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# AGENDA

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

***TUESDAY, AUGUST 22, 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. ***Approval of Bills***

A) List of Bills-Warrant# 16, Manual Checks & Online Payments

B) Payroll

3

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

5. ***Permits***

A) All Our Kids Network Parent Survey

22

B) Break Thru Beverage Group

33

C) Cicero Firefighters Local 717 - MDA Boot Days Request

38

D) Family Focus

40

E) Red Feather / Community Chest of Cicero "Boot Day"

43

**6. Block Party Permits**

- |   |    |
|---|----|
| A) 3200 Block 53rd Ave. (Permission to use town-owned property for parking purposes). | 45 |
| B) 3800 Block Lombard Avenue  | 46 |
| C) 4800 Block 23rd Place  | 51 |
| D) 4900 Block 24th Street   | 55 |

**7. Ordinances**

- |   |    |
|---|----|
| A) An Ordinance Authorizing And Approving A Contractual Memorandum Of Understanding And Agreement Between The Town Of Cicero, Illinois And The International Association Of Firefighters Local 717 For The Town Of Cicero, County Of Cook, State Of Illinois. | 59 |
|---|----|

**8. Land Use Ordinances:**

- |  |    |
|--|----|
| A) An Ordinance Granting A Special Use Permit For The Property Commonly Known as 5200 West 26th Street, Cicero, Illinois.    | 73 |
| B) An Ordinance Granting A Parking Variance For The Property Commonly Known As 6007-6009 West Cermak Road, Cicero, Illinois. | 79 |

**9. Resolutions**

- |  |     |
|--|-----|
| A) A Resolution Authorizing And Approving A Certain Quote From Air One Equipment, Inc. For The Purchase Of A Firehose For The Town Of Cicero, County Of Cook, State Of Illinois.   | 85  |
| B) A Resolution Authorizing The Town President To Enter Into An Agreement With Joanna Klonsky Communications Strategies, Inc. To Provide Communications Services To the Town Of Cicero, County Of Cook, State Of Illinois. | 93  |
| C) A Resolution Authorizing The Town President To Enter Into A Certain Consultant Agreement With Dover Strategy Group, Inc. To Provide Consulting Services To The Town Of Cicero, County Of Cook, State Of Illinois.       | 107 |
| D) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Viva JV., LLC To Provide Entertainment Services To The Town Of Cicero, County Of Cook, State Of Illinois.                            | 120 |

**10. New Business**

- A) Recommendation By The Town Engineer To Award The Contract For The 2023 Green Alley Paving CDBG Project #2022-0011-914 And Funds To The Lowest Responsible Bidder

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

**12. Adjournment**

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10/16/1990 MILLER, JOHN, S  
05/20/1991 ESPOSITO, ROSEMARIE  
06/01/1992 KOTECKI, JIMMY  
06/07/1992 WOOD, JAMES  
04/26/1993 BAILEY, NANCY  
12/15/1993 SANCHEZ, EDNA, M  
11/16/1994 POROD, KARYN  
01/17/1995 STELLA, RAMONA  
08/29/1995 PUNZO ARIAS, MARIA, A  
02/01/1996 MAVRINAC, DAVID, W  
04/16/1996 GALVAN, ARMANDO, A, JR  
04/16/1996 KANE, FRANK, J  
08/21/1996 KOSENESESKY, JAMES, J  
10/28/1996 RIOS, SYLVIA  
02/16/1997 LYTTEK, PAUL, F  
02/16/1997 RUTKA, PHILIP  
03/03/1997 GUZMAN, PATRICIA  
04/07/1997 VIRRUSO, JOSEPH  
05/20/1997 MOSCINSKI, NANCY, A  
06/16/1997 JARAMILLO, JESSICA, A  
07/16/1997 DEGANUTTI, JOHN, J  
09/15/1997 WINES, ANDRE  
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10/27/1997 DELONG, WHITNEY, A  
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02/18/1998 TORRES, MARICELA  
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05/01/1998 RIVERA, SAUL  
06/08/1998 ROBERSON, ALBA  
06/09/1998 WIECZOREK, LISA  
06/15/1998 SANTIAGO, PRISCILLA  
08/07/1998 MONTES DE OCA, GIOVANNI  
09/08/1998 FITHIAN, GREGORY, S  
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11/24/1998 VELAZQUEZ, MANUEL  
01/04/1999 KOSENESESKY, RHONDA, ANN  
03/22/1999 MARTINEZ, JOSE, ANGEL  
06/14/1999 MELENDEZ, JACQUELINE  
07/27/1999 DRAKULICH, LOUIS  
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07/27/1999 RAMIREZ, MATHEW, E

