
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, AUGUST 8, 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) Honoring Team Rubicon For Flood Assistance

5. **Approval of Bills**

A) List of Bills-Warrant# 15, Manual Checks & Online Payments

B) Payroll 4

6. **Permits**

A) All Our Kids Network 23

B) Knights of Columbus- Hughes Council 1005 31

7. **Block Party Permits**

A) 2500 Block 57th Ave. 32

B) 1300 Block 59th Ave. 36

8. **Reports**

A) Collector's Office Report & Revenue Summary

9. **Ordinances**

- A) An Ordinance Adopting Chapter 2, Division 16 Of The Code Of Ordinances Of The Town Of Cicero To Establish The Stormwater Advisory Board Of The Town Of Cicero, County Of Cook, State Of Illinois. 47

10. **Land Use Ordinance**

- A) An Ordinance Granting A Sign Variance For The Property Commonly Known As 2217 South Cicero Avenue, Cicero, Illinois. 53

11. **Resolutions**

- A) A Resolution Authorizing The Town President To Enter Into An Engineering Services Agreement With Frank Novotny & Associates, Inc. Regarding A Stormwater Master Plan For The Town Of Cicero, County Of Cook, State Of Illinois. 59

- B) A Resolution Authorizing And Approving Certain Invoices From Legacy Fire Apparatus For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois. 85

- C) A Resolution Authorizing And Approving An Agreement Between The Department Of The Army And The Town Of Cicero For Design And Construction Assistance For The Town Of Cicero, 2024 USACE Water Main Improvement Project For The Town Of Cicero, County Of Cook, State Of Illinois. 99

- D) A Resolution Appointing Certain Individuals To Specified Positions For The Town Of Cicero, County Of Cook, State Of Illinois. 122

- E) A Resolution Authorizing, Approving, And Ratifying An Invoice From Cook County For Recording Fees For The Town Of Cicero, County Of Cook, State Of Illinois. 128

- F) A Resolution Authorizing And Approving A Professional Services Agreement With WIPFLI, LLP For Accounting Services For The Town Of Cicero, County Of Cook, State Of Illinois. 138

- G) A Resolution Authorizing And Approving The Acceptance Of Grant Funds From The Federal Emergency Management Agency For The Town Of Cicero, County Of Cook, State Of Illinois. 153

- H) A Resolution Authorizing And Approving The Purchase Of A Professional Liability Insurance Policy For The Town Of Cicero, County Of Cook, State Of Illinois. 183

12. **New Business**

- A) Recommendation Of The Town Engineer To Award The Contract For Emergency Elevator Modernization To The Lowest Responsible Bidder.

- B) Recommendation Of The Town Engineer To Award The Contractor For CTA Pink Line Grade Crossing Pavement Marking Installation To The Lowest Responsible Bidder.

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

14. *Adjournment*

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11/13/2014 VALERDI, ROCIO

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06/06/2023 ALVA-VALENCIA, GABRIEL
06/06/2023 DOMINICK, JACOB
06/06/2023 GONZALEZ-RUIZ, NOE
06/06/2023 JUAREZ HERNANDEZ, JORGE
06/06/2023 MARTINEZ, FELIX
06/06/2023 OROZCO, ALYSSA
06/06/2023 RIOS, JORGE
06/06/2023 YEPEZ, EDUARDO
06/06/2023 ZARCO, RAMIRO
06/07/2023 ARIZAGA, ANTONIO
06/07/2023 BARAJAS, DIEGO
06/07/2023 BARAJAS, JUAN PABLO
06/07/2023 CARMONA, RICARDO
06/07/2023 FLORES, FERNANDO
06/07/2023 GARCIA, AARON
06/07/2023 GODOY, MICHAEL
06/07/2023 GONZALEZ, ETHANIEL

HUMAN RESOURCES

PAGE 18
TCHR97
LDONATO

DATE 8/03/23
TIME 16:07:27
HIRE DATE NAME HIRE DATE

CORPORATE

06/07/2023 RETANA, ERNESTO
06/07/2023 SERRANO, JASMINE
06/08/2023 HERNANDEZ ORTIZ, GABRIEL
06/08/2023 JUAREZ HERNANDEZ, DAISY
06/08/2023 TAPIA, OLIVER
06/08/2023 TOVAR, MAGALY
06/11/2023 GARCIA, LORENZ
06/11/2023 KORZELIK, DANIEL
06/12/2023 CAHUE, KARLA
06/12/2023 CAHUE, REBECCA
06/12/2023 CONTRERAS-ORTIZ, ISABEL
06/12/2023 CORTEZ, KEVEN
06/12/2023 DAVILA, JULIAN
06/12/2023 MARTINEZ, LEONEL
06/12/2023 OLANO, SOPHIA
06/12/2023 ORTIZ, KAYLA
06/12/2023 RODRIGUEZ, MELISSA
06/12/2023 RODRIGUEZ VELARDE, GIOVANNI
06/12/2023 ROMERO, ERICK
06/12/2023 SANCHEZ, BRANDON
06/12/2023 SANTAMARIA, DHARMAH
06/13/2023 ACOSTA, ANTONIO
06/13/2023 CAMPOS, JOCELYN
06/13/2023 CHAVEZ, LILIANA
06/13/2023 SILVA, RONALD, A
06/14/2023 LOPEZ, FREDERIC
06/15/2023 BERGMAN, BRIANNA
06/15/2023 ROMAN, CHRISTIAN
06/18/2023 ALANIS, ISAAC
06/19/2023 MARTINEZ, ELVIA
07/09/2023 RIVERA, JAVIER
07/10/2023 YOUNG, NICOLE
07/11/2023 CUNDARI, DEAN

Total Employees: 951
Estimated Payroll Salary: 1,655,420.90

NOTE: Hourly rates not included in estimated payroll salary

HUMAN RESOURCES

DATE 8/03/23

TIME 16:07:27

HIRE DATE NAME

EMPLOYEES BY

HIRE DATE

PAGE 19

TCHR97

LDONATO

LIBRARY

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

Total Employees: 32

Estimated Payroll Salary: 27,626.18

NOTE: Hourly rates not included in estimated payroll salary



AOK PARENTS SURVEY

CICERO RESIDENTS WITH CHILDREN
0-5 YEARS OF AGE

-Do you have 5 minutes to answer our short survey?

-The AOK Network is asking for your help to better understand the needs and resources of parents and young children that live in Cicero.

-We will ask questions about your youngest child. The last set of questions asks about you and your family.

-All surveys are anonymous and confidential.



SCAN HERE



23





ENCUESTA DE PADRES DE AOK

RESIDENTES DE CICERO CON NIÑOS DE 0-5 AÑOS

-¿Tiene 5 minutos para conterstar nuestra breve encuesta?

-La Red AOK está pidiendo su ayuda para comprender mejor las necesidades y los recursos para padres y niños pequeños que viven en Cicero.

-Le haremos preguntas sobre su hijo menor. La última serie de preguntas se refiere a usted y su familia.

-Todas las encuestas son anónimas y confidenciales.

ESCANEA AQUÍ



PARA ESPAÑOL HAGA CLIC AQUÍ

AOK Parents Survey



✓ English Español

Change language

Welcome to the All Our Kids Network (AOK) Parent Survey!





Fwd: AOK Parent Survey

4 me age

Maria Arias <marias@thetownofcicero.com>

Mon, Jul 31, 2023 at 12:47 PM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Hello Jessica and Lupita

Please add this request to the next board meeting agenda to be held on August 8th under permit requests.

Thank you,

Maria

Forwarded Conversation

Subject: AOK Parent Survey

From: **Michelle Ramirez** <MichelleR@youthcrossroads.org>

Date: Thu, Jul 13, 2023 at 3:12 PM

To: marias@thetownofcicero.com <marias@thetownofcicero.com>

Cc: Linda Rio <LindaR@youthcrossroads.org>

Good afternoon,

I was guided to you by Ismael Vargas.

The All Our Kids Network (AOK) in Cicero has officially begun the **AOK Parent Survey**. The goal of the survey is to help us assess the needs and challenges that families and children face in our community.

We were wondering if there are guidelines for us to conduct these surveys in the community such as at parks or events. For instance, for Summer in the Park, would we need special permission or clearance to have Parent Ambassadors walking around (or have a table) where families can complete our quick 5-minute survey?

Please let us know if you need more information and/or if you can assist us.

Thank you,

Michelle N. Ramirez

Family Engagement Specialist

All Our Kids Network - Cicero

micheller@youthcrossroads.org

Ph: (708)484- 7400 ext: 031 | [Cicero – AOK Networks](#)



From: **Michelle Ramirez** <MichelleR@youthcrossroads.org>

Date: Fri, Jul 28, 2023 at 4:02 PM

To: marias@thetownofcicero.com <marias@thetownofcicero.com>
Cc: Linda Rios <LindaR@youthcrossroads.org>

Good afternoon,

I am following up on this email. Please let me know if you have a couple of minutes to chat in regards to the AOK Parent Survey.

Thank you,

Michelle N. Ramírez

Family Engagement Specialist

All Our Kids Network: Cicero

micheller@youthcrossroads.org

Ph (708)484 7400 ext 031 | [Cicero](#) [AOK Networks](#)



From: Michelle Ramirez
Sent: Thursday, July 13, 2023 3 12 PM
To: marias@thetownofcicero.com <marias@thetownofcicero.com>
Cc: Linda Rios LindaR@youthcrossroads.org
Subject: AOK Parent Survey

From: **Maria Arias** <marias@thetownofcicero.com>
Date: Sat, Jul 29, 2023 at 10:54 AM
To: Michelle Ramirez MichelleR@youthcrossroads.org
Cc: Ismael Vargas <ivargas@thetownofcicero.com>, Linda Rios <LindaR@youthcrossroads.org>, Patricia Sturdevant <psturdevant@thetownofcicero.com>

Hello Michelle-

Thank you for reaching out to us. Is there anyway that you can email me a sample and/or copy of the survey?

Maria

--

Maria A. Punzo-Arias

Town Clerk

TOWN OF CICERO

[4949 W. Cermak Road](#)

[Cicero, IL 60804](#)

[Office:](#) (708) 656-3600, Ext. 200

[Fax:](#) (708) 656-5801

[Email:](#) marias@thetownofcicero.com

[Web:](#) www.thetownofcicero.com

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From: **Michelle Ramirez** <MichelleR@youthcrossroads.org>
Date: Mon, Jul 31, 2023 at 8:53 AM
To: Maria Arias <marias@thetownofcicero.com>
Cc: Ismael Vargas <ivargas@thetownofcicero.com>, Linda Rios <LindaR@youthcrossroads.org>, Patricia Sturdevant <psturdevant@thetownofcicero.com>

Good morning,

The direct link to the survey is here: <https://redcap.healthinstitute.illinois.edu/surveys/?s=9HN98JWNWF7LFHCE&fbclid=IwAR2WQCDKHSp5rTVdBu1e43dWcdS-LCcpPIR1eYyO5xETnb0bSsMmODTekII>

I have also attached the flyers we are utilizing to have people scan the QR code and get to the survey directly.

Thank you,

Michelle N. Ramírez

Family Engagement Specialist

All Our Kids Network: Cicero

micheller@youthcrossroads.org

Ph: (708)484- 7400 ext: 031 | [Cicero – AOK Networks](#)



From: Maria Arias <marias@thetownofcicero.com>
Sent: Saturday, July 29, 2023 10:54 AM
To: Michelle Ramirez <MichelleR@youthcrossroads.org>
Cc: Ismael Vargas <ivargas@thetownofcicero.com>; Linda Rios <LindaR@youthcrossroads.org>; Patricia Sturdevant <psturdevant@thetownofcicero.com>
Subject: Re: AOK Parent Survey

Maria A. Punzo-Arias
Town Clerk

TOWN OF CICERO
4949 W. Cermak Road
Cicero, IL 60804
Office: (708) 656-3600, Ext. 200

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2 attachments



survey spn.jpg
251K



survey eng.jpg
214K

Maria Aria maria@thetownofcicero.com Mon, Jul 31, 2023 at 3 24 PM
To: Michelle Ramirez <MichelleR@youthcrossroads.org>
Cc: Linda Rios <LindaR@youthcrossroads.org>, Ismael Vargas <ivargas@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Patricia Sturdevant <psturdevant@thetownofcicero.com>, Ray Hanania <rhanania@thetownofcicero.com>, Jo e Alvarez <jalvarez@thetownofcicero.com>, Lupita Diaz Donato <ldonato@thetownofcicero.com>

Hi Michelle -

In regards to your recent email to use the parks to for your project, you would need to contact the Clyde Park District, [1909 S. Laramie Avenue, Cicero, IL](#) (708) 652 3545; to participate in any of the Town of Cicero' event , you would need to reach out to Patti Sturdevant-Salerno whom I've cc'd on this email. For any other use of town facilities, this would require board approval, etc.

I hope this information is helpful.

Please let me know if you have any other questions or concerns.

Best regards,

Maria

On Thu, Jul 13, 2023 at 3:12 PM Michelle Ramirez <MichelleR@youthcrossroads.org> wrote:
Good afternoon,

I was guided to you by Ismael Vargas.

The All Our Kids Network (AOK) in Cicero has officially begun the **AOK Parent Survey**. The goal of the survey is to help us assess the need and challenge that families and children face in our community.

We were wondering if there are guidelines for us to conduct these surveys in the community such as at parks or events. For instance, for Summer in the Park, would we need special permission or clearance to have Parent Ambassadors walking around (or have a table) where families can complete our quick 5 minute survey?

Please let us know if you need more information and/or if you can assist us.

Thank you,

Michelle N. Ramírez

Family Engagement Specialist

All Our Kids Network: Cicero

micheller@youthcrossroads.org

Ph: (708)484- 7400 ext: 031 | [Cicero – AOK Networks](#)



[Quoted text hidden]

Michelle Ramirez <MichelleR@youthcrossroads.org>

Tue, Aug 1, 2023 at 9:54 AM

To: Maria Aria <maria @thetownofcicero.com>

Cc: Linda Rios <LindaR@youthcrossroads.org>, Ismael Vargas <ivargas@thetownofcicero.com>, Jessica Jaramillo

<jjaramillo@thetownofcicero.com>, Patricia Sturdevant <psturdevant@thetownofcicero.com>, Ray Hanania

<rhanania@thetownofcicero.com>, Jose Alvarez <jalvarez@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Good morning Maria,

Thank you for the information and for connecting me with Patti. We will work on updating the flyer and I'll attach it this thread.

