
A G E N D A

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

TUESDAY, APRIL 25, 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**

4. **Presentation**

A) The Patriot Award Nomination for Deputy Superintendent Francisco Diaz

B) A Resolution Honoring Benito Morales On His 100th Birthday 3

5. **Approval of Bills**

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

B) Payroll 4

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums 21

2) HMO Premiums 24

3) Accidental Death & Dismemberment Premiums 26

6. **Permits**

A) Drexel School 28

B) Warren Park 33

7. Resolutions

- A) A Resolution Extending The Term Of Certain Appointed Officers, Employees, Officials, And Certain Members Of The Board Of Trustees Appointed To Specific Committees For The Town Of Cicero, County Of Cook, State Of Illinois. 35
- B) A Resolution Authorizing And Approving The Lawn Maintenance Program Agreement For The Department Of Senior Services Of The Town Of Cicero, County Of Cook, State Of Illinois. 40
- C) A Resolution Authorizing And Approving The Purchase Of Brine Pumps For The Bobby Hull Community Ice Rink For The Town Of Cicero, County Of Cook, State Of Illinois. 53
- D) A Resolution Authorizing The Town President To Execute And Enter Into An Amendment To The Agreement With Specialty Consulting, Inc. For Environmental Consulting Services For The Town Of Cicero, County Of Cook, State Of Illinois. 73
- E) A Resolution Authorizing And Approving An Agreement With Monterrey Security Consultants, Inc. To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois. 94
- F) A Resolution Authorizing And Approving A Retail Theft Grant Agreement With The Illinois Attorney General For The Town Of Cicero, County Of Cook, State Of Illinois. 102
- G) A Resolution Authorizing The Town President To Enter Into An Agreement With Laner Muchin, Ltd. For Legal Services For The Town Of Cicero, County Of Cicero, County Of Cook, State Of Illinois. 123
- H) A Resolution Authorizing, Approving, And Ratifying A Grant Application For A Lead Service Line Inventory For The Town Of Cicero, County Of Cook, State Of Illinois. 134

8. New Business

- A) Recommendation By Novotny Engineering To Award The Contract For 21st Place- Lombard Avenue To Central Avenue ("L Strip") Green Infrastructure Paving Improvements To The Lowest Responsible Bidder.

9. Citizen Comments (3 minute limit)

10. Adjournment

A Resolution Honoring Benito Morales On His 100th Birthday

Whereas, Benito Morales has been a resident of the Town of Cicero with his wife Frances Gureca and their seven children since 1985; and

Whereas, Benito Morales is an American veteran who served during World War II receiving the Bronze Star for bravery while with the 39th Infantry or the 9th Infantry Division in Erpel, Germany, rescuing under fire 11 of his military colleagues who had been injured during a Nazi attack; and

Whereas, Benito Morales recently received an ungraded distinction of the Bronze Star to include a V for Valor and Heroism for his service during that battle and his efforts to rescue his fellow Army soldiers; and

Whereas, Benito Morales also received in 2017 the French Legion of Honor, the highest decoration awarded for bravery by the French Government, awarded to him during ceremonies held at the American Legion Manual Perez Jr Post 1017 in Chicago, a post named after his military colleague and friend; and

Whereas, the Town of Cicero is proud of the valor and service to their country that all of our veterans have demonstrated in service to defend this nation in every war since World War I; and

Whereas, the Town of Cicero are proud to acknowledge veterans like Benito Morales who have achieved greatness through courage and bravery and without regard to their own personal safety;

Whereas, Benito Morales will celebrate his 100th birthday on June 9 with his family and friends and the entire community.

Now, Therefore, Be It Resolved, by the Town of Cicero Board of Trustees that Benito Morales be honored for his courage and his service to defend America and that the Board express the gratitude of the entire town for his service this 25th Day of April 2023

And Be It Further Resolved, that a copy of this resolution be presented to him and to his family as a testament to our respect for his achievement, courage and dedication.

Larry Dominick, Town President

Maria Punzo-Arias Town Clerk

HUMAN RESOURCES

DATE 4/18/23
TIME 12:04:57
HIRE DATE NAME
EMPLOYEES BY
HIRE DATE

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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	KOSENESKY, 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	FIGLIO, STEPHEN, A
10/16/1998	PENZKOFER, JEFFREY, M
11/24/1998	VELAZQUEZ, MANUEL
01/04/1999	KOSENESKY, RHONDA, ANN
03/22/1999	MARTINEZ, JOSE, ANGEL
06/14/1999	MELENDEZ, JACQUELINE
07/27/1999	DRAKULICH, LOUIS
07/27/1999	GILPIN, JENNIFER

HUMAN RESOURCES

DATE 4/18/23
TIME 12:04:57
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EMPLOYEES BY
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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

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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
 09/23/2003 RICHERT, ROBERT, J
 10/01/2003 RANGEL, CRUZ, G
 10/09/2003 COMAS, BENJAMIN
 11/25/2003 GUIDO, LOUIS
 01/28/2004 TERRACINO, JAMES, E
 05/03/2004 VALENCIA, LESLIE, G
 09/14/2004 BARRERA, ELIZABETH
 10/01/2004 AVILA, LEONARDINE
 12/14/2004 ALANIS, JOSE, E
 12/14/2004 ALANIS, LUIS, A, JR
 12/14/2004 PEREYRA, KENNETH
 01/18/2005 LEON, MARIA
 02/01/2005 LARA, GERARDO
 02/08/2005 CALDERON, JOSE, J
 02/17/2005 JIMENEZ, JUANITA, V
 03/17/2005 GODINEZ, FERNANDO
 05/10/2005 DOMINICK, LARRY
 05/10/2005 GARCIA, VICTOR, R
 05/10/2005 GIANAKOPOULOS, LISA, A
 05/10/2005 HERNANDEZ, ROLANDO
 05/10/2005 RUEDA, JORGE, M
 06/01/2005 RUIZ, PATRICIA
 06/06/2005 WOLFF, AMANDA, M
 06/13/2005 KUSPER, SARAH
 06/14/2005 SCHMIDT, LUCY, J
 06/15/2005 SANTAMARIA, DAYANARA
 06/16/2005 DEMBOWSKI, PAUL
 06/16/2005 LOPEZ, MARIO, SR
 06/20/2005 BARLOW, ALBERT, M
 06/20/2005 CURRY, MICHAEL, J
 06/20/2005 DURAN, DAVID
 06/28/2005 ARIAS, JOSE, L, SR
 06/28/2005 CHLADA, NICOLE, D

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CORPORATE

06/28/2005 DEMBOWSKI, CYNTHIA
 06/28/2005 DOMINICK, BRIAN, K
 06/28/2005 SCHVACH, MARYLOU
 06/28/2005 WENTE, WAYNE, L
 06/29/2005 GUZMAN, MIGUEL, JR
 07/11/2005 JELIC, NICHOLAS, J
 07/12/2005 TOMSCHIN, THOMAS, M
 07/13/2005 VICERA, ERIC
 07/18/2005 ROCHA, CESAR
 07/25/2005 CUNDARI, EMILIO, H
 07/25/2005 RUGLIO, LEO
 07/26/2005 AROCHO, EDWIN, JR
 08/08/2005 BARRIOS, ZENDA, M
 08/08/2005 LOPEZ, ELIZABETH
 08/08/2005 SKRABACZ, MICHAL, R
 08/09/2005 BUCKLEY, NOAH, T
 08/09/2005 GUIDO, JAMEY, C
 08/09/2005 PEDRETTI, DANIEL, D
 08/09/2005 PEREZ, RAUL, F
 08/09/2005 SOTO, MARCELINO
 08/09/2005 ZAMORA, EDUARDO
 08/29/2005 HIGGINS, TERRY, L
 09/01/2005 PORRAS, SALVADOR
 09/01/2005 ROCHER, SERGE
 09/01/2005 SEROPIAN, DANIEL, T
 09/06/2005 BORJAS, NORMA
 09/08/2005 CASTILLO, NANCY
 09/19/2005 MUNOZ, EDUARDO, T
 09/27/2005 BARRIOS, IRWIN
 10/03/2005 CLAY, OSCAR
 10/31/2005 HERNANDEZ-BUENFIL, STEFANIE, E
 10/31/2005 SAUCEDO, LIBERIO
 11/15/2005 MORENO, MARIA, C
 11/26/2005 KONZ, ROSEMARY, A
 12/20/2005 FUENTES, KARINA
 05/10/2006 TELITZ, NICHOLAS
 06/13/2006 DURKEE, MARY, M
 06/13/2006 NOWAK, FRANCES, J
 06/19/2006 MASTALERZ, MICHELLE, L
 06/20/2006 RASKEY, JAMES
 07/01/2006 CANDELARIA, ADA, I
 07/10/2006 GRAHAM, KELLY, K
 07/24/2006 CRITES, JEFF, A
 08/21/2006 LARA, MARIA
 09/18/2006 BRUNO, JANNETTE
 09/29/2006 KERRY, MATTHEW, A
 10/13/2006 PESEK, ELAINE
 10/31/2006 PADILLA, ANGELICA
 11/01/2006 LEALI VILUMIS, MELISSA
 11/20/2006 SOTELO, VERONICA
 01/10/2007 ALVARADO, ROBERTO, L
 01/10/2007 SAVAGLIO, FRANK, U
 01/10/2007 SCHULLO, DOMINIC, E
 01/10/2007 SCIMONE, NINO, J

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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
 03/20/2007 GARZA, ADAM, JR
 03/20/2007 RASCHKE, BRIAN
 05/06/2007 GATTO, DOMINICK
 05/06/2007 HARRIS, BARBARA
 05/06/2007 HUNTER, ELVIRA, M
 05/06/2007 MANGIA, VLASTA
 05/06/2007 POROD, ERIC
 05/06/2007 THOMAS, JEANINE
 05/18/2007 NAVARRETE, CLAUDIA
 05/22/2007 COTTON, CHRISTOPHER, A
 06/25/2007 ELLIS, AHIME
 06/26/2007 HEREDIA, ANDRES, JR
 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 SALERNO, PATRICIA
 08/27/2007 PINEDA, MARIA, E
 10/22/2007 COUCH, TIFFANY
 10/26/2007 SANCHEZ, YOLANDA
 01/14/2008 ROBLEDO, JORGE
 01/16/2008 TOMASINO, CHRISTOPHER
 04/14/2008 RUBIO, LAURA
 04/22/2008 ARLOWSKI, MICHAEL
 04/22/2008 BAUMGARTNER, MICHAEL
 04/22/2008 LOPEZ, EDDY
 04/22/2008 ROBINSON, RICHARD
 04/22/2008 STRUSKA, STEPHEN
 04/22/2008 ZEPEDA, CESAR
 05/27/2008 CENTENO, SONIA
 05/27/2008 POLCHAN, THOMAS
 05/27/2008 POROD, ROBERT, JR
 05/27/2008 STURDEVANT, NICOLE
 05/27/2008 VARGAS, ISMAEL
 05/28/2008 PEREZ, MARGARITA
 06/09/2008 RODRIGO SCOFIELD, MARTA
 06/10/2008 KUSPER, DONALD, JR
 06/12/2008 CAHUE, JOSE
 06/19/2008 ARIAS, JOSE, L
 06/20/2008 MORELOS, ANTONIO, A
 07/04/2008 SALAS, MARIA
 07/14/2008 RODRIGUEZ, ANA
 08/12/2008 CASTANEDA SALGADO, TACHO
 08/12/2008 GARCIA, EDUARDO
 08/12/2008 INGVE, JONATHAN
 08/12/2008 PATER, RICHARD
 08/12/2008 PEREZ, RAMON

HUMAN RESOURCES

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EMPLOYEES BY

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CORPORATE

08/12/2008 VAZQUEZ, CARLOS
 09/15/2008 COZZI, KENNETH
 10/24/2008 SOVA, RICHARD
 11/03/2008 HERNANDEZ, MARY
 11/19/2008 CASTELO, FRANCISCO K.
 11/20/2008 DAVILA, MANUEL
 11/21/2008 CZARKOWSKI, DAWN
 01/02/2009 BIZARRO, CECILIA
 02/13/2009 GIANAKOPOULOS, RONALD, A
 03/18/2009 PADILLA, ESTELA
 03/18/2009 TREVINO, ELVIRA
 03/22/2009 DECHICIO, MICHAEL
 05/04/2009 MLADEK, BRIAN
 06/01/2009 MANIADAKIS, VALIA
 06/01/2009 PILA, PAMELA
 06/01/2009 ROSAS, ERIKA
 06/10/2009 VARGAS, EDDIE
 07/20/2009 PILA, KIMBERLY
 09/14/2009 GIOVANNELLI, KATHLEEN
 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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CORPORATE

06/14/2011 WIEST, BRANDON
 06/15/2011 REITZ, REBECCA
 06/28/2011 ADAN, ALI
 07/01/2011 MANGIA, DONALD
 09/19/2011 JOHNSON, TERYL
 09/19/2011 OLSON, ROBERTA
 09/19/2011 REYES, FABIOLA
 10/28/2011 SANCHEZ, ROBERTO
 11/18/2011 GRANT, DARRYL
 11/29/2011 MENDEZ III, HERMAN
 12/02/2011 AHEARN, DANIEL
 12/02/2011 CALVILLO, DAVID
 12/04/2011 OBROCHTA, GEORGE, J
 12/05/2011 MINCH, CLYDE, A
 01/27/2012 CANO, CRISTIAN
 03/27/2012 LEUZZI, SHANNON
 03/27/2012 STASIAK, MICHAEL
 03/27/2012 TRAPANI, BRIAN
 05/21/2012 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 MIDELL, 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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CORPORATE

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
 05/31/2022 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 GONZALEZ, ERICK
 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
 10/17/2022 PEREZ-VARELA, RAUDEL
 10/17/2022 SPURLOCK, JARROD
 10/24/2022 ARELLANO, FELICIANO, JR

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CORPORATE

- 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
- 04/03/2023 JOHNSON, PATRICK
- 04/04/2023 FARIAS-BARRON, RAMON

Total Employees: 831
 Estimated Payroll Salary: 1,649,696.02

NOTE: Hourly rates not included in estimated payroll salary

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EMPLOYEES BY

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LIBRARY

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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

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Total Employees: 32
Estimated Payroll Salary: 27,626.18

NOTE: Hourly rates not included in estimated payroll salary

RESOLUTION

RESOLVED THAT THE LIST OF MEDICAL CLAIMS AND THE STOP LOSS INSURANCE POLICY PREMIUM FOR THE MONTH OF FEBRUARY 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$1,450,441.80, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____

Group Health Plan	TOWN OF CICERO 4949 W. CERMAK ROAD CICERO, IL 60804-2461
Employer Account No.	██████████
Bill Group	██████████
Account ID Number	██████████
Invoice Number	873585668191
Invoice Date	02/28/2023
Invoice Period	02/01/2023 - 02/28/2023
Billing Cycle	MONTHLY

Make Electronic (Wire ¹ or ACH ²) Payments to	
Mellon Bank	
Health Care Service Corporation	
HCSC ABA Number	██████████
HCSC Bank Account Number	██████████
Account ID Number	██████████
Amount Due	\$1,450,441.80
Date Due	04/03/2023
See footnotes for important Wire & ACH payment instructions	

Claim Charges/Credits - Paid 2/1/23 - 2/28/23	
Value Based Care-Value Incentive	2,105.31
Medical-Facility	616,783.59
Dental	58,424.34
Pharmacy	356,908.79
Medical-Professional	371,904.66
Value Based Care-Care Coordination	572.79
Total Claim Charges/Credits	\$1,406,699.48

Administration Fees	Calculation Method	
RX Rebate Credit	Per Contract Per Month	(104,617.24)
Medical Rx Rebate Credit	Per Contract Per Month	(1,752.50)
Telehealth	Per Contract Per Month	364.52
Administration Fee - Dental	Per Contract Per Month	2,897.10
IL Access Fee	Monthly IL Access Fee	11,704.33
Administration Fee	Per Contract Per Month	51,902.04
Specific Stop Loss	Per Contract Per Month	71,305.72
APR Savings Program-Data Mining & Post Pay Recovery	Claim Based	23.73
APR Savings Program-Advanced Claim Edits and Coding Validation	Claim Based	6,026.46

(continued on next page)

¹For Electronic payment via Wire

You MUST include the following in the "Reference for Beneficiary" (RFB) (1@16) and "Originator to Beneficiary" (OBI) (1@35) in the following order: **1** Account name, **2** IL, MT, NM, OK or TX (depending on sales location), **3** Account ID number and due date (mmddyy). Please reference the "Make Electronic Payments to" portion at the top right of your invoice for the correct information.