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03/08/2001 MANIGLIA, MICHELE  
03/28/2001 CHAVEZ, VERONICA, G  
03/28/2001 MCKEE, MICHAEL, B  
03/28/2001 NEAL, MERRIE, E  
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04/06/2001 NUNEZ, FELIPE  
05/30/2001 DOMINICK, DEREK  
06/05/2001 GUTIERREZ, LILLIAN, J  
06/18/2001 SALAZAR, LAURA  
06/20/2001 RAYGOZA FERNANDEZ, ROSALBA  
07/10/2001 WALSH, JOHN, J  
09/17/2001 RODRIGUEZ, MANUEL  
09/25/2001 ANDRADE, MARCOS, R  
09/25/2001 ANDRADE, MARIA, G  
09/25/2001 VASSOS, CONSTANTINE, A  
09/29/2001 SKODA, BARTHOLOMEW, A  
10/04/2001 HERNANDEZ, JESSE  
11/13/2001 LEUZZI, DAVID, A  
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07/15/2002 MICHAELS, ANDREW, J  
08/05/2002 CHLADA GALARZA, NICOLE, M  
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08/26/2002 KOSIROG, PATRICIA, ANN  
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09/18/2002 AMIGON, MARIA  
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09/24/2002 SKIDMORE, MICHAEL, W  
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02/08/2003 MUSIAL, LISA, V  
02/08/2003 PRENDERGAST, GINA, V  
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06/10/2009 VARGAS, EDDIE  
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09/14/2009 GIOVANNELLI, KATHLEEN  
09/25/2009 GARCIA, MICHAEL  
10/01/2009 FELBINGER, RANDY  
10/01/2009 SANTOS, DANIELLE, M  
10/05/2009 GONZALEZ, JUANITA  
12/14/2009 KOLIN, JAKE, E  
12/14/2009 ROSS, EDWARD  
12/14/2009 STAHL, MICHAEL  
12/22/2009 ALEGRIA, MARIO  
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03/23/2010 GURROLA, VICTOR  
03/29/2010 VARGAS, JESUS  
04/24/2010 PROCENTI, SANTO  
04/27/2010 DRAGISIC, BRANISLAV  
04/27/2010 INGVE, ANGIE  
05/25/2010 MIHALOPOULOS, IOANNIS  
05/25/2010 SPIZZIRRI JELIC, MARY ELLEN  
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06/01/2011 ORTIZ, WILLIAM, R  
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06/20/2012 SOLIS, GERARDO  
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10/09/2012 MORALES, JANET  
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11/26/2012 COCO-CALDERON, KIMBERLEY  
01/13/2013 ALVARADO, ISMAEL, JR  
01/28/2013 EVERHART, DIANA  
01/31/2013 AVILA, JONATHAN  
02/01/2013 SANCHEZ, ALBERTO  
04/02/2013 BENDA, KENNETH  
04/04/2013 MARQUEZ, ARGELIA  
04/08/2013 LOPEZ, EDDIE, N  
04/08/2013 RAMIREZ, JASON, R  
04/08/2013 VEGA, ALFONSO, JR  
06/01/2013 AVILES, GRETCHEN, M  
06/01/2013 BAKER, JAMES, F  
06/01/2013 BENEDIKT, ANNA, L  
06/01/2013 CASTELLANOS, ANTONIO  
06/01/2013 MORALES, VERONICA, F  
06/01/2013 OWCZAREK, GERALDINE  
06/01/2013 PILA, LORI, M  
06/10/2013 AGUILAR, ISABEL  
06/10/2013 GALVEZ RODRIGUEZ, JOSE  
06/10/2013 SWEATMAN, TONI, C  
06/17/2013 ACOSTA, EDUARDO  
06/17/2013 GARCIA, MARLENE, M  
06/17/2013 RODRIGUEZ, THOMAS, M  
06/17/2013 UJEK, DONALD, J  
06/17/2013 UNZUETA, GRISELDA  
07/08/2013 ALVAREZ, JAIME  
07/08/2013 GASCA, ADRIAN  
07/08/2013 LUCZAK, MARK, D  
07/08/2013 MADDEN, WILLIAM, T  
07/08/2013 MCSHANE, SCOTT, C