Is there someone in specific we should reach out to at the Clyde Park District?

Thank you,

Michelle N. Ramírez

Family Engagement Specialist

All Our Kids Network: Cicero

micheller@youthcrossroads.org

Ph: (708)484- 7400 ext: 031 | [Cicero – AOK Networks](#)



From: Maria Arias maria_@thetownofcicero.com
Sent: Monday, July 31, 2023 3:24 PM
To: Michelle Ramirez MichelleR@youthcrossroads.org
Cc: Linda Rios <LindaR@youthcrossroads.org>; Ismael Vargas <ivargas@thetownofcicero.com>; Jessica Jaramillo jjaramillo@thetownofcicero.com ; Patricia Sturdevant p_sturdevant@thetownofcicero.com ; Ray Hanania <rhanania@thetownofcicero.com>; Jose Alvarez <jalvarez@thetownofcicero.com>; Lupita Diaz-Donato ldonato@thetownofcicero.com
Subject: Re: AOK Parent Survey

[Quoted text hidden]

Michelle Ramirez <MichelleR@youthcrossroads.org> Tue, Aug 1, 2023 at 11:35 AM
To: Maria Arias <marias@thetownofcicero.com>
Cc: Linda Rios <LindaR@youthcrossroads.org>, Ismael Vargas <ivargas@thetownofcicero.com>, Jessica Jaramillo jjaramillo@thetownofcicero.com , Patricia Sturdevant p_sturdevant@thetownofcicero.com , Ray Hanania <rhanania@thetownofcicero.com>, Jose Alvarez <jalvarez@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Good morning,

Attached are the updated flyers for the survey.

Thank you,

Michelle N. Ramírez
Family Engagement Specialist
All Our Kids Network Cicero
micheller@youthcrossroads.org
Ph: (708)484- 7400 ext: 031 | [Cicero – AOK Networks](#)



From: Michelle Ramirez MichelleR@youthcrossroads.org
Sent: Tuesday, August 1, 2023 9:54 AM
To: Maria Arias maria_@thetownofcicero.com
[Quoted text hidden]
[Quoted text hidden]

 **AOK Parent Survey Flyer** pdf
780K

Ms Maria A. Punzo-Arias
Cicero Town Clerk
Cicero Town Hall
4949 West Cermak Road
Cicero, Illinois 60804

Dear Ms Punzo- Arias;

The Knights of Columbus has its annual campaign to assist individuals with intellectual disabilities during the month of September. Our Hughes Council 1005 will be conducting the campaign in our area. Most of the money collected is used in our area by UPC SEGUIN. Ten percent of the money is used for a state program to help people with intellectual disabilities.

We request permission to hold our fund raiser in the Cicero Town Hall lobby on Wednesday, September 13, 2023 from 9 am to 5 p.m.

We thank you for your support you have given us over many years.
If you have any questions about this event, I would be glad to answer any questions.


James Machan
Hughes Council 1005
Chairman
1603 South 57th Court
Cicero, Illinois 60804
(708) 863-5117

Aug 26, 2023

~~SECRET~~ 2023

~~06/02/2023~~

(must be at least 21 years old)

ADDRESS: [REDACTED]

(DJ) RADIO

Spouse #

(owners)

WE, THE RESIDENTS OF THE 2900 BLOCK OF 57th Ave REQUEST THE
TOWN OF CICERO TO ISSUE A PERMIT TO HOLD A BLOCK PARTY ON _____
FROM 12:00 P.M. (NOON) TO 7:00 P.M.

ADDRESS (list every address on the block in numerical order)	TELEPHONE NUMBER OF THE HOUSEHOLD	SIGNATURE OF ONE RESIDENT OF THE HOUSEHOLD	DO YOU WANT A BLOCK PARTY ON THE ABOVE DATE? (Mark yes, no, not home or vacant house)
			yes
			YES
			YES
			Yes
			Yes
			YES
			Yes
			SI
			Yes
			yes
			yes
			xes
			yes
			xes
			yes

Organizer's Signature: _____

Date: 08.02.23

WE, THE RESIDENTS OF THE _____ BLOCK OF _____ REQUEST THE TOWN OF CICERO TO ISSUE
A PERMIT TO HOLD A BLOCK PARTY ON _____ FROM 12:00 PM (NOON) TO 7:00 PM.

[illegible]

CICERO BLOCK PARTY CHECKLIST

(To be Completed by the Community Service Officer Assigned to the Block Party)

DATE AND TIME OF BLOCK PARTY: _____

LOCATION OF THE BLOCK PARTY: _____

ORGANIZER'S NAME: _____ TELEPHONE NUMBER: _____

ADDRESS: _____

COMMUNITY SERVICE OFFICER ASSIGNED: _____

Requirement

Completed

	Yes/No	Time
Were temporary barricades removed from the roadway?		
Were temporary "No Parking" signs and street closure signs taken down/removed?		
Was trash picked up and thrown in proper receptacles?		
Was food disposed of or brought inside someone's residence?		
Were all alcoholic beverages properly disposed of or brought inside someone's residence?		
Were flyers and decorations removed?		
Were all tents, tables, chairs, grills, coolers and similar items removed from public property?		
Were all games, activities and music equipment removed from public property?		
Was the property generally cleaned up?		
Was the property restored to its previous condition?		

Additional Information

YES

NO

Did the block party end by 7:00 p.m.?
If not, describe the reasons why _____

Did the organizer and participants comply with your requests?
If not, describe the circumstances _____

List any issues (including, without limitation, criminal activity, fights, noise complaints, use of fireworks or property damage) that occurred at the block party: _____

Signature of CSO: _____

Date: _____

Signature of Water Department: _____

Date: _____



Block Party Petition: 2500 S. 57th Ave. August 26th

messages

Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Wed, Aug 2, 2023 at 1:18 PM

to: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>

cc: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>, Melissa Vilumis <mvilumis@thetownofcicero.com>

Good afternoon Superintendent Boyle,

Can you please provide a recommendation for the block party petition above.

Thank you,

--

Lupita Diaz Donato

Town of Cicero

Clerk's Office

(708) 656-3600 Ext. 272



BlockPartyPermit_2500_57th_Ave_8.8.23.pdf

1426K

Thomas Boyle <tboyle@thetownofcicero.com>

Wed, Aug 2, 2023 at 4:18 PM

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

No issues

Thomas P. Boyle

Superintendent of Police

Cicero Police Department

4901 West Cermak Rd.

Cicero, IL 60804

708-656-3600 Ext # 370

FBINA- 195th Session



SPI-CODC- 12th Session

NUTI-EMP - 14th Session

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[Quoted text hidden]

Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Thu, Aug 3, 2023 at 10:07 AM

to: Thomas Boyle <tboyle@thetownofcicero.com>

35

Thank you!

[Quoted text hidden]

FILE NO _____

AGENDA # _____

Roll Call
BOARD OF TRUSTEES
Town of Cicero
Cicero, IL 60804

Subject: Block Party Permit Date: August 8, 2023
1300 Block 59th Ave
Sunday, August 20, 2023

	MOTION BY	AYES	NAYS	PASS
Cava	_____	_____	_____	_____
Cundari	_____	_____	_____	_____
Garcia	_____	_____	_____	_____
Porod	_____	_____	_____	_____
Reitz	_____	_____	_____	_____
Vargas	_____	_____	_____	_____
Virruso	_____	_____	_____	_____
Pres Dominick	_____	_____	_____	_____

ACTION TAKEN:

Accepted & Placed on File _____
_____ Approved _____
Agreement Approved _____
Appointment Approved _____
Approved for Payment _____
Bidding Waived _____
Bidding Closed &
Opened _____
Award Lowest Responsible
Bidder _____

Concur with
Recommendation _____
Permission Granted _____
Permission Denied _____
Resolution Adopted _____
Ordinance Passed _____
Defer Action until _____
due to _____

Refer to Bldg _____
License _____
Legal _____
Public Wks _____
Traffic _____
Committee _____
Report Back to Bd _____

OTHER: _____

COPIES TO: _____

FILE UNDER:

CICERO BLOCK PARTY APPLICATION/PETITION

PREFERRED DATE FOR THE BLOCK PARTY: August 20th 2023
BACK UP DATES FOR THE BLOCK PARTY: _____

BACK UP DATES FOR THE BLOCK PARTY:

ORGANIZER'S NAME: Araceli Albiter

AGE: 45

(must be at least 21 years old)

TELEPHONE NUMBER:

ADDRESS:

ENTERTAINMENT: (circle one) Band / DJ

~~RADIO~~

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

WE, THE RESIDENTS OF THE 13th BLOCK OF 59 Ave REQUEST THE
TOWN OF CICERO TO ISSUE A PERMIT TO HOLD A BLOCK PARTY ON 8/20/2023
FROM 12:00 P.M. (NOON) TO 7:00 P.M.
(75% of the households to be invited)

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

<u>ADDRESS</u> (list every address on the block in numerical order)	TELEPHONE NUMBER OF THE HOUSEHOLD	SIGNATURE OF ONE RESIDENT OF THE HOUSEHOLD	DO YOU WANT A BLOCK PARTY ON THE ABOVE DATE? (Mark yes, no, not home or vacant house)
			yes
			yes
			yes
			yes
			yes
			yes
			YES 208 932
			yes
			yes
			yes
			yes
			Vacant House
			Vacant House
			yes
			yes

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

Organizer's Signature: Araceli Albiter

Date: 8-2-2023

WE, THE RESIDENTS OF THE 13th BLOCK OF 59th Ave REQUEST THE TOWN OF CICERO TO ISSUE
A PERMIT TO HOLD A BLOCK PARTY ON 8/20/13 FROM 12:00 PM (NOON) TO 7:00 PM.

ADDRESS (LIST EVERY ADDRESS ON THE BLOCK IN NUMERICAL ORDER)	TELEPHONE NUMBER OF THE HOUSEHOLD	SIGNATURE OF ONE RESIDENT OF THE HOUSEHOLD	DO YOU WANT A PARTY ON THE ABOVE DAY? (MARK YES, NO, NOT HOME OR VACANT HOUSE)																
[REDACTED]			YES																
			Si																
			Mark [unclear]																
			YES																
			YES																
			YES																
			Si																
			Si																
			Si																
			Si																
[REDACTED]			Si																
			Si																
			Si																
			Yes																
			yes																
			<p>Town of Cicero 4949 West Cermak Road Cicero, IL 60804 (708) 656-3600</p> <p>8/03/2023 Receipt: 012669406 9:01:59 Cashier: JM</p> <p>Received From: ARACELI ALBITER</p> <p>** REPRINT **</p> <table> <tr> <td>PASSPORT FEES</td> <td>250.00</td> </tr> <tr> <td>100 11-43051</td> <td></td> </tr> <tr> <td>ARACELI ALBITER</td> <td></td> </tr> <tr> <td>BLK PARTY 1300 BLK 59AV</td> <td></td> </tr> </table> <table> <tr> <td>Receipt Total . . .</td> <td>250.00</td> </tr> <tr> <td>Amount Tendered . . .</td> <td>250.00</td> </tr> <tr> <td>Change</td> <td>.00</td> </tr> </table> <p>Payment Received: Cash . . . 250.00</p>			PASSPORT FEES	250.00	100 11-43051		ARACELI ALBITER		BLK PARTY 1300 BLK 59AV		Receipt Total . . .	250.00	Amount Tendered . . .	250.00	Change00
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			BLK PARTY 1300 BLK 59AV																
Receipt Total . . .	250.00																		
Amount Tendered . . .	250.00																		
Change00																		
38																			

CICERO BLOCK PARTY CHECKLIST

(To be Completed by the Community Service Officer Assigned to the Block Party)

DATE AND TIME OF BLOCK PARTY: _____

LOCATION OF THE BLOCK PARTY: _____

ORGANIZER'S NAME: _____ TELEPHONE NUMBER: _____

ADDRESS: _____

COMMUNITY SERVICE OFFICER ASSIGNED: _____

Requirement

Completed

	Yes/No	Time
Were temporary barricades removed from the roadway?		
Were temporary "No Parking" signs and street closure signs taken down/removed?		
Was trash picked up and thrown in proper receptacles?		
Was food disposed of or brought inside someone's residence?		
Were all alcoholic beverages properly disposed of or brought inside someone's residence?		
Were flyers and decorations removed?		
Were all tents, tables, chairs, grills, coolers and similar items removed from public property?		
Were all games, activities and music equipment removed from public property?		
Was the property generally cleaned up?		
Was the property restored to its previous condition?		

Additional Information

YES

NO

Did the block party end by 7:00 p.m.?
If not, describe the reasons why _____

Did the organizer and participants comply with your requests?
If not, describe the circumstances _____

List any issues (including, without limitation, criminal activity, fights, noise complaints, use of fireworks or property damage) that occurred at the block party: _____

Signature of CSO: _____

Signature of Water Department: _____

Date: _____

Date: _____



LARRY DOMINICK
Town President

TOWN OF CICERO
4949 WEST CERMAK • CICERO, ILLINOIS 60804
708.656.3600 • FAX 708.656.5801

BLOCK PARTY

HOLD HARMLESS AGREEMENT

Name of Organization or Resident:

Araceli Albiter

Address:

[REDACTED]

Date of Block Party:

8/20/23

Day of Week:

Sunday

The block party applicant and guests of the block party shall defend, indemnify, protect and hold harmless the Town of Cicero and its employees and agents from all claims for death, personal injury or property damage, including claims against the Town of Cicero, its agents or employees, and all losses and expenses, including attorney fees and related fees that may be incurred by the Town of Cicero defending such claims, arising out of or resulting from the requested block party.

Araceli Albiter

Signature of Resident or person representing the Organization

Date: 8/1/2023 2023



Block Party Petition: 1300 S. 59th Ave August 20th

messages


Lupita Diaz-Donato <ldonato@thetownofcicero.com> Thu, Aug 3, 2023 at 10:13 AM
to: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Jessica Jaramillo
jjaramillo@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>, Melissa Vilumis
mvilumis@thetownofcicero.com>

Good morning Superintendent Boyle,

Can you please provide a recommendation for the block party petition above.