²For Electronic payment via ACH

The PPD and CCD formats have different fields named "Individual ID" or "Identification Number." Please add your account description as directed in the wire instructions in the "Company Description Data" field.

Administration Fees <i>(continued from previous page)</i>	Calculation Method	
APR Savings Program-Provider Audit	Claim Based	2,401.97
APR Savings Program-Coordination of Benefits	Claim Based	4,245.66
Total Administration Fees		\$44,501.79

Administration Adjustments	Incurred Date	
COBRA Admin Fee	02/02/2023	115.00
COVID OTC Test Charge	02/06/2023	55.00
COBRA Admin Fee	02/20/2023	105.00
COBRA Premiums	02/02/2023	(1,123.84)
COVID OTC Test Charge	11/17/2022	67.50
COVID OTC Test Charge	10/13/2022	85.00
COVID OTC Test Charge	09/15/2022	60.00
COBRA Premiums	02/20/2023	(123.13)
Total Administration Adjustments		\$(759.47)

Total Claim Charges/Credits	\$1,406,699.48
Total Administration Fees & Adjustments	\$43,742.32
Total Charges	\$1,450,441.80

Billing Contact
DANIELLE REGGIA
Email: ASO_Billing_Team@bcbsil.com

Account Executive Contact
Dee Mastro-Holzkopf
Email: mastrod@bcbsil.com

Electronic payment is preferred. Check payment is acceptable.

Make checks payable to Health Care Service Corporation	If sending via Overnight Courier	If sending via 1st Class Mail
Include Account ID Number [REDACTED] Amount Due \$1,450,441.80 Date Due 04/03/2023	Health Care Service Corporation Attn: 14169 5505 N. Cumberland Ave. Suite 307 Chicago, IL 60656-1471	Health Care Service Corporation Dept. CH 14169 Palatine, IL 60055-4169

RESOLUTION

RESOLVED THAT THE LIST OF HMO MEDICAL CLAIMS INSURANCE POLICY PREMIUM FOR THE MONTH OF APRIL 2023, PREPARED BY BLUE CROSS & BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$35,437.39, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____



BlueCross Blueshield of Illinois
 A Division of Health Care Service Corporation, a Mutual Legal Balance Company,
 an independent licensee of the Blue Cross and Blue Shield Association.

Remittance Address
 Blue Cross and Blue Shield of Illinois
 P O Box 650615
 Dallas, TX 75285-0615

For All Billing Inquiries Call:
 800-414-7147

Account:	TOWN OF CICERO		8062
Profile:	ALL SUBSCRIBERS		Page
Bill Date:	03-17-2023	Payment Due Date:	04-01-2023
Bill Period:	04-01-2023 to 05-01-2023		3

BILL SUMMARY

Previous Amount Billed

Payments

Wired Funds
 Wired Funds

Adjustments

JANUARY 2023 COBRA PREMIUMS

Total Payments and Adjustments

Remaining Balance

Fees

Current Charges
 Subscriber Fee Adjustments

Total Fees

Total Amount Due

Date	Activity	Total Due
02-27-2023	(27,122.42)	
03-15-2023	(35,437.39)	
02-21-2023	(1,189.11)	
		(\$63,748.92)
		(\$1,189.11)
		\$35,437.39
		\$34,248.28

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

If remitting by check, please use the payment coupon and envelope that is provided with your Bill.

If remitting electronically via wire, please indicate the following in the description field of the remittance:

018209 0000625482 04-01

If sending your payment via overnight delivery service, please include the payment coupon and address to:

Blue Cross Blue Shield of Illinois
 Attention: 650615
 1501 North Plano Road, Suite 100
 Richardson, TX 75081

RESOLUTION

RESOLVED THAT THE LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PREMIUM FOR THE MONTH OF APRIL 2023, PREPARED BY BLUE CROSS BLUE SHIELD OF ILLINOIS, IN THE TOTAL AMOUNT OF \$6,073.65, BE ACCEPTED, PLACED ON FILE AND APPROVED FOR PAYMENT.

LARRY DOMINICK, TOWN PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS, TOWN CLERK

DATE: _____



BlueCross BlueShield of Illinois

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

ELIGIBILITY & BILLING:
(800) 367-6401

ELIGIBILITY CHANGES:
AncillaryQuestionsIL@bcbsil.com

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

STATEMENT DATE: 03/10/2023

PAID TO DATE: 03/01/2023

FOR THE PERIOD: 04/01/2023 THRU 04/30/2023

Email Address: SAJELIC@THETOWNOFCICERO.COM

Group / Account Number: [REDACTED]

BILLING SUMMARY

CURRENT PREMIUM DUE	\$6,073.65
OUTSTANDING PREMIUM DUE	\$6,101.85
TOTAL AMOUNT DUE 04/01/2023	\$12,175.50

REMINDER, PLEASE PAY THE OUTSTANDING PREMIUM SHOWN ABOVE

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

Please complete other side to report changes not previously submitted

PLEASE DETACH AND RETURN WITH CHECK FOR TOTAL DUE

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

GROUP / ACCOUNT NUMBER: [REDACTED]
GROUP NAME: TOWN OF CICERO
FOR THE PERIOD: 04/01/2023 THRU 04/30/2023

CURRENT PREMIUM DUE	\$6,073.65
OUTSTANDING PREMIUM DUE	\$6,101.85
TOTAL AMOUNT DUE 04/01/2023	\$12,175.50



1500010800020840404000001040120230012175500



TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708.656.3600

APPLICATION FOR A STREET CLOSURE FOR A SPECIAL EVENT

RETURN THIS COMPLETED APPLICATION, ANY REQUIRED PAYMENT OR BOND AND AN EXECUTED STREET CLOSURE AGREEMENT TO:

**THE OFFICE OF THE TOWN CLERK
4949 WEST CERMAK ROAD
CICERO, ILLINOIS 60804
TELEPHONE: 708-656-3600
FACSIMILE: 708-656-5801**

THE BOARD OF TRUSTEES OF THE TOWN OF CICERO WILL ONLY REVIEW THIS APPLICATION IF IT IS LEGIBLE AND FILLED OUT COMPLETELY. PLEASE TYPE OR PRINT CLEARLY.

Date of application: 2-24-23. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: Drexel School (the "Sponsor")
- Address of each Sponsor: 5407 W. 36th St.
Cicero
- Telephone number of each Sponsor: (708) 652-5532
- Facsimile number of each Sponsor: _____

AGENT INFORMATION (if the Sponsor is an entity or is an individual who will not be present throughout the duration of the special event, include the following information for an authorized and responsible agent (the "Agent")):

- Name of the Agent: Dr. Luis Illa
- Address of the Agent: 5407 W. 36th St.
- Telephone number of the Agent: 708-652-5532
- Facsimile number of the Agent: _____

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: 5-25-23
- The special event will start at 8:00 a.m. and end at 3:00 p.m.
- The block, intersection or portion of the street that the Sponsor is asking to close: 54th St. & W. 36th St.
- The estimated number of people who will attend the special event: 500
- The purpose or a description of the special event: Field Day

- Will parking be restricted or prohibited during the special event (check one box)?
 YES or NO

- Will any music will be played or sound amplification equipment be used at the special event (check one box)? YES or NO

If YES, all sound amplification equipment must be used in accordance with applicable laws, including the Town of Cicero's noise ordinance.

- Will alcoholic liquor, beverages, food and/or merchandise be sold, offered for sale or given away at the special event (check one box)? YES or NO

If YES, what types of goods will be sold, offered for sale or given away: _____

If YES, the Town of Cicero may require the Sponsor to provide proof to the Town of Cicero that the Sponsor has obtained all necessary permits or licenses to carry out the special event.

- The special Town of Cicero services, if any, that the special event will require: none

STREET CLOSURE AGREEMENT

THIS STREET CLOSURE AGREEMENT (the "Agreement") is entered into as of the 26 day of MAY, 2023 (the "Effective Date") by and between the Town of Cicero, an Illinois municipal corporation (the "Town"), and DREYER (the "Sponsor"). (For convenience, the Town and the Sponsor may be referred to individually as a "Party" and collectively as the "Parties.")

R E C I T A L S

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 ensuring that there are safe and family-friendly activities for individuals residing in the Town; and

WHEREAS, the Sponsor has filed an application (the "Application") for approval of a Special Event, as defined in Section 82-38 of The Code of Ordinances of the Town of Cicero (the "Town Code"); and

WHEREAS, pursuant to Section 82-38 of the Town Code, the Sponsor is the Person (as defined in said section) who wishes to conduct the Special Event, described in the Application and herein, or in whose name the proposed Special Event will be held; and

WHEREAS, the Town has approved the Application, subject to the Parties' entry into this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The statements contained in the recitals to this Agreement are true and correct and are incorporated herein as if set forth in full.

2. Closure of Street(s) Associated with Special Event. Subject to the terms and conditions set forth in this Agreement, the Town agrees to close the streets, or portions thereof, identified in the Application (collectively, the "Street"), in furtherance of and during the Special Event.

3. Revocation of Approval and Termination of Agreement. The Town President or his or her designee may revoke the Town's approval of the Special Event, and may terminate this Agreement, at any time when, by reason of an emergency, disaster, calamity, disorder, riot; extreme traffic conditions; violation of Section 82-38 of the Town Code or any applicable law, statute, ordinance, code, rule, regulation, or order; deviation from and material information contained in the Application; breach of any term of this Agreement; or undue burden on public services, he or she determines that the health, safety, tranquility, morals, or welfare of the public or the safety of any property requires such revocation and termination. Notice of said revocation

REQUIRED ATTACHMENTS:

- A fully executed Street Closure Agreement
- Security Plans

The Sponsor has been given a copy of Chapter 82, Section 82-38 of The Code of Ordinances of the Town of Cicero, Illinois.

THE SPONSOR UNDERSTANDS THAT, IF THIS APPLICATION IS GRANTED: (1) THE SPONSOR MUST MAINTAIN, AT ITS SOLE COST AND EXPENSE, SUCH INSURANCE POLICIES WITH SUCH LIMITS AS DETERMINED BY THE TOWN OF CICERO; (2) THE SPONSOR WILL BE REQUIRED TO POST A BOND OR DEPOSIT WITH THE TOWN OF CICERO A SUM IN AN AMOUNT ESTIMATED TO COVER THE ADDITIONAL PERSONNEL COSTS TO BE INCURRED BY THE TOWN; (3) APPROVAL TO HOLD THE SPECIAL EVENT MAY BE REVOKED BY THE TOWN; (4) THE SPONSOR IS RESPONSIBLE FOR CLEANING THE STREET AND REMOVING ALL MATERIALS AND EQUIPMENT FROM THE STREET AT THE END OF THE SPECIAL EVENT; AND (5) THE SPONSOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS OR ORDERS IN CARRYING OUT THE SPECIAL EVENT.

If this application is granted, the Town of Cicero will notify the Sponsor of the approval, the amount and type of insurance policies required to be carried by the Sponsor, the amount of the bond or sum needed to cover the Town of Cicero's anticipated additional personnel costs, if applicable, and of any other conditions imposed on the special event by the Town of Cicero.



Signature of Sponsor

2-24-23
Date

Leis Illa

Printed Name of Sponsor



Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Request For Street Closure For Drexel School

3 me age

Lupita Diaz-Donato <ldonato@thetownofcicero.com> Thu, Apr 20, 2023 at 1:40 PM
To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Luis Gutierrez lgutierrez1@thetownofcicero.com, Je ica Jaramillo jjaramillo@thetownofcicero.com

--
Lupita Diaz Donato
Town of Cicero
Clerk's Office
(708) 656-3600 Ext. 272

 **PERMIT_DREXELSCHOOL_4.25.23.pdf**
1525K

tboyle@thetownofcicero.com <tboyle@thetownofcicero.com> Thu, Apr 20, 2023 at 4:59 PM
To Lupita Diaz Donato ldonato@thetownofcicero.com

I believe this is an annual thing
It should be good.
Thank you

Sent from my iPhone

> On Apr 20, 2023, at 1:40 PM, Lupita Diaz-Donato <ldonato@thetownofcicero.com> wrote:
>
[Quoted text hidden]
> <PERMIT_DREXELSCHOOL_4.25.23.pdf>

Lupita Diaz-Donato <ldonato@thetownofcicero.com> Thu, Apr 20, 2023 at 5:01 PM
To: tboyle@thetownofcicero.com

Perfect! Thank you.
Lupita
[Quoted text hidden]



Warren Park Elementary School

1225 S. 60th Court
Cicero, IL 60804
(708) 780-2299

3/6/2023

Ms. Maria Punzo Arias
Town Clerk
4949 W.Cermack Road
Cicero, IL 60804

Dear Ms. Punzo Arias,

I am writing this letter to request a permit for street closure. The application has been submitted. We need the permit for our annual **Warren Park Field Day: EOY Celebration**.

We would like the 60th Court blocked off from 13th Street to the alleyway on 60th Court. The timeframe we are requesting is from 8:30 AM until 3:00 PM on Wednesday, May 31st. The Field Day starts at 9:00 AM and ends at 2:30 PM. We would like the extra time before the start and end of the Celebration to set-up and clean up.

If you require any further information, you can contact me at Warren Park School.

Sincerely,

Raquel Jenke, *Principal*
Warren Park School
1225 S. 60th Court
(708)780-2299



Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Request for Street Closure for Warren Park School Field Day

3 me age

Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Wed, Apr 19, 2023 at 5:59 PM

To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Luis Gutierrez lgutierrez1@thetownofcicero.com, Jeica Jaramillo jjaramillo@thetownofcicero.com

--
Lupita Diaz Donato
Town of Cicero
Clerk's Office
(708) 656-3600 Ext. 272

 **PERMIT_WARRENPARK_4.25.23.pdf**
195K

tboyle@thetownofcicero.com tboyle@thetownofcicero.com

Wed, Apr 19, 2023 at 9 23 PM

To: Lupita Diaz-Donato <ldonato@thetownofcicero.com>

No objection . I believe they do this at the end of every year.
Thank you

Sent from my iPhone

> On Apr 19, 2023, at 5:59 PM, Lupita Diaz-Donato <ldonato@thetownofcicero.com> wrote:

>
[Quoted text hidden]
> <PERMIT_WARRENPARK_4.25.23.pdf>

Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Thu, Apr 20, 2023 at 10:05 AM

To: tboyle@thetownofcicero.com

Perfect, thank you!
[Quoted text hidden]

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, the term of the aforementioned appointments (the “Appointments”) will expire at 11:59 p.m. on April 30, 2023 or at such other time as the Corporate Authorities deem necessary; and

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

Town to extend the term of the Appointments until 11:59 p.m. on May 31, 2023, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the extension of the Appointments until 11:59 p.m. on May 31, 2023, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

Section 3.0 Effectiveness and Term of Appointments.