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10/07/2013 DIMITROPOULOS, CAMILLE, C  
10/28/2013 KELLEY, STEVEN, D  
01/06/2014 DUFFEK, FRANK, J  
01/06/2014 MARQUEZ, ANDREW  
01/06/2014 SUMNER, CORINNA  
01/16/2014 ROBERTSON, DIANE  
02/25/2014 BARRY, PAUL, O  
02/25/2014 GRADY, DAVID, R  
02/25/2014 MEDINA, TIMOTHY, W  
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02/25/2014 TOKARZ, KENNETH  
03/26/2014 GARCIA, JUDITH  
04/22/2014 SWIATOWIEC, JUSTIN, M  
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05/01/2023 JANOSEK, MATTHEW  
05/01/2023 MOLARO, MARK  
05/01/2023 NOVOA, DAVID  
05/02/2023 GALVAN ACOSTA, MARIEL  
05/07/2023 REYES, CARMEN  
05/11/2023 BENITEZ, IRIS  
05/11/2023 DIAZ, ELYANA  
05/11/2023 GONZALEZ, JACQUELINE  
05/11/2023 OROZCO, AARON  
05/11/2023 OROZCO, ISIDRO  
05/15/2023 ARCE, JULIANA  
05/15/2023 ESTRADA, MAIRA  
05/15/2023 GORGAN, CHARLES  
05/15/2023 IBARRA-MORENO, ABELARDO  
05/15/2023 PURDY, BRYOR

## HUMAN RESOURCES

PAGE 17

DATE 8/17/23  
 TIME 11:13:09  
 HIRE DATE NAME

EMPLOYEES BY  
 HIRE DATE

TCHR97

LDONATO

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CORPORATE

05/15/2023 RAMIREZ, CHRISTIAN  
 05/15/2023 RAUZI, DANILO  
 05/18/2023 GIOVANNELLI, CHRISTOPHER  
 05/22/2023 HORODECKI, KAITLYN, E  
 05/22/2023 PIETURA, JOANNA  
 05/23/2023 BUSCEMI, COLETTE, M  
 05/23/2023 CARROLL, MAUREEN  
 05/23/2023 HARRIS, MICHAEL  
 05/23/2023 JELIC, JEANEY  
 05/23/2023 MARTINEZ, RAUL  
 05/23/2023 PANOZZO, NICHOLAS, L  
 05/30/2023 HEREDIA, ANDREW  
 05/30/2023 HEREDIA, ANTHONY  
 05/30/2023 MCCANN, RYAN, T  
 05/31/2023 LOPEZ, CYNTHIA  
 06/01/2023 BARRIENTOS, DELILAH  
 06/01/2023 GUTIERREZ, GALILEA  
 06/01/2023 ROJAS MONTES DE OCA, ISABELLA  
 06/02/2023 FLORES, ALEX  
 06/02/2023 FLORES, JULIAN  
 06/02/2023 MORELOS, ANTHONY  
 06/02/2023 RODRIGUEZ, DIANA  
 06/03/2023 ARCEO, AMIR  
 06/04/2023 DIAZ, DAVID  
 06/04/2023 FARIAS, LEONEL  
 06/04/2023 LOZANO, FRANKIE  
 06/05/2023 CERVANTES, STEVE  
 06/05/2023 DIAZ, SOPHIA  
 06/05/2023 GARCIA, BRAYAN  
 06/05/2023 HERRERA, HECTOR  
 06/05/2023 LOWERY, LUKE  
 06/05/2023 MERAZ, MANUEL  
 06/05/2023 MONTERO, JUAN DIEGO  
 06/05/2023 NIEVES, ANGELO  
 06/05/2023 PEREZ, JOEL  
 06/05/2023 TOVAR, ALEXIS  
 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  
 06/07/2023 RETANA, ERNESTO