Thank you,
Lupita

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

 **BlockPartyPermit_1300_59th_Ave_8.8.23.pdf**
1735K

tboyle@thetownofcicero.com <tboyle@thetownofcicero.com> Thu, Aug 3, 2023 at 1:24 PM
to: Lupita Diaz-Donato <ldonato@thetownofcicero.com>

The police department has objections to this black party p permit being granted. The area is known for gang activity and violent crime over the past several years to include 11 shooting incidents within a one block radius within the last three years.

Based on a public safety concern, we are recommending that it not be granted.

Respectfully

Sent from my iPhone

> On Aug 3, 2023, at 10:13 AM, Lupita Diaz-Donato <ldonato@thetownofcicero.com> wrote:
>

[Quoted text hidden]

> <BlockPartyPermit_1300_59th_Ave_8.8.23.pdf>



Forward: Block Party Info

messages

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

Tue, Aug 1, 2023 at 7:34 AM

Good morning Lupita-Please reply to this resident with the availability dates and block party process.

Thank you.

----- Forwarded message -----

From: **Andres Leyva** <[REDACTED]>
Date: Mon, Jul 31, 2023 at 11:30 PM
Subject: Block Party Info
To: <marias@thetownofcicero.com>

Hello Maria,

I had a question regarding block party permits. Are you guys allowing block parties for 2023 year?

If so, I was wondering what dates are available. I know there's an application that needs to be filled out and a \$250.00 fee.

Thank you for your time, and attention to this email.

--

Maria A. Punzo-Arias
Town Clerk

TOWN OF CICERO

4949 W. Cermak Road
Cicero, IL 60804
Office: (708) 656-3600, Ext. 200
Fax: (708) 656-5801
Email: marias@thetownofcicero.com
Web: www.thetownofcicero.com

THIS IS A CONFIDENTIAL COMMUNICATION: The preceding e-mail message contains information that is confidential. It is intended to be conveyed only to the designated recipient(s). Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege. If you are not an intended recipient of this message, please notify the sender at 708-656-3600 Ext 272. The unauthorized use, dissemination, distribution or reproduction of this message is strictly prohibited. Unless expressly stated in this email, nothing in this message should be construed as a digital or electronic signature

Maria Arias <marias@thetownofcicero.com>
To: Lupita Diaz-Donato <ldonato@thetownofcicero.com>, [REDACTED]

Tue, Aug 1, 2023 at 7:41 AM

Hello Mr. Leyva-

Thank you for reaching out to us!

application form/petitions that you will be required to submit along with the \$250.00 fee as soon as possible.

Good luck and let me know if you have any questions or concerns.

Best regards,

Maria
[Quoted text hidden]

Lupita Diaz-Donato <ldonato@thetownofcicero.com>
o: Maria Arias <marias@thetownofcicero.com>
c: [REDACTED]

Tue, Aug 1, 2023 at 10:44 AM

Good morning Mr. Leyva,

Thank you for reaching out to us regarding your block party inquiries. Below we are attaching a blank Block Party Application Form for your review.


Once completed, block party applications must be returned to the Clerk's Office in the Town Hall. A non-refundable \$250.00 (cash, certified check, or money order) must be submitted with application. Block parties are only permitted on Saturdays and Sundays from the hours of 12:00 PM to 7:00 PM. Our Clerk Office hours are Monday-Thursday from 8:00 AM - 8:00 PM.

These are the remaining block party dates available for this year:

Sunday August 13th & 20th (application must be turned in by 8/3 to be considered)
Sunday August 27 (application must be turned in by 8/17 to be considered)

Please let us know if you have any further questions or concerns.

Sincerely,
Lupita
[Quoted text hidden]

 **BlockPartyPetition_Blank.pdf**
1403K

Andres Leyva [REDACTED]
o: Lupita Diaz-Donato <ldonato@thetownofcicero.com>
c: Maria Arias <marias@thetownofcicero.com>

Tue, Aug 1, 2023 at 10:39 PM

Great, thank you so much for the info!

As of 8/1 so far we have gathered 32 signatures on the petition . Would you advice obtaining more signatures?

Also, does the organizer have to be present when the application is complete, along with the payment? The organizer will be at work at the time of payment and application/petition drop off since it was such short notice on our end.... we'd hate to miss out on this date.

Lastly, If the application is turned in on 8/3 by mid morning (10a-12p) is that still considered?

Please let me know.

Thanks,

-Andres Leyva
[Quoted text hidden]

Maria Arias <marias@thetownofcicero.com>
o: Andres Leyva [REDACTED]
c: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Wed, Aug 2, 2023 at 9:24 AM

Hello Andres-

43

As long as you obtained one signature from each house on the block will work.

number along with your contact information, our office is open until 8:00 PM today; NOTE: we need everything to be turned in no later than tomorrow morning before 10:00 AM to be added to the upcoming agenda and that's cutting it short!

Good luck!

Maria
[Quoted text hidden]

Andres Leyva [REDACTED] Wed, Aug 2, 2023 at 9:06 PM
o: Maria Arias <marias@thetownofcicero.com>
c: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Thank you soo much for the quick response. I will be dropping off the application Along with the fee first thing tomorrow morning. fingers crossed you guys grant us the permit!

THANKS!

-Andres Leyva
[Quoted text hidden]

Maria Arias <marias@thetownofcicero.com> Thu, Aug 3, 2023 at 1:32 PM
o: [REDACTED]
c: Lupita Diaz-Donato <ldonato@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Hello Andres -

Hope this email finds you well. We still have not received your application for your block party request!

Quick question, what is the address of the block party request for?

We did receive one for 1300 S. 59th Avenue for August 20th this morning, is this yours?

We need to hear from you as soon as possible, thank you.

Maria
[Quoted text hidden]

Andres Leyva [REDACTED] Thu, Aug 3, 2023 at 1:36 PM
o: Maria Arias <marias@thetownofcicero.com>
c: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Hello Maria, that is correct it's on 13th and 59th ave.. I was there this morning at 9am. Please see pic below...

I was there an issue?

Town of Cicero
4949 West Cermak Road
Cicero, IL 60804
(708)656-3600

8/03/2023
9:00:15

Receipt: 012669406
Cashier: JM

Received From: ARACELI ALBITER

PASSPORT FEES	250.00
100-11-43051	
ARACELI ALBITER	
BLK PARTY 1300 BLK 59AV	

Receipt Total . :	250.00
Amount Tendered :	250.00
Change :	.00

Payment Received: Cash :	250.00
--------------------------	--------

Maria Arias <marias@thetownofcicero.com>

Thu, Aug 3, 2023 at 1:40 PM

o: Andres Leyva [REDACTED]

c: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Okay Andres, just wanted to make sure.

We were also informed that per the recommendation of the Police Department due to recent crime in that area, their recommendation will be to deny this request.

Please note that it will still be placed on the board agenda for board consideration, however, I highly doubt that the board will go against the police recommendation.

We will keep you posted!

Thank you for working with us on this matter and please know that in the event that it's denied we will issue the reimbursement check before August 24th.

Respectfully submitted,

Maria

[Quoted text hidden]

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CHAPTER 2, DIVISION 16 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO TO ESTABLISH THE STORMWATER ADVISORY BOARD 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 ensuring the health and safety of individuals visiting, residing in, and working in the Town; and

WHEREAS, the Town and nearby communities experienced severe flooding as a result of recent storms; and

WHEREAS, the Village of Oak Park, the City of Berwyn, and the City of Chicago all utilize the Town’s infrastructure for stormwater runoff during flooding events, which exacerbates the Town’s flooding issues; and

WHEREAS, the unregulated and unreasonable flow of stormwater from other communities creates extreme demands on the Town's infrastructure and resources, and is a burden to the Town and its residents; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to study the flow of stormwater and recommend short-term and long-term solutions for the benefit of the Town and its residents; and

WHEREAS, to accomplish these goals, the Corporate Authorities hereby create the Stormwater Advisory Board and have determined that The Code of Ordinances of the Town of Cicero, Illinois (the "Town Code") should be amended to provide for the Stormwater Advisory Board; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town and its residents to adopt Chapter 2, Article V, Division 16 of the Town Code to establish the Stormwater Advisory Board as set forth herein;

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

ARTICLE I. IN GENERAL

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to adopt Chapter 2, Article V, Division 16 of the Town Code to establish the Stormwater Advisory Board to study the flow of stormwater and recommend short-term and long-term solutions for the benefit of the Town, and to authorize the President to take any and all action necessary to effectuate the intent of this Ordinance.

ARTICLE II. ADOPTION OF CHAPTER 2, ARTICLE V, DIVISION 16 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS

Section 3.00 Adoption of Chapter 2, Article V, Division 16 of the Town Code.

The Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by adopting Chapter 2, Article V, Division 16, which Division shall read as follows:

DIVISION 16. – STORMWATER ADVISORY BOARD

Sec. 2-860.4 – Stormwater Advisory Board.

(a) Created. There is hereby created the Stormwater Advisory Board. The Stormwater Advisory Board shall consist of the Director of the Water Department serving as chair, and four Town residents.

(b) Compensation and Meeting Space. The members of the Stormwater Advisory Board shall serve without compensation or health insurance, retirement or any other benefits. The Town shall provide the Stormwater Advisory Board with meeting space, supplies and equipment as may be suitable for the operation of the Stormwater Advisory Board.

(c) Powers and Duties of the Stormwater Advisory Board. The purpose of the Stormwater Advisory Board is to study the stormwater flow within the Town and provide non-binding recommendations to the Town President and Board of Trustees concerning potential short-term and long-term solutions and improvements regarding such stormwater management. The Stormwater Advisory Board shall conduct meetings as deemed necessary with Town officials,

residents, members of the community and/or such other persons as may be necessary to gather information regarding stormwater management. Members of the Stormwater Advisory Board shall perform such other duties as may be provided for in this Code or by the Town President and/or the Board of Trustees.

Section 3.02 Other Actions Authorized.

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

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SIGN VARIANCE FOR THE PROPERTY
COMMONLY KNOWN AS 2217 SOUTH CICERO AVENUE, CICERO, ILLINOIS**

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

Date of Publication: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SIGN VARIANCE FOR THE PROPERTY
COMMONLY KNOWN AS 2217 SOUTH CICERO AVENUE, CICERO, ILLINOIS**

WHEREAS, the property located at 2217 South Cicero Avenue, Cicero, Illinois (the “Property”), is located in the Business Destination Zoning District (“B-D”) in the Town of Cicero (the “Town”); and

WHEREAS, Take 5 Oil Change (the “Applicant”) sought a sign variance to add additional wall signs on the rear side of the building and either the north or south sides on the Property, but not both, (the “Zoning Relief”); and

WHEREAS, the Unified Development Code of 2023 (the “UDC”) restricts the number, location, and size of wall signs; and

WHEREAS, in light of the above, the Applicant submitted an application to the Planning and Zoning Commission (“PZC”) seeking the Zoning Relief at the Property; and

WHEREAS, the Town’s PZC held a public hearing, pursuant to proper notice, on the Applicant’s request for the Zoning Relief; and

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

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

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

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

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

Section 2. Grant of the Zoning Relief; Term. The Findings and Recommendation is hereby adopted. The Town Board concurs with the Findings and Recommendation and, in accordance with the findings and conclusions stated therein, hereby grants the Zoning Relief subject to the conditions set forth in the Findings and Recommendation. The term of the Zoning Relief shall be until the Applicant transfers, leases or otherwise assigns its interest in the Property, and upon the occurrence of any of those transactions, the Zoning Relief granted hereunder shall terminate.

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

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

Passed this _____ day of _____, 2023.

Larry Dominick, President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage:

Date of Publication:

EXHIBIT A

FINDINGS AND RECOMMENDATION



FINDINGS OF FACT AND RECOMMENDATION

RE: 2217 South Cicero Avenue (the “Subject Property”)

GRANT OF A SIGN VARIANCE

On July 12, 2023, the Planning and Zoning Commission (“PZC”) of the Town of Cicero (the “Town”) recommended granting a certain sign variance for the Subject Property, based on the following:

1. The Subject Property is located in the B-D zoning district in the Town; and
2. Take 5 Oil Change (the “Applicant”) submitted an application to the PZC seeking a sign variance to allow for the installation of three (3) additional wall signs on the rear side of the building, the north side and the south side of the building (collectively, the “Zoning Relief”) in connection with the operation of an oil change center at the Subject Property (the “Proposed Use”); and
3. The Unified Development Code (the “UDC”) provides that side wall signs will only be allowed on buildings located on a street corner, on a side that is adjacent to a street, unless a variance is granted by the Town; and
4. In accordance with the Illinois Compiled Statutes and the UDC, notice of a public hearing regarding the requested Zoning Relief (the “Hearing”) was published in one or more newspapers published in the Town; and
5. At the Hearing, the Mr. Frank Lambert for the Applicant presented credible evidence demonstrating that: (a) the Applicant’s plans and drawings indicate that the Applicant seeks to add three (3) additional wall signs at Subject Property; (b) the sign on the rear of the Subject Property is instructional for customers and is not advertising; (c) the Applicant will comply with all requirements of the Town’s Code of Ordinances (the “Town Code”) related to the erection of the signs; and (d) all signs shall be erected consistent with the exhibits and plans presented to the PZC; and
6. During the Hearing, after inquiry by Town staff, the Applicant agreed to add only one (1) additional advertising wall sign on either the north or south side of the building on the Subject Property as well as the instructional sign on the rear of the building (the “Revised Zoning Relief”); and
7. In light of the above, the PZC found that granting the Revised Zoning Relief would not: (a) endanger the public health, safety, morals, comfort, or general welfare of the neighborhood; (b) harm the use or enjoyment of property in the immediate vicinity or damage neighboring property values; (c) impede upon the normal and orderly development and improvement of surrounding property; or (d) alter the essential character of the area.

CONCLUSION; CONDITIONS

The Applicant provided evidence that the requested Revised Zoning Relief would comply with the requirements set forth in the UDC. The Proposed Use will not alter the essential character of the area nor negatively impact neighboring property values. Based on the foregoing, the PZC recommends granting the Revised Zoning Relief on the condition that the Applicant will substantially comply with the plans and exhibits presented to the PZC, that the Applicant may install only one (1) additional advertising wall sign on either the north or south side of the building at its election, that the Applicant shall comply with the requirements of the Town Code and the UDC, and that any variation from the plan or exhibits presented must be approved by Town staff.