The Corporate Authorities hereby extend the term of the Appointments from 11:59 p.m. on April 30, 2023 to 11:59 p.m. on May 31, 2023, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

**ARTICLE II.
AUTHORIZATION**

Section 4.0 Authorization.

The Corporate Authorities hereby authorize the extension of the Appointments, which Appointments shall remain in full force and effect until 11:59 p.m. on May 31, 2023, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

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

Section 5.0 Headings.

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

Section 6.0 Severability.

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

Section 7.0 Superseder.

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

Section 8.0 Publication.

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

Section 9.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE LAWN MAINTENANCE PROGRAM AGREEMENT FOR THE DEPARTMENT OF SENIOR SERVICES OF THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to providing necessary services to Town residents; and

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

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

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

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

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

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

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, 2023, between the **Town of Cicero**, acting by and through the **President and Board of Trustees**, known as the party of the first part, and _____, his/their executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH THAT, for and in consideration of the payment terms to be made and the scope of work to be performed, as specified in the documents hereto attached, by the party of the first part, the party of the second part agrees with said party of the first part at his/their own cost and expense to furnish all equipment, materials and labor necessary to complete the work in accordance with the specifications hereto attached in full compliance with all of the terms of this Agreement.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part:

ATTEST: The TOWN OF CICERO

Maria Punzo-Arias, Clerk

By: _____
Larry Dominick, President

(S E A L)

Party of the Second Part:

(Corporate Name)

Notary Public
(S E A L)

By: _____
Title: _____

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

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

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

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

R-2. Background Checks.

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

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

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

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

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

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

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

(Signature page to follow)

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____ Date _____
Representative
Town of Cicero

By: _____ Date _____
Representative
Vendor

**TOWN OF CICERO
DEPARTMENT OF SENIOR SERVICES
2023 LAWN MAINTENANCE**

***SPECIAL PROVISION ***

LAWN MOWING

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

- 1) The lawn mowing service will only include mowing and trimming (i.e. by “weed wacking equipment) at sidewalk edge locations and areas that are not accessible by lawn mowing equipment. This work will **not** include any sidewalk edging with power edging equipment, weeding, fertilizing, watering, tree or bush trimming, and landscaping work.
- 2) All sidewalk, driveway, and patio pavements shall be swept or cleared with power blowing equipment upon completion of the lawn mowing work. All work shall be done in an acceptable workmanlike manner and meet the approval of the Department of Senior Services.
- 3) The first two lawn mowings for each lot will include the bagging and the off-site removal and disposal of the lawn waste clippings. No additional compensation will be allowed the extra work that may be required due to the initial lawn grass height. All subsequent lawn mowings shall be performed using lawn mowing equipment with mulching devices.
- 4) The Contractor will also be required to bag and remove the lawn waste clippings off site if the lawn is wet and the mowing/mulching operation results in unsightly clumping of the grass clippings. No additional compensation will be made for this additional work. The Director of Senior Services will have sole authority to direct when bagging and removal of the lawn waste clippings shall be performed.
- 5) Each residential lot location will be mowed a maximum of once a week. The lawn mowing contracts will tentatively begin the week of **May 1, 2023.**
- 6) The Department of Senior Services may cancel weekly lawn mowing operations due to drought or other conditions as determined by their Department. No additional compensation will be made for the reduction of weekly lawn mowing.
- 7) Weekend lawn mowing work will only be allowed as approved and directed by the Department of Senior Services.
- 8) The Contractor will be provided with a list of address locations for each awarded Contract Area once all applications are received and tabulated.

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

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

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

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

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

Fixed Unit Price = \$9.00/Single Lot

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

Fixed Unit Price = \$16.00/Double Lot

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

Fixed Unit Price = \$23.00/Triple Lot

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

APPLICATION

TOWN OF CICERO

DEPARTMENT OF SENIOR SERVICES

2023 LAWN MAINTENANCE PROGRAM

Date: April 17, 2023

Company: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

Manpower and Equipment Information:

Estimated number of workers to be available to be employed = _____

Lawn Maintenance Equipment Available: 1) Mowers _____

2) Trucks _____

3) Other Equipment: _____

Total Maximum Number of Lawn Maintenance Lots Requested = _____

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

Comments:

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF BRINE PUMPS FOR THE BOBBY HULL COMMUNITY ICE RINK FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, FE Moran Refrigeration (“FE Moran”) has provided the Town with a certain proposal (the “Proposal”), attached hereto and incorporated herein as Exhibit A, whereby FE Moran would provide brine pumps and related services for the ice rinks at the Bobby Hull Community Ice Rink in the Town (the “Equipment and Services”); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve the Proposal for the Equipment and 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 execute the Proposal for the purchase of the Equipment and 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 the Proposal for the purchase of the Equipment and 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

Equipment and Services contained within the Proposal are subject to competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

Memo

To: President Dominick and the Board of Trustees

From: Jimmy Terracino

Date: 4/11/23

Re: ICE RINK CHILLER BRINE PUMP REPLACEMENT

Hello,

We need to replace the Ice Rinks chiller brine pumps before next ice season. The wear and tear over the last 12 years has taken its toll. I've attached 3 quote proposals for the replacement of both pumps.

I recommend we go with the lowest proposal of the 3. FE Moran.

Thank you all for the support over the years!

Jimmy Terracino



**F.E. MORAN
REFRIGERATION**



femoran.com

15700 W. 103rd Street • Lemont, IL. 60439

Jimmy Terracino
Bobby Hull Community Ice Rink
3400 53rd Ave, Cicero, IL. 60804

4-7-23

RE: New Brine Pumps

Jimmy,

F.E. Moran, Inc. Refrigeration is pleased to submit the following proposal to provide and install two new B&G brine pumps for your ice rink.

Scope of Work:

- Remove existing B&G glycol pump skids
- Provide and install two (2) new B&G Model E-1510 pump skids
- Provide labor to install pump skids and reconnect suction piping and discharge vibration eliminator
- Replace all gaskets
- Pressure test with nitrogen.
- Reconnect power and start up new pump

Pricing:

Total for above (Less Tax)- \$ 22,000.00

Equipment Lead Time on Pumps is 14-16 Weeks from Approval



Clarifications:

- Power wiring disconnect and reconnect IS Included
- Insulation patch work IS NOT Included
- Any delays due to plant issues (faulty valves not holding, production conflicts, schedule acceleration etc.) will be tracked, reviewed with the customer, and billed on a Time and Materials basis
- Any work outside this scope will be tracked, reviewed with the customer, and billed on a Time and Materials basis
- Premium Time is Not Included
- **Taxes are Not Included-Tax Exemption # E99981841**
- 1 year equipment and labor warranty are Included
- Proposal valid for 20 days

Respectfully,

F.E. Moran, Inc. Refrigeration

Dan Okoskey

Senior Project Executive

Material Escalation Clause. Customer agrees that the pricing offered in this Proposal by FE Moran Inc. Refrigeration is based upon the pricing of steel and other commodities and its availability as of the date of this Proposal. Customer and FE Moran Inc. Refrigeration agree that given the uncertainty in current market trends and conditions, the cost and availability of steel/copper, steel/copper products and other commodities may rise, and that any such increase in the cost of materials ordered by FE Moran Refrigeration for this project after the date of this Proposal or any surcharges or other costs imposed, shall result in a corresponding dollar for dollar increase in FE Moran Inc. Refrigeration's Proposal price. FE Moran Inc. Refrigeration agrees to provide timely information to Customer about any increase in the cost of steel/copper, steel/copper products and other commodities and Customer agrees to execute, at FE Moran Inc. Refrigeration's request, an addendum including a nondisclosure agreement whereby Customer agrees to pay FE Moran Inc. Refrigeration for any increases as described above under the terms and conditions agreed upon and stated in this Proposal.



15700 W. 103rd Street • Lemont, IL. 60439

This proposal contains proprietary design and pricing information and is provided to the CUSTOMER for their confidential use only. The CUSTOMER agrees not to lend, reproduce or otherwise disclose its contents without express written consent of F.E. Moran, Inc., Refrigeration.

Thank you for your confidence in F.E. Moran, Inc. Refrigeration and for the opportunity to be of service to you. If you have any questions, please feel free to call me at 773-848-5591

Customer's Acceptance:

Date: _____ Accepted by: _____

Terms & Conditions

TERMS: F.E. Moran, Inc. Refrigeration payments are due **30 days** from receipt of invoice. If the proposal amount exceeds \$10,000.00, CUSTOMER shall pay a down payment. The down payment shall be equivalent to 25% of the proposal amount. Upon receipt of the down payment F.E. Moran, Inc., Refrigeration shall commence work. CUSTOMER agrees to pay interest on any sums outstanding and past due computed at 1.5% per month or at highest lawful rate if that rate is lower. Any costs to collect any outstanding and past due amounts, including reasonable attorney fees, shall be paid by CUSTOMER.

INVOICING: F.E. Moran, Inc., Refrigeration reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.

TAXES: Prices quoted are inclusive of taxes, unless noted otherwise, or in lieu thereof. The CUSTOMER shall provide F.E. Moran, Inc. Refrigeration with a Tax Exemption Certificate acceptable to the taxing authorities if the CUSTOMER is tax exempt.

EXCLUSIONS: Permits and fees are not included in this proposal price. Asbestos removal or detection, smoke detectors, lead abatement, structural steel, painting, roofing, plumbing, sprinkler or electrical system additions or revisions are not included. It is assumed that the existing building systems and structure are capable of handling the specified repairs to or replacement of CUSTOMER's refrigeration system, (which include the building structural, electrical, and mechanical systems).



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GUARANTEE AND WARRANTY: The proposal includes a one (1) year parts warranty from the manufacturer and a ninety (90) day workmanship guarantee from F.E. Moran, Inc., Refrigeration from date of completion of such work. Any extended equipment / part warranties or defined requirements will be listed under “Clarifications” above. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. The CUSTOMER agrees to provide routine maintenance as specified by the manufacturer to ensure efficient operation and warranty coverage. Warranty will be void if the following occurs: (i) payments are not made in accordance with the terms and

conditions of this proposal; (ii) the CUSTOMER neglects to keep the operation of its refrigeration system in good working order; (iii) CUSTOMER carelessly damages, misuses or abuses its refrigeration system; (iv) any damage to CUSTOMER’s refrigeration system results from any unforeseen condition occurring beyond F.E. Moran, Inc., Refrigeration’s control; or (v) the CUSTOMER or a third party performs any alteration, modification, installation, or repair to the CUSTOMER’s refrigeration system.

GENERAL TERMS AND CONDITIONS: Unless specifically stated otherwise, all work will be performed by competent union workers during normal working hours, Monday through Friday, 7:00AM until 3:30 PM. This proposal supersedes all previously dated documents. F.E. Moran, Inc., Refrigeration shall not be required to furnish any equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this proposal. CUSTOMER agrees that the venue for any legal actions shall be in the Circuit Courts of Cook County. F.E. Moran, Inc. Refrigeration’s time to perform its obligations shall be extended as necessary if performance is delayed by parts or equipment unavailability, pandemic, strikes, lockouts or other labor difficulties; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond F.E. Moran, Inc., Refrigeration’s reasonable control.

BRINE PUMPS

Bobby Hall Ice rink

Cicero, IL

Clauger Contact:

Brian Wolke

brianw@dualtempcompanies.com

DualTemp clauger 

Innovating With You Today For A Better Tomorrow



Jim Terracino <jimterracino@thetownofcicero.com>

RE: Dual Temp Revised (2) Brine Pump quote

Jim Terracino <jimterracino@thetownofcicero.com>
To: Brian WOLKE <brianw@dualtempcompanies.com>

Thu, Apr 6, 2023 at 8:44 AM

Hey Brian,

Is there any way you can update the date on the proposal? I know it said quote is good for 30 days. Our Board wanted updated Quotes from all potential vendors.

Thanks again!

Jimmy
[Quoted text hidden]



Jim Terracino <jimterracino@thetownofcicero.com>

RE: Dual Temp Revised (2) Brine Pump quote

Brian WOLKE <brianw@dualtempcompanies.com>
To: Jim Terracino <jimterracino@thetownofcicero.com>

Thu, Apr 6, 2023 at 8:57 AM

Hi Jim,

Our quote is still good.

Thanks

Brian Wolke

Corporate Refrigeration Sales

DualTemp clauger 

9550 W. 55th Street

Unit A

McCook, IL 60525

(773) 254-9800

Cell 

From: Jim Terracino <jimterracino@thetownofcicero.com>
Sent: Thursday, April 6, 2023 8:44 AM
To: Brian WOLKE <brianw@dualtempcompanies.com>
Subject: Re: Dual Temp Revised (2) Brine Pump quote

Hey Brian,

Is there any way you can update the date on the proposal? I know it said quote is good for 30 days. Our Board wanted updated Quotes from all potential vendors.

Thanks again!

DualTemp clauger

February 21, 2023

Customer: Bobby Hall Ice rink
Location: Cicero, IL
Category: Construction
Sales Contact: Brian Wolke
Proposal By: Brian Wolke
Proposal #: 3053

RE: Brine Pumps

Jim,

Per your request, Dual Temp is pleased to submit the following proposal, to replace (2) existing B&G pump with a new B&G Base Mounted Pump Series e-1510, Model e-1510, 6 BD, SS, 40 HP, 1800 RPM, 324T Frame, with 8.75" Impeller, STD-Buna/Carbon/Ceramic/SS/Bronze Seal, BG Choice, ODP, Nema Premium Efficient, 230/460/3/60 Motor, 1200 gpm, 60 ft.

scope of work:

- Furnish and install (2) New B&G Pump
- Remove existing pump.
- Furnish and install labor and material to install new pump.
- Furnish and install any necessary support for pump.
- Start up.

Total Cost\$26,562.00

Taxes not included.

Clarifications:

- All labor has been based upon straight time.
- Taxes are not included.
- Permit not included.
- Any unforeseen electrical controls or power wiring.
- This quote is good for 30 Days.

Should you have any questions or need more details, please give me a call.