DATE 8/17/23 HUMAN RESOURCES  
 TIME 11:13:09 EMPLOYEES BY  
 HIRE DATE NAME HIRE DATE

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 LDONATO

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CORPORATE

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  
 08/04/2023 RODRIGUEZ, MELQUISEDEC

Total Employees: 951  
 Estimated Payroll Salary: 1,653,344.11

NOTE: Hourly rates not included in estimated payroll salary



HUMAN RESOURCES  
 DATE 8/17/23  
 TIME 11:13:09  
 HIRE DATE NAME

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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 Community Assessment, Planning, and Action Process Overview Phase 1: Parent Survey**

### **What is the All Our Kids Network?**

- The AOK Network in Cicero is 1 of 12 state funded early childhood collaborations. Funded by the Illinois Department of Human Services to improve child and family outcomes and support the State's vision of Kindergarten readiness through collective impact and systems change.

### **Purpose of the Parent Survey:**

- Collect critical outcome data not available from other entities that relates to child impacts, child early success outcomes and family early success outcomes: Babies born healthy, young children are safe, healthy and developing positively, children are kindergarten ready from families in Cicero with children under the age of five.
  - Since Cicero is part of Suburban Cook County, it is not possible to get this information on Cicero specific families, even at the state level.
- To Assess for unique problems for each county or geographical area that can be addressed to improve family and child outcomes over multiple years
- The survey is anonymous and also available electronically
- The target audience is parents/caregivers of children birth to five that reside in Cicero

### **Data Collected:**

- Data collected is submitted to the University of Illinois Urban Champaign where the AOK data team will analyze and create a report for each AOK Network. This report is then utilized with other data collected to help guide our community work for the next 5 years.
- This data is aggregated data that will be shared publicly
- Parent Survey closes on September 8<sup>th</sup>

### **Community Outreach Plan:**

- Early Childhood Parent Ambassadors are trained to conduct the survey in the community. They will be surveying families at events we are signed up with and are collaborating with organizations and businesses to conduct surveys on their properties.
  - We would like to ask if we could attend Town Sponsored Events and conduct surveys in parks in order to maximize our outreach and meet our goal of over 1,000 surveys completed.
- The AOK Network Partner Organizations have agreed to survey families enrolled in their services.
- We have partnered with the Town of Cicero and Cicero Community Network to expand our reach of families
- We have asked representatives of District 99 if the survey can be sent out electronically to their families

# AOK Parents Survey

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

**Directions:** The AOK Network is asking for your help to better understand the needs and resources for parents and young children. We will ask question about your youngest child. The last set of questions ask about you and your family.

**All surveys are anonymous and confidential. Your participation is voluntary and you can stop anytime.**

**1. The survey asks questions for two age groups. If you have more than 1 child we want you to think about your youngest child.**

\* must provide value

- ☒ A caregiver with a child up to age 2  
☐ A caregiver of a child 2-5 years old

**2. What is your relationship for to the child you have answered for on this survey?**

- ☐ Parent  
☐ Stepparent  
☐ Guardian  
☐ Foster parent  
☐ Other

**3a. What is your current zip code?**

\* must provide value

**3b. What Illinois county do you live in?**

\* must provide value

**4. Did you have a check-up visit with your doctor after giving birth to your youngest child? (If you are not the mom, do you know if the child's mom had a follow-up visit with the doctor?)**