Jessica Jaramillo, Chair

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH FRANK NOVOTNY & ASSOCIATES, INC. REGARDING A STORMWATER MASTER PLAN FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to commission a Town wide Stormwater Master Plan (the “Plan”) and to identify storm and water flood control project improvements and other strategies for a multi-year storm and flood water control program; and

WHEREAS, the Town recognizes the need for a third party to perform certain engineering services in connection with the Plan (the “Services”); and

WHEREAS, Frank Novotny and Associates, Inc. (“Novotny”) is the Town Engineer and has provided engineering services for similar projects to the Town in the past; and

WHEREAS, Novotny has provided the Corporate Authorities with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth such terms, covenants, and conditions under which Novotny will provide the Services to the Town; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, and general welfare for the Town to approve, enter into, and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

MEMO

To: Town of Cicero
4949 W Cermak Road
Cicero, IL 60804

Attn: President & Board of Trustees

From: Tim Geary, P.E., Town Engineer

CC: Maria Punzo-Arias, Clerk, Lido Manetti, Water Dept. Director, Mike Del Galdo, Town Attorney,
#23301

Date: 7/31/2023

Re: Town of Cicero - Stormwater Master Plan

President & Board of Trustees:

To initiate the Town's comprehensive flood control and prevention plan, we have recommended that Town commissions a Town wide Stormwater Master Plan study to identify storm water and flood control project improvements, and other strategies, for a multi-year storm water and flood control improvement program. The completed Stormwater Master Plan will provide a roadmap for stormwater and flood control project planning and future project funding coordination.

Therefore, I have attached an engineering agreement for the preparation of Town of Cicero Stormwater Master Plan for your review and approval. Novotny Engineering will partner with Engineering Resources Associates (ERA) to complete the Stormwater Master Plan. ERA has extensive regional stormwater master planning experience completing stormwater master plans for dozens of Chicago area municipalities as well as for the MWRDGC. The proposed engineering agreement also includes fees to present the Stormwater Master Plan findings at a public meeting as approved by the Town of Cicero.

If this Professional Services Agreement meets your approval, please execute two (2) copies of the agreement as indicated.

Please contact me if you should need any additional information regarding this proposed project.

Thank you,



Tim Geary, PE
Town Engineer

OWNER:	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING SERVICES FOR PREPARATION OF A STORMWATER MASTER PLAN	C O N S U L T A N T	ENGINEER: Frank Novotny & Associates, Inc. D/B/A Novonty Engineering
Town of Cicero				
Address: 4949 W Cermak Road				Address: 545 Plainfield Road, Suite A
City: Cicero				City: Willowbrook
Project No.: 23301				State: IL Zip: 60527

THIS AGREEMENT, made and entered into this _____ day of August, 2023, by and between **Frank Novotny & Associates , Inc. D/B/A Novotny Engineering** whose address is 545 Plainfield Road, Suite A, Willowbrook, IL 60527 hereinafter called "**NOVOTNY**", and the **Town of Cicero** and hereinafter called "**CICERO**" covers certain professional engineering services, in connection with the preparation of the of a **Town of Cicero Stormwater Master Plan** hereinafter called "**PLAN**"

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

NOVOTNY AGREES,

I. Stormwater Master Plan – Scope of Services: NOVOTNY will partner with Engineering Resources Associates herein called "ERA" to complete the PLAN. The Scope of Services to be provided shall be as detailed in the attached **Exhibit "A" – ERA Proposal 7/25/2023**. NOVOTNY will act as the lead contact for CICERO and will provide engineering assistance to ERA to complete the PLAN.

II. To attend meetings to be held at the request of CICERO in addition to normal project visits.

III. That basic notes and sketches, charts, computations, and other data prepared or obtained by NOVOTNY pursuant to this Agreement, will be made available, upon request, to CICERO without cost and without restriction or limitation as to their use.

IV. In the event information provided are found to be in error during the PROJECT due to the negligence or willful misconduct of NOVOTNY, and revisions or corrections are necessary,

NOVONTY agrees that he will perform such work without expense to CICERO even though final payment has been received.

V. NOVONTY will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. NOVONTY shall name CICERO as "Additional Insured" on NOVONTY's General Liability policy.

CICERO AGREES,

I. To pay Novotny as compensation for all services performed as stipulated in Paragraphs I, II, III, IV, & V of "NOVONTY AGREES" section in accordance with the following:

- a. A lump sum fee of \$95,240.00 (plus a 2% service fee) for completion of the PLAN as prepared by ERA.
- b. For any additional engineering work performed not included in the Exhibit "A" – ERA Proposal 7/25/2023 a sum of money based on the hourly rates stipulated in the above Exhibit "A". All additional engineering work required will be performed only as approved by CICERO.
- c. A sum of money based on the hourly rates stipulated below for NOVONTY personnel assigned to this project as payment in full to Novotny for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security, and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed:

<u>Grade Classification of Employee</u>	<u>Hourly Rate Range</u>
Principal	\$160.00 - \$180.00
Associate Principal	\$155.00 - \$170.00
Senior Project Engineer	\$145.00 - \$165.00
Project Manager	\$125.00 - \$145.00
Staff Engineer	\$ 90.00 - \$125.00
Senior Technician	\$ 90.00 - \$140.00
CAD Technician	\$100.00 - \$125.00
GIS Technician	\$ 80.00 - \$100.00
Engineering Intern II	\$ 45.00 - \$ 65.00
Engineering Intern I	\$ 40.00 - \$ 60.00

If NOVONTY is required to work overtime hours, the billable rate charged for all employee grade classifications performing overtime work, except Principals, shall be increased by twenty-five percent (25%).

The NOVONTY hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2023. In event the services of NOVONTY extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of NOVONTY that are in effect at that time.

IV. That payments due Novotny for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed.

V. That, should the improvement be abandoned at any time after NOVOTNY has performed any part of the services provided for in Paragraphs I - V of "NOVOTNY AGREES" section, and prior to the completion of such services, Cicero shall reimburse Novotny an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Novotny bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of Novotny under this Agreement.

IT IS MUTUALLY AGREED,

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by CICERO upon giving notice in writing to NOVOTNY at his last known post office address. Upon such termination, NOVOTNY shall cause to be delivered to CICERO all documents, partial and completed data with the understanding that all such material becomes the property of CICERO. CICERO acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated NOVOTNY shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by NOVOTNY bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of NOVOTNY under this Agreement

EXECUTED BY CICERO, this _____ day of _____, 2023.

Owner:

Address:

By: _____

Printed
Name/Title: Larry Dominick, President

ATTEST:

By: _____

Printed
Name/Title: Maria Punzo-Arias, Clerk

EXECUTED BY NOVOTNY, this _____ of _____, 2023.

**FRANK NOVOTNY & ASSOCIATES, INC
D/B/A NOVOTNY ENGINEERING
545 PLAINFIELD ROAD, SUITE A
WILLOWBROOK, IL 60527**

By: _____

Printed
Name/Title: Timothy P. Geary, President

ATTEST:

By: _____

Printed
Name/Title: John E. Fitzgerald, Vice President



EXHIBIT "A" - ERA PROPOSAL 7/25/23

ENGINEERS | SCIENTISTS | SURVEYORS

Sent via email to tgeary@novotnyengineering.com

July 25, 2023

Mr. Tim Geary
Novotny Engineering
545 Plainfield Road, Suite A
Willowbrook, Illinois 60527

Subject: Proposal for Civil Engineering Services
Town of Cicero Stormwater Master Plan

Dear Mr. Geary:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for civil engineering services for the Town of Cicero Stormwater Master Plan. The proposal is based upon your request for proposal, our knowledge of the project, and our experience working with the Novotny Engineering and the Town of Cicero on similar projects.

Project Understanding

The Town of Cicero desires to complete a town wide Master Plan starting in August 2023. The desired plan will serve as a roadmap to future hydrologic/hydraulic analyses needs, design needs, and construction projects. The plan will be a big picture overview of the Town's stormwater vulnerabilities and potential improvements. Detailed hydrologic/hydraulic calculations and modeling analyses are not anticipated. ERA will use topographic maps, utility atlases, field visits to identify flood prone areas and identify potential improvements. The plan will identify funding needs and strategies to improve stormwater for the next 10-20 years.

Scope of Services

ERA will provide civil engineering and GIS mapping services in accordance with the following work plan:

- 1. Meetings/Coordination/Public Outreach** – We recommend that the team meet on a monthly basis (anticipated 6 meetings). We find this ensures the project moves along as planned and allows information and ideas to be shared regularly. ERA will take notes, submit meeting minutes and document action items within 48-hours of the meeting. In addition, we are proposing a public meeting to present findings. We have included 2 meetings with MWRD and/or adjacent communities to discuss shared issues and potential solutions.
- 2. Service Area Delineation** – ERA will break the Town down into watersheds, sub-watersheds and sewer-

WARRENVILLE
3s701 West Avenue, Suite 150
Warrenville, IL 60555
P 630.393.3060

CHICAGO
10 South Riverside Plaza, Suite 875
Chicago, IL 60606
P 312.474.7841

CHAMPAIGN
2416 Galen Drive
Champaign, IL 61821
P 217.351.6268

sheds. This task will isolate potential flood problems and improvements within stormwater basins. Breaking the Town into manageable pieces will help prioritize identified improvements throughout the Town.

- 3. Information Gathering** – Documentation of existing stormwater problems is founded on a comprehensive effort to collect background data and resources. We implement a data tracking record for most of our master plans to document all the data and resources requested and collected making up the basis of the study. This record will be shared with Novotny Engineering throughout the project. Typically, we look for useful information such as: past studies, flooding reports, flood damage surveys, resident and Town staff documentation/interviews, GIS data (topo, utilities, etc.), subdivision plans, detention basin as-builts, etc. Collected data will be put into GIS to produce existing conditions exhibits. We will reach out to MWRD and surrounding communities that contribute flow through the Town of Cicero.
- 4. Review and Summary of Historical Documentation** – ERA will review historical documentation and become familiar with the Town's stormwater management assets and program. This task includes the following:
 - a. Review of past drainage studies/improvements and associated modeling to determine what can be used as part of the masterplan. This task will help reduce potential redundancy and allow the project team to direct resources to other areas of the plan.
 - b. Review the past 10-years of stormwater projects and document the accomplishments, setbacks, and continued challenges. It is anticipated that accomplishments will be project specific with funding allocations and quantified benefits. Set-backs will be specific and attempt to quantify the detriment to environmental and/or regulatory standards.
- 5. Inventory of Watersheds/Sub-Watersheds** – ERA will complete a comprehensive inventory of each watershed/sub-watershed/sewer shed to review assets, character, and opportunities that exist within each. The inventory will primarily use GIS information, field investigations, community plans, input from Town staff and stakeholders. The information gathered will be instrumental in determining future survey needs and modeling efforts within each individual watershed/sub-watershed or sewer shed. We will gather input from staff during this phase which will be a driving direction for proposed alternatives. It is anticipated that a level of service we hope to achieve throughout the Town will be determined as part of this task.
- 6. Identification of Future Sub-Watershed Tasks** – Once the Inventory task is completed the project team will have an intimate knowledge of each sub-watershed. This includes an understanding of flooding problems, stormwater infrastructure, overland flow paths, local depressional areas, poor drainage areas, GIS data available, etc. This knowledge will allow the project team to provide Town staff with a detailed work plan as to how each sub-watershed and drainage system should be efficiently and effectively analyzed for future design projects. Most importantly it will identify the future level of survey and modeling efforts required.
- 7. H&H Analyses** – One of the goals of this plan is to identify future modeling needs. Detailed modeling is not anticipated in this master plan proposal. ERA will perform big picture hydrologic/hydraulic calculations to acquire a general understanding of flows and capacities of watershed features. This may include calculating flow rates to a trunk line using XPSWMM or using rational method or may include general Manning's capacity calculations to get an understanding of a pipes potential capacity. This will aid in our big picture recommendations.



- 8. Stormwater Maintenance and Operations Needs Assessment** – ERA will meet with Novotny Engineering and the Town to review the current operation and maintenance needs. Understanding the existing program in place will help develop an annual operation and maintenance plan and funding program which can be incorporated into the capital improvement program.
- 9. Funding Assessment** – ERA will include costs from the Stormwater Maintenance and Operations Needs Assessment and recommended capital improvement projects into our funding assessment. This task includes identification and recommendations for outside grant funding. We will create a funding matrix to determine which funding source is applicable for which projects and summarize each fund's application cycle and typical requirements including local match requirements.
- 10. 10-20 Year Capital Improvement Program Development** – ERA will develop planning level Engineer's Opinion of Probable Costs (EOPC) for potential improvements. The EOPC can be developed in today's dollars and adjusted for inflation based on implementation schedule. The EOPC will be based on current unit prices available from recent and local bids for projects similar in size as well as utilizing IDOT bid tabs for similar pay items and project size. The EOPC will also include anticipated design, permitting, construction engineering, contingency, operation and maintenance costs, etc. The projects will be ranked using a simple cost/benefit ratio and recommended for implementation in 5-year increments.
- 11. Exhibits** – The ERA team will develop exhibits to communicate the plan to stakeholders. It is anticipated that exhibits will be done in GIS and are anticipated to include the following: Watershed Areas, Sub-Watershed Areas, Depressional Areas, Existing Conditions Flood Limits, Conceptual Improvements, Overflow Paths, Sewer Sizes and Routings, etc.
- 12. Report** – The ERA team will submit draft reports at the 60%, 90%, and 100% completion levels. The reports will utilize exhibits, conceptual plans, tables and charts to speak to the reader rather than a long narrative. We will provide 2 colored copies of draft reports and 5 colored copies of the final report. We will provide an electronic copy of each submittal.

Schedule

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

Fees

The cost associated with the services included in this proposal will be Phased Fixed Fee according to the included Cost Estimate for Consultant Services.

Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Any unpaid ERA invoices over 30 days old must be paid in full prior to our release of the project's final deliverable. "Pay at pick up" for final deliverable may apply.



Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached schedule of hourly rates (Exhibit 2).

Please send payment(s) to:

3s701 West Ave., Suite #150, Warrenville IL 60555

Credit Card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below (Exhibit 1) and return one (1) copy for our files. Receipt of executed proposal will serve as authorization to proceed with the project to the full extent of the contract. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this proposal for civil engineering and GIS mapping services.

If you have any questions, please contact me at 630-393-3060 x1031 or mmichalisko@eraconsultants.com

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE

Marty Michalisko, PE, CFM

MJM
Attachments
Enclosure



Exhibit 1

Acceptance & Authorization Form – July 25, 2023 Proposal
Town of Cicero Stormwater Master Plan

Engineering Resource Associates, Inc.