Best Regards,

Brian Wolke

Dual Temp Clauger

Cell: XXXXXXXXXX

brianw@dualtempcompanies.com

DualTemp clauger

Terms and Conditions

1. This is the complete agreement and supersedes all previous written or oral statements. Terms and conditions added by customer do not become part of the agreement unless accepted in writing by Clauger. No modifications to this agreement shall be binding unless agreed to in writing by both parties. If customer instructs Clauger to proceed with this work without signing this agreement, customer and Clauger are deemed to have entered into a contract on the terms and conditions set forth herein.
2. Payment.
 - a. Total contract price under \$50,000, payment due NET 30 from receipt of invoice.
 - b. Total contract price over \$50,000
 - i. 30% down payment, due upon acceptance of this agreement and before Clauger proceeds with work. The down payment will be applied pro rata over the duration of the project. Clauger not obligated to commence work until the down payment is received.
 - ii. Progress payments thereafter for the duration of the project, typically monthly, for work performed that period, except that all materials and equipment will be invoiced and payable 100% upon delivery, regardless of whether installed. All progress payments due NET 15 from receipt of invoice from Clauger.
 - iii. Under certain circumstances, Clauger may require payment for materials or equipment (a) prior to shipment or (b) that is being stored offsite.
 - iv. Clauger may suspend work if any progress payment is not timely paid. Once the progress payment is paid, Clauger may recommence work and will be entitled to recover from Customer all costs incurred by Clauger due to the suspension and recommencement of work.
 - v. Final payment shall be due upon substantial completion of work; provided however, that Customer may withhold from the final payment a retainage amount equal to the cost of completing the punch list work, if any. Retainage will become due to Clauger as each punch list item is completed. Clauger may suspend completion of the punch list work if final payment and retainage disbursements are not timely paid.
3. Late Payments
 - a. Payments late over 15 days, incur a late charge of 2.5% on the total amount of invoice.
 - b. Payments late over 30 days, incur interest at the highest rate allowed by law, and Clauger shall be entitled to recover all costs of collection such as legal costs including attorney and paralegal fees incurred at any time.
4. Costs. Unless otherwise specified by Clauger, costs are exclusive of all applicable local, state, federal or foreign taxes, including sales and excise taxes, or tariffs that may be levied on the goods or the sale of goods, and any such taxes or tariffs paid by Clauger shall be reimbursed by customer and may be invoiced by Clauger as an additional cost to be paid by the customer.
5. Insurance: Clauger carries workers compensation, commercial general liability, and automobile liability insurances. Customer may request a copy of Clauger's certificate of insurance. Customer shall maintain liability insurance and shall provide a copy to Clauger. Customer shall purchase and maintain property insurance on an all-risk or equivalent form, including builder's risk, sufficient to cover the entire contract price, for the duration of the project and until final payment is made to Clauger. Customer's insurances shall fully protect the interests of customer as well as Clauger and its subcontractors and name them as additional insureds on a primary and non-contributory basis. Clauger and customer waive all rights against each other and any subcontractors, employees, or agents, including subrogation rights, for all damages of any type caused by any hazard or any other losses that can be covered by property insurance. Clauger may name customer as additional insured, if requested by customer, and such naming will apply only to claims made against the additional insured only to the extent the claim is due to the sole negligence of Clauger and is not intended to make Clauger's insurer liable for claims due to the fault of others, such as those named as additional insured.
6. Other Customer Responsibilities: Customer will provide full information regarding its requirements for the project. Customer will cooperate and work closely with Clauger in the completion of the project. Customer will attend construction meetings to discuss construction issues. Customer shall furnish information or services reasonably requested by Clauger with reasonable promptness. Customer shall furnish any other information that Customer knows or should know to be relevant to the project and Clauger's performance of the scope of work. Clauger shall be entitled to rely on the accuracy of information furnished by Customer. Customer shall furnish to Clauger information necessary and relevant for Clauger to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the Property and

DualTemp clauger

Customer's interest therein. Customer shall provide clear, safe, and continuous access for all of the work. Customer will provide Clauger sufficient parking spaces or other areas to be used for material storage, parking, etc. Customer will coordinate, or allow Clauger to coordinate, traffic, ingress, and egress. Customer agrees not to interfere with completion of the work. Customer must timely approve change orders, render decisions promptly, and furnish information expeditiously and in time to meet the work progress schedule. Customer shall inform Clauger of the presence of any hazardous substances or unsafe conditions at the property, and does hereby defend, indemnify, and holds harmless Clauger from claims by any person arising from the existence of and/or exposure to hazardous substances or unsafe conditions at the property.

7. Changes. Changes in Clauger's scope may be requested by customer, and Clauger may choose to either (i) perform such change and request payment in addition to the contract price via invoice or (ii) not perform such work until customer signs a change order or pays for such change in advance. If the change results in an increase in cost to Clauger fulfilling its obligations hereunder, the contract price shall be increased accordingly on a basis set by Clauger. If the change results in an increase in time to Clauger fulfilling its obligations hereunder, the schedule shall be increased accordingly on a basis set by Clauger. Any changes or additions shall be supplied under the terms of this agreement.
8. Warranty. Clauger warrants to the owner that materials and equipment furnished under the contract will be good quality and new unless the contract documents require or permit otherwise. Clauger further warrants the work will be free of material defects. Clauger's warranty excludes remedy for damage arising from or related to abuse, alterations not performed by Clauger, improper or insufficient maintenance, improper operation, or wear and tear. Except for products manufactured by Clauger, the warranty of the respective manufacturer of any items of new equipment and parts is customer's sole warranty or remedy for defects in such equipment or parts, and Clauger shall not be held liable. Clauger's obligation under its warranties shall be limited to repairing, replacing, or allowing credit for, defects in its workmanship, for a period not to exceed one (1) year from the date of installation. WARRANTIES PROVIDED ARE IN LIEU OF ALL OTHER WARRANTIES AND NO WARRANTIES OF MERCHANTABILITY OR FITNESS ARE PROVIDED. Any used equipment or parts are sold to customer "as is" without warranty.
9. Delays / Force Majeure: In the event of any circumstance beyond Clauger's direct and reasonable control, such as acts of God, fires, floods, weather, government orders or inspections, civil or military disturbances, terrorism, sabotage, vandalism, theft, labor strikes or shortages, material shortages or rationing, price increases for materials or labor, epidemics, quarantines, power failures, computer failure, changes made at customer's request or required due to site layout, utility availability, or otherwise, interference or delay by customer or customer's other contractors/suppliers, etc., Clauger shall not be liable for any damages resulting from such causes, and shall be entitled to an equitable adjustment in the contract price and contract time (if any), or to terminate the contract for convenience.
10. Shipment Terms. All materials and equipment are sold to Customer F.O.B. point of shipment. Title and risk of loss, damage, or destruction shall transfer to Customer at the point of shipment; Customer represents and agrees that its builder's risk insurance shall provide coverage for such loss, damage, or destruction. Unless specifically agreed in writing, shipment and delivery dates quoted are estimates, and Clauger does not guarantee a date for shipment or delivery. Partial shipments are authorized.
11. Indemnity: Clauger, to the fullest extent permitted by law, shall indemnify, hold harmless and defend customer, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts, errors, or omissions of Clauger or its consultants, subcontractors, or anyone employed by any of them, or anyone for whose acts any of them may be liable, but only to the extent such loss is covered by the insurance policies of Clauger referenced above. Customer, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Clauger and any of its officers, directors, employees, agents, consultants, or subcontractors from and against claims, losses, damages, liabilities, including investigation and legal costs, such as attorneys' fees, paralegal fees, and expert fees, whenever occurred, arising from or related to bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligence, acts, errors, or omissions of customer or customer's contractors, suppliers, or consultants, or anyone for whose acts any of them may be liable.
12. Limitation of Liability: Clauger shall not be held liable for any incidental, special, or consequential damages, including but not limited to loss of revenue, loss of use, reputation, or economic damages arising from or related to any reason, including but not limited to Clauger's performance of this agreement, delay, breach of contract, strict liability, or negligence. Clauger shall be liable to customer only for direct damages and limited to the proportionate extent that Clauger's acts or omissions directly contributed to the damage or injury. Clauger's maximum liability for any reason shall not exceed the lesser of (a) the total contract price, and (b) the amount covered by Clauger's available insurance, and Customer agrees to look solely to policies of insurance in recovery and not to Clauger.
13. Termination: Customer may terminate this agreement at any time. In such event, Clauger shall be paid for work performed or delivered prior to termination, costs incurred because of the termination, such as demobilization, lost time, and contract break

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fees, and reasonable overhead and profit on the work not executed. Clauger reserves the right to stop work at any time if customer does not make any payment when due or if customer otherwise breaches its obligations, and Clauger may then terminate the agreement if customer does not cure within 15 days.

14. **Permitting:** If permits are required for this project, Clauger will assist customer in preparing applications at customer's direction and responsibility. Customer holds Clauger harmless for any losses, liabilities, or delays resulting from permitting delays or regulatory action. Clauger cannot guarantee permits and necessary approvals will be obtained.
15. **General:** The laws of the State of Florida shall govern this agreement, and the venue and jurisdiction for resolution of any dispute arising from or related to this agreement shall be in the State of Florida, and the parties hereby expressly waive any objections to personal jurisdiction or venue being laid therein and forum non conveniens. Customer shall not assign this agreement or any right or obligation arising hereunder. In the event either party shall on any occasion fail to perform or fulfill any of the terms of this agreement and the other party shall not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion. In the event a court or other component tribunal determines that any provision or part of this agreement is unenforceable for any reason, all the other provisions and parts thereof shall remain valid and legally binding. The remedies provided to Clauger under this agreement shall be cumulative and in addition to all other remedies provided by law. The headings to the paragraphs of this agreement are provided for ease of reference. The parties stipulate that this agreement is the joint product of both parties and shall not be construed against either party. Customer agrees that Clauger may require any dispute be resolved by binding arbitration, administered by the American Arbitration Association under its applicable rules.
16. **Safety:** While Clauger is on job site or Customer facility, Customer agrees that they will be responsible for working conditions, including safety of all persons and property, in compliance with OSHA regulations.
17. **Engineering Estimates of Cost:** Engineering estimates of costs given by Clauger as part of an engineering deliverable are not guaranteed, as neither Clauger nor its Engineer has control over the cost of labor, materials, equipment, or market conditions.
18. **Use of Documents:** Engineering deliverables including drawings and specifications furnished by Clauger and/or its Engineer are instruments of service and Clauger and/or its Engineer shall retain ownership and property interest, with a non-exclusive, non-transferable, limited license to Customer solely for the purpose of this specific project. Customer may make and retain copies for information and reference; however, documents are not intended or suitable for reuse for other purposes on this project or other projects. Any reuse or adaptation of the original documents, without written approval by Clauger shall be at Customer's sole risk, without liability to Clauger or Engineer, and Customer shall indemnify and hold harmless Clauger and the Engineer from all claims and damages including attorney's fees. Copies of design deliverables are limited to hard copies.
19. **ENGINEER LIABILITY:** PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OR AGENT OF CLAUGER'S MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

By signing below, I acknowledge I have read the proposal and associated terms and conditions above and accept all work performed by Clauger will be done under these terms and conditions, and that Customer is bound thereby.

Signature: _____

Name: _____

Title: _____

Date: _____

Purchase Order: _____



Where Service Work + Operations
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The Stone Group
228 N. Washburn
Chicago, IL 60612

January 17, 2023

Mr. Jimmy Terracino
Director of Operations
Bobby Hull Community Ice Rink
3400 53rd Avenue
Cicero, IL 60804

Project: Town of Cicero Bobby Hull Community Ice Rink Pump Replacement

Mr. Terracino,

The Stone Group is pleased to submit the following proposal for your review and approval. We propose to furnish all the necessary labor, material and equipment required to perform the following scope of work:

- Mobilize tools and set up safe work environment
- Disconnect supply electric to damaged pump seen during walk through
- Isolate chilled water valves for damaged pump, if valves do not hold, a separate proposal will be submitted to make additional necessary repairs
- Remove existing pump and dispose of properly off site, if glycol is lost during the removal of the pump, customer supplied glycol can be installed during startup
- Furnish and install one new Bell & Gossett Series e-1510 6BD Base Mounted End Suction Pump
- Remove isolation to existing valves and leak check new pump
- Insulate new equipment to match existing
- Connect existing supply electric to new pump
- Start up and test for proper operation
- Clean all debris and equipment off job site upon completion

The cost for this scope of work: **\$28,360.00**

16-18-week lead time to receive pump upon placing order.

Exclusions and Clarifications:

- Fees, warranties, permits, and bonds are excluded
- Any system problems not included in the scope of work detailed above are excluded
- Special insurance requirements
- Not responsible for manufacturer or shipping delays



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The Stone Group
228 N. Washtenaw
Chicago, IL 60612

- Not responsible for asbestos/lead removal or testing
- Protection of equipment while working in occupied areas
- Price is guaranteed for 30 days
- All work to be completed Monday through Friday during normal business hours
- Overtime, after-hours, Saturday, Sunday, and Holiday work is excluded
- Any system problems not included in this scope will have a new quote for repairs submitted as soon as possible
- The Stone Group is not responsible for damages to stationary, moveable, or personal property, before, during, or after the above scope of work is performed
- If additional damages are found during the above scope of work, a separate proposal will be submitted to make additional repairs
- Additional exclusions include HVAC, carpentry, trim, framing, BAS, fire system, landscaping, lead and asbestos abatement, insulation, electrical, elevator, plumbing, roof, structural and civil engineering, security and security fees, cosmetic/paint, concrete, brick work, tuckpointing, unforeseen, imbedded, or concealed utilities in need of relocation, and flooring repairs

If this proposal meets your approval, please sign, date, and send back via e-mail and we will schedule the work with you as soon as possible. As a condition of this proposal, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the above proposed will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by customer and approval of an officer of The Stone Group Inc. as evidenced by their signatures below. This Agreement sets forth all the terms and conditions binding upon the parties hereto on the reverse hereof, and no person has authority to make any claim, representation promise or condition on behalf of The Stone Group Inc. which is not expressed herein. This proposal is valid for thirty (30) days.

The Stone Group

Client

Signature: Kevin Seidelmann

Print Name: Kevin Seidelmann

Address: 228 N. Washtenaw

Chicago, IL 60612

Email: kevin.seidelmann@thestone.group

Phone: 773-573-4904

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO EXECUTE AND ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH SPECIALTY CONSULTING, INC. FOR ENVIRONMENTAL CONSULTING 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, previously, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) determined that it was in the best interests of the Town and its residents to construct a new park and playground which will be inclusive for children of all abilities (the “Project”); and

WHEREAS, the Department of Housing (the “Department”) will administer Community Development Block Grants (“CDBG”) to fund the Project; and

WHEREAS, in connection with the Project, the Department issued a Request for Proposals (“RFP”) for environmental consulting services (the “Services”); and

WHEREAS, Specialty Consulting, Inc. (“Specialty”) was determined to be the lowest, responsible respondent to the RFP, and has provided the Town with specific terms under

which it would provide the Services to the Town, which were set forth in the agreement (the “Agreement”), incorporated herein by reference; and

WHEREAS, after investigations of the Project Site, Specialty has provided the Town with an amendment to the Agreement (the “Amendment”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities find that it is necessary for the effective administration of government that the Town execute, enter into, and approve an agreement with terms substantially the same as the terms of the Amendment; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to approve and enter into the Amendment to the Agreement with Specialty and to further authorize the

President to take all steps necessary to carry out the terms of the Amendment and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to approve and enter into the Amendment in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Amendment, 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 Amendment 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.

**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
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



April 11, 2023

Mr. Tom M. Tomschin
Town of Cicero, Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

**Re: Proposal for Comprehensive Site Investigation - Town of Cicero Inclusion Park
1834 S. Laramie Avenue (PIN 16-21-309-008-0000) and
1844 S. Laramie Avenue (PIN 16-21-309-009-0000)**

Dear Mr. Tomschin:

Specialty Consulting, Inc. (SPC) is pleased to provide this proposal to conduct a Comprehensive Site Investigation (ESA) for the properties located at 1834 S. Laramie Avenue (PIN 16-21-309-008-0000) and 1844 S. Laramie Avenue (PIN 16-21-309-009-0000) in Cicero, Illinois (herein referred to as the “Subject Property”). SPC was previously engaged by the Town of Cicero, Department of Housing (Town of Cicero)(the Client) to perform a review of due diligence documents and additional environmental historical documents for the Subject Property and adjoining properties, which is documented within a draft report dated March 16, 2023 and serves as the basis of our proposed scope of services. A summary of relevant background information along with our proposed scope of services, schedule and fees are provided below.

BACKGROUND

SPC conducted a peer review of various Phase I ESA and Phase II ESA reports prepared by K-Plus Environmental Services (K-Plus) for the Cicero Transit Authority (CTA). SPC also reviewed information obtained from available online environmental databases. Based on our review of the available documents, SPC noted the following:

Phase I ESA – December 2009: The property is comprised of approximately 3.16 acres of land and at the time of the K-Plus report was improved with a partial two-story 75,500 square-foot industrial building. The building included a front office area and a production area. During the site visit, K-Plus observed the property to be in fair condition and was used as a manufacturing plant for commercial grade dishwashers. In general, sheets of raw stainless steel were delivered to the property where machines cut, bent, and shaped the steel to form the exterior parts of a commercial dishwasher. Internal parts were either purchased prefabricated and stored, or assembled on the property, or generated on the property. Sections of the property were designated for tool and die, painting, or dry assembly of the parts. The Phase I ESA

identified the property as improved with a machinery manufacturer sometime between 1915 and 1921 and remained industrial in use to the date of the site visit. Fire insurance maps depict two paint rooms and a heating plant associated with the facility. A concrete driveway and gravel parking lot surrounded the building.