- ☐ Yes  
☐ No  
☐ Not sure

**5. Do you have a vehicle or access to public transportation?**

- ☐ Yes  
☐ No

**6. When your child rides in a car, truck, or van, how often do they ride in a car seat?**

- ☐ Never  
☐ Sometimes  
☐ Often  
☐ Always

**7. Do you know of a grocery store within 5 miles of your home?**

- ☐ Yes  
☐ No  
☐ Unsure

**8a. Was your youngest child ever breastfed or fed breast milk?**

- ☐ Yes  
☐ No  
☐ Unsure

**8b. If not breastfed or unsure, was your youngest child fed with formula?**

- ☐ Yes  
☐ No  
☐ Unsure

**8c. How old was your child when she/he was first fed anything other than breast milk or formula?**

- ☐ 0-2 months  
☐ 3-6 months  
☐ 7-9 months  
☐ 10-12 months  
☐ 12-15 months  
☐ Over 16 months

**9a. Is smoking allowed in your house?**

- ☐ Yes  
☐ No

**9b. Did you live with someone who smoked before your youngest child was born?**

- ☐ Yes  
☐ No

**9c. Do you live with someone who smokes now?**

- ☐ Yes  
☐ No

**10. Did your child have a wellness visit at a hospital after they were born?**

- ☐ Yes  
☐ No  
☐ Unsure

**11. Has your child been tested for lead levels at any checkup before age 6?**

- ☐ Yes  
☐ No  
☐ Unsure

**12. Did or does your child have any problems with their teeth growing in?**

- ☐ Yes  
☐ No  
☐ No teeth yet

**13. Is your child enrolled in a medical assistance program (Medicaid, CHIP, All Kids)?**

- ☐ Yes
- ☐ No
- ☐ Unsure

**14. Is your child covered by insurance (private-employer, public medical assistance, Obamacare)?**

- ☐ Yes
- ☐ No
- ☐ Unsure

**11. In which one position do/did you most often lay your baby down to sleep?**

- ☐ On their side
- ☐ On their back
- ☐ On their stomach

**12. How often do you read to your child?**

- ☐ Never/Rarely
- ☐ About once a month
- ☐ 1-2 times a week
- ☐ Most days
- ☐ Daily

**13a. Have you started to clean your child's teeth or gums yet?**

- ☐ Yes
- ☐ No
- ☐ Unsure

**13b. If your child is above 12 months old, how often do they eat sweets?**

- ☐ Never/Rarely
- ☐ About once a month
- ☐ 1-2 times a week
- ☐ Most days
- ☐ Daily

**Are you:**

- ☐ Married
- ☐ Divorced
- ☐ Widowed
- ☐ Separated
- ☐ Never married
- ☐ Member of an unmarried couple

**What is the highest grade or year of school that you have completed?**

- ☐ 8th grade or less
- ☐ Some high school
- ☐ High school diploma/GED



- ☐ Some college, 2 year degree or technical school
- ☐ Bachelor's degree
- ☐ Graduate or professional degree

**What is your race? (select one)**

- ☐ White or European American
- ☐ Black or African American
- ☐ American Indian or Alaska Native
- ☐ Asian or Asian American
- ☐ Native Hawaiian or Pacific Islander
- ☐ Multi-racial
- ☐ Other

**What is your ethnicity?**

- ☐ Hispanic or Latino
- ☐ Non-Hispanic or Non-Latino

Submit

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\* must provide value

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☐ Stepparent  
☐ Guardian  
☐ Foster parent  
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\* must provide value

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☐ No  
☐ Not sure

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- ☐ Yes  
☐ No

**6. When your child rides in a car, truck, or van, how often do they ride in a car seat?**

- ☐ Never  
☐ Sometimes  
☐ Often  
☐ Always

**7. Do you know of a grocery store within 5 miles of your home?**

- ☐ Yes  
☐ No  
☐ Unsure

**8a. Was your youngest child ever breastfed or fed breast milk?**

- ☐ Yes  
☐ No  
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**8c. How old was your child when she/he was first fed anything other than breast milk or formula?**

