicero to respond to calls or provide law enforcement services for events that occur outside of Cicero. Notwithstanding the foregoing, Cicero will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require the District or a Member Municipality to respond to calls or provide law enforcement services for events that occur in Cicero. Notwithstanding the foregoing, the District and each Member Municipality will render assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. **Term.** Subject to early termination under Paragraph 15, the Term of this Agreement shall be five (5) years from the execution date. The Agreement may be renewed by mutual written agreement by and between Cicero and the District or Member Municipality.

15. **Termination.** The District or any Member Municipality may terminate its membership by providing at least sixty (60) days written notice to Cicero. Additionally, Cicero may terminate the membership of a Member Municipality

or the District upon the District or Member Municipality's failure to make the required payments pursuant to Paragraph 10 of this Agreement within sixty (60) days after written notice to the District or Member Municipality of the overdue amount, and Cicero may terminate the membership of the District or a Membership Municipality upon default of this Agreement by the District or Member Municipality after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, each Member Municipality or the District shall, and agrees to, indemnify Cicero and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of public safety services by that Member Municipality or the District, or the use of, the misuse of, police dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Cicero shall, and agrees to, indemnify each Member Municipality, the District and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

18. **Maintenance of Radio System.** Cicero agrees to maintain the base radio system at Cicero as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Cicero, the District, and the Member Municipalities and/or as required by the rules and regulations of the CERCCC ETSB and/or the Federal Communications Commission (FCC).

19. **Notices.** All notices desired or required to be given hereunder shall be given in writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The District or Member Municipalities, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents, or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following deposit in the mail.

20. **New Members.** A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Cicero in equipment, other capital expenditures, and administrative staff time, etc.

21. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the 4th Judicial Circuit, County of Cook.

23. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. **Default.** In the event of a default by Cicero, the District, or a Member Municipality of any term, provision or obligation of this Agreement, the non-defaulting municipality or the District shall serve written notice of the default, specifying the nature thereof, to the defaulting party. The defaulting party shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a premise check.
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.) that first responders need to be aware of if responding to the residence, or arranging evacuations, etc.
- C. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen, missing and/or wanted people and articles commonly used by police.
- D. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid organization aid organization for police.
- E. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy, and outreach to benefit members and the public.

26. **No Power to Bind.** By entering into this Agreement, neither Cicero nor the District or a Member Municipality shall have the right to bind or obligate the other municipality or unit of local government, by contract or otherwise, except as may be expressly set forth in this Agreement.



IN WITNESS WHEREOF, Cicero and the District hereto have executed this Agreement on the date herein above written.

**TOWN OF CICERO**

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

**MORTON COMMUNITY COLLEGE DISTRICT 527**

\_\_\_\_\_

AT

\_\_\_\_\_

**EXHIBIT A – MORTON COLLEGE**

**A-1. Morton College Services**

The Center shall provide answering all on campus "call box" telephones as well as other agreed upon police telephone calls.

**A-2. Morton College View Equipment**

Morton College shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment for use by its personnel using the system, any MDT hardware or software for use by its personnel using the system, any Records Management System hardware or software for use by its personnel using the system, any required CAD programming or licensing needed by the Center to provide dispatching services to the College.

**A-3 Morton College Renewal of Agreement**

The parties shall meet in the year prior to the last year of the contract (2026) extending or renewing the dispatching contract.

**A-3. Morton College Dispatch Fee**

For the period of (June 2023), through April 30, 2024, the annual dispatch fee payable by Morton College shall be (Calculation based on cut-over date). The annual cost is  $\$179,632 / 365 = 492$  per day X days (TBD) = (TBD)

For the period of May 1, 2024, through April 30, 2025, the annual fee payable by Morton College shall be 187,395.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2025, through April 30, 2026, the annual dispatch fee payable by Morton College shall be \$195,507.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2026, through April 30, 2027, the annual dispatch fee payable by Morton College shall be \$203,969.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2027, through April 30, 2028, the annual dispatch fee payable by Morton College shall be \$212,800.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS 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”), Town Attorney (the “Attorney”) and Town Clerk are hereby respectively authorized and directed to execute the Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the President and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is both advisable and in the best interests of the Town and its residents to authorize the execution of the Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs;

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 execution of the Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President, Attorney, and Town Clerk to execute the Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs, which are attached hereto and direct the President or his designee to take all steps necessary to carry out the intention of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs and any such other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The Town hereby authorizes the officers,

employees, and/or agents of the Town to take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

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

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

**ATTEST:**

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

**EXHIBIT A**





Melinda J. Metzger  
**Executive Director**

March 15, 2023

Dear Pace Vehicle Program Participant:

As you are aware, each entity providing service under a Pace Vehicle Program Agreement is required to complete an annual Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs. Enclosed is the FTA Fiscal Year 2023 Certifications and Assurances. Please complete the checklist and signature page and return to Pace by April 30, 2023. Please sent to:

Yolanda Fernandez  
Pace Vanpool Services  
550 West Algonquin Road  
Arlington Heights, IL 60005  
Yolanda.Fernandez@pacebus.com

If you have any questions regarding the FTA Fiscal Year 2023 Certifications and Assurances, please contact your Vanpool Service Representative. Thank you for your cooperation.

Sincerely,



Melinda J. Metzger  
Executive Director

Enclosed: FTA Fiscal Year 2023 Certifications and Assurances

**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of all categories: (*check here*)   X  .

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

<b>Category</b>	<b>Certification</b>
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

Fiscal Year 2023

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Cybersecurity Certification for Rail Rolling Stock and Operations

20 Tribal Transit Programs

21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
  - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
  - (3) Using forced labor in the performance of the award or subawards under the award.

**1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.



**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*

Certifications and Assurances

*Order 4200.6. FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

**4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

**5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

**CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a)*

The applicant certifies that it is in compliance with 49 CFR Part 625.

**CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.****7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

**7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).



**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

**CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

**CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

**CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

**CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

**CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014.
- (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

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

**A RESOLUTION AUTHORIZING AND APPROVING AN APPLICATION FOR GRANT FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the Federal Emergency Management Agency ("FEMA") aids local governments before, during, and after disasters; and

WHEREAS, FEMA established the Assistance to Firefighters Grant (the "AFG"), which provides funds to fire departments to assist firefighters and other first responders in obtaining essential resources; and

WHEREAS, as the Town grows in population and density, the need and demand for fire services and emergency medical services increase; and

WHEREAS, the Cicero Fire Department is committed to protecting and preserving the life and property of the residents of the Town; 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 health, safety, and well-being of Town residents; and

WHEREAS, the Corporate Authorities are further committed to protecting the residents of the Town and emergency personnel from fires and related emergencies; and

WHEREAS, the Town Grant Administrator has prepared an application for an AFG (the "Application"), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby the Town is seeking grant funds from FEMA to assist the Town with purchasing carbon monoxide and smoke detectors with ten (10) year batteries (the "Equipment"); and

WHEREAS, submission of the Application may require the President's execution of certain documents; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town to authorize, approve, and ratify the submission of the Application to FEMA for grant funds to assist the Cicero Fire Department with purchasing the Equipment and to authorize the President or his designee to execute the Application and ratify any actions previously taken in connection therewith;

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 and approve the execution and submission of the Application to FEMA and to further authorize the President or his designee to take all steps necessary to carry out the intent of this Resolution, including executing and delivering all information, assurances and certifications as FEMA may require in connection with the Application and/or the acceptance of an AFG.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and approves the execution and submission of the Application on behalf of the Town to assist the Cicero Fire Department with purchasing the Equipment. The Town Board further authorizes and directs the President or his designee to furnish such additional information, assurances, and certifications as FEMA may require in connection with the Application and/or the acceptance of an AFG, as shall be approved by the President and the Town Attorney. The Town Board ratifies any and all previous action 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 \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

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

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

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

**ATTEST:**


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

**EXHIBIT A**

# Memorandum

To: Michael T. Del Galdo, Town Attorney

Cc: Honorable Larry Dominick, Town President

From: Jose L. Alvarez, Grants Administrator 

Date: 3/30/23

Subject: Town of Cicero Fire Department FEMA Assistance to Firefighters Grant (AFG) Fire Prevention and Safety (FP&S) Application

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Michael,

Please find attached for your review, Town of Cicero Fire Department FEMA Assistance to Firefighters Grant (AFG) Fire Prevention and Safety (FP&S) Application. The application needs to be processed for approval by President Dominick and the Town Board. The FP&S grant application is for the purchase of CO/Smoke Detectors with 10 Year battery in the amount of \$156,000.00. The information contained in the documents has been reviewed and is accurate to the best of my knowledge. President Dominick and the Town Board approval is appropriate.

Due to time constraints of the funding availability and the preparation of the grant application documentation, the grant applications were submitted by the deadline of 3/31/23. It was not ready until then to submit for approval by President Dominick and the Town Board.

Please contact me if you have any further questions at ext. 263 or 708-359-3830.

Thank you,  
JLA

## System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

### CICERO, TOWN OF

Information current from SAM.gov as of:	03/05/2023
UEI-EFT:	LE8EBPHCZ5Z9-5303
DUNS (includes DUNS+4):	0102915995303
Employer Identification Number (EIN):	366005833
Organization legal name:	CICERO, TOWN OF
Organization (doing business as) name:	
Mailing address:	4949 WEST CERMAK ROAD CICERO, IL 60804-2461
Physical address:	4949 W CERMAK RD CICERO, IL 60804-2461
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 02/13/2023

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

## Applicant information

Please provide the following additional information about the applicant.

Applicant name	Cicero Fire Department
----------------	------------------------

## Main address of location impacted by this grant

Main address 1	5303 West 25th Street
Main address 2	
City	Cicero
State/territory	96 IL



Zip code **60804**

Zip extension **3311**

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? **Cook**

## Applicant characteristics

The FP&S (Fire Prevention and Safety) program intends to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. Grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity. Please review the Notice of Funding Opportunity for information on available categories within each activity area and for more information on the evaluation process and conditions of award.

Please provide the following additional information about your organization.

Activity: **Fire Prevention and Safety (FP&S)**

Applicant type: **Fire Department/Fire District**

What kind of organization do you represent? **All Paid/Career**

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **CS321**

## Operating budget

What is your organization's operating budget for programs that enhance the safety of the public and firefighters with respect to fire and fire-related hazards (including fire prevention, fire code enforcement, fire/arson investigation, wildfire prevention, and firefighter health and safety research and development)? Please include costs (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) for the current (at the time of application) fiscal year, as well as the previous two fiscal years.

Current fiscal year:  
**2022**

Fiscal Year	Operating budget
2022	\$21,794,639.00
2021	\$20,584,596.00
2020	\$19,838,912.00

Please explain the applicant's need for financial assistance to carry out the proposed project(s). Provide detail about the applicant's total operating budget, including a high-level breakdown of the budget. Describe the applicant's inability to address financial needs without federal assistance. Discuss other actions the applicant has taken to meet their needs. Include information on efforts to obtain funding elsewhere and how similar projects have been funded in the past.

**The Town of Cicero has been affected by years of economic downturn. CFD is funded by the general fund, property tax, and EMS fees. Revenue has been severely impacted by declining property values and loss of industry and jobs, creating a challenge to maintain tax revenue. Census data indicates that median home prices are \$190,500 or 37% below Cook County averages, per capita income is \$22,012 and poverty rate is 13.6%. A city study found a decrease of 7.6% in population and 12.7% in jobs over the last 10 years, with no return of either. Expecting the remaining taxpayers to pay even more to fund city services and infrastructure is unrealistic. Instead, all departments have been mandated to "tighten their belts" and operate on leaner budgets in lieu of raising property taxes. The city has also aggressively pursued grant opportunities and economic development in the industrial corridor. Like most local governments the Town of Cicero employs career firefighters and is severely impacted by the growing cost to fund their defined benefit pension plans. Under current law, all municipalities in Illinois are required to increase their contributions into their respective Police and Fire pension funds. The goal is for the pension funds to be 90% funded by 2040. Currently many of the states 295 fire pension funds are less than 50% funded. A recent Illinois Policy report stated "Statewide, pension obligations consumed nearly 30% of all government spending". In addition to the required pension obligation Cicero is locked into annual increases in compensation packages mandated by employee collective bargaining agreements. The current FY fire department budget is \$21,794,639. About 95% or \$20,433,328 is dedicated to personnel costs. Another \$600,000 was earmarked for the purchase of a fire pumper. That left roughly \$760,000 or 5% to address needs beyond the control of the department (utilities, dispatch fees. etc.), escalating maintenance cost, training, and other vital needs.**

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

**No**

## Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

**No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

**Yes**

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Please provide an explanation for other funding sources in the space provided below.