K-Plus noted the use and storage of hazardous materials on the production floor of the building during their site visit. Specifically, K-Plus noted the presence of paint booths and associated containers storing paints and thinning liquids. K-Plus also noted the presence of large cutting and stamping machines that were surrounded by stains from lubricants and machine oils, acetylene containers, and other similar products at workstations located throughout the production floor. K-Plus did not identify any ASTs or USTs on the property. K-Plus identified the following recognized environmental conditions (RECs) associated with the property:

- Hazardous substances use and storage in the building.
- The property has been utilized for industrial purposes since its development.

Phase II ESA – June 2010: Based on the results of the Phase I ESA, K-Plus conducted a Phase II ESA which included the advancement of 9 soil borings to a depth of 16 feet below ground surface (bgs). According to the report, at the time of the Phase II ESA the building had been vacated of business practices and subsequent vandalism made conditions inside the building unsafe for subsurface drilling. Therefore, interior soil borings which had been planned for the property were unable to be completed. Soil samples collected were analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), and RCRA Metals. Soil analytical results were compared to the most stringent Tier I Soil Remediation Objectives (SROs) for residential properties, including background concentrations. Results of the sample analysis indicated following:

- Vinyl chloride exceeded the Soil Component of the Class I Groundwater Ingestion Exposure Route criterion in one sample;
- Arsenic exceeded the Residential Ingestion Exposure Route in multiple samples; and
- Various other metals exceeded background concentrations levels in multiple samples.

SPC noted the following data gaps within the K-Plus reports for these parcels:

- During the Phase II ESA, although groundwater was encountered at the site from 9 to 10 feet bgs, no groundwater monitoring wells were installed, or groundwater samples collected for laboratory analysis. Groundwater impacts were detected at adjoining properties, therefore the potential presence of impacts in groundwater at this site is identified as a potential environmental concern.



- No soil or groundwater samples were collected on the southern parcel (PIN# 16-21-309-009-0000) due to the presence of the building at that time. Based on SRP activities completed by Pioneer for the southern adjoining 1916 S. Laramie Avenue parcel, one UST identified in fire insurance maps as well as two historical paint rooms may have been located on the southern parcel. Given the historical manufacturing activities, potential for USTs and paint rooms to be present, and known presence of impacts at 1916 S. Laramie Avenue, SPC has identified the lack of sampling on the southern parcel as a potential environmental concern. The presence of the UST and historical paint rooms where subsurface sampling has yet to be completed, as well as the lack of sampling on the parcel in general, are identified as data gap areas for this parcel.

No additional reports or documentation is available. During the February 2, 2023 site walkthrough, the property was observed to be vacant land with no buildings or structures present. Large quantities of felled tree trunks and piles of excavated soil materials were observed stored on the property. Initial estimates indicate that approximately 5,400 cubic yards of soil materials are located at 1834 S. Laramie Avenue and approximately 6,200 cubic yards of soil materials are located at 1844 S. Laramie.

Based on our assessment, the Town of Cicero elected to proceed with the subject parcels for future construction of the Inclusion Park. SPC recommended that test pits be conducted to further assess the status of the excavated soil material piles and their potential eligibility for Clean Construction Demolition Debris (CCDD) disposal. A Comprehensive Site Investigation (CSI) was also proposed for the future enrollment of the Subject Property into the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) to obtain a Comprehensive No Further Remediation (NFR) Letter.

PROPOSED SCOPE OF SERVICES

MOBILIZATION

Safety. SPC maintains a full commitment to the safety of all its employees. As such, and in accordance with our incident and injury free safety culture, we will implement the necessary provisions to maintain a safe work location, including the safety of all persons and property during the performance of work. All SPC and subcontractor personnel shall be supplied with and wear appropriate personal protective equipment (PPE) at all times during field investigations. Minimum PPE requirements include but are not limited to hardhat, safety glasses, hi-visibility vest, and safety steel toe boots. We will complete daily on-site job briefings that shall be available for review if requested. All individuals who enter the work location will be given a job briefing and sign a job brief form.



Health & Safety Plan (HASP). In accordance with the Occupational Safety and Health Administration, SPC will prepare a site-specific health and safety plan (HASP) before beginning fieldwork. This HASP will describe possible hazards and the procedures to be followed to safeguard worker health and safety during the proposed CSI field investigation activities. SPC will review HASP procedures with subcontract personnel before fieldwork begins. We will require that each of our subcontractors prepare and submit a HASP for their work activities.

Utility Clearance. As required by local regulations, SPC will contact a public utility location service (JULIE) to identify public utility lines at the Subject Property prior to the start of fieldwork. As a further effort to avoid existing utilities, SPC will subcontract a private utility locator to identify the presence of underground utilities at the proposed boring locations. Proposed boring locations will be adjusted as necessary based on the findings of the public and private utility locates.

SOIL MATERIAL STOCKPILE TEST PITS

SPC contacted multiple CCDD facilities during preparation of this proposal to identify a location that would potentially accept the material soil piles on the Subject Property. Based on our telephone conversations with Mr. Bret Hall of Hanson Material Service Yard located in McCook, Illinois, the facility would tentatively accept the materials under the following conditions:

1. Given the size of the material soil piles, the facility has requested five representative soil samples to be collected from the general pile area, including one in each cardinal direction and one in the center, and analyzed for constituents identified within Maximum Allowable Concentration (MAC) tables. Additional samples were also recommended for the remaining smaller soil pile areas.
2. Each truck load must be field screened with a photoionization detector (PID) prior to leaving the Subject Property. Materials exhibiting elevated PID readings would not be sent to the facility.
3. All non-CCDD conforming debris (i.e. metal, glass, large concrete/asphalt pieces, etc.) will be removed prior to truck loading.
4. A site visit must be conducted by the facility in advance to inspect the stockpiled materials.

Based on the above stipulations, SPC will subcontract R.W. Collins of Chicago, Illinois to utilize a CAT 315 steel track excavator to complete up to 8 test pit excavations around the perimeter of the material soil piles. The proposed locations of the test pits are depicted on the attached Figure 1.

Soil Sample Screening/Selection. Each test pit will be photographed, classified for material characteristics, observed for obvious visual and olfactory indications of impacts, and field screened within at least two vertical intervals for volatile organic vapors using a PID. Soils that exhibit indications of



potential environmental impact will be preferentially selected for chemical analysis. In the absence of indications of environmental impact, representative soil samples will be selected for analysis.

Soil Sample Handling. Following sample collection, the soil samples will be placed in laboratory prepared and supplied containers. Immediately following sample recovery, the containers will be labeled and placed in a cooler on ice for transport to the analytical laboratory. Chain of custody protocols will be maintained throughout the sample handling process.

At each test pit location, one soil sample will be collected for laboratory chemical analysis of the Target Compound List (TCL) parameters as follows:

- VOCs by United States Environmental Protection Agency (U.S. EPA) Method SW8035/8260B;
- Semi-Volatile Organic Compounds (SVOCs), including polynuclear aromatic (PNA) hydrocarbons by U.S. EPA Method SW8270C and 8270C SIM;
- Herbicides by U.S. EPA Method SW8321A;
- Pesticides/PCBs by U.S. EPA Method SW8081/8082A;
- Target Analyte List (TAL) metals and cyanide by U.S. EPA Method SW8081B/8082A; and
- pH by U.S. EPA Method SW9045C.

The above analytical testing will be performed by STAT Analysis Corp. of Cicero on a five to seven business day laboratory turnaround basis.

Test Pit Summary Report/LPC 663 Form Preparation

SPC will compare the soil analytical data from the test pits to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material at Regulated Fill Operations criteria (35 Ill. Adm. Code 1100. Subpart F). SPC will prepare a Test Pit Summary Report, which will include a narrative of the sampling procedures and activities, a summary of sample results, laboratory reports, test pit logs, and a photographic documentation log. If sample results are favorable, SPC will also prepare an LPC 663 form for CCDD materials which will be signed and stamped by a licensed professional engineer for submittal to the selected CCDD facility for approval.

COMPREHENSIVE SITE INVESTIGATION

The CSI involves targeted sampling at the Subject Property in general accordance with the Comprehensive SRP (35 Ill. Adm. Code 740) and Tiered Approach to Corrective Action Objectives (TACO, 35 Ill. Adm. Code



742) technical requirements. The CSI is intended to assess for the presence of surface and subsurface soil and groundwater impacts based on SPC’s abovementioned notes. Nineteen (19) soil borings will be advanced to collect soil samples for laboratory analysis. Groundwater samples will be collected from four permanent monitoring wells installed at the soil boring locations. A detailed description of our proposed activities is provided below.

CSI Sampling and Analysis

SPC proposes to advance 19 soil borings and install four permanent monitoring wells on the Subject Property. The rationale for each planned boring location is as follows (see Figure 2):

Summary of Proposed Investigation Activity

Environmental Concern	Investigation Activity	Analytical Parameters
Rail Spur	SPC-1, SPC-3	TCL
Fuel Oil UST	SPC-4	BTEX, PNAAs, RCRA Metals, TPH, pH
Paint Rooms/Storage	SPC-5, SPC-8/MW-3	VOCs, SVOCs, RCRA Metals, pH
Machine Shop	SPC-6/MW-2, SPC-7	TCL, TPH
Sheet Metal Shop	SPC-16, SPC-17	VOCs, SVOCs, RCRA Metals, TPH, pH
Heating Plant	SPC-19	VOCs, SVOCs, RCRA Metals, TPH, pH
Grinding/Welding Areas	SPC-18	VOCs, SVOCs, RCRA Metals, pH
Material Soil Piles (CCDD)	SPC-19	TCL
Previously Identified Impact Delineation	SPC-2/MW-1, SPC-3, SPC-7, SPC-9, SPC-10, SPC-12, SPC-14	VOCs, SVOCs, RCRA Metals, pH



Environmental Concern	Investigation Activity	Analytical Parameters
Data Gap Areas	SPC-11/MW-4, SPC-13, SPC-15	TCL

Pending receipt of the above results, select soil samples will be analyzed for fractional organic carbon (foc) by ASTM D2974 and reactivity by ASTM D5050-C. The foc sample will be analyzed from a location free of environmental impact in an effort to establish a site-specific soil attenuation capacity for comparisons to the Total Petroleum Hydrocarbons (TPH) sample analysis results, and also to be used as part of future groundwater modeling efforts within future reports. The reactivity sample will be analyzed from the sample with the highest indication of impact, as required within the IEPA SRP sampling criteria.

Each boring will be advanced to a maximum depth of 15-feet below existing grade using direct-push (GeoProbe®) sampling methods. A total of 38 soil samples, two from each boring, will be collected for laboratory chemical analysis from the GeoProbe® borings (see Figure 2). If groundwater is encountered during drilling activities, the four GeoProbe® borings will be converted to permanent monitoring wells for collection of groundwater samples.

Soil Sample Screening/Selection. Soil samples will be collected on a continuous basis and lithologic descriptions, including the presence of chemical odors and evidence of staining will be documented to the terminus of each boring. Each soil interval will also be field screened for volatile organic vapors using a PID. At each soil boring, two soil samples will be collected for laboratory chemical analysis. One sample will be collected from the 0 to 3-foot interval (surficial sample) and a second sample will be collected from the 3 to 15-foot interval (a deeper soil horizon) based on the field PID readings, groundwater depths, and similar conditions at each boring location. Soil samples that exhibit indications of potential environmental impact will be preferentially selected for chemical analysis. In the absence of indications of environmental impact, representative subsurface soil samples will be selected for analysis. Soil samples for laboratory analysis will be limited to depths above the apparent water table elevation.

Please note that sample intervals are referenced in relation to ground level, and not at the height of the material soil piles at applicable locations. Where necessary, soil probes will be advanced beyond the existing soil piles to access the subsurface below where samples will be collected and analyzed. As part of soil pile characterization associated with CCDD materials, one sample will be collected at SPC-19 within the material soil pile for analysis of TCL.



Soil Sample Handling. Following sample collection, the soil samples will be placed in laboratory prepared and supplied containers. Immediately following sample recovery, the containers will be labeled and placed in a cooler on ice for transport to the analytical laboratory. Chain of custody protocols will be maintained throughout the sample handling process.

Drilling Equipment Decontamination. Prior to use at each boring, all soil sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a wash in an Alconox solution, followed by a distilled water rinse.

Monitoring Well Installation and Groundwater Sampling. Four permanent groundwater monitoring wells will be installed as part of the CSI activities. Groundwater samples, if groundwater is encountered, will be taken from the permanent monitoring wells installed at each boring location. Each monitoring well will be constructed using 10 feet of 1-inch polyvinyl chloride (PVC) 0.010 machine slotted well screen and solid PVC. The depth of each permanent groundwater monitoring well will be based on the water table elevation and geologic conditions. Following installation, groundwater from each of the monitoring wells will be collected using a peristaltic pump.

Soil and Water Laboratory Analysis. SPC will submit all soil and groundwater samples to a contract environmental laboratory under standard chain-of-custody protocols in accordance with United States Environmental Protection Agency (U.S. EPA) methods, as follows:

- VOCs/Benzene, toluene, ethylbenzene, xylenes (BTEX) by U.S. EPA Method SW8035/8260B;
- Semi-Volatile Organic Compounds (SVOCs), including polynuclear aromatic (PNA) hydrocarbons by U.S. EPA Method SW8270C;
- Pesticides/PCBs by U.S. EPA Method SW8081/8082A;
- TPH by U.S. EPA Method 8015 Modified;
- Target Analyte List (TAL) metals and cyanide by U.S. EPA Method SW8081B/8082A; and
- pH by U.S. EPA Method SW9045C.

The above analytical testing will be performed by STAT Analysis Corp. of Cicero on a five to seven business day laboratory turnaround basis.

CSI Report Preparation

SPC will compare the soil and groundwater analytical data from the CSI to regulatory limits as described in 35 Illinois Administrative Code 742 (35 IAC 742): *Tiered Approach to Corrective Action Objectives* (TACO).



SPC will prepare a Comprehensive Site Investigation Report presenting the results of the assessment. The report will incorporate the results of the previous K-Plus site investigation and include a description of the rationale for all conclusions relative to Illinois regulations and recommendations for further actions, as appropriate. The report will include a Site Base Map showing the location of the borings, the results of the analysis summarized in data tables, copies of the laboratory reports, boring logs, well logs, description of our field protocols, a water well search, and all other necessary components of a CSI described in 35 Illinois Administrative Code (IAC) 740.420 and 740.425. Our field observations (soil type, PID measurements, the presence of odors/staining, depth to groundwater and soil sampling depths) will be summarized in the boring logs.

SCHEDULE

SPC is prepared to commence with the proposed scope of work immediately following written notice to proceed. Accordingly, we would anticipate commencing with the proposed field investigation activities approximately one to two weeks from authorization. A summary of the analytical results will be submitted within one day following receipt of the final laboratory analytical data. The draft Test Pit Summary report will be submitted approximately one week thereafter. The draft CSI report will be submitted approximately three to four weeks thereafter.