Town of Cicero

Authorized Signature
Marty Michalisko, PE, CFM
Printed Name and Title3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f**Authorized Signature**
Tim Geary, PE, President
Printed Name and Title**Date****Please Provide Contact Information:****Mailing Address:**
(please provide street address for UPS deliveries)

Novotny Engineering

545 Plainfield Road Suite A

Willowbrook, IL 60527

Telephone & Facsimile Numbers:

630-887-8640 O 630-878-1821 M (No Fax #)

Email Address:

tgeary@novotnyengineering.com

INVOICES should be sent via:

Email ☒ USPS Mail ☐ Email & USPS Mail ☐If different than above address,
invoices should be addressed to:**Attn:****Invoice Email Address (if different than above):**

None

Note any billing procedures/forms:

M:\Proposals and Agreements\Architects & Consultants\Novotny & Assoc\2023 Cicero Master Plan Proposal



Exhibit 2

Engineering Resource Associates, Inc.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer VI	\$215.00
Professional Engineer V	\$200.00
Professional Engineer IV	\$195.00
Professional Engineer III	\$160.00
Professional Engineer II	\$140.00
Professional Engineer I	\$120.00
Structural Engineer VI	\$250.00
Structural Engineer III	\$200.00
Structural Engineer II	\$160.00
Staff Engineer III	\$130.00
Staff Engineer II	\$105.00
Staff Engineer I	\$100.00
Engineering Intern III	\$80.00
Engineering Intern II	\$60.00
Engineering Intern I	\$52.00
Engineering Technician V	\$131.00
Engineering Technician IV	\$106.00
Engineering Technician III	\$96.00
Engineering Technician II	\$77.00
Engineering Technician I	\$69.00
Environmental Director	\$163.00
Environmental Specialist III	\$160.00
Environmental Specialist II	\$100.00
Environmental Specialist I	\$87.00
Professional Surveyor II	\$171.00
Professional Surveyor I	\$154.00
Surveyor IV	\$115.00
Surveyor III	\$106.00
Surveyor II	\$82.00
Surveyor I	\$62.00
GIS/Public Outreach	\$100.00
Administrative Director	\$157.00
Administrative Staff IV	\$117.00
Administrative Staff III	\$92.00
Administrative Staff II	\$83.00
Administrative Staff I	\$66.00

Direct Costs will be billed at their actual rate.



Engineering Resource Associates, Inc.**GENERAL TERMS AND CONDITIONS**

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its



agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities,



losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or



delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.
19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.



22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:
- Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.
26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous

materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



EXHIBIT F-1**COST ESTIMATE FOR CONSULTANT SERVICES**

ROUTE: _____

PROJECT: Cicero Stormwater Master Plan

CONSULTANT: Engineering Resource Associates, Inc.DATE: 07/25/2023

SECTION: _____

COUNTY: DuPage

JOB NO.: _____

OVERHEAD RATE: Overhead and Profit Included in Hourly Rates COMPLEXITY FACTOR: 0

ITEM	MANHOURS	FEE	OVERHEAD & FRINGE BENEFIT	IN-HOUSE DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1 Meetings/Coordination/Public Outreach	50	\$8,960.00	-		-		\$8,960.00	9.41%
2 Service Area Delineation	102	\$11,680.00	-		-		\$11,680.00	12.26%
3 Information Gathering	18	\$2,160.00	-		-		\$2,160.00	2.27%
4 Review and Summary of Historical Documentation	26	\$3,840.00	-		-		\$3,840.00	4.03%
5 Inventory of Watersheds/Sub-Watersheds	176	\$25,200.00	-		-		\$25,200.00	26.46%
6 Identification of Future Sub-Watershed Tasks	12	\$2,040.00	-		-		\$2,040.00	2.14%
7 H&H Analyses	36	\$5,200.00	-		-		\$5,200.00	5.46%
8 Stormwater Maintenance and Operations Needs Assessment	20	\$3,000.00	-		-		\$3,000.00	3.15%
9 Funding Assessment	14	\$2,120.00	-		-		\$2,120.00	2.23%
10 10-20 Year Capital Improvement Program Development	44	\$6,440.00	-				\$6,440.00	6.76%
11 Exhibits	96	\$11,200.00	-				\$11,200.00	11.76%
12 Report	88	\$12,600.00	-				\$12,600.00	13.23%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00	-				\$0.00	0.00%
	0	\$0.00					\$0.00	0.00%
	0	\$0.00					\$0.00	0.00%
	0	\$0.00					\$0.00	0.00%
Printing and Mileage				\$800.00			\$800.00	0.84%
TOTALS	682	\$94,440.00	-	\$800.00	-	\$0.00	\$95,240.00	100.00%

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.
 ROUTE: _____
 PROJECT: Cicero Stormwater Master Plan
 SECTION: _____
 COUNTY: DuPage
 JOB NO.: _____

DATE: 07/25/2023

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Funding Assessment			10-20 Year Capital Improvement Program			Exhibits			Report		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$215.00												
PROJECT MANAGER	\$200.00	2	14.3%	\$28.57	4	9.1%	\$18.18	4	4.2%	\$8.33	8	9.1%	\$18.18
SENIOR PROJECT ENGINEER	\$155.00	8	57.1%	\$88.57	24	54.5%	\$84.55	16	16.7%	\$25.83	40	45.5%	\$70.45
STRUCTURAL ENGINEER	\$200.00												
PROJECT ENGINEER	\$140.00												
DESIGN ENGINEER	\$120.00	4	28.6%	\$34.29	16	36.4%	\$43.64	16	16.7%	\$20.00	40	45.5%	\$54.55
ENVIRONMENTAL DIRECTOR	\$160.00												
SENIOR CAD TECHNICIAN	\$110.00												
GIS TECHNICIAN	\$100.00							60	62.5%	\$62.50			
PROFESSIONAL LAND SURVEYOR	\$155.00												
SURVEY CREW CHIEF	\$100.00												
TOTALS		14	100.0%	\$151.43	44	100.0%	\$146.36	96	100.0%	\$116.67	88	100.0%	\$143.18

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.
 ROUTE: _____
 PROJECT: Cicero Stormwater Master Plan
 SECTION: _____
 COUNTY: DuPage
 JOB NO.: _____

DATE: 07/25/2023

SHEET 1 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Meetings/Coordination/Pu blic Outreach			Service Area Delineation			Information Gathering			Review and Summary of Historical Documentation		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$215.00												
PROJECT MANAGER	\$200.00	30	60.0%	\$120.00	6	5.9%	\$11.76	2	11.1%	\$22.22	2	7.7%	\$15.38
SENIOR PROJECT ENGINEER	\$155.00	16	32.0%	\$49.60	16	15.7%	\$24.31				16	61.5%	\$95.38
STRUCTURAL ENGINEER	\$200.00												
PROJECT ENGINEER	\$140.00												
DESIGN ENGINEER	\$120.00	4	8.0%	\$9.60				8	44.4%	\$53.33	8	30.8%	\$36.92
ENVIRONMENTAL DIRECTOR	\$160.00												
SENIOR CAD TECHNICIAN	\$110.00												
GIS TECHNICIAN	\$100.00				80	78.4%	\$78.43	8	44.4%	\$44.44			
PROFESSIONAL LAND SURVEYOR	\$155.00												
SURVEY CREW CHIEF	\$100.00												
TOTALS		50	100.0%	\$179.20	102	100.0%	\$114.51	18	100.0%	\$120.00	26	100.0%	\$147.69

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING CERTAIN INVOICES FROM LEGACY FIRE APPARATUS FOR SERVICES PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, Legacy Fire Apparatus (“Legacy”) has provided the Town with certain invoices (the “Invoices”), copies of which are attached hereto and incorporated herein as Group Exhibit A, whereby Legacy provided certain maintenance and repair services to the Cicero Fire Department for Fire Truck #2 (the “Services”); and

WHEREAS, the Cicero Fire Department has recommended approval of payment of the Invoices for the Services; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

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

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 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


GROUP EXHIBIT A



**CICERO FIRE DEPARTMENT
TOWN OF CICERO
OFFICE OF THE FIRE CHIEF**

To: Maria Punzo-Arias – Town Clerk

From:


Jeffrey Penzkofer
Fire Chief
Cicero Fire Department

Date: 07/31/22

Subject: Legacy Fire Apparatus – Truck 2 repair bills for transmission and other various repairs

Clerk Punzo-Arias,

Attached are three (3) invoices, from Legacy Fire Apparatus – Shorewood, totaling \$39,755.25. These invoices represent necessary repairs that were needed to Cicero Fire Department apparatus Truck #2. The repairs that are detailed in the attached invoices were for major components of Truck #2 such as the transmission, engine control module, oil pan and steering components.

I am respectfully requesting that these invoices be submitted and approved for payment, by the Cicero Town Board, at the next Town of Cicero Board meeting. Please feel free to contact me if you have any questions or concerns. Thank you.

**Legacy Fire Apparatus-
Shorewood**

600 Earl Road
Shorewood, IL 60404
ben@legacyfireapparatus.com
630-388-9686



Invoice

INV-17944

Date

6/28/2023

Bill To
Cicero Fire Department
5303 West 25th Street
Cicero, IL 60804

Ship To
Cicero Fire
Department
5303 West 25th
Street
Cicero, IL 60804

Remit Payment To
Legacy Fire
Apparatus
600 Earl Road
Shorewood, IL
60404

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
SO-6017	Net 30	7/28/2023	John Miller		Zarbock, Alex	Truck 2

Item	Description	Quantity	Rate	Amount
------	-------------	----------	------	--------

Complaint: Replace transmission

Cause Customer request

Labor	Correction: Chassis / Chassis / Truck was towed into shop. Transmission oil was puking out of engine flywheel housing Drained transmission, removed exhaust down pipe connections. Removed both drive shafts and carrier bearing assembly. Removed fill tube. Removed wiring harness, removed transmission cooler lines. Removed connection to aerial pto connection. Removed flex plate bolts. Removed electrical connections, support rear of engine. Removed transmission found torque converter bolts failed, root cause. New transmission arrived. Dressed new transmission. Installed. Reinstalled all previously removed components, new hardware, new mounts - Completed: 6/27/2023	82.00000	\$150.00	\$12,300.00
Parts	Reman Transmission	1.00000	\$10,014.084	\$10,014.08
Parts	Dirty Core for Reman Transmission	-1.00000	\$5,664.00	-\$5,664.00
Parts	Inherent Core for Reman Transmission	1.00000	\$5,664.00	\$5,664.00
Parts	Exhaust Wrap	1.00000	\$111.4615	\$111.46
Parts	Oil Filter	1.00000	\$65.6705	\$65.67
Parts	Pressure Switch	1.00000	\$168.664	\$168.66
Parts	Dexron/ Mercon Automatic Transmission Fluid	40.00000	\$4.4975	\$179.90
			Subtotal	\$22,839.77

Unit: Truck 2 (134747) VIN: 4EN3AAA8191004747
2009 E-one Truck
Engine: 9,473 Hours
Pump: 0 Hours

Labor	\$12,300.00
Parts	\$10,539.77
Shop Supplies	\$75.00
Pre-Charge Subtotal	\$22,914.77
Exempt, IL (0% of \$10,614.77)	\$0.00
Total	\$22,914.77
Payments & Credits	\$0.00
Balance Due	\$22,914.77

**Legacy Fire Apparatus-
Shorewood**

600 Earl Road
Shorewood, IL 60404
ben@legacyfireapparatus.com
630-388-9686



Invoice

INV-17945

Date

6/28/2023

Bill To
Cicero Fire Department
5303 West 25th Street
Cicero, IL 60804

Ship To
Cicero Fire
Department
5303 West 25th
Street
Cicero, IL 60804

Remit Payment To
Legacy Fire
Apparatus
600 Earl Road
Shorewood, IL
60404

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
SO-6018	Net 30	7/28/2023	John Miller		Zarbock, Alex	Truck 2

Item	Description	Quantity	Rate	Amount
Complaint: Replace transmission control module				
Cause Customer request				
Labor	Correction: Chassis / Chassis / Removed engineers kick panel by pedals , removed inner plate to reveal Tcm Unhooked an un mounted tcm Ordered new tcm from distributor online Sent old ecm to them for calibration. They programmed new tcm an shipped back. Installed unit an reinstalled all previously removed components. - Completed: 6/27/2023	2.65000	\$150.00	\$397.50
Parts	TCM	1.00000	\$1,929.8625	\$1,929.86
			Subtotal	\$2,327.36

Complaint Rear flywheel housing replacement**Cause:** Customer request

(Inspection)

Labor	Correction: Chassis / Chassis / Removed engine oil pan and oil sump tube, cleaned pan an all parts Removed rear flex plates and torque converter plates. Removed starter .Removed rear gear housing bolts cleaned all surfaces. Cummins dialed in new rear gear housing reinstalled all previous removed components Reinstalled all previously removed components New oil pan pickup tube installed and new oil pan gasket - Completed: 6/19/2023	10.50000	\$150.00	\$1,575.00
Parts	Housing, flywheel	1.00000	\$1,616.9875	\$1,616.99
Parts	Cummins Rear Crankshaft Oil Seal/Sleeve Kit	1.00000	\$224.406	\$224.41
Parts	Pan Gasket	1.00000	\$82.012	\$82.01
Parts	Coolant filter	1.00000	\$53.0265	\$53.03
Parts	Head	1.00000	\$634.942	\$634.94
Parts	O Ring	2.00000	\$6.2825	\$12.57
Parts	Flywheel indicator	1.00000	\$366.94	\$366.94
Parts	Electrical Lead	1.00000	\$388.99	\$388.99
Parts	Cummins Installation	1.00000	\$1,040.459	\$1,040.46

Item	Description	Quantity	Rate	Amount
Parts	Tube, Lube Oil Transfer	1.00000	\$45.82	\$45.82
Parts	Seal, O-ring	2.00000	\$9.6425	\$19.29
Parts	Oil filter	1.00000	\$65.6705	\$65.67
Parts	Washer	8.00000	\$1.90	\$15.20
Parts	Washer, Plain	1.00000	\$14.28	\$14.28
Parts	Engine oil	36.00000	\$7.00002	\$252.00
			Subtotal	\$6,407.60