For the Town of Cicero federal grants; BVP FY22 Bulletproof Vests Grant 2022 \$35,400.00, TEP FY22 Tobacco Enforcement Program 2022 \$13,089.00, STEP FY23 \$15,972.08 Traffic Safety Enforcement Program, JAG FY 20 \$17,429.00 Cicero Police equipment purchases, 2020 UMWX0293 COPS Hiring Program \$375,000.00, PY 2021 CDBG (B-21-MC-17-0007) \$1,765,688.68, and PY 2021 ESG (E-21-MC-17-0007) \$145,250.00.

## Community description

Please provide the following additional information about the community your organization serves.

What type of community does your organization serve?

**Urban**

What is the permanent resident population of your first due response zone/jurisdiction served?

**85268**

Please describe your organization and/or community that you serve.

**The Town of Cicero (Cicero) is a contiguous suburb to the west of Chicago in Cook County. It is a densely populated community with an area of 5.8 square miles and has a current population of 85,268 which represents a population density of 14,701 people per square mile. This population density is four times denser than Suburban Cook County (SCC) which has a density of 3,453 people per square mile. Cicero has a median household income of \$58,433 which is 26% lower than SCC median household income of \$79,024. The per capita income of Cicero residents is \$21,012 which is 49.5% lower than the per capita income of \$41,580 for SCC. Accordingly, 13.6% of Cicero families live below the poverty line; this is significantly higher than the 10.2% of families living in SCC. These figures are based on the 2020 U.S. Census data. The Cicero Fire Department (CFD) has 83 active firefighters. Cicero has a current population 85,268 or 1 firefighter for every 1,027 residents. Chicago has approximately 4,600 firefighters serving a population of 2,700,000 or 1 firefighter for every 586 residents. Cicero has experienced a significant shift in both its demographics and ability to be a self-reliant community. The 2020 U.S. Census reported Cicero having about 23,499 housing units (or 95% of housing stock) built prior to 1980. In 2020 the population of the Town of Cicero was 85,268; an increase of 28% based on the 1980 figure of 61,100. The local revenues associated with the Town's housing stock have been greatly outpaced by the population growth. There was a growth in the population of 38% with a mere 5% growth in housing stock. The increase in the population can be attributed to the growth of the Latino population, which today is 91% or 76,900. The elementary school district has 15 schools with an attendance of over 11,000 students annually which is 69% higher compared to 8,000 students in 1990. Over the past 40 years single families living in single residences in Cicero have been replaced by multiple younger and larger families living in the same single-family residences. Cicero's high population density presents unique and highly dangerous problems for residents as well as for firefighters. With so many houses built so close together, putting out fires, preventing them from spreading to adjoining buildings, and rescuing fire victims, is a difficult and dangerous proposition. Most of Cicero's housing is over 40 years old with the primary structure being built utilizing balloon frame construction. The CFD is among the busiest Fire Departments in Illinois, averaging over 9,700 calls per year. On average, the CFD responds to about 183 fires a year or close to one fire every two days. Within the Town there is a 9-story nursing home housing 700 plus elderly, disabled, or chronically ill patients, as well as a second three-story nursing home. There are also new facilities that have been built in recent years. Including, Unlty Junior High School which is one of the largest junior high school in the US. It is a four story 442,000 square foot school with 3,000 students and 400 employees. And new 294,000 square foot municipal complex composed of Cicero Town Hall, Police Department facility and a Community Center. An example of how Cicero firefighters are at risk**

occurred when a fire broke out in a house that had been illegally converted to separate living units. 30 people were crammed into the house, when the fire was extinguished there were 7 dead inside including a 3 day old baby. Severely hurt was Cicero firefighter Shawn Ahrens, when the flames suddenly shot through the roof knocking down the chimney. Dozens of bricks toppled on his head and battered him until he was unconscious and buried alive. Ahrens still suffers back pain when he sits, stands and sleeps.

## Grant request details

**Grand total: \$156,000.00**

### Program area: Fire prevention and safety

▶ <b>Activity: Community Risk Reduction</b>	<b>\$156,000.00</b>
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## Grant request summary

The table or tables below summarize the number of items and total cost within each FP&S activity category you have requested funding for. This table or tables will update as you change the items within your grant request details.

### Fire prevention and safety

Activity – Project	Number of items	Total cost
Community Risk Reduction- Smoke Alarm Installations (door to door with home safety inspection) Smoke Alarm Campaign	1	\$156,000.00
<b>Total</b>	<b>1</b>	<b>\$156,000.00</b>

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

**No** 100

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to [GPDEHPinfo@fema.dhs.gov](mailto:GPDEHPinfo@fema.dhs.gov).

Filename	Date uploaded	Uploaded by	Label	Description	Action
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## Budget summary

### Budget summary

Object class categories	Year 1	Year 2	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$78,000.00	\$78,000.00	\$156,000.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Total direct charges</b>	<b>\$78,000.00</b>	<b>\$78,000.00</b>	<b>\$156,000.00</b>
Indirect charges	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$78,000.00</b>	<b>\$78,000.00</b>	<b>\$156,000.00</b>
Program income			\$0.00
<b>Non-federal resources</b>			
Applicant			\$7,428.58
State			\$0.00
Other sources	101		\$0.00

Object class categories	Year 1	Year 2	Total
Remarks			
<b>Total Federal and Non-federal resources</b>			
Federal resources	\$74,285.71	\$74,285.71	\$148,571.42
Non-federal resources	\$3,714.29	\$3,714.29	\$7,428.58
<b>TOTAL</b>	<b>\$78,000.00</b>	<b>\$78,000.00</b>	<b>\$156,000.00</b>

## Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

### Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

**MR Greg Fithian**  
Deputy Chief

**Primary phone**  
7082071366  
Mobile

**Additional phones**  
7086563600 ext 104  
Work

[gfithian@thetownofcicer](mailto:gfithian@thetownofcicer)