COST ESTIMATE

Based upon our understanding of the project objectives, our knowledge of the Property, and the Scope of Work presented in this Proposal, we estimate that the work can be conducted for the following estimated costs for each component of these activities:

Test Pits

Test Pit Excavator	\$3,000
Laboratory Analytical	\$6,100
Field Labor, Materials, & Supplies.....	\$1,500
<u>Report/LPC 663 Form Preparation.....</u>	<u>\$2,500</u>
Test Pit Activities Subtotal	\$13,100

Comprehensive Site Investigation

Geoprobe®	\$26,000
Private Utility Locate	\$750



Laboratory Analytical	\$31,000
Field Labor, Materials, & Supplies.....	\$5,000
<u>Report Preparation.....</u>	<u>\$10,000</u>
CSI Activities Subtotal.....	\$72,750
 <u>Total Estimated Costs:</u>	<u>\$85,850</u>

The estimated cost and proposed Scope of Work are based on information available to SPC at this time. If conditions change, work extends beyond the schedule completion date, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

PROPOSED CONTRACT PRICE CHANGES

Based on our discussions, the tasks associated with the overall contract have been rearranged to better correlate to the actual work proposed to date. The following table presents our current budget, our current costs accrued through March 31st, 2023, our anticipated future spend amounts based on tasks remaining to be performed, and our updated total forecasted spend. The variance between the original budgeted amount and current projected amounts are also presented in the table below:

Task	Current Budget	Spent to Date	Anticipated Future Spend	Total Forecast Spend	Budget Variance
Task 1: Environmental Review/Release of Funds	\$9,970.00	\$8,670.00	\$1,300.00	\$9,970.00	\$0.00
Task 2: Historical Document Review/Parcel Ranking Summary	\$16,970.00	\$11,097.50	\$0.00	\$11,097.50	-\$5,872.50
Task 3: Phase I ESA	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00
Task 4: Site Investigation Activities	\$36,200.00	\$0.00	\$75,850.00	\$75,850.00	+\$39,650.00
Task 5: SRP Activities	\$46,860.00	\$0.00	\$46,860.00	\$46,860.00	\$0.00
Task 6: Meetings/Design/Management	\$9,000.00	\$1,495.00	\$7,505.00	\$9,000.00	\$0.00
Task 7: Contingency	\$24,300.00	\$0.00	\$0.00	\$0.00	-\$24,300.00
Project Total:	\$145,800.00	\$21,262.50	\$134,015.00	\$155,277.50	+\$9,477.50



The budget variances noted in the above table are due to the following:

- **Task 2:** A review of the provided historical documents and preparation of the parcel ranking summary were completed below budget as limited documents were available.
- **Task 4:** The Test Pit Investigation described within this proposal was not originally anticipated as part of planned site investigation activities. In addition, Comprehensive Site Investigation activities have been requested associated with two adjacent parcels, one of which had not been previously investigated, rather than the originally proposed single parcel.
- **Task 7:** SPC originally proposed a contingency should unforeseen circumstances arise during the project. The contingency is anticipated to be used to accommodate the increased scope of work and associated costs presented within this proposal to the extent feasible.

Based on the above, and assuming no additional tasks are requested, SPC requests a change order for **\$9,477.50** at this time.

ASSUMPTIONS, LIMITATIONS AND EXCLUSIONS

- Full access to all work areas will be available to allow all field work to be conducted in an orderly and continuous manner with no schedule interruption.
- Our fee is based on the soil boring locations being accessible to truck or track mounted drilling equipment. No costs for site clearing, placement of wood access matting (wet ground conditions), and tree or shrub clearing are included.
- Materials excavated during the test pit excavations will be side cast in an unobtrusive location adjacent to the pile. Excavations are not planned to be backfilled.
- All SPC personnel on-site will be 40-Hour HAZWOPER certified.
- Drilling costs are based on the use of union operators and laborers.
- Sample locations and depths may be modified based on actual field conditions including but not limited to obstructions, utility conflicts or similar conditions.
- Costs associated with the additional delineation of any TACO Tier 1 exceedances are not included.
- If additional work is required outside the scope of this proposal, you will be contacted and upon request, proposed costs for additional work will be provided.

TERMS AND CONDITIONS

The proposed scope of work shall be governed by the terms and conditions of our Master Services Agreement.



CLOSING

SPC appreciates the opportunity to submit this proposal for your consideration. Should you have any questions or require any changes to our proposal, please call us at (312) 319-7575.

Sincerely,

Specialty Consulting, Inc.



Chrystine Shelton
Senior Environmental Project Manager



Robert W. Suda, P.G., SPESC
Vice President/Client Service Manager

Attachments:

Proposal Acceptance Sheet

Figure 1 – Proposed Test Pit Location Map

Figure 2 – Proposed Soil Boring/Monitoring Well Location Map



PROPOSAL ACCEPTANCE SHEET

The Client accepts the proposal and hereby authorizes SPC to proceed with the proposed services in accordance with the described scope of work, project costs, schedule, limitations and qualifications.

ACCEPTED:

Signature: _____

Printed Name: _____

Title: _____

Date: _____





LEGEND:

— PROPOSED TEST PIT LOCATIONS

TP1
TP2
TP3
TP4
TP5
TP6
TP7
TP8

0' 40' 80'

SHEET #	1 OF 2
DRAWN BY	S.CHAPA
CHECKED BY:	C. SHELTON
APPROVED:	R. SUDA
DATE:	03/31/2023

**PROPOSED TEST PIT
LOCATION MAP**

1834 - 1844 S. LARAMIE AVENUE -
COOK COUNTY - CICERO, ILLINOIS



TOWN OF CICERO

DWG NO.

FIGURE 1



SPECIALTY CONSULTING, INC.
Architects, Engineers & Scientists
2942 W. VAN BUREN ST. CHICAGO, IL 60612
WWW.SPC-INC.COM



SHEET #	2 OF 2
DRAWN BY	S.CHAPA
CHECKED BY:	C. SHELTON
APPROVED:	R. SUDA
DATE:	03/31/2023

**PROPOSED SOIL BORING /
MONITORING WELL
LOCATION MAP**
1834 - 1844 S. LARAMIE AVENUE -
COOK COUNTY - CICERO, ILLINOIS



TOWN OF CICERO
DWG NO.
FIGURE 2



SPECIALTY CONSULTING, INC.
Architects, Engineers & Scientists
2942 W. VAN BUREN ST. CHICAGO, IL 60612
WWW.SPC-INC.COM

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MONTERREY SECURITY CONSULTANTS, INC. TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, with the foregoing in mind, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to sponsor a Cinco De Mayo Festival (the “Special Event”); and

WHEREAS, in connection with the Special Event, certain security services are necessary to protect the safety and well-being of all residents and patrons who attend (the “Security Services”); and

WHEREAS, Monterrey Security Consultants, Inc. (“Monterrey”) has provided the Town with an Agreement for the Security Services (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which Monterrey will provide the Security Services at the Special Event; and

WHEREAS, to ensure the safety of all patrons who attend the Special Event, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into an agreement with terms substantially the same as the terms of the Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into, and approve the Agreement whereby Monterrey will provide Security Services to the Town in accordance with the terms of the Agreement, to further authorize the President or

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

April 13, 2023

Town of Cicero
2250 S 49th Ave
Cicero, IL 60804

Re: Letter of Intent to Provide Security Services

Dear Patricia Salerno:

This letter serves as confirmation that Patricia Salerno (Special Event & Community Center Director) of The Town of Cicero authorizes Monterrey Security Consultants, Inc. to proceed with the necessary steps to begin security services at Town of Cicero special events during their 2023 season.

Our start date is May 4, 2023 and our hours of service are by client request. Minimum billing for any shift worked is 4 hours, except on holidays, which would be 8 hours. If our service is canceled with less than the guaranteed minimum, than a premium of \$2.00 per hour will be added to our billing rate. To cancel our services we will require a 48 hour written notice. Fifty percent will be billed for all shifts scheduled that are canceled with less than the required notice.

Our billing rate for services is:

OFF-DUTY LAW ENFORCEMENT:	\$70.08/Hour
EVENT STAFF SUPERVISOR:	\$42.12/Hour
EVENT STAFF:	\$37.80/Hour

Overtime constitutes client request for additional coverage with less than 48 hours of advance notice at 1.5x of the regular billing rate. Any other additional coverage, over and above our normal schedule, will be billed at 1.5x the regular billing rate. All requests for changes in coverage must be confirmed in writing.

Client shall be responsible for any direct costs incurred, associated with the purchase of all security-related equipment such as locks, chains, keys, etc. Client shall be responsible for any direct costs incurred, associated with making the climate suitable for working conditions such as portable heaters, extension cords, gas expense, etc.

The presence of security personnel is designed to deter and reduce certain types of conduct and risks. However, Monterrey Security is not a law enforcement agency. Monterrey Security does not insure or guarantee the personal safety or the security of any property. Monterrey Security would not have any liability arising from the criminal acts of any third parties. Notwithstanding, Monterrey is not relieved of its responsibility to provide commercially reasonable best efforts in its performance of this agreement.

Invoices will be submitted electronically after the conclusion of each event. Payment is due upon receipt of invoice. If the balance of services is not paid within the noted time, client will incur a late charge equal to .05% per day (18.25% annualized) on outstanding late balance. Client shall be responsible for any charges, including attorney's fees, incurred due to collection proceedings for services performed or late charges.

Laws of the State of Illinois shall govern this Agreement. Receipt of signed agreement is the equivalent of a signature in ink. If you have any questions please contact our office.

CLIENT

MONTERREY SECURITY CONSULTANTS, INC.

By: _____
Authorized Company Signature

By: _____

Print Name:

Michael H. Boyle

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME Chicago P&C Cert Team PHONE (A/C, No, Ext) (312) 595-6200 FAX (A/C, No)
	E-MAIL ADDRESS CHC-INSCERTS@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A Argonaut Insurance Company	NAIC # 19801
INSURER B Motorists Mutual Insurance Company	NAIC # 14621
INSURER C Peleus Insurance Company	NAIC # 34118
INSURER D BrickStreet Mutual Insurance Company	NAIC # 12372
INSURER E Westfield Specialty Insurance Company	NAIC # 16992
INSURER F Vantage Risk Specialty Insurance Company	NAIC # 00000

INSURED
Monterrey Security Consultants, Inc.
 2232 S. Blue Island
 Chicago, IL 60608

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Shared Limit with <input checked="" type="checkbox"/> Professional Liab. GENL AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED]	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			[REDACTED]	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	[REDACTED]	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			[REDACTED]	6/1/2022	6/1/2023	\$3M xs \$3M
F	Excess Liability			[REDACTED]	6/1/2022	6/1/2023	\$2M PO \$4M XS \$6M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability Policy
 SiriusPoint Specialty Insurance Company
 Policy No.: TSX-000074-22
 Term: 6/1/2022 - 6/1/2023
 Limit: \$2M PO \$4M XS \$6M

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [REDACTED]
--------------------	---

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A RETAIL THEFT GRANT AGREEMENT WITH THE ILLINOIS ATTORNEY GENERAL FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Office of the Illinois Attorney General (the “Attorney General”) provides funding for various community crime prevention programs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to maintaining and improving the safety of residents and visitors in the Town; and

WHEREAS, the Town desires to reduce retail theft occurring within the Town; and

WHEREAS, the Attorney General has provided the Town with the Organized Retail Crime Grant Program Grant Agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby the Town will receive

certain grant funds for software, equipment, and training to develop a Real Time Crime Center within the Town (the “Project”); and

WHEREAS, the Agreement requires the President’s execution for assurances and certifications in accordance with the Attorney General’s guidelines; 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 and approve the Agreement and to authorize the President to execute the Agreement and ratify any actions previously taken;

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, approve, and ratify the execution of the Agreement for grant funding for the Project and to further authorize the President to take all steps necessary to carry out the intent of this Resolution, including executing and delivering all additional information, assurances, and certifications may be required in connection with the Project.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby ratifies, authorizes, and directs the execution of the Agreement behalf of the Town for grant funding for the Project. The Town Board hereby further authorizes and directs the President to furnish such additional information, assurances, and certifications as the Attorney General may require in connection with the Agreement as shall be approved by the President and the Town Attorney and ratifies any and all previous acts 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)				
TOTAL				

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: 4/18/23

Subject: Town of Cicero Attorney General Organized Retail Theft Grant Agreement

Michael,

Please find attached for your review, Town of Cicero Attorney General Organized Retail Theft Grant Agreement and Instructions. The Agreement needs to be processed for notarization and signature approval by President Dominick and the Town Board. The grant is for the purchase of software, equipment and training needed to develop a Real Time Crime Center in the amount of \$320,000.00. The information contained in the documents has been reviewed and is accurate to the best of my knowledge. Signature approval by President Dominick and the Town Board is appropriate.

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

Thank you,
JLA



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
Grant 23-0175ORC

This agreement, made this ____ day of _____, 2023, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, Town of Cicero, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 44, Section 85 of Public Act 102-0698, effective July 1, 2022 (Public Act 102-0698, effective July 1, 2022) (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, March 24, 2023, together with plans and specifications State of Illinois, as contemplated by the Public Act; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated, March 24, 2023, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 6 (six) months, commencing January 1, 2023, and ending June 30, 2023, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description and "Clients Served" of the application submitted to the Administrator;

(b) Grantee shall use \$320,000.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(c) Grantee shall maintain an accounting system that substantially comports with the requirements set forth in the provisions of Title 89, Section 1100.200 of the Illinois Administrative Code (89 Ill. Adm. Code §1100.200);

(d) Grantee shall submit to the Administrator financial and activity reports by July 15, 2023 or at the completion of the funded project, whichever comes first. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than July 15, 2023. Such reports shall substantially comport with Title 89, Section 1100.270 (a) and (b) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.270 (a) and (b)). Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(e) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(f) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$320,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing before August 30, 2023, on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend

the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or

(c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done substantially in accordance with the requirements and restrictions of Title 89, Sections 1100.230 (e) (2) (A) – (E) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.230 (e)(2)(A) – (E)).

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Fund.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is not subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.) because the funds to be provided to Grantee pursuant hereto are required to be disbursed by the Comptroller to a named person or entity. (30 ILCS 705/2(b)).

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 et seq.) and the Solicitation For Charity Act (225 ILCS 460/0.01 et seq.), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of

the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no

person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of

"grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

ii) Specifying the actions that will be taken against employees for violations of such prohibition; and

iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

A) Abide by the terms of the statement; and

B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

i) The dangers of drug abuse in the workplace;

ii) Grantee's or contractor's policy of maintaining a drug free workplace;

iii) Any available drug counseling, rehabilitation, and employee assistance programs;
and

iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: Town of Cicero

(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-6005833

Grantee certifies that it is performing the services covered by this Agreement as a(n):
(please check one)

- Individual
- Sole Proprietorship
- Single-Member Limited Liability Company
- C Corporation
- S Corporation
- Partnership
- Estate or trust
- Limited Liability Company (select applicable tax classification)
 - C Corporation
 - S Corporation
 - Partnership
- Other: _____
 - Governmental Entity—Political Subdivision of the State of Illinois
 - Nonprofit corporation exempt under IRS Code Section 501(c)(3)

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
Violent Crime Victims Assistance Program
100 West Randolph Street, 12th Floor
Chicago, Illinois 60601

GRANTEE:

Town of Cicero
4949 W. Cermak Rd.
Cicero, IL 60804

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 23-0175ORC.

32. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator.

Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Special Project Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

33. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

34. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

35. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: _____
Kwame Raoul, Illinois Attorney General

Date

Grantee: Town of Cicero

Signature: _____

Type or print name and title Larry Dominick / Town President

Date _____

GRANTEE CERTIFICATION:

I, Larry Dominick, Town President,
(Print Name) (Print Title)

hereby certify under oath, that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

(Signature)

Subscribed and sworn before me on this ____ day of _____, 2023

Notary Public

EXHIBIT A
Grant Award
PROJECT BUDGET
Grant 23-0175ORC

Equipment	
License Plate Readers -10	\$70,000.00
FUSUS-One (1) Year Service Contract	\$150,000.00
Other	
Overtime Pay	
Officers-8 @ \$80/hr	\$100,000.00
Total	\$320,000.00

Instructions for Completing Grant Agreement

Print a complete copy of the pdf agreement.