- ☐ 0-2 months  
☐ 3-6 months  
☐ 7-9 months  
☐ 10-12 months  
☐ 12-15 months  
☐ Over 16 months

**9a. Is smoking allowed in your house?**

- ☐ Yes  
☐ No

**9b. Did you live with someone who smoked before your youngest child was born?**

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☐ No

**9c. Do you live with someone who smokes now?**

- ☐ Yes  
☐ No

**10. Did your child have a wellness visit at a hospital after they were born?**

- ☐ Yes  
☐ No  
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**11. Has your child been tested for lead levels at any checkup before age 6?**

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☐ Unsure

**12. Did or does your child have any problems with their teeth growing in?**

- ☐ Yes  
☐ No  
☐ No teeth yet

**13. Is your child enrolled in a medical assistance program (Medicaid, CHIP, All Kids)?**

- ☐ Yes  
☐ No  
☐ Unsure



**14. Is your child covered by insurance (private-employer, public medical assistance, Obamacare)?**

- ☐ Yes
- ☐ No
- ☐ Unsure

**11. How often do you read to/look at picture books with your youngest child?**

- ☐ Never/Rarely
- ☐ About once a month
- ☐ 1-2 times a week
- ☐ Most days
- ☐ Daily

**12. How often did your youngest child eat fruits and/or vegetables in the past few weeks?**

- ☐ 1-2 times a week
- ☐ 2-4 times per week
- ☐ Once a day
- ☐ 2-4 times per day
- ☐ 5 or more times per day

**13a. In the past 7 days, did your child go to bed at the same time at night?**

- ☐ Always (7 times per week)
- ☐ Usually (5-6 times per week)
- ☐ Sometimes (2-4 times per week)
- ☐ Rarely (1 time per week)
- ☐ Never (0 time)

**13b. In the past 7 days, did your child sleep about the same amount each day?**

- ☐ Always (7 times per week)
- ☐ Usually (5-6 times per week)
- ☐ Sometimes (2-4 times per week)
- ☐ Rarely (1 time per week)
- ☐ Never (0 time)

**13c. In the past 7 days, did your child fall asleep alone in their own bed?**

- ☐ Always (7 times per week)
- ☐ Usually (5-6 times per week)
- ☐ Sometimes (2-4 times per week)
- ☐ Rarely (1 time per week)
- ☐ Never (0 time)

**14a. When did you start brushing your child's teeth?**

- ☐ Before 2 years old
- ☐ 2-3 years old
- ☐ 3 years and older
- ☐ Not sure

**14b. Does your child use toothpaste to brush their teeth?**

- ☐ Yes
- ☐ No
- ☐ Not sure

**14c. How often does your child brush their teeth?**

- ☐ Never/Rarely
- ☐ About once a month
- ☐ 1-2 times a week
- ☐ Most days
- ☐ Daily

**15. How often do you encourage your child to participate in physical activity?**

- ☐ Never/Rarely
- ☐ About once a month
- ☐ 1-2 times a week
- ☐ Most days
- ☐ Daily

**16. How often do you play outside with your child or do physical activity with your child?**

- ☐ Never/Rarely
- ☐ About once a month
- ☐ 1-2 times a week
- ☐ Most days
- ☐ Daily

**17. How often does your child stand up and move around for at least 60 minutes?**

- ☐ Never/Rarely
- ☐ About once a month
- ☐ 1-2 times a week
- ☐ Most days
- ☐ Daily

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**Are you:**

- ☐ Married
- ☐ Divorced
- ☐ Widowed
- ☐ Separated
- ☐ Never married
- ☐ Member of an unmarried couple

**What is the highest grade or year of school that you have completed?**

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- ☐ Some high school
- ☐ High school diploma/GED
- ☐ Some college, 2 year degree or technical school
- ☐ Bachelor's degree
- ☐ Graduate or professional degree