**Fax**  
7086522150

## Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

### SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal

- assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
  8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
  9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
  10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
  11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
  12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
  14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
  16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
  18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
  19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient



from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

## Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

### Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

### Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

### Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

### Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or

official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

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

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM LYONS & PINNER ELECTRIC COMPANIES, INC. FOR EMERGENCY REPAIR SERVICES PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

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

WHEREAS, Lyons-Pinner Electric Companies, Inc. ("Lyons") has provided the Town with a certain invoice (the "Invoice"), a copy of which is attached hereto and incorporated herein as Group Exhibit A, whereby Lyons provided certain emergency maintenance and repair services for a damaged traffic signal at 25<sup>th</sup> Street and Laramie Avenue within the Town (the "Services"); and

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

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

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

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

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

Services is subject to competitive bidding requirements, the same is hereby waived.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

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

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

**ATTEST:**

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



**GROUP EXHIBIT A**

**Prepared For**

Town of Cicero  
 4949 w. Cermak Rd  
 Cicero, Il 60804  
 (708) 656-3600

Estimate # 88  
 Date 03/24/2023

**Town of Cicero**

4949 W. Cermak Rd  
 Cicero , Illinois 60804  
 Phone: (708) 656-3600

Description	Rate	Quantity	Total
Service Call call out for traffic signal and street light knockdown temp 5 section onto mast arm reset corner clean area and load up street light pole and arm	\$100.00	5	\$500.00
Boom Truck	\$50.00	5	\$250.00
Hapco 35 ft pole 35 ft mounting height with 8 ft truss arm	\$2,103.98	1	\$2,103.98
LED Cobra Head GCMZ-40H-MV-2R-GY-850-FDC-SC LED head	\$325.00	1	\$325.00
Wire 70 ft #10 XLP stranded wire	\$0.79	70	\$55.30
Fuse holders HET-AA Bussman fuse holders	\$28.00	1	\$28.00
Fuse holders HEB-AA Bussman fuse holders	\$18.37	1	\$18.37

Fuse	\$12.00	1	\$12.00
10 amp fuse cartridge			
Splicing Materials	\$9.99	3	\$29.97
T&B heat shrink end caps			
Splicing Materials	\$7.29	4	\$29.16
T&B compression connectors			
Splicing Materials	\$3.96	4	\$15.84
Bussman rubber boots			
Labor	\$100.00	4	\$400.00
2 Lineman 4 hours to reinstall pole, arm, head and splice wires			
Boom Truck	\$50.00	4	\$200.00
Lane Closure	\$25.00	4	\$100.00
Mast Arm and equipment replcement	\$23,322.00	1	\$23,322.00

Scope of work to include:

- Remove and dispose of damaged mast arm pole.
- Supply a temporary mast arm signal until new unit is available.
- Supply and install new signal heads on temporary mast arm.
- When new mast arm is delivered (approximately 10-12 weeks) the temporary mast arm will be removed, and new mast arm will be installed with the new signals.
- Wire and test.

Total cost: \$23,322.00

work to be done by Lyons-Pinner Electric

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<b>Subtotal</b>	\$27,389.62
<b>Total</b>	<b>\$27,389.62</b>

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**Notes:**

For repairs due to accident at 25th st and Laramie

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Town of Cicero

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

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

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

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

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

WHEREAS, the Town's Senior Center (the "Senior Center") and the Town's Department of Special Events (and with the Senior Center, the "Departments") host many Town community events and provide necessary services for Town residents; and

WHEREAS, the Departments are in need of new chairs to provide a safe and comfortable environment for Town residents (the "Equipment"); and

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

WHEREAS, previously, the Town obtained quotes for the purchase of the Equipment from other vendors and authorized the purchase of the Equipment from said a selected vendor, but the purchase of the Equipment could not be completed; and

WHEREAS, Foldingchairsandtables.com (the "Vendor") has provided a quote for the purchase of the Equipment (the "Quote"), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment for the Departments in accordance with the terms of the Quote and to rescind that portion of Resolution 34-23 which authorized the purchase of the Equipment with the previous vendor; 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 in accordance with the terms of the Quote, to rescind that portion of Resolution 34-23 which authorized the purchase of the Equipment with the previous vendor, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and approves the purchase of the Equipment in accordance with the terms of the Quote, rescinds that portion of Resolution 34-23 which authorized the purchase of the Equipment with the previous vendor, and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Equipment contained within the Quote is subject to additional competitive bidding requirements, the same is hereby waived.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or

regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)



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

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

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

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

**ATTEST:**

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

**GROUP EXHIBIT A**



# **MEMO**

---

**TO: President Larry Dominick and Board of Trustees**

**FROM: Patricia Salerno  
Special Events/Community Center**

**SUBJECT: Chair Purchase**

**Date: April 3, 2023**

As the board had approved the purchase of chairs from P.R.E, the department asked for a manual check in order to have the chairs prior to our fest date in May. The Clerk's office approved the request; however, the check was declined by the vendors bank due to human error on the check. We spoke with vendor and received another check from the Clerk's and sent it once again to the vendor, that check was declined as well. When I reached out to the vendor, they insinuated we are not a valid town and refused to take another check and only wanted a wire transfer along with the additional fees that accumulated due to them shipping before the check cleared. The amount was over \$3,600.00 we declined to pay that and the vendor refused to sell us the chairs. Therefore we would like to move to another vendor. The chairs will cost \$18,500 for a total of 1000 chairs, 500 for each department and again the cost will be split. We would like to use Folding Chairs and Tables for the purchase if approved. Per approval we can place an order and have them in two weeks.