Unit: Truck 2 (134747) VIN: 4EN3AAA8191004747

2009 E-one Truck

Engine: 9,473 Hours

Pump: 0 Hours

Labor \$1,972.50**Parts** \$6,762.46**Shop Supplies** \$25.00**Pre-Charge Subtotal** \$8,759.96**Exempt, IL**
(0% of \$6,787.46) \$0.00**Total** \$8,759.96**Payments & Credits** \$0.00**Balance Due** \$8,759.96

**Legacy Fire Apparatus-
Shorewood**

600 Earl Road
Shorewood, IL 60404
ben@legacyfireapparatus.com
630-388-9686



Invoice

INV-17946

Date

6/28/2023

Bill To
Cicero Fire Department
5303 West 25th Street
Cicero, IL 60804

Ship To
Cicero Fire
Department
5303 West 25th
Street
Cicero, IL 60804

Remit Payment To
Legacy Fire
Apparatus
600 Earl Road
Shorewood, IL
60404

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
SO-5893	Net 30	7/28/2023	John Miller		Zarbock, Alex	Truck 2

Item	Description	Quantity	Rate	Amount
Bring unit to shop				
Labor	Bring unit to shop 5303 West 25th Street, Cicero, IL	0.00000		\$0.00
Subtotal				\$0.00

Complaint: Remove for rebuild of passenger side steering cylinder

Cause: found when working on transmission

(Inspection)

Labor	Correction: Chassis / Steering / Front steering cylinder pouring oil out. Removed oil cylinders and hydraulic hoses. Sent cylinder off for rebuild, cylinder was rebuilt by shop. New tie rod ends for ends of cylinder installed by us, reinstalled on truck. System filled and bled - Completed: 6/19/2023	4.00000	\$150.00	\$600.00
Parts	Rebuild cylinder	1.00000	\$998.2315	\$998.23
Parts	End, Steer Assist Cylinder (Female)	2.00000	\$372.596	\$745.19
Subtotal				\$2,343.42

Complaint: Replace front shocks

Cause: Customer request

(Inspection)

Labor	Correction Chassis / Suspension / Front shocks appear original, never changed. Replace per miller. Removed old shocks, note bushing was seized on shock mount. Had to torch old shocks off. Installed new shocks. - Completed: 5/23/2023	2.10000	\$150.00	\$315.00
Subtotal				\$315.00

Complaint: Update grease fittings

Cause: Customer auto grease system hasn't worked in years. System needs deleted and manual grease fittings installed. Front chassis and tiller body

(Inspection)

Item	Description	Quantity	Rate	Amount
Labor	Correction: Chassis / Chassis / Rcut the grease lines on both driver and officer side front end. There was a total 15 grease fittings. Cut all the zip ties that was holding the lines and pulled all lines down and out. Removed old fittings and match them to new fittings. Cleaned all the dirt around the old fittings with brake clean and a scraper. Tighten up new grease fitting in and greased them all as well. Still have 2 more grease fitting to change on the hydraulic pins for the cab lift. Moved to the trailer axle grease fittings. Started on the officer side wheel. There was 5 total grease fitting and lines to remove and replace. Removed them and matched with new fittings. Tighten all fittings and grease them all to make sure they are taking grease. Moved over to the driver side and rinsed everything down that was cover in dirt. Removed 5 old grease fittings and pulled the lines out. Match old fittings with new fittings. Tighten new fittings down. Filled fitting withdraws to make sure they take grease. Every grease fitting took grease. - Completed: 5/19/2023	4.75000	\$150.00	\$712.50
Parts	Grease Fittings Ball Check Type 1/8" Pipe Thread 90° 27/32"	4.00000	\$1.80	\$7.20
Parts	Grease Fittings Ball Check Type 1/8" Pipe Thread 45° 7/8" L	6.00000	\$1.80	\$10.80
Parts	Grease Fittings Ball Check Type 1/4-28 Tapered Thread 90° 49/64" L	5.00000	\$1.80	\$9.00
Parts	Grease Fittings Ball Check Type 1/8" Pipe Thread 90° 27/32"	6.00000	\$1.80	\$10.80
Parts	Grease Fittings Ball Check Type 1/8" Pipe Thread 45° 7/8" L	2.00000	\$1.80	\$3.60
Parts	Grease Fittings Ball Check Type 1/4-28 Tapered Thread 90° 49/64" L	4.00000	\$1.80	\$7.20
			Subtotal	\$761.10

Complaint: Tie rod end blown

Cause: Customer request

(Inspection)

Labor	Correction: Chassis / Steering / Removed tie rod assembly from truck. Heated knuckles, pickle forked "em out. Took bar over to Joliet suspension for new tie rod ends . Installed bar back onto truck . Greased fittings measured alignment - Completed: 5/23/2023	2.00000	\$150.00	\$300.00
Parts	Tie Rod left	1.00000	\$211.582	\$211.58
Parts	Tie rod right	1.00000	\$211.582	\$211.58
Parts	Pin kit	4.00000	\$37.7435	\$150.97
			Subtotal	\$874.13

Complaint: Coolant filter housing replacement

Cause: Customer request

(Inspection)

Labor	Correction: Engine / Cooling / Drained engine coolant. Removed old filter . Removed old filter housing . Cleaned surface on engine block . Installed new housing with new o rings, installed new coolant filter . - Completed: 5/30/2023	1.00000	\$150.00	\$150.00
Parts	Delo XLC Premix Antifreeze	20.00000	\$5.635	\$112.70
			Subtotal	\$262.70

Complaint: Tow unit to shop

Cause: Customer request

(Inspection)

Labor	Chassis / Chassis / Tow unit to shop - Completed: 5/30/2023	0.00000		\$0.00
Parts	Tow from 16th St to Legacy	1.00000	\$1,283.125	\$1,283.13

Item	Description	Quantity	Rate	Amount
			Subtotal	\$1,283.13
Complaint: Replace tiller tie rod ends				
Cause: Customer request				
(Inspection)				
Labor	Correction: Chassis / Steering / Replaced both tiller tie rod assemblies Replaced front left tie rod assemblies from gear box to steering knuckle - Completed: 6/22/2023	6.00000	\$150.00	\$900.00
Parts	Tie Rod	2.00000	\$112.114	\$224.23
Parts	Tie Rod	2.00000	\$112.114	\$224.23
Parts	Drag Link	1.00000	\$370.426	\$370.43
			Subtotal	\$1,718.89

Complaint: Grease ladder an inspect**Cause:** Customer request

(Inspection)

Labor	Aerial Device / Lubrication / Grease ladder an inspect Completed 6/28/2023	3.25000	\$150.00	\$487.50
			Subtotal	\$487.50

Unit: Truck 2 (134747) VIN: 4EN3AAA8191004747

2009 E-one Truck

Engine: 9,473 Hours**Pump:** 0 Hours

Labor	\$3,465.00
Parts	\$4,580.87
Shop Supplies	\$34.65
Pre Charge Subtotal	\$8,080.52
Exempt, IL (0% of \$4,615.52)	\$0.00
Total	\$8,080.52
Payments & Credits	\$0.00
Balance Due	\$8,080.52

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE TOWN OF CICERO FOR DESIGN AND CONSTRUCTION ASSISTANCE FOR THE TOWN OF CICERO, 2024 USACE WATER MAIN IMPROVEMENT PROJECT FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interest of the Town to perform certain water main repair work (the “Project”); and

WHEREAS, the U.S. Army Corps of Engineers (“USACE”) recently awarded grant funds to the Town for the Project (the “Grant”); and

WHEREAS, the USACE grant requires the Town to enter into an agreement (the “Agreement”), attached hereto and incorporated herein, regarding the Project and the Grant; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, and general welfare for the Town to enter into and approve the Agreement for the Project; 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 execute the Agreement, as well as all required documentation and certifications for the Project, and to further ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

That the Town Board hereby authorizes and directs the President or his designee to execute the Agreement and all required documentation and certifications for the Project, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the Agreement and any applicable certifications or documents 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 any documentation or certifications 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
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

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TOWN OF CICERO, ILLINOIS
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
TOWN OF CICERO, 2024 USACE WATER MAIN IMPROVEMENT PROJECT

THIS AGREEMENT is entered into this 10th day of July, 2023, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Chicago District (hereinafter the “District Commander”) and the Town of Cicero, Illinois (hereinafter the “Non-Federal Sponsor”), represented by its President.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for the 2024 USACE Water Main Improvement Project at Town of Cicero, Cook County, Illinois was authorized by Section 219(f)(54) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter “Section 219”);

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means design and construction of features, as generally described in a Letter Report, and approved by the District Commander for Chicago District. The initial increment of work consists of design and construction of the water main improvements along 31st Street from Laramie Avenue to 49th Avenue & 34th Street from Laramie Avenue west to the alley west of Bobby Hull Community Ice Rink dated _____, _____ and approved by the District Commander for Chicago District on _____. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government’s costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “in-kind contributions” means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for Great Lakes and Ohio River Division (hereinafter the “Division Commander”). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW

with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, up to a maximum of \$25,000, the

Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Illinois would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs

of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$2,658,333.00, with the amount of Federal funds available for such

work limited to \$2,000,000.00. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be \$658,333.00 which includes creditable real property interests projected to be \$0, creditable relocations projected to be \$0, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its minimum 25 percent cost share projected to be \$658,333.00. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in

good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

President
Town of Cicero
4949 West Cermak
Cicero, Illinois 60804

If to the Government:

District Commander
U.S. Army Corps of Engineers, Chicago District
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

TOWN OF CICERO

BY: _____
MATTHEW A. BRODERICK
Lieutenant Colonel, U.S. Army

BY: _____
LARRY DOMINICK
Town President

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Michael Del Galdo, do hereby certify that I am the principal legal officer of the Town of Cicero, Illinois, that the Town of Cicero, Illinois is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Cicero, Illinois in connection with the Section 219 Town of Cicero, 2024 USACE Water Main Improvement Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Town of Cicero, Illinois have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20____.

Michael Del Galdo
Town Attorney

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Larry Dominick, Town President
Town of Cicero

DATE: _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO SPECIFIED POSITIONS 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 President and the Board of Trustees of the Town (the “Town Board,” and with the President, the “Corporate Authorities”) have determined that it is necessary for conducting Town business and for the effective administration of government to declare two (2) vacancies on the Planning and Zoning Commission (the “Vacancies”); and to fill such Vacancies by appointing certain individuals thereto (the “Appointments”); and

WHEREAS, the Appointments to the Vacancies are set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Town to make the Appointments as set forth in Exhibit A;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to declare the Vacancies, to authorize the President to make the Appointments as set forth in Exhibit A, and to take all steps necessary to carry out the terms of said Appointments.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Corporate Authorities hereby authorize, approve, and consent to the Appointments. The President or his designee is hereby authorized and directed to take such steps as are necessary to carry out the intent of this Resolution.

Section 4.0 Vacancies, Effectiveness, and Term of Appointments.

The Corporate Authorities hereby recognize the Vacancies, and consent to the Appointments. The Corporate Authorities resolve that the Appointments are effective immediately. The Appointments shall expire at 11:59 p.m. on October 31, 2023, until such time as said positions are consolidated or dissolved at the direction of the Corporate

Authorities, or at such other times as the President deems necessary. The Corporate Authorities hereby ratify any action in furtherance of the aims stated herein.

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

Section 5.0 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 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
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

- (1) Kelly Giovanelli is hereby appointed to the Planning and Zoning Commission.
- (2) Lisa Gianakopoulos is hereby appointed to the Planning and Zoning Commission.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN INVOICE FROM COOK COUNTY FOR RECORDING FEES 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 the efficient operation of the Town and its departments; and

WHEREAS, the Town recorded certain municipal liens, lien releases, and other documents on certain properties within the Town with Cook County (the “Recording Fees”); and

WHEREAS, an invoice for the Recording Fees (the “Invoice”) is attached hereto and incorporated herein as Exhibit A; and

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

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

Seal of the Town to such documentation as is deemed necessary.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

COOK COUNTY RECORDER OF DEEDS**GOVERNMENT AGENCY DELAYED BILLING FORM**ACCOUNT NUMBER: 258DATE: 6/21/2023

The Government Agency listed below requests that the fees be billed subsequent to service. Invoices are prepared monthly. Payment terms are n/30 (Payment within 30 days.)

Government Agency: Town of CiceroBilling Address: 4949 W. Cermak Road

<u>Cicero</u>	<u>IL</u>	<u>60804</u>
City	State	Zip Code

Phone Number: 708-656-3600
 Authorization: TERRY MISSIANS
 Print Name
Signature: Title: Clerk

Official Receipt for Recording in:

 Cook County Clerk
 118 N. Clark
 Room 120
 Chicago, Illinois 60601

 Issued to:
 DELAY B-TOWN OF CICERO
 4949 W CERMACK ROAD

CICERO IL 60804

Recording Fees

Document Description	Number	Book/Page	Recording Amount
LIEN	2318033037		\$78.00
LIEN	2318033038		\$78.00
LIEN	2318033039		\$78.00
LIEN	2318033040		\$78.00
LIEN	2318033041		\$78.00
LIEN	2318033042		\$78.00
RELS	2318033043		\$78.00

\$10,062.00

Collected Amounts

Payment Type	Amount
Charge Account	\$10,062.00
	\$10,062.00

Change Due \$10,062.00

Your Current Account Balance is: (\$545,618.75)

Thank You

KAREN A. YARBROUGH - Cook County Clerk

By: Joe Dukas

Receipt# 33099034 Date 06/29/2023 Time 12:02p

The Following Service(s) was ChargedRecording ☐ Certified Copy ☐UCC ☐ Box Rental ☐

Attach Cook Register Receipt

V-Lien

Official Receipt for Recording in:

Cook County Clerk
118 N. Clark
Room 120
Chicago, Illinois 60602

Issued To:

DELAIR B-TOWN OF CICERO
4949 W CERNARK ROAD
CICERO IL 60804

Recording Fees

Document Description	Number	Book/Page	Recording Amount
LIEN	2318033037		\$78.00
LIEN	2318033038		\$78.00
LIEN	2318033039		\$78.00
LIEN	2318033040		\$78.00
LIEN	2318033041		\$78.00
LIEN	2318033042		\$78.00
RELS	2318033043		\$78.00
LIEN	2318033044		\$78.00
LIEN	2318033045		\$78.00
LIEN	2318033046		\$78.00
RELS	2318033047		\$78.00
RELS	2318033048		\$78.00
RELS	2318033049		\$78.00
RELS	2318033050		\$78.00
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RELS	2318033098	\$78.00
RELS	2318033099	\$78.00
RELS	2318033100	\$78.00
RELS	2318033101	\$78.00
RELS	2318033102	\$78.00
RELS	2318033103	\$78.00
RELS	2318033104	\$78.00
RELS	2318033105	\$78.00
RELS	2318033106	\$78.00
RELS	2318033107	\$78.00
RELS	2318033108	\$78.00
RELS	2318033109	\$78.00
RELS	2318033110	\$78.00
RELS	2318033111	\$78.00
RELS	2318033112	\$78.00
RELS	2318033113	\$78.00
RELS	2318033114	\$78.00
RELS	2318033115	\$78.00
RELS	2318033116	\$78.00
RELS	2318033117	\$78.00
RELS	2318033118	\$78.00
RELS	2318033119	\$78.00
RELS	2318033120	\$78.00
RELS	2318033121	\$78.00
RELS	2318033122	\$78.00
RELS	2318033123	\$78.00
RELS	2318033124	\$78.00
RELS	2318033125	\$78.00
RELS	2318033126	\$78.00
RELS	2318033127	\$78.00
RELS	2318033128	\$78.00
RELS	2318033129	\$78.00
RELS	2318033130	\$78.00
RELS	2318033131	\$78.00
RELS	2318033132	\$78.00
RELS	2318033133	\$78.00
RELS	2318033134	



TOWN OF CICERO

Building Department

4949 West Cermak Rd. • Cicero, Illinois 60804 • 708.656.3600

Terry Higgins
Building Commissioner

August 1, 2023

To: The Board of Trustees

From: Terry Higgins
Building Department

Good afternoon,

There were 129 liens recorded at \$78.00 per lien and sent to the Cook County Recorder's Office.