**What is your race? (select one)**

- ☐ White or European American
- ☐ Black or African American
- ☐ American Indian or Alaska Native
- ☐ Asian or Asian American
- ☐ Native Hawaiian or Pacific Islander
- ☐ Multi-racial
- ☐ Other

**What is your ethnicity?**

- ☐ Hispanic or Latino
- ☐ Non-Hispanic or Non-Latino

Submit



# 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



<https://redcap.healthinstitute.illinois.edu/surveys/?s=9HN98JWNWF7LFHCE>







August 15, 2023

RE: Breakthru Beverage Group Permit Request for Cicero Community Park walk

Dear Town of Cicero:

Breakthru Beverage Illinois is proud to support the American Heart Association (AHA) and their efforts for healthier communities. To go along with Breakthru's donations to AHA we will participate in a walk. Breakthru would like to host our 2023 Heart Walk at the Cicero Community Park. Details of the event are indicated below.

- **Who:** Breakthru Beverage Illinois, Breakthru is located across the street from the Community Park at 3333 S. Laramie Ave, Cicero, IL 60804
- **What:** Breakthru to host Heart Walk event for Breakthru employees to walk around the park for 2-hour
- **Where (Location Request):** Cicero Community Park (3400 S 53rd Ave, Cicero, IL 60804)
- **Date of Event:** Friday, September 22, 2023
- **Time:** 11:00 p.m. – 1:00 p.m.
- **Additional Comments about the Event:** Breakthru is requesting to bring our own balloon arch and folding table to the Community Park to welcome employees

Can we please request a special permit from the Town of Cicero to host our walk at the Cicero Community Park on 09/22/2023 for our employees?

If you require any additional information for this permit, please contact me.

Sincerely,

Lauren Sanchez

*Lauren Sanchez*

Lauren Sanchez  
HR Manager  
Phone: 708.298.3417  
3333 S. Laramie Ave. | Cicero, IL 60804  
[lsanchez@breakthrubev.com](mailto:lsanchez@breakthrubev.com)

**BREAKTHRU BEVERAGE GROUP**

3333 S. Laramie Ave • Cicero, IL 60804 • 708.298.3333

[www.BreakthruBev.com](http://www.BreakthruBev.com)



Jessica Jaramillo &lt;jjaramillo@thetownofcicero.com&gt;

---

**Permit needed? - Cicero Community Park Walk**

4 messages

**Sanchez, Lauren** <lsanchez@breakthrubev.com>

Tue, Aug 15, 2023 at 5:57 AM

To: "jjaramillo@thetownofcicero.com" &lt;jjaramillo@thetownofcicero.com&gt;, "mvilumis@thetownofcicero.com" &lt;mvilumis@thetownofcicero.com&gt;, "jmelendez@thetownofcicero.com" &lt;jmelendez@thetownofcicero.com&gt;

Good morning,

I work at Breakthru Beverage Illinois (3333 S. Laramie Ave, Cicero, IL) which is across the street from the Cicero Community Park. Our Company would like to have a 1-hour walk at the Cicero Community Park on Friday, 9/22/2023.

Do we need a permit or something else to have a 1-hour walk at the Cicero Community Park that day? Also, we will have a folding table and a balloon arch for the 1-hour to welcome employees to our walk, is that OK?

Thank you,

**Lauren Sanchez, HR Manager**

BREAKTHRU BEVERAGE GROUP

O 708.298.3417 F 833.616.4598

3333 S. Laramie Ave. | Cicero, IL 60804

lsanchez@breakthrubev.com

www.BreakthruBev.com



---

**Jackie Melendez** <jmelendez@thetownofcicero.com>  
To: "Sanchez, Lauren" <lsanchez@breakthrubev.com>

34

Tue, Aug 15, 2023 at 9:09 AM

Cc: "jjaramillo@thetownofcicero.com" <jjaramillo@thetownofcicero.com>, "mvilumis@thetownofcicero.com" <mvilumis@thetownofcicero.com>

Good morning,

Thank you for reaching out to our department, yes, you will need a special permit to hold your walk , you will need to submit a letter to our Town board, and will need 30 days in advance, please include the date, time and any specific details so the board can consider your request..