---



# RSS Distributors

7930 Old Auction Road, Manheim, PA 17545, United States  
 Phone: (800) 233-0175 Fax: (717) 892-5981  
 www.rssd.com

Customer Quote

**54899**

Quoted By  
 Stephanie Heaton

<b>Quoted To:</b> <b>NON-DEALER</b> 7930 Old Auction Rd Manheim, PA 17545 US  Phone: Email:	<b>Acct #: NON001</b>     Fax:	<b>Ship To:</b> 000 TOWN OF CICERO 3400 S 53rd Ave Cicero, IL 60804-3913  Phone: (708) 296-5358 Fax: Email: JEPESEK@THETOWNOFCICERO.COM
--	---	---

<b>Quote Date</b> 1/31/2023	<b>Quote Expires</b> 4/2/2023	<b>Carrier/Service Code</b> UPS GROUND	<b>Freight Method</b> ADD
<b>Requested By</b> JEFF		<b>Customer PO #</b>	<b>Terms of Sale</b> CREDIT CARD

Line	Item Number	Description	UOM	Qty Quoted	Quote Price	Extended
1	PRE-2185	Rhino Series Polyfold Chair, Black (10/Cs)	CS	100.00	\$167.60	\$16,760.00

Total Lines: 1 Total Weight: 8,000.00

Subtotal:	\$16,760.00
Freight:	To Be Determined
<b>Quote Total:</b>	<b>\$16,760.00</b>

Quote Notes: **PLEASE NOTE THAT THERE IS A 2.5% DISCOUNT SHOW ON THE LINE ITEMS. ALSO, IF YOU WERE TO PAY VIA ACH INSTEAD OF CREDIT CARD, WE WOULD BE ABLE TO OFFER AN ADDITIONAL 2.5% OFF**

\*\*\* AVAILABILITY SUBJECT TO CHANGE AT TIME OF ORDER/SHIPMENT \*\*\*

Estimated freight is based on one complete shipment, unless otherwise indicated. Multiple shipments will incur additional charges.

Thank you for the opportunity to provide this quote. Please let us know if you have any questions by replying to this email.

**Prepared for:**  
 Town of Cicero  
 Jeff Pesek  
 jepesek@thetownofcicero.com  
 708-296-5358

**Ship To:**  
 3400 South 53rd Avenue  
 Cicero, Illinois 60804

**Terms:** Credit Card  
**Quoted by:** Taylor Davis  
**Quoted by Phone:** 888-858-7529 ext. 107  
**Quoted by Email:** taylor@creativeplay.com  
**Valid until:** February 28th 2023  
**Created Date:** January 31st 2023

**Lead Time:** 1 - 2 Business Days



**Rhino Series Plastic Folding Chair - 800 lb Static Tested - Perfect For Events and Party Rentals - Durable, Easy Storage, and Lightweight**  
**PR-2185**  
**Color:** Black

Unit Price	Qty	Extended
20.95	x 500	<del>10,475.00</del>
-2.45		-1,225.00
18.50		9,250.00



**Rhino Series Plastic Folding Chair - 800 lb Static Tested - Perfect For Events and Party Rentals - Durable, Easy Storage, and Lightweight**  
**PR-2194**  
**Color:** Charcoal

Unit Price	Qty	Extended
20.95	x 500	<del>10,475.00</del>
-2.45		-1,225.00
18.50		9,250.00

**Notes:** 460 in stock at this time

Subtotal	\$	20,950.00
Discount		-2,450.00
Shipping		Free
<b>Total</b>	<b>\$</b>	<b>18,500.00</b>

Take advantage of your \$2,450.00 savings by checking out online by February 28th 2023!

[Proceed To Checkout](#)

- If you want to make changes to your quote please reply to this email with the requested changes and we'll get a revised quote sent asap.
- Pricing is subject to change at any time.
- We may add additional taxes in some states.
- Feel free to contact us at [Sales@FoldingChairsandTables.com](mailto:Sales@FoldingChairsandTables.com) or call us at [888-858-7529](tel:888-858-7529).



**RHINO EVENT EQUIPMENT®**

COMMERCIAL QUALITY • WHOLESALE VALUE • FACTORY DIRECT

**Quotation**

Date	Quote #
3/3/2023	12281

<b>Bill To</b>
The Town of Cicero 4949 West Cermak Rd Cicero, IL 60804

<b>Ship To</b>
The Town of Cicero 3400 S 53rd Ave. Cicero, IL 60804

P.O. No.	Terms	Rep	Ship Detail	Ship Date	Ship Via	FOB
	CBD	PE		3/3/2023		
Item	Description			Qty	Cost	Total
2185 SD W	Chair - Rhino Plastic Folding - Black/Black Seat (10/Box)			1,000	16.30	16,300.00T
9809 SD	Pallet - 58"x40"			5	0.00	0.00T
0023 SD	Shipping Charge			1	2,157.50	2,157.50T

<p>We are updating our files. Please send copy of Resale Certificate before we process your order.</p>		<p><b>Subtotal</b> \$18,457.50</p>
<p>Quotations are good for 7 days only without a deposit. Final Freight charges to be determined at time of shipment.</p>		<p><b>Sales Tax (0.0%)</b> \$0.00</p>
<p>Warehouses in San Diego and New Jersey</p>		<p><b>Total</b> \$18,457.50</p>

Signature \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN QUOTE FROM ALTORFER POWER SYSTEMS FOR THE PURCHASE OF LIGHT TOWERS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the Town's Department of Special Events (the "Department") hosts many Town community events and provides necessary services for Town residents; and

WHEREAS, the Department is in need of four (4) lighting towers to provide a safe and comfortable environment for Town residents (the "Equipment"); and

WHEREAS, Altorfer, Inc. d/b/a Altofer Power Systems (the "Vendor") provided a quote for the purchase of the Equipment (the "Quote"), attached hereto and incorporated herein as Exhibit A; and

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



WHEREAS, the Vendor is a state approved vendor for pricing for the Equipment;  
and

WHEREAS, the Corporate Authorities (as defined below) have determined that it is necessary, advisable, and in the best interests of the Town and its residents to waive any competitive bidding requirement that may be applicable to the purchase of the Equipment by a majority vote; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment for the Department in accordance with the terms of the Quote;

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

## **ARTICLE I. IN GENERAL**

### **Section 1.0 Findings.**

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

### **Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to authorize and approve the purchase of the Equipment 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 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 contained within the Quotes is subject to additional competitive bidding requirements, the same is hereby waived.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

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

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

**ATTEST:**

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

**EXHIBIT A**

# **MEMO**

---

**TO: President Larry Dominick and Board of Trustees**

**FROM: Patricia Salerno  
Special Events**

**SUBJECT: Light Tower Purchase**

**Date: April 3, 2023**

The Department of Special Events is requesting board approval to purchase four light towers from CAT. The Town of Cicero is part of Source Well (number 30696) as well as CAT (EP Contract REP 092222), which is a state approved company, meaning bids and pricing has been approved by the state therefore we do not need 3 bids to purchase the items. The purchase will be \$65,000. If approved we will have the items prior to the May Fest.