Do not make any corrections to the agreement. If you find errors, contact Kathy Carroll.

Page 1, Paragraph 1

DO NOT fill in the date at the top of Page 1, for Administrator's use only

Confirm that the government entity/not-for-profit corporation is correct

Page 2, Paragraph b

Confirm the correct grant amount

Paragraph 3

Confirm the correct grant amount

Paragraph 28

Confirm the agency legal name

Confirm the FEIN #

Confirm the correct box for Governmental Entity/Nonprofit Corporation is checked

If no box is checked, please X the correct box

Paragraph 31

Confirm the correct address for the agency

Signatures

Sign the agreement TWICE. Once under Grantee and again under Grantee Certification

This must be signed by the same person

Notarize the Certification signature with an ink stamp, not an impression

Exhibit A

Confirm the Budget and line items

Scan the signed agreement and email it back to:

Kathy.Carroll@ilag.gov

A completed agreement will be returned to you by email

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AN AGREEMENT WITH LANER MUCHIN, LTD. FOR LEGAL 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, Laner Muchin, Ltd. (“Laner Muchin”) has provided the Town with an engagement agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Laner Muchin will perform certain legal services for the Town (the “Services”); and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town to authorize and approve the Agreement for the Services; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the President and the 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 Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.00 Purpose.

The purpose of this Resolution is to authorize the President to enter into and approve the Agreement, whereby Laner Muchin will perform the Services, and to ratify any steps taken to effectuate the intent of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his

designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of competitive bidding would be applicable to the procurement of the Services sought hereunder, the same is hereby waived.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(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)				
TOTAL				

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

April 20, 2023

Larry Dominick
Town President
Town of Cicero
4949 West Cermak Rd., 3rd Floor
Cicero, IL 60804

Dear Larry:

You have requested our Firm to represent the Town of Cicero in connection with representing the Hearing Officer during certain evidentiary hearings. We will be pleased to represent the Town of Cicero regarding this matter and regarding any other labor and employment law matters as to which the Town of Cicero specifically requests and we specifically agree to provide our services. Our representation of the Town of Cicero does not include the representation of any other person or entity.

The purpose of this letter is to confirm the terms of our engagement, including our billing policies, charges, and payment terms, and to provide a few instructions necessary to protect the Town of Cicero's interests. Please review this letter and call me if you have any questions about anything in it.

You will be billed for services rendered on an hourly basis, depending upon the individual handling the matter. Our fees for most services are calculated on the basis of the recorded time spent multiplied by the respective billing rates. We bill for time spent on each aspect of your matter. Examples of tasks for which we bill include telephone calls, meetings, review and preparation of documents, court appearances, trial preparation, legal research, etc.

At all times, we will use our best efforts to successfully and efficiently handle your matter, taking into consideration the specific situation at hand, and its complexity. Thomas S. Bradley will be primarily responsible for the task for which you engaged us. Other professionals may assist him, as necessary. We believe our work is of the highest quality. However, please understand that because of the variables involved, it is impossible for us to promise or guarantee any particular outcome.

Our fees generally are not increased or decreased by reason of the outcome of any matter upon which we have worked.

You will also be billed for expenses, such as travel expenses, photocopying, computerized research, overnight delivery, messengers, deposition transcripts, etc. It is often

Larry Dominick
April 20, 2023
Page 2

most efficient for our Firm to advance out-of-pocket costs for these various fees for outside services, and these will be charged as disbursements on our regular billing process. However, in many cases where such costs are substantial, we may send the appropriate invoices to you for direct payment to the third-party suppliers involved. Also, if your insurance carrier or other third party declines payment of these out of pocket expenses, they remain your responsibility. Prompt payment of these charges is appreciated.

Your rates will be \$250 for attorneys and \$110 for paralegals.

Upon request, we will provide advance estimates and/or updates of the likely range of costs of specific legal services that we are engaged to handle. However, our clients understand that changing circumstances and facts which are unknown to us at the outset of and during a project can affect the final cost of the work done. Therefore, such cost estimates should not be confused with fixed or maximum project fees, unless expressly labeled as such.

We issue statements for both fees and expenses on a monthly basis, and payments are due and payable within 14 days of the receipt of your statements. If any invoices are not paid in accordance with its terms, we reserve the right to discontinue further representation. If you disagree or have questions about any invoice sent to you, I encourage you to promptly call me to discuss.

If the terms set forth in this engagement letter are satisfactory to you, please confirm your approval by signing a copy in the space provided and by immediately returning the signed copy to me.

We look forward to working with you to satisfactorily resolve your matter. We will work hard to justify the confidence you have shown in selecting our Firm to represent the Town of Cicero.

Sincerely,



Jeffrey S. Fowler
Laner Muchin, Ltd.

JSF:lc
cc: Andrew S. Goldberg
Accounting

Larry Dominick
April 20, 2023
Page 3

I have read the foregoing letter and, on behalf of the Town of Cicero, agree to its terms.

Signature

Print Name

Title

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LANER MUCHIN, LTD.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
515 N. STATE ST. SUITE 2400

6 City, state, and ZIP code
CHICAGO, IL 60654-4688

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										
3	6		-	3	0	8	8	4	6	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ 4/20/2023
------------------	----------------------------------	-------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

FOR ACH AND/OR WIRE TRANSFER PAYMENT

Please use the following information:

ROUTING No.:	[REDACTED]
ACCOUNT No.:	[REDACTED]
BANK:	[REDACTED]
NAME ON ACCOUNT:	[REDACTED]
MAIL CODE:	1 West Northwest Highway Palatine, IL 60067 847.654.3000
FIRM TAX ID No.:	36-3088463
EMAIL:	accounting@lanermuchin.com

When paying by ACH, please notify us at accounting@lanermuchin.com, and include your Client File # and Invoice numbers that you are paying on.

Thank you,

Accounting – Laner Muchin, Ltd.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING A GRANT APPLICATION FOR A LEAD SERVICE LINE INVENTORY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Illinois Environmental Protection Agency administers state grant assistance that provides funding through the Lead Service Line Inventory Grant Program (the “Program”); and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to providing safe and effective water service to Town residents and businesses; and

WHEREAS, the Town desires to perform a lead service line inventory with the assistance of the funds provided through the Program (the “Project”); and

WHEREAS, the Town Grant Administrator has provided a copy of the grant application (the “Application”), a copy of which is attached hereto and incorporated herein

as Exhibit A, whereby the Town will apply for grant funding through the Program for the Project; 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 Application for grant funding for the Project and to authorize the President to execute the Application and ratify any actions previously taken;

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, approve, and ratify the execution and submission of the Application for grant funding for the Project and to further authorize the President to take all steps necessary to carry out the intent of this Resolution, including executing and delivering all additional information, assurances, and certifications as the Program may require in connection with the Application.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and approves the Agreement and directs the execution and submission of the Application on behalf of the Town for grant funding for

the Project. The Town Board hereby further authorizes and directs the President or his designee to execute the Application and to furnish such additional information, assurances, and certifications as the Program may require in connection with the Application as shall be approved by the President and the Town Attorney, and ratifies any and all previous acts 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)				
TOTAL				

APPROVED by the President on _____, 2023

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Uniform Application for State Grant Assistance

Agency Completed Section

1.	Type of Submission:	<input type="radio"/> Pre-application <input checked="" type="radio"/> Application <input type="radio"/> Changed/Corrected Application
2.	Type of Application:	<input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Changed/Corrected Application
3.	Date/Time Received by State:	To be completed by IEPA upon receipt of application
4.	Name of the Awarding State Agency:	Illinois Environmental Protection Agency (IEPA)
5.	Catalog of State Financial Assistance (CSFA):	532-60-3017
6.	CSFA Title:	Lead Service Line Inventory Grant Program
Catalog of Federal Domestic Assistance (CFDA)		<input checked="" type="checkbox"/> Not Applicable (No federal funding)
7.	CFDA Number:	
8.	CFDA Title:	
9.	CFDA Number:	
10.	CFDA Title:	
Funding Opportunity Information		
11.	Funding Opportunity Number:	23-3017-02 Round - 2
12.	Funding Opportunity Title:	Lead Service Line Inventory Grant Program
Competition Identification		<input checked="" type="checkbox"/> Not Applicable
13.	Competition Identification Number:	
14.	Competition Identification Title:	

Applicant Completed Section

Applicant Information

15.	Legal Name:	Town of Cicero
16.	Common Name (DBA):	Town of Cicero
17.	Employer/Taxpayer Identification Number (EIN, TIN)	36-6005833
18.	Organizational UEI Number:	██████████
19.	SAM Cage Code:	4XJS2
20.	Business Address:	Address: 4949 W. Cermak Rd. City: Cicero State: IL Zip+4: 60804-2461 County: Cook

Applicant's Organizational Unit

21.	Department Name:	Town of Cicero Water Department
22.	Division Name:	

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

23.	First Name:	Tim
24.	Last Name:	Geary
25.	Suffix:	
26.	Title:	Town Engineer
27.	Organizational Affiliation:	
28.	Telephone Number:	(630) 887-8640
29.	Fax number:	630-887-0132
30.	Email Address:	tgeary@novotnyengineering.com

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

31.	First Name:	Jose
32.	Last Name:	Alvarez
33.	Suffix:	
34.	Title:	Grants Administrator
35.	Organizational Affiliation:	
36.	Telephone Number:	708-656-3600 ext. 263
37.	Fax number:	708-222-4532
38.	Email Address:	jalvarez@thetownofcicero.com

Areas Affected														
39.	Areas Affected by the Project (Cities, counties, state-wide):	Town of Cicero												
40.	Legislative and Congressional Districts of Applicant:	03, 04												
41.	Legislative and Congressional Districts of Program/Project:	03, 04												
Applicant's Project														
42.	Title of Project:	Town of Cicero Lead Service Line Inventory												
43.	Proposed Project Term:	Start Date: 7/1/2023 End Date: 6/30/2024												
44.	Estimated Funding (Include all that apply)	<table border="0"> <tr> <td>Amount Requested from the State:</td> <td style="text-align: right;">\$ 50,000.00</td> </tr> <tr> <td>Applicant Contribution (e.g. in-kind, matching):</td> <td></td> </tr> <tr> <td>Local Contribution:</td> <td style="text-align: right;">\$ 50,000.00</td> </tr> <tr> <td>Other Source of Contribution:</td> <td></td> </tr> <tr> <td>Program Income:</td> <td></td> </tr> <tr> <td style="text-align: right;">Total Amount:</td> <td style="text-align: right;">\$ 100,000.00</td> </tr> </table>	Amount Requested from the State:	\$ 50,000.00	Applicant Contribution (e.g. in-kind, matching):		Local Contribution:	\$ 50,000.00	Other Source of Contribution:		Program Income:		Total Amount:	\$ 100,000.00
Amount Requested from the State:	\$ 50,000.00													
Applicant Contribution (e.g. in-kind, matching):														
Local Contribution:	\$ 50,000.00													
Other Source of Contribution:														
Program Income:														
Total Amount:	\$ 100,000.00													
<p>Applicant Certification:</p> <p>By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</p> <p>(*) The list of certifications and assurances, or an Internet site where you may obtain this list is contained in the Notice of Funding Opportunity.</p> <p style="text-align: center;"><input checked="" type="checkbox"/> I Agree</p>														
Authorized Representative														
45.	First Name:	Larry												
46.	Last Name:	Dominick												
47.	Suffix:													
48.	Title:	Town President												
49.	Telephone Number:	708-656-3600 ext. 211												
50.	Fax Number:	708-222-8223												
51.	Email Address:	larry@thetownofcicero.com												
52.	Signature of Authorized Representative:													
53.	Date Signed:													

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For more assistance with Adobe Reader visit <http://www.adobe.com/go/acrreader>.

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LEAD SERVICE LINE INVENTORY (LSLI) GRANT PROGRAM PROJECT SUMMARY WORKSHEET

To be completed by grant applicant and submitted with LSLI Application Materials to the IEPA per NOFO application submittal requirements. If you need more space than what is provided, please attach the information on separate paper and note the attachment in the space provided.

NAME OF LSLI APPLICANT: Town of Cicero

1. Identify the total service population to be served by this project.

The total population served by this project is 85,268 which is all the people living in the Town Cicero according to the 2020 Census.

2. Provide a total number of service connections within the CWS.

The Total Number of Service connections within the CWS are 15,175.

3. Identify the location(s) of the service population to be served by the project. The location(s) should include the name(s) of the town/city/village where the residents live and/or the unincorporated area(s) where the residents live in order for the IEPA to identify the median household income of the total service population.

The Location of the Project is the Town of Cicero, IL. As indicated by the 2020 Census, the Median Household Income (MHI) for the state of Illinois is \$68,428, while the MHI in Cicero is \$53,726 or 78.5% MHI compared to all of Illinois. Zip code is 60804.

4. Provide a map detailing the area of inventory assessment.

Map of inventory assessment area included and attached: YES NO



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217)782-3397

5. Identify and briefly describe the anticipated method(s) to be used to perform the inventory assessment.

The Town of Cicero will hire the lowest responsible bidding contractor and provide all necessary information and instructions for satisfactory completion of the lead line inventory. To perform the inventory assessment, we will be checking construction permit record information to locate any service lines placed in the past. We will be use meter installation record information to find where these service lines connect to meters used within the Town. We will look at the water meter inspection information to find any issues within the service lines that may be due to them containing lead.

We will use water main repair information as well to identify any issues that may be caused by lead lines. Another thing we will do is have a visual inspection of service lines in buildings to easily identify any lead lines that need to be accounted for. The last method we will use is vacuum excavation, this type of excavation leads to little land disturbance by loosening soil with water or air and vacuuming it out to get a quick and easy access to the pipes underneath the land to identify if it's a lead service line or not.

The Data will be used for accurate Predictive Modeling Implementation. The Town will also use GIS mapping tools for compilation of the water service line inventory and for future public service information posting on the Town website.

Larry Dominick

AUTHORIZED REPRESENTATIVE (PRINTED)

Town President

TITLE

AUTHORIZED REPRESENTATIVE (SIGNATURE)

DATE

PROGRAMMATIC RISK ASSESSMENT QUESTIONNAIRE (PRAQ)

The purpose of this assessment is to evaluate the programmatic risk of the applicant. Limited program experience, protocols and internal control governing program delivery will increase an applicant's degree of risk but will not prohibit the applicant from becoming a grantee.

Based on the applicant's responses to the questionnaire, the risk rating is computed. Medium or high risk in any risk category will result in specific conditions in the NOSA and U-IGA pursuant to 2 CFR 200.207.

Patterns or trends in programmatic risk will influence GATA training as well as the agency's monitoring plan. Appropriate support must be provided by GATU and the agency to build grantee capacity.

Administering the Programmatic Risk Assessment

- A. The programmatic risk assessment questionnaire is distributed to the applicant by the agency prior to an awarding decision.
- B. The applicant returns the completed questionnaire to the awarding agency following the agency's protocol.
- C. The awarding agency assigns a point value to the questionnaire responses: Low Risk = 1, Medium Risk = 2, High Risk = 3
 1. If the question has subparts, the average of the subparts equals the question's risk rating.
 2. Based on the number of questions answered in the questionnaire, the average is computed.
 3. The average determines the applicant's risk rating: 1-1.4 = Low Risk; 1.5-2.4 = Medium risk, 2.5 - 3 = High Risk
- D. If the **Average risk rating is Medium or High** (as defined above), applicable specific condition(s) are assigned. Refer to the Programmatic Specific Conditions chart for general verbiage. Consider standard program requirements when setting specific conditions. For example, **if standard reporting is quarterly more frequent reporting would be monthly.**

The agency communicates the applicable specific condition(s) through the NOSA and U-IGA.