This is due to an increase of Tax Deeds, Judicial Sales Deeds and properties with High Grass & Weeds & Board Ups.

 *Building Commissioner*
Building Department
708-656-3600 ext. 452
thiggins@thetownofcicero.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WIPFLI, LLP FOR ACCOUNTING SERVICES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the 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 advancing and protecting the health, safety, and well-being of Town residents; and

WHEREAS, the federal government of the United States of America established the Community Development Block Grant Program (the “Program”) to be administered by the Office of Community Planning and Development of the Department of Housing and Urban Development (“HUD”); and

WHEREAS, through the Program, bodies of local government can seek financial assistance from the federal government in the form of block grants to fund pre-approved programs and projects in the community with the ultimate goals of improving community

housing levels, ensuring that residents of local communities are provided suitable living environments, and attempting to expand economic opportunities for persons of extremely low, low, and moderate income levels; and

WHEREAS, to remain eligible for the Program and apply for the funds offered through the Program and similar grant programs, the Town must utilize the services of an independent accounting firm to review all treasury draw down requests and documentation, and to assist with all required financial reporting (the “Services”); and

WHEREAS, WIPFLI, LLP (“WIPFLI”) has provided the Services to the Town in the past and desires to continue to provide the Services to 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 retain WIPFLI to provide the Services the Town; and

WHEREAS, there exists a certain professional services agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions upon which WIPFLI will continue to provide the Services to the Town; and

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



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

Larry Dominick
TOWN PRESIDENT

MEMORANDUM

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

FROM: Tom M. Tomschin, Executive Director *TMT*

DATE: August 1, 2023

RE: Professional Services Agreement - WIPFLI LLP

Enclosed you will find a Professional Services Agreement for accounting and internal control services for the Town of Cicero Department of Housing.

The Town of Cicero Department of Housing administers several entitlement grants from the United States Department of Housing and Urban Development (HUD). As part of internal control requirements, we employ an independent accounting firm to review all treasury draw down requests and documentation, and to assist with all required financial reporting.

We have confirmed with the Accounting Department, that the proposed hourly rate is reasonable and fair for the professional services to be provided. The Town of Cicero Department of Housing is happy with the services currently provided by WIPFLI LLP, and recommend approval of the new Professional Services Agreement.

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

At your service,

TMT

Professional Services Agreement

This agreement ("Agreement") made and effective as of the 1st day of August, 2023 (the "Execution Date") shall stand as the Agreement between the Town of Cicero, an Illinois Municipal Corporation, ("the Town") and WIPFLI LLP, the Town and WIPFLI LLP (collectively, for the purposes of convenience only, may hereinafter be referred to as the "Parties" and each individually as the "Party"). Pursuant to this Agreement, WIPFLI LLP will perform certain accounting services on behalf of the Town, according to the following terms and conditions:

1. **Contract Documents.** The Contract Documents consist of this Agreement and Addendum A, which is entitled "Scope of Services". Addendum A is attached hereto and incorporated herein by this reference. This Agreement represents the entire agreement between the Parties hereto and supersedes any prior negotiations, representations, or agreements, either written or oral.
2. **Term.** This Agreement shall be from year to year. The Town may terminate this Agreement at any time, with or without cause, upon written notice to WIPFLI LLP. WIPFLI LLP may terminate this Agreement upon thirty (30) calendar days written notice to the Town.
3. **Scope of Services.** The services to be provided by WIPFLI LLP and the scope thereof are set forth in Addendum A.
4. **Fees.** The fees for the professional accounting services will be at the rate of \$175.00 per hour. Invoices are payable in accordance with the Local Government Prompt Payment Act.
5. **Additional Provisions.** The Parties agree to comply with the applicable provisions of 24 C.F.R. 85.36 (i) which may include, but are not limited to, the following: (a) compliance with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and the Environmental Protection Agency Regulations (42 U.S.C. part 15); (b) compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act; (c) compliance with Executive Order 11246 entitled "Equal Employment Opportunity" and the Department of Labor's regulations set forth in 41 C.F.R. chapter 60; (d) compliance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations set forth in 29 C.F.R. part 3; (e) compliance with the Davis-Bacon Act, as supplemented by the Department regulations set forth in 20m C.F.R. part 5; (f) compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor regulations set forth in 29 C.F.R. part 5; and (g) any other rules or regulations of the United States Department of Housing and Urban Development.
6. **United States Department of Housing and Urban Development Guidelines.** The Parties hereby affirm that they have notice of and shall comply with any and all of the applicable rules, regulations, requirements, laws and orders set forth by the United States Department of Housing and Urban Development. These regulations and requirements may include, but are not limited to, the following: (a) reporting requirements; (b) patent rights with the respect to discovery or invention which arises or is developed in the course of or under this Agreement; and (c) regulations pertaining to copyrights and rights in data.

7. Breach. Should either Party employ an attorney or attorneys to enforce any of the provisions hereof or to recover damages for the breach of this Agreement, the non-prevailing Party shall pay to the prevailing Party all reasonable costs, damages and expenses, including all actual and consequential damages and attorneys' fees, expended or incurred in connection therewith.
8. Records. WIPFLI LLP shall maintain records, to support all items stemming from or relating to the performance of the accounting services rendered on behalf of the Town, for a minimum of five (5) years after all final matters or payments made pursuant to this Agreement are closed. Obligations, commitments, encumbrances or expenditures must be made within the period of this Agreement. WIPFLI LLP agrees that the Comptroller general of the United States, the United States Department of Housing and Urban Development, the Town, the Cicero Housing Department or any of their duly authorized representatives shall, until the expiration of a minimum of five (5) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of WIPFLI LLP involving transactions related to this Agreement. It is understood that, unless agreed to in writing by WIPFLI LLP, such examination shall be made during WIPFLI LLP's regularly established business hours. In the event of the termination of this Agreement, in accord with the provisions of Section 2 of this Agreement, a copy of all records shall be immediately returned to the Town.
9. Written Notice. Written Notice, as referenced in their Agreement, shall be sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Town:
Tom Tomshin
Executive Director
Cicero Department of Housing
1634 Laramie
Cicero, IL 60804

If to WIPFLI LLP:
Heidi Bucklew
Partner
WIPFLI LLP & CO, LLP
100 Tri-State International – Ste 300
Lincolnshire, IL 60069

10. Independent Contractor. Nothing herein shall be construed to create an employer-employee or agent-principal relationship between the Parties. WIPFLI LLP is an independent contractor and not an agent, employee or representative of the Town or any of its related entities or departments and will not represent to be or hold itself out as an agent, employee or representative of the Town. It is understood that the Town will not withhold any amounts for payment of taxes from the compensation of WIPFLI LLP hereunder. In accord with this Agreement WIPFLI LLP shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party. The Town shall have the right to hire any and all other firms, entities and/or individuals to carry out accounting services on its behalf, and this Agreement in no way limits the Town's right to hire accountants and/or other entities or individuals to perform accounting services on the Town's behalf.
11. Insurance. WIPFLI LLP shall maintain at its expense Workers Compensation, Automobile, General and Professional Liability Insurance policies and any other insurance policy deemed necessary to the Town in commercially reasonable limits, during the entire term of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one Agreement. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
13. Enumeration of Contract Documents.
- A. The instant three (3) page Agreement;
 - B. Addendum A, a two (2) page document entitled "Scope of Services"
14. Confidentiality. WIPFLI LLP shall maintain the confidentiality of the Town's information in accordance with professional standards. For purposes of this Agreement, the Town's confidential information shall mean any information, whether communicated orally, in writing, or by any medium, pertaining to or about the Town, its officials (whether elected or appointed), employees, agents, departments, policies and procedures disclosed, discovered or otherwise learned by WIPFLI LLP and its respective managers, members, officers, directors, employees, agents, contractors, or subcontractors that is not otherwise already in the public domain or deemed non-confidential by the Town President or his designee in writing. WIPFLI LLP shall implement and maintain physical, electronic and procedural safeguards (the "Safeguards") reasonably designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to ensure proper disposal of, nonpublic personal information regarding the Town. WIPFLI LLP further agrees that the Safeguards shall comply with all applicable federal and state laws, rules, regulations, and guidelines, as they currently exist or as they may be amended from time to time.
15. Indemnity. WIPFLI LLP shall exercise at least the level of skill and expertise in carrying out its services hereunder as are exercised by like professionals in the area of the Town. WIPFLI LLP shall defend, indemnify and hold harmless the Town and its officials (elected or appointed), department heads, employees, attorneys, consultants and agents from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs) and damages (actual or punitive) of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred, in whole or in part, in connection with WIPFLI LLP's breach of this Agreement or caused, in whole or in part, by the negligence or misconduct of WIPFLI LLP.
16. Miscellaneous. This Agreement may not be amended except by a written document signed by both parties hereto. This Agreement replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services described in this Agreement. The covenants contained herein shall survive the expiration or termination of this Agreement. If any term herein is found unenforceable or invalid by a court of competent jurisdiction, the remaining terms shall continue in full force and effect. This Agreement shall be interpreted and construed under, and governed by, the laws of the State of Illinois. This Agreement is personal in nature and WIPFLI LLP shall not assign, transfer or otherwise direct the transfer of its interest or any rights or obligations under this Agreement without the prior written consent of the Town, which may be withheld by the Town in its sole and absolute discretion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2023.

Executed:

Authorized Representative of WIPFLI LLP & CO, LLP

Date

Authorized Representative of the Town of Cicero

Date

SCOPE OF SERVICES

PURPOSE; TO ASSURE INTERNAL CONTROLS AND ACCURACY OF DISBURSEMENTS FROM THE CICERO DEPARTMENT OF HOUSING

Accounts payable review:

- Frequency – twice monthly.
- WIPFLI LLP & CO, LLP (“WIPFLI LLP”) will be provided with:
 - The accounts payable listing:
 - Files, including all original invoices and related documentation;
 - IDIS reports PR01 and PR02 for all active Grant Programs
- The Grant Administration staff for the Town of Cicero, Illinois will demonstrate to WIPFLI LLP their justification for the payables. The documentation will be reviewed by WIPFLI LLP per Department of Housing and Urban Development (“HUD”) requirements.
- Disbursement amounts will be verified against available funds, per the IDIS report “List of Activities by Program Year and Project.”
- Approved items will be checked on the accounts payable listing and a written summary will be prepared by WIPFLI LLP of any items requiring additional documentation or explanation.
- The accounts payable list and written summary will be submitted to the Grant Administrator to prepare disbursements and, when necessary, obtain additional documentation.
- A final disbursement report will be signed and WIPFLI LLP will submit a written statement to the Treasurer’s Office for the Town of Cicero, Illinois, which shall state that the payables were reviewed and which payables are or are not acceptable.

Reconciliation:

- Frequency – at least once per quarter.

- WIPFLI LLP will be provided with:
 - Bank statements from the Bank
 - HUD Grants and Program Income (PR01);
 - A list of Activities by Program Year and Project (PR02); and
 - Access to Quickbooks General Ledger file
- Bank accounts will be reconciled to QuickBooks records
- Cash balances will be matched and reconciled to IDIS Fund balances.

Additional Duties:

- WIPFLI LLP will prepare the quarterly Federal Cash Transaction Report
- WIPFLI LLP will assist in the development and maintenance of internal control reports including, without limitation, cash flow reports, trial balances and income/expense statements.
- WIPFLI LLP will forward an electronic copy of the General ledger to the Treasurer's office.
- WIPFLI LLP will advise the Town and/or the Grant Administration staff, as necessary, on any related matters.
- WIPFLI LLP will provide all of the accounting services in accordance with any and all applicable laws, rules, regulations and procedures, including those set forth by the Department of Housing Procedure Manual.

RESOLUTION NO. _____

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

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

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

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

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

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

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

WHEREAS, the Cicero Fire Department is committed to protecting and preserving the life and property of the residents of the Town; and

WHEREAS, the Town, the Village of Stickney (“Stickney”), and the Village of Forest View (“Forest View”, and with the Town and Stickney, the “Municipalities”)

collaborate for emergency 911 communications and dispatching for fire and medical emergencies (the “Dispatch Services”); and

WHEREAS, the Municipalities previously determined that updated radio equipment (the “Equipment”) is necessary to provide residents and visitors of the Municipalities with efficient Dispatch Services; and

WHEREAS, the Municipalities previously determined that they would apply together for a grant from FEMA for the Equipment to improve the Dispatch Services, and that the Town shall administer the grant on behalf of the Municipalities; and

WHEREAS, FEMA has awarded grant funds for the Equipment, as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, there exists a certain Assistance to Fire Fighters Grant Program Regional Grant Application Memorandum of Agreement (the “MOU”), incorporated herein by reference, which sets forth the terms and conditions under which the Municipalities will cooperate for the administration of the grant; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to ensuring the health, safety, and well-being of Town residents; and

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

WHEREAS, the Town is required to complete certain assurances, certifications, and related documents in order to accept the grant funds; 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 direct

the President or his designee to execute and submit any required assurances, certifications, or related documents necessary for the acceptance of the grant funds;

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize and direct the President or his designee to execute and submit any required assurances, certifications, or related documents necessary for the acceptance of the grant funds from FEMA.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to execute and submit any required assurances, certifications, or related documents necessary for the acceptance of the grant funds. The Town Board ratifies any and all previous action taken to effectuate 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.