---

Altorfer Cat  
301 S. Mitchell Court  
Addison, IL 60101



Wednesday, April 5, 2023

Town of Cicero Special Events (4120800)  
4949 W. Cermak  
Cicero, IL 60804

Attention: James Wood

Phone: 708 878 2481

Email: [jwood@thetownofcicero.com](mailto:jwood@thetownofcicero.com)

Quote # WOP22369

Subject: Light Tower Sale

Dear, James Wood

Altorfer Power Systems is pleased to offer our services in response to your current need for portable lighting. Altorfer is a full service provider of Power, Temperature Control & Compressed Air solutions. Please review the following proposal to ensure that I have interpreted your requirements correctly. Thank you for the opportunity to work with your company on this project.

<b>Project Summary:</b>	Purchase of 100kW
<b>Location:</b>	CICERO, IL 60804
<b>Delivery Date:</b>	April 20, 2023
<b>Equipment:</b>	Light Tower Sale

Altorfer Cat  
 301 S. Mitchell Court  
 Addison, IL 60101



Equipment Pricing:

ID	Size	Year	Hours	Price
New	Night-Lite Pro II V Series	2023	0	\$16,250
New	Night-Lite Pro II V Series	2023	0	\$16,250
New	Night-Lite Pro II V Series	2023	0	\$16,250
New	Night-Lite Pro II V Series	2023	0	\$16,250

**Freight Cost from Factory** \$500

**Equipment Notes:**  
 Equipmnet Sold as is

**Quote Provisions**

**Labor**

If requested, additional labor will be \$163.00 per hour, based on normal 7:00 a.m. - 3:30 p.m. . workdays. Please inquire about labor costs for times other than listed above. All after hour's callouts will be subject to a four (4) hour minimum charge at the applicable overtime rate.

**Equipment Preventative Maintenance**

Our diesel-powered equipment requires service at specified intervals that are mandated by the factory. These service intervals occur each 500 hours for 500kW's. Our service department can perform these services for an additional charge.

**Warrantee**

1 Year

**Quote Validity**

Quote to be valid for thirty days from date of proposal. Taxes will apply.



Altorfer Cat  
301 S. Mitchell Court  
Addison, IL 60101



## Quote Acceptance

**Customer** Town of Cicero Special Events (4120800) CICERO, IL 60804  
**Quote Title** Light Tower Sale  
**Quote #** WOP22369  
**Quote Date** April 5, 2023  
**Location** TOWN OF CICERO (4120800)  
Town of Cicero Sourcewell ID #30696  
Cat EP Contract RFP# 092222

**Total Sales Price** \$65,500.00

**Signature** \_\_\_\_\_

**Customer's Purchase Order #:** \_\_\_\_\_

**Name / Date (Printed)** \_\_\_\_\_

Thank you for the opportunity to work with your company. I trust the information provided is sufficient for your review. If there are any points that I can assist with, please feel free to contact me at any time.

Respectfully Submitted,



Weston O'Hagan  
Rental/Used Equipment Sales - Altorfer Power Systems  
(630) 330 1662 phone  
[wes.ohagan@altorfer.com](mailto:wes.ohagan@altorfer.com)



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

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN QUOTE FROM O'LEARY'S CONTRACTORS EQUIPMENT AND SUPPLY FOR THE PURCHASE OF SIGN BOARDS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the Town's Department of Special Events (the "Department") hosts many Town community events and provides necessary services for Town residents; and

WHEREAS, the Department is in need of (2) sign boards to provide for the safety of Town residents and visitors during Town festivals and events (the "Equipment"); and

WHEREAS, O'Leary's Contractors Equipment and Supply (the "Vendor") provided a quote for the purchase of the Equipment (the "Quote"), attached hereto and incorporated herein as Exhibit A; and

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

approve the purchase of the Equipment for the Department in accordance with the terms of the Quote;

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to authorize and approve the purchase of the Equipment 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 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 contained within the Quotes is subject to additional competitive bidding requirements, the same is hereby waived.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

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

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

**ATTEST:**

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

**EXHIBIT A**

# **MEMO**

---

**TO: President Larry Dominick and Board of Trustees**

**FROM: Patricia Salerno  
Special Events**

**SUBJECT: Sign Board Purchase**

**Date: April 3, 2023**

The Department of Special Events is requesting board approval to purchase two sign boards from O'Leary's Contracts Equipment and Supply's. I have attached three quotes from other companies. O'Leary's is the cheapest and quickest ship time. The total will be \$35,790.00. If approved we will have the items prior to the May Fest.

---



**O'LEARY'S CONTRACTORS**  
**EQUIPMENT AND SUPPLY**

1031 N. Cicero Ave.  
 Chicago, Illinois 60651  
**OFFICE:** 773-252-6600  
**FAX:** 773-252-6650  
**CELL:** 773-619-3626  
 E-Mail: brian.alesia@olearysinc.net

# QUOTATION



Town of Cicero

Cicero, IL

PHONE:  
 FAX:  
 ATTN: Jeff

<b>QUOTATION DATE</b>	<b>SALESPERSON</b>
3/7/2023	Brian Alesia
	<b>QUOTATION NUMBER</b>

Availability	Shipped VIA	F.O.B.	Terms
Approx 4 weeks	O'Leary's		
Wanco WTMMB-A Full size matrix board with hydraulic lift		\$17,895.00	x2
INCLUDES DELIVERY			<b>\$35,790.00</b>

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS, THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PRICES AND TERMS ON THIS QUOTATION ARE NOT SUBJECT TO VERBAL CHANGES OR OTHER AGREEMENTS UNLESS APPROVED IN WRITING BY THE HOME OFFICE OF THE SELLER. ALL QUOTATIONS AND AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, FIRES, AVAILABILITY OF MATERIALS AND ALL OTHER CAUSES BEYOND OUR CONTROL.