A SEPARATE PROGRAMMATIC RISK ASSESSMENT IS REQUIRED FOR EACH GRANT APPLICATION. RESPONSES MUST BE PROGRAM-SPECIFIC.

PROGRAM ASSOCIATED WITH THIS PROGRAMMATIC RISK ASSESSMENT:	LEAD SERVICE LINE INVENTORY (LSLI) GRANT PROGRAM
FISCAL YEAR:	FY23
AWARDING STATE AGENCY:	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
ENTITY COMPLETING PROGRAMMATIC RISK ASSESSMENT:	Town of Cicero
INDIVIDUAL COMPLETING PROGRAMMATIC RISK ASSESSMENT:	Jose L. Alvarez
CONTACT INFORMATION FOR COMPLETER (PHONE AND EMAIL):	708-656-3600 ext. 263 jalvarez@thetownofcicero.com

The questionnaire below will be used to help determine the associated risk levels of entering into an agreement with the applicant. Please select the appropriate answer for each of the questions within the questionnaire provided below as it applies to the program. If you have any questions while completing this PRAQ, please feel free to contact either Lanina Clark lanina.clark@illinois.gov, Jillian Fowler jillian.fowler@illinois.gov, or Rachael Heaton rachael.heaton@illinois.gov for assistance.

1. GATA PORTAL – FISCAL AND ADMINISTRATIVE RISK ASSESSMENT QUESTIONNAIRE (ICQ)

The Fiscal and Administrative Risk Assessment Questionnaire (ICQ) must be completed prior to the application submittal. This is located within the GATA Portal. The applicant must complete the Fiscal and Administrative Risk Assessment Questionnaire in the GATA Portal for Fiscal Year 2023 & 2024.

Fiscal Year 2023 & 2024 ICQ COMPLETED/SUBMITTED in the GATA Portal: YES NO Date Submitted: _____

2. FINANCIAL STABILITY

a. Applicant must attach a copy of their Statement of Activities from their most recent financial audit as part of their review.

STATEMENT OF ACTIVITIES attached to this completed PRAQ: YES NO

b. How significant are the program funds in relation to the organization’s overall budget?

SOMEWHAT/SLIGHT

c. Is the program funding diversified across multiple sources including fundraising or endowments?

YES, DIVERSIFIED

3. ABILITY TO EFFECTIVELY IMPLEMENT REQUIREMENTS

a. Does the key program staff have experience with this program?

3 YEARS OF MORE

4. CAPACITY

a. Is adequate staffing planned for the program implementation?

YES

b. Will the program funds be less than 25% of the organization’s budget?

YES

c. Will the program require scaling up (50% of staffing) or is a major (50%) part of the organization’s overall budget?

NO

d. Does the organization have to scale up significantly (more than 100% increase in staffing/resources) in order to perform the program?

NO

e. Does the organization have the ability to track personnel time applied to this program?

YES

5. EXTERNAL PARTNERSHIPS

- a. How dependent is the recipient on external partners (through contracts, procurements or subgranting) to meet program goals and performance?
- b. Does the organization have experience working with the external partner(s)?
- c. Did the applicant acknowledge that they are responsible for the performance of their subrecipient or other external partner and ensuring adequate monitoring?

6. REPORTING

a. REPORTING HISTORY


- 1. The organization has submitted financial and programmatic reporting timely and as required for prior grant awards?

b. REPORTING CAPACITY

- 1. Has someone been designated to oversee performance reporting for this program? Is there segregation of duties to ensure accurate and validated reporting?
- 2. Are staff preparing reports familiar with program requirements, deliverables, and outcomes? Note that new hires in need of training are always high risk.
- 3. Are there mechanisms in place to ensure data accuracy and integrity?

Certification Section – By signing this questionnaire, I certify to the best of my knowledge and belief that the responses are true, complete and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)

Jose L. Alvarez

AUTHORIZED REPRESENTATIVE (PRINTED)
Jose L. Alvarez  Digitally signed by Jose L. Alvarez
Date: 2023.04.19 12:46:36 -05'00'

AUTHORIZED REPRESENTATIVE (SIGNATURE)

Grants Administrator

TITLE

04/19/2023

DATE

REMEMBER TO ATTACH YOUR STATEMENT OF ACTIVITIES TO THIS COMPLETED PRAQ



LEAD SERVICE LINE INVENTORY (LSLI) GRANT PROGRAM CERTIFICATIONS AND ACKNOWLEDGEMENT FORM

All of the certifications and assurances listed below will be included within the Uniform Intergovernmental Grant Agreement (U-IGA). This form is to serve as a notification/acknowledgment of these requirements prior to further pursuing this funding option. Please, initial next to each of the required certifications and assurances certifying acknowledgement of each of the requirements of this grant program. This shall be completed and submitted with grant application submittals.

NAME OF LSLI APPLICANT: Town of Cicero

INITIALS	CERTIFICATIONS
----------	----------------

LD	1. BRIBERY: Applicant certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
----	---

LD	2. BID RIGGING: Applicant certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
----	--

LD	3. DEBT TO STATE: Applicant certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Applicant, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Applicant, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Applicant acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
----	---

LD	4. INTERNAL REVENUE CODE COMPLIANCE: Applicant certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
----	--

LD	5. LOBBYING: Applicant certifies that it has not paid prior grant funds, or upon receiving an Award and Grant Agreement, will not be paying Grant Funds by or on behalf of Applicant to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative or intergovernmental agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative or intergovernmental agreement. 31 USC 1352. Additionally, Applicant certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
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LD	a. FEDERAL FORM LLL: If any funds, other than Federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with a Uniform Application for State Grant Assistance and subsequent Award and Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
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LD

b. **LOBBYING COSTS:** Applicant certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with a Grant Agreement pursuant to an Award, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

LD

c. **PROCUREMENT LOBBYING:** Applicant warrants and certifies that it and, to the best of its knowledge, its sub-grantees, if Applicant intends to use sub-grantees upon issuance of an Award and subsequent Grant Agreement, have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

LD

d. **SUB-AWARDS:** If Applicant is issued an Award and subsequent, Grant Agreement, and intends to utilize sub- Grantees, Applicant certifies it will include the language of this certification in the award documents for any sub-awards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Applicant shall forward all disclosures by contractors regarding this certification to Grantor.

LD

6. **EDUCATIONAL LOAN:** Applicant certifies that it is not barred from receiving State awards or agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

LD

7. **INTERNATIONAL BOYCOTT:** Applicant certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

LD

8. **DUES AND FEES TO A DISCRIMINATORY CLUB:** Applicant certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

LD

9. **PRO-CHILDREN ACT:** Applicant certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

LD

10. **DRUG-FREE WORKPLACE:** If Applicant is not an individual, Applicant certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Applicant is an individual and the Award applied for is valued at more than \$5,000, Applicant certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Applicant further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

LD

11. **MOTOR VOTER LAW:** Applicant certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

- LD** 12. **CLEAN AIR ACT AND CLEAN WATER ACT:** Applicant certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).
- LD** 13. **DEBARMENT:** Applicant certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- LD** 14. **NON-PROCUREMENT DEBARMENT AND SUSPENSION:** Applicant certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- LD** 15. **GRANT FOR THE CONSTRUCTION OF FIXED WORKS:** Applicant certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Notice of Funding Opportunity shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Applicant shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- LD** 16. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** Applicant certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Applicant shall maintain, for a minimum of six (6) years, all protected health information.
- LD** 17. **CRIMINAL CONVICTIONS:** Applicant certifies that neither it nor any officer, director, partner or other managerial agent of Applicant has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Applicant further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Award and subsequent Grant Agreement void if this certification is false (30 ILCS 500/50-10.5).
- LD** 18. **FORCED LABOR ACT:** Applicant certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that, if it receives an Award and subsequent Grant Agreement, no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- LD** 19. **ILLINOIS USE TAX:** Applicant certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Applicant acknowledges that the Award and subsequent Grant Agreement may be declared void if this certification is false.
- LD** 20. **ENVIRONMENTAL PROTECTION ACT VIOLATIONS:** Applicant certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award. Grantee acknowledges that the Award and subsequent Grant Agreement may be declared void if this certification is false.
- LD** 21. **GOODS FROM CHILD LABOR ACT:** Applicant certifies that no foreign-made equipment, materials, or supplies furnished to the State under a Grant Agreement executed pursuant to an Award have been or will be produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

LD 22. **COMPLIANCE WITH UNIFORM GRANT RULES (2 CFR PART 200):** Applicant certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

LD 23. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:** Applicant certifies that it is in compliance with the terms and requirements of 31 USC 6101. Applicant further certifies it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

LD 24. **COMPLIANCE WITH NON-DISCRIMINATION LAWS:** Applicant, its employees and subcontractors under subcontract made pursuant to an Award and subsequent Grant Agreement, certifies that it shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

LD a. The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Illinois Administrative Code Part 750, which is incorporated herein;

LD b. The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

LD c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

LD d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

LD e. The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

LD f. The Age Discrimination Act (42 USC 6101 et seq.).

INITIALS	ASSURANCES
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LD 1. **APPLICANT STANDING AND AUTHORITY:** Applicant assures it is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized and that it has the requisite power and authority to:

LD a. Execute and deliver the Uniform Application for State Grant Assistance on behalf of the Applicant.

LD b. Execute and file the required certifications, assurances, Intergovernmental Agreements and Grant Agreements on behalf of the Applicant binding the Applicant.

LD c. Execute Grant Agreements, Intergovernmental Agreements, and all other documents to be executed by Applicant in connection with the Award and subsequent Agreement with Grantor on behalf of the Applicant.

LD d. Upon receiving an award and subsequent Intergovernmental Agreement or Grant Agreement, perform its obligations hereunder and to consummate the transactions contemplated within the Agreement.

LD

e. If Applicant is organized under the laws of another jurisdiction, Applicant warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

2. GENERAL ASSURANCES:

LD

a. Applicant assures it will comply with all applicable State, Federal and local laws, and State administrative regulations in carrying out any project supported by a State of Illinois Grant Agreement or Intergovernmental Agreement, and any and all license requirements or professional certification provisions.

LD

b. Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the Grant Agreement or Intergovernmental Agreement with Grantor issued for its project.

LD

c. Where applicable, Applicant assures it will comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Applicant concerning persons served under an Intergovernmental Agreement or Grant Agreement. The records and information shall be protected by Applicant from unauthorized disclosure.

LD

d. Applicant recognizes that Federal and State laws and regulations may be modified from time to time, and those modifications may affect project implementation. The Applicant understands that Presidential executive orders, executive orders from the Office of the Governor, Federal and State directives, including policies and program guidance may be issued concerning matters affecting the Applicant or the project.

LD

e. The Applicant agrees that the most recent Federal and State laws, regulations, and directives will apply to the project, unless Grantor issues a written determination otherwise.

3. REGISTRATION ASSURANCE: Applicant assures it and any sub-grantees it might intend to utilize shall:

LD

a. be registered with the Federal SAM.

LD

b. be in good standing with the Illinois Secretary of State, if applicable; and

LD

c. have a valid UEI number.

LD

d. Applicant understands its responsibility to remain current with these registrations and requirements. If Applicant's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Application for State Grant Assistance changes, Applicant must notify the Grantor.

LD

4. GIFT BAN ASSURANCE: Applicant understands it is prohibited from giving gifts to State employees and assures it will not give any gifts pursuant to Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

LD

5. FREEDOM OF INFORMATION ACT (FOIA) ASSURANCE: Applicant assures that upon request, Applicant shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

Larry Dominick

Town President

AUTHORIZED REPRESENTATIVE (PRINTED)

TITLE

153

AUTHORIZED REPRESENTATIVE (SIGNATURE)

DATE

TOWN OF CICERO, ILLINOIS

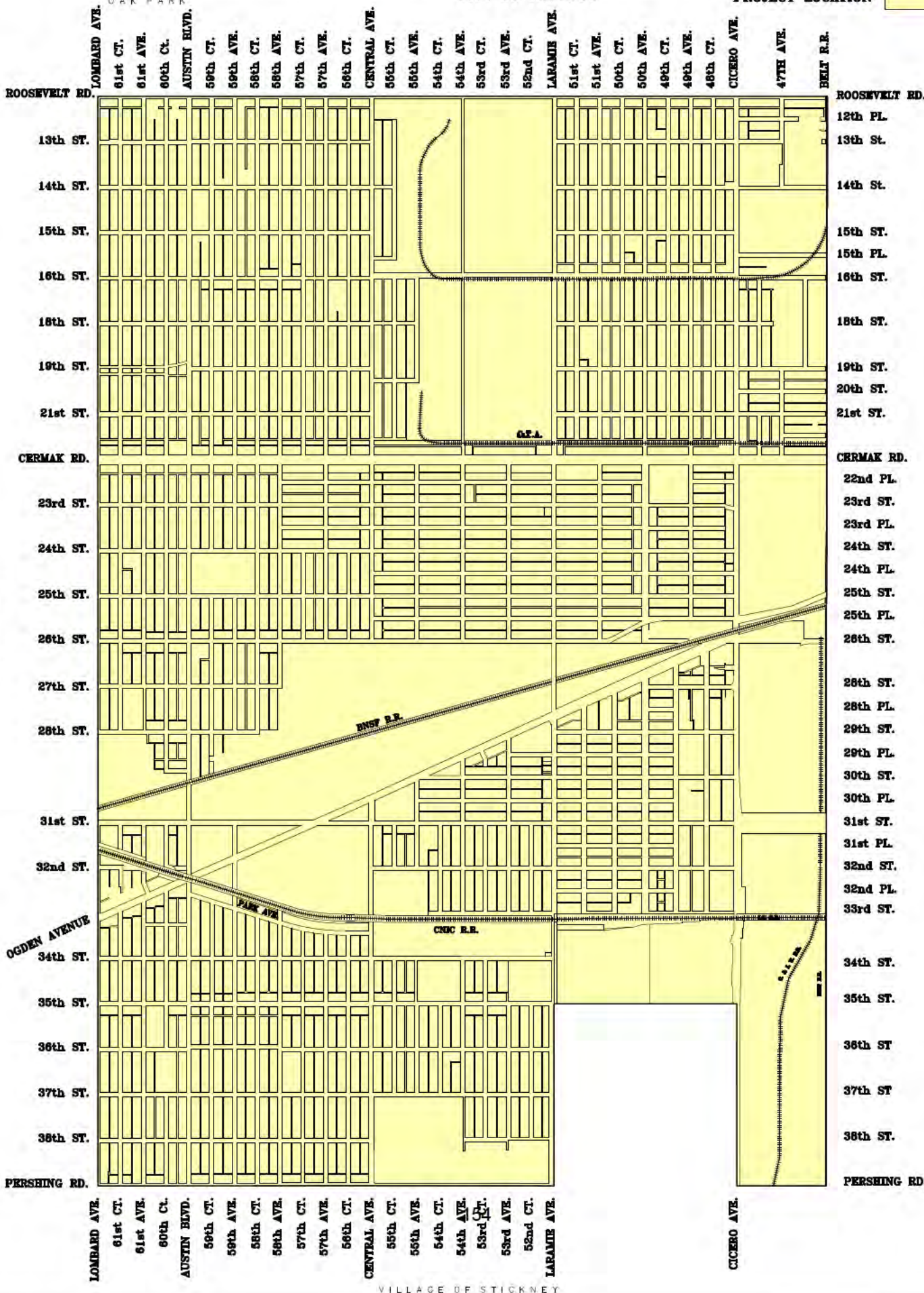
WATER SERVICE INVENTORY PROJECT LOCATION MAP



VILLAGE OF OAK PARK

CITY OF CHICAGO

PROJECT LOCATION



CITY OF BERWYN

CITY OF CHICAGO

VILLAGE OF STICKNEY