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

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/13/2023



Jose Alvarez
CICERO, TOWN OF
4949 WEST CERMAK ROAD
CICERO, IL 60804

EMW-2022-FG-03651

Dear Jose Alvarez,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$996,718.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$99,671.90 for a total approved budget of \$1,096,390.80. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A solid black rectangular box used to redact the signature of Pamela Williams.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CICERO, TOWN OF

UEI-EFT [REDACTED]

DUNS number: [REDACTED]

Award number: [REDACTED]

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$1,096,390.80
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$996,718.90
Non-federal	\$99,671.90
Total	\$1,096,390.80
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Equipment

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

4 – Add dual remote head, TRI Bank @ \$2,735.30. ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4	\$2,735.30	\$10,941.20	Equipment

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

38 – Remove existing and replace existing coax & antenna @ \$350.00 ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	38	\$350.00	\$13,300.00	Equipment

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

38 – VM7000 mobile radios (cost combined for all three freq.) @ \$6,535.00 ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	38	\$6,535.00	\$248,330.00	Equipment

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

Radio Programming x 218 @ \$10,900.00

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$10,900.00	\$10,900.00	Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

14 – Single unit portable radio charger @ 90.20 ea. X

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	14	\$90.20	\$1,262.80	Equipment

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

38 – All band antennae kit @ \$1,200.00 ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	38	\$1,200.00	\$45,600.00	Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

104 – Leather cases @ \$75.00 ea. X

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	104	\$75.00	\$7,800.00	Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

104 – Dual band portable radios including speaker mics @ \$6,475.50 ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	104	\$6,475.50	\$673,452.00	Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

12 – Multi-bank portable radio chargers @ \$ 811.00 ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	12	\$811.00	\$9,732.00	Equipment

Portable Radios (must be P-25 Compliant)

DESCRIPTION

78 – Li-ion 3900 mAh portable radio batteries @ \$183.00 ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	78	\$183.00	\$14,274.00	Equipment

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

38 – Remove existing and install dash mount radio @ \$350.00 ea. X

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$350.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 38 to 0

JUSTIFICATION

This item was reduced because it seems to be a duplicate request and it is needed to be reduced in order to reduce the requested federal share to \$ 1 million dollars or less.

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

34 – Add single remote head, TRI Band @ 1788.20 ea.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	34	\$1,788.20	\$60,798.80	Equipment

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CICERO, TOWN OF

UEI-EFT: LE8EBPHCZ5Z9-5303

DUNS number: 0102915995303

Award number: EMW-2022-FG-03651

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	<p>Age Discrimination Act of 1975</p> <p>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
Article 6	<p>Americans with Disabilities Act of 1990</p> <p>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
Article 7	<p>Best Practices for Collection and Use of Personally Identifiable Information</p> <p>Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
Article 8	<p>Civil Rights Act of 1964 – Title VI</p> <p>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
Article 9	<p>Civil Rights Act of 1968</p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipients State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32	<p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 33	<p>Reporting Subawards and Executive Compensation</p> <p>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 34	<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</p> <p>Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the</p>

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 42	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FG-03651	2. Amendment No. N/A	3. Recipient No. 366005833	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address CICERO, TOWN OF 4949 W CERMAK RD CICERO, IL 60804		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Jose Alvarez		9a. Phone No. 7086563600	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/13/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/20/2023 to 07/19/2025 Budget Period 07/20/2023 to 07/19/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$996,718.90	\$996,718.90	\$99,671.90
Totals			\$0.00	\$996,718.90	\$996,718.90	\$99,671.90
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	07/13/2023

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE
OF A PROFESSIONAL LIABILITY INSURANCE POLICY 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 providing quality affordable healthcare to Town residents through the Town’s Health Department (the “Department”) which operates a clinic (the “Clinic”); and

WHEREAS, The Doctors Company (the “Insurance Provider”) has submitted a proposal for insurance for professional medical liability insurance (the “Proposal”); and

WHEREAS, to ensure that the Town has adequate insurance coverage for the Clinic, the Town has determined that it is in the best interests of the Town to purchase the professional medical liability insurance from the Insurance Provider; and

WHEREAS, based upon the foregoing, the Corporate Authorities find that it is necessary for the effective administration of government and in the best interests of the

Town to authorize and approve the purchase of the insurance policy from the Insurance Provider in accordance with the terms of the Proposal; 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 and approve the purchase of the professional medical liability insurance policy from the Insurance Provider and to further authorize the President or his designee to take all steps necessary in conformity therewith and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby authorizes and approves the purchase of the professional medical liability insurance policy from the Insurance Provider in accordance with the rates set forth in the Proposal, or any modification thereof, and ratifies 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 any and all necessary documentation in connection with the purchase of the insurance policy, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign such 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 insurance policy sought hereunder, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 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



TOWN OF CICERO

4949 W. Cermak Road, Cicero, IL., 60804 708-656-3600

www.TheTownofCicero.com

MEMORANDUM

To: The Honorable Town of Cicero President, Larry Dominick and the Honorable Board of Trustees

Cc: Michael T. DelGaldo, Town Attorney

Date: August 3rd, 2023

Subject: The Doctors Company; MedMal coverage for the Cicero Health Department

After thorough discussion with our current insurance broker, Alliant, it was recommended that the Cicero Health Department add specific coverage for the ability of our clinic to provide the services, and employ the personnel necessary, as we move forward. We are asking to purchase an annual premium of \$25,884.00 with The Doctors Company. This policy would cover two separate \$1 to \$3 million dollar claims, each for its own purpose, encompassing our operations.

I greatly appreciate your time and consideration in this matter.

Sincerely,

Vanessa Parrish
Director of Health Management



Town of Cicero Health Department

Insurance Proposal

Presented by: Linda Orfanos, Vice President

Alliant Insurance Services, Inc
353 N Clark St
Chicago, IL 60654
O (312) 595-6200
F (312) 595-04249
CA License No. 0C36861

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Your Service Team

Linda Orfanos
Vice President

Linda.Orfanos@alliant.com

Phone: (312) 595-7125

Gina Leander
Account Manager

Gina.Leander@alliant.com

Phone: (312) 595-8186

Premium Summary

Coverage	Premium
Professional Liability-Medical	\$ 24,999
Surplus Lines Tax 3.50%	\$ 875
Surplus Lines Fee .04%	\$ 10
TOTAL	\$ 25,884

Payment Terms

- Premium is due within 30 days of policy inception
- Agency bill
- Annual Payment
- Premium finance options should be available to allow for remittance on installments

Marketing Summary

Carrier	Results
CNA	Quote withdrawn due to large pediatric exposure (over 20%)
Coverys	Declined Outside of underwriting guidelines
Hudson	Declined Outside guidelines for non-FTCA clinic Cook County, no separate limits, Suboxone therapy
Ironshore	Submitted
ISMIE	Declined Scope of services provided/treatments (municipal health services)
Medical Protective Facilities	Declined Cognitive Behavioral Therapy and Harm Reduction (e.g. Suboxone Therapy)
Special Risk	Clinical Risk exposure
ProAssurance	Submitted
The Doctors Company	Quoted

Named Insureds

Town of Cicero Health Department
Mailing Address
2250 S 49 th Ave
Cicero, IL 60804

NAMED INSURED DISCLOSURE

- Named Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change.
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for the First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving correspondence, (3) distributing claim proceeds, and (4) making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Professional Liability-Medical Coverage

Insurance Company	Risk Placement Services, Inc. / TDC Specialty Insurance Company
A.M. Best Rating	A XV
Standard & Poor's Rating	N/R
State Covered Status	Non-Admitted
Policy/Coverage Term	To Be Determined Annual

Claims Made and Reported

Retroactive Date: Inception

Description of Operations: health department clinic

Limits / Retention

Professional Liability

Each Claim Limit (other than Physical Abuse and Sexual Misconduct Claims) \$ 1,000,000

Physical Abuse/Sexual Misconduct

Each Claim \$ 100,000

Aggregate Sublimit \$ 300,000

Aggregate Limit for all Claims \$ 3,000,000

Deductible \$

Each Claim \$ 0

Aggregate \$ N/A

Evacuation Expense

Each Evacuation \$ 50,000

Aggregate for all Evacuations \$ 50,000

Legal/Media Expense

Each Legal Defense Proceeding \$ 50,000

Aggregate for all Legal Defense Proceedings \$ 50,000

Patient Property Loss

Each Patient Property Loss \$ 1,000

All Patient Property Loss \$ 25,000

Coverage Notations

Defense within the Limits of Liability

Projected Revenue: \$300,000

Projected Visits: 8,000

Provider Schedule:

Matthew Robert Hill, MD

Nayeli Lizette Langorica, MD/MPH

Daniel Corredor, MD

Matthew Joseph Lo, DO

Residents will share in the Limit with the entity

Slot basis for providers: Doctor, Nurse Practitioner, Physician Assistant

Endorsements & Exclusions (including but not limited to)

HPF-010001-09-16	Medical Facilities-PL, GL and EBL Policy Form- Claims Made GL Policy
HPE-000001-04-16	Schedule A-Schedule of Named Insureds
HPE-000021-04-16	Delete Insuring Agreement (B)- General Liability and Medical Expense Reimbursement
HPE-000022-04-16	Delete Insuring Agreement (C) – Employee Benefit Liability Coverage Endorsement
HPE-000056-09-16	Service of Suit Endorsement
HPE-000062-11-16	Reliance on Other Application Endorsement
HPE-000108-11-22	Correctional Facility Medical Services Exclusion
HPE-010006-09-16	Defense Within the Limits Endorsement
HPE-010046-07-18	Amend Item 8 Extended Reporting Period Endorsement
HPE-010047-10-19	HIPAA Proceeding Reimbursement Coverage Endorsement Limit: \$50,000
HPE-010055-11-19	Obstetrical and Surgical Claims Exclusion
HPE-010080-03-21	Biometric Information Privacy Claim Exclusion
HPE-000034-12-21	Separate Limits of Liability for Scheduled Insured Medical Practitioners (A.A) and Policy Aggregate

Minimum Earned Premium	25 %
Optional Coverages	N/A
Quote Valid Until	08/01/2023
Policy Auditable	No
Binding Conditions	Completed and signed TDC Specialty Underwriters Application dated within 30 days of the coverage effective date Risk Manager name, email and telephone number Signed applications for residents/physicians

See Disclaimer Page for Important Notices and Acknowledgement

Optional Coverages

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Targeted Coverage Options

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like additional quotes please check Yes/No across from the coverage below, sign and return.

	Yes	No
Crime		
Employee Dishonesty	<input type="checkbox"/>	<input type="checkbox"/>
Computer Fraud	<input type="checkbox"/>	<input type="checkbox"/>
Social Engineering	<input type="checkbox"/>	<input type="checkbox"/>
Increased Limits	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Risk	<input type="checkbox"/>	<input type="checkbox"/>
Flood Insurance	Refer to Flood Disclosure	
Management Liability		
Directors & Officers Liability	<input type="checkbox"/>	<input type="checkbox"/>
Employment Practices Liability	<input type="checkbox"/>	<input type="checkbox"/>
Fiduciary Liability	<input type="checkbox"/>	<input type="checkbox"/>
Umbrella / Excess Liability (Increased Liability Limits)	<input type="checkbox"/>	<input type="checkbox"/>
Selecting the "Reject All or Accept All" option will override any selections you have made above	<input type="checkbox"/> Reject All <input type="checkbox"/> Accept All for Consideration	

Signature of Authorized Insurance Representative

Date

Title

Printed / Typed Name

Flood Disclosure

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zones referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provide information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

Additional Information

- Flood Zones-
 - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
 - Increased limits over the maximum flood limit provided by NFIP

FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

Please indicate your selection:

- ☐ I would like to receive a flood quote
- ☐ I do NOT wish to purchased flood insurance

Signature:

Date:

Name Printed /

Typed:

Company Name:

Request to Bind Coverage

Town of Cicero Health Department

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Professional Liability-Medical	<input type="checkbox"/>

Optional Coverage Line	Premium	Coverage Accepted	Coverage Declined
N/A	\$	<input type="checkbox"/>	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Representative		Date
Title		
Printed / Typed Name		

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.

Electronic Delivery Option Form

Alliant Insurance Services, Inc. may be required by law to obtain consent from insureds prior to providing electronic delivery of documents, including the policy.

You currently have selected Option 1 ☐ 2 ☐ 3 ☐ 4 ☐

Please note you may change your option at any time. If you have not previously selected an option, please select one of the following:

- ☐ **1. ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY**
I elect to receive all my documents electronically and acknowledge I may no longer receive paper copies unless I sign a new form requesting both electronic and paper copies or specifically request them.
- ☐ **2. ELECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY AND PAPER DELIVERY**
I elect to receive both electronic and paper copies of my insurance policy and supporting documents.
- ☐ **3. REJECTION OF ELECTRONIC INSURANCE DOCUMENT DELIVERY**
I reject the option to receive my insurance policy and supporting documents electronically. I will receive paper copies of such documents.
- ☐ **4. ELECTION TO WITHDRAW CONSENT OF ELECTRONIC DELIVERY**
I withdraw my previous consent of electronic delivery of my insurance policy and supporting documents. I elect to receive paper copies of such document going forward.

Named Insured: Town of Cicero Health Department

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

If you have selected electronic document delivery, please provide the email address for the individual(s) who should receive these documents. If this information changes, please provide updated details to your service team.

This selection remains intact until revised by you.

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures/Disclaimers

FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Guaranty Funds

Established by law in every state, Guaranty Funds are maintained by the state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Other Disclosures/Disclaimers (continued)

Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures/Disclaimers (continued)

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evidence of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.