BY \_\_\_\_\_ ACCEPTED \_\_\_\_\_  
 DATE \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH VIVA JV., LLC TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

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

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

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to accomplish the foregoing goals by conducting a Cinco De Mayo Festival in 2023 (the “Festival”); and

WHEREAS, the Town recognizes the need for a third party to provide live music for the Festival (the “Services”); and

WHEREAS, Viva JV., LLC (the “Vendor”) has provided the Corporate Authorities with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which set forth the terms, covenants, and conditions under which the Vendor will provide the Services to the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into agreements with terms substantially the same as the terms of the 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 authorize, enter into, and approve the Agreement, whereby the Vendor will provide the Services to the Town and to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

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

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

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

follows:

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

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

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

ATTEST:

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

**EXHIBIT A**

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") made and entered into on the Effective Date (as defined below) by and between Viva JV, LLC, an Illinois limited liability company ("VENDOR") and the Town of Cicero, Illinois, an Illinois municipal corporation, (the "Town") (together, VENDOR and the Town may, for convenience, be referred to as the "Parties" and each individually as a "Party").

### WITNESSETH:

**WHEREAS**, the Town is committed to promoting various cultures and traditions, recognizing accomplishments of the Town, its residents and local entities and providing safe and family-friendly activities for individuals visiting and residing in the Town; and

**WHEREAS**, with the foregoing in mind, the Town coordinates a Cinco De Mayo Festival and similar activities within the Town (the "Festival"); and

**WHEREAS**, in connection with the Festival, the Town will provide certain activities which require musical entertainment; and

**WHEREAS**, VENDOR provides booking and stage management of musical entertainment on a per event basis (collectively, the "Services"); and

**WHEREAS**, VENDOR has offered to provide the Services for the Festival; and

**WHEREAS**, the Town wishes to retain VENDOR to provide the Services, and VENDOR desires to be retained by the Town to provide the Services for the Events; and

**WHEREAS**, the Services are more fully set forth in the invoice attached hereto and incorporated herein as Exhibit A (the "Invoice"); and

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

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

1. **Recitals.** The recitals set forth above are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **VENDOR Services.** VENDOR shall provide the Services, which shall include providing the booking and stage management as set forth in Exhibit A.



3. **Location and Approval of Equipment.** The Services shall be conducted as directed by Town staff.
4. **Town Services.** The Town shall prepare all locations in advance of VENDOR's performance of the Services. The Town shall promote or advertise the Festival, the performers, and/or artists set forth in Exhibit A without interference from VENDOR.
5. **Nature of Services.** VENDOR shall perform diligently and to the best of its talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. VENDOR shall not delegate the performance of any of the Services to any other person, firm or corporation without the prior written consent of the Town, which consent the Town may grant or withhold in its sole and absolute discretion. Any substitution of bands or performers shall be mutually agreed to in writing by both parties, which may be completed via electronic mail. Should any artist fail to perform at the Festival and no suitable substitution is found, the Town shall receive a partial refund for said absence of an artist or performer.
6. **Term.** Except as otherwise set forth herein, this Agreement shall commence on the Effective Date and shall terminate after the Festival has concluded (the "Term"). The Agreement shall not automatically renew for future years.
7. **Remuneration and Costs.** For and in consideration of VENDOR providing the Services to the Town, the Town shall pay VENDOR not more than Thirty-Two Thousand U.S. Dollars (\$33,500.00) during the Term. A deposit of 50% shall be due on or before April 21, 2023. The Town may elect to pay such deposit or any outstanding balance by check.
8. **Limitation of Liability.** VENDOR shall operate its equipment in a first-class manner and take every effort to prevent damage. VENDOR shall not be held liable in case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism or any unforeseen occurrence over which VENDOR has no control.
9. **Indemnification of the Town.** To the fullest extent permitted by law, VENDOR shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of VENDOR or the VENDOR Parties (as defined below), the Festival or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

10. **Insurance.** VENDOR shall maintain, at its sole cost and expense, general liability and property damage insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00), workers' compensation insurance with limits equal to or greater than the Illinois statutory amount, and any other insurance policy deemed necessary by the Town, during the Term of this Agreement. Upon execution of this Agreement, VENDOR shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability, and umbrella coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, VENDOR shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.
11. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from the effective date of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.
12. **Termination by the Town.** VENDOR shall serve the Town as an "at will" contractor serving at the pleasure and discretion of the Town and its Corporate Authorities. In accordance with the provisions of this Agreement and notwithstanding anything to the contrary contained herein, the Town shall have the right, in its sole and absolute discretion, to terminate this Agreement at any time, with or without cause, immediately upon notice to VENDOR of the Town's intent to terminate. In the event of a termination of this Agreement or the cancellation of the Festival, VENDOR shall not be entitled to remuneration for Services not yet performed for the Town, unless the Festival is cancelled with less than 24 hours notice ("Late Cancellation"). In the event of a Late Cancellation, the Parties shall mutually agree on a rescheduled Festival date or a credit towards future services. The Town shall make reasonable efforts to notify VENDOR in a timely manner should the Festival be cancelled or rescheduled.
13. **Independent Contractor.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. VENDOR is an independent contractor and not an agent, employee or representative of the Town or any of its related entities or departments and will not represent to be or hold

itself out as an agent, employee or representative of the Town. The consideration set forth herein shall be the sole consideration due VENDOR for the Services rendered hereunder. It is understood that the Town will not withhold any amounts for the payment of taxes from the compensation of VENDOR hereunder and that VENDOR shall retain sole responsibility for reporting its income earned hereunder for state and federal tax purposes in accordance with all applicable law. VENDOR shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.

14. **VENDOR Covenants.** To ensure the safety of the residents of the Town, VENDOR and its vendors, contractors, employees, shareholders, officers, directors, agents, invitees and any other person or entity related to VENDOR in any manner (collectively, "VENDOR Parties") shall be bound by the terms and conditions of this Agreement. VENDOR agrees to observe and carry out all rules and regulations that may be adopted by the Town, from time to time, in connection with the Festival. VENDOR represents that VENDOR and the VENDOR Parties shall possess all licenses, permits and certificates required by law, if any, and all qualifications necessary to carry out the Festival including, without limitation all professional and/or business licenses or permits. VENDOR and the VENDOR Parties shall maintain proper decorum while attending the Festival, shall abide by and observe all rules and regulations established, from time to time, by the Town pertaining to the Festival and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, now or hereafter in effect, relating to the Festival, and shall not permit any violation of the foregoing.

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

15. **Entirety and Binding Effect.** This Agreement contains the entire Agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
16. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer.

agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To VENDOR:

VENDOR Entertainment

Attention: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

To the Town:

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

With a copy to:

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

17. **Assignment.** This Agreement is personal in character and VENDOR shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of VENDOR under this Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.

19. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
20. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
21. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
22. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
23. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
24. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
25. **Advice of Counsel and Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going negotiations between the Parties, both of which are or have had the opportunity to be represented by independent legal counsel,



and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.

26. **Town's Non-Waiver of Immunity.** By entering into this Agreement, the Town does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
27. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Town. The Town hereby warrants and represents to VENDOR that the person executing this Agreement on its behalf has been properly authorized to do so. VENDOR hereby warrants and represents that VENDOR has the full and complete right, power and authority to enter into this Agreement and that the person executing this Agreement on its behalf has been properly authorized to do so.
28. **Conflict.** In the event of conflict between the terms and provisions of this Agreement and the terms and provisions of the Invoice attached hereto, the terms and provisions of this Agreement shall in all instances govern, control and prevail.

***[SIGNATURE PAGE FOLLOWS]***



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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date of the later signature affixed below (the "Effective Date").

VENDOR ENTERTAINMENT, INC.


THE TOWN OF CICERO, Illinois, an Illinois municipal corporation

Ivan Fernandez

Printed Name

Larry Dominick

Printed Name

  
Signature

Signature

\_\_\_\_\_  
Title

Town President

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**



## VIVA JV., LLC Services Agreement

THIS AGREEMENT ("Agreement") entered on 23<sup>rd</sup> day of MARCH 2023 serves as a contract for live music performance services between the undersigned Viva JV., LLC and the undersigned purchaser The Town Of Cicero of such services. Please read carefully, sign and return a copy of the Agreement to Viva JV., LLC.

PURCHASER ("Purchaser"): The Town of Cicero  
Address: 4949 W Cermak Rd  
Cicero, IL 60804

ARTIST and a Stage Manager: Three(3) day artist line-up- Friday, May 5th from 6p-7p, Saturday May 6<sup>th</sup> 2:30p-11p and Sunday May 7<sup>th</sup> 2p-10p.

LOCATION: The Town Of Cicero

DATE OF SHOWS : MAY 5<sup>th</sup>-May 7<sup>th</sup>, 2023

### CONSIDERATION:

As consideration for Artist's performance of the Show, Viva JV., LLC will receive the total amount of US \$33,500.00 NET (the "Guarantee"). Purchaser shall pay as per the following instructions:

### DEPOSIT – BANK INSTRUCTIONS:

Payment Date: April 21, 2023  
Deposit Amount: \$16,750.00  
Bank:  
Account Number:  
ABA / Routing:  
Beneficiary:  
Reference:

**The balance of the contracted amount shall be settled on May 5<sup>th</sup>, 2023.**

### ADDITIONAL OBLIGATIONS:

Purchaser shall be responsible for venue and promotional support. Any and all substitutions must be requested in writing by Purchaser and approved by Viva JV., LLC in advance.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

*Cicero Fest (5/5-5/7)*

**FRIDAY:**

6:00pm-7:00pm----- Los de la Homan  
7:15pm-8:00pm----- Mayito Alvarado  
8:15pm-9:00pm----- Viento y Sol  
9:00pm-10:00pm----- Los Cadetes de Linares

**SATURDAY:**

2:30pm-3:30pm----- \*Folkloric Dance (Cicero handling) \*  
3:45pm-4:45pm----- Ahijados  
5:00pm-6:00pm----- Aliados  
6:15pm-7:15pm----- Grupo Malo  
7:30pm-8:30pm----- \*Cicero Singer\*  
8:45pm-9:45pm----- Los Rodarte  
10:00pm-11:00pm----- Grupo Yndio

**Saturday Stage #2:**

5:00pm-6:00pm----- Grupo Asenso  
7:30pm-8:00pm----- Mayito Alvarado

**SUNDAY:**

2:00pm-2:45pm----- \*Cicero Singer\*  
3:00pm-4:00pm----- Los Coroneles  
4:15pm-5:15pm----- \*Cicero Singer\*  
5:30pm-6:30pm----- Los Picudos  
6:45pm-7:45pm----- Los Cadetes de Linares  
8:00pm-8:45pm----- Brazeros Musical  
9:00pm-10:00pm----- Industria Del Amor

**Sunday Stage #2:**

3:00pm-4:00pm----- Diferente Frecuencia  
4:15pm-5:15pm----- Grupo Malo

**CANCELLATION:**

The Show will take place, and Artist is schedule to perform unless unforeseen conditions. Failure of either party to comply with the terms and conditions of this Agreement due to a Force Majeure Event (hereinafter defined) will not be deemed a breach (partial or otherwise) hereof and will not subject that party to any liability in connection therewith. Cancellation of the Show or termination of this Agreement by either party for any reason other than a Force Majeure or other party's material default hereunder will be deemed a breach of hereof and will entitle the non-breaching party to all remedies available under local, state and federal law. "Force Majeure Event" shall mean the occurrence of an event beyond the control of the Artist or Purchaser that makes performance hereunder impossible, impractical, or unfeasible, including without limitation, act or regulation of public authority, fire, flooding, civil commotion, labor dispute, epidemic / pandemic, substantial interruption in, delay or failure of necessary transportation or technical facilities, war, act of public enemy or terrorism, emergencies, hazardous weather conditions or acts of God. If the Show is cancelled or Artist fails to perform the Show for any reason other than Purchaser's breach of this Agreement, the Artist will ensure the deposit payments made by Purchaser hereunder are immediately refunded / returned.

**INDEMNITY:**

PURCHASER SHALL INDEMNIFY VIVA JV., LLC FROM ANY AND ALL CLAIMS TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO ANY NEGLIGENT OR INTENTIONAL ACT, ERROR OR OMISSION OF ARTIST, ITS EMPLOYEES OR REPRESENTATIVES, WHETHER OR NOT SUCH ACT OR OMISSION IS THE SOLE OR CONCURRENT CAUSE OF SUCH CLAIM.

In Witness Whereof, the parties hereto have set their hands and seals on the date first above written.

Purchaser: TOWN OF CICERO

\_\_\_\_\_  
By: (Purchaser)

VIVA JV., LLC:



By: IVAN FERNANDEZ