If you have any questions, please feel free to contact the Clerk's Office.

Thank you, have a great day.

Jackie

[Quoted text hidden]

Jackie Melendez

Assistant Administrative Clerk/Accounts Payable

---

**Sanchez, Lauren** <lsanchez@breakthrubev.com>

Tue, Aug 15, 2023 at 12:08 PM

To: Jackie Melendez <jmelendez@thetownofcicero.com>

Cc: "jjaramillo@thetownofcicero.com" <jjaramillo@thetownofcicero.com>, "mvilumis@thetownofcicero.com" <mvilumis@thetownofcicero.com>, "Fernandez, Gladys" <gfernandez2@breakthrubev.com>, "Johnson, Andrea" <ajohnson3@breakthrubev.com>, "Goodsell, Lynn" <lgoodsell@breakthrubev.com>

Hi Jackie,

Thank you for the quick reply. I've attached the letter for approval. Does emailing the letter suffice for what the Town needs or do I need to mail it to the Town of Cicero to your attention as well?

Thank you,



**Lauren Sanchez, HR Manager**

BREAKTHRU BEVERAGE GROUP

📞 708.298.3417 📠 833.616.4598

3333 S. Laramie Ave. | Cicero, IL 60804

**lsanchez@breakthrubev.com**

35




[www.BreakthruBev.com](http://www.BreakthruBev.com)



[Quoted text hidden]

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 **2023-08-15\_Town of Cicero Permit Request.pdf**  
587K

---

**Jackie Melendez** <jmelendez@thetownofcicero.com>

Tue, Aug 15, 2023 at 2:52 PM

To: "Sanchez, Lauren" <lsanchez@breakthrubev.com>

Cc: "jjaramillo@thetownofcicero.com" <jjaramillo@thetownofcicero.com>, "mvilumis@thetownofcicero.com" <mvilumis@thetownofcicero.com>, "Fernandez, Gladys" <gfernandez2@breakthrubev.com>, "Johnson, Andrea" <ajohnson3@breakthrubev.com>, "Goodsell, Lynn" <lgoodsell@breakthrubev.com>

This is perfect, thank you.

[Quoted text hidden]





Jessica Jaramillo <jjaramillo@thetownofcicero.com>

---

## Address Change - Northwestern Memorial Hospital

1 message

---

Sarah Jelic <sajelic@thetownofcicero.com>

Tue, Aug 15, 2023 at 5:42 PM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Hi Jessica,

The address on file is incorrect. Please update to:

Dept. 4698  
Carol Stream, IL 60122-4698

Thank you.

—

**Sarah Kusper, PHR**  
Town of Cicero  
Director  
Department of Human Resources  
708.656.3600 Ext. 441  
708.656.2575 Facsimile



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

To: Town Clerk – Maria Punzo-Arias

From:



Jeffrey Penzkofer  
Fire Chief  
Cicero Fire Department

Date: 08/14/23

Subject: Cicero Firefighters Local 717 – MDA Boot Days Request

---

Madam Town Clerk,

I am writing on behalf of the Cicero Firefighters Union Local 717 with regards to three (3) "Boot Days" they would like to conduct in support of the Muscular Dystrophy Association, otherwise known as the MDA. The Cicero Firefighters are requesting permission to hold their Boot Day drives on the first three Saturdays in the month of September. The exact dates are listed below:

September 2<sup>nd</sup>, 2023  
September 9<sup>th</sup>, 2023  
September 16<sup>th</sup>, 2023

The proposed intersections where these Boot Day collections would take place are:

Central Ave. & Cermak Rd. – Engine 1, Truck 2 and Ambulance F-15  
Central Ave. & 26<sup>th</sup> St – Engine 2 and Ambulance F-10  
Laramie Ave. & 31<sup>st</sup> St. – Engine 3, Truck 1 and Ambulance F-14

The Union would also like me to pass along the following notes:

Last year, the MDA Boot Day collections raised \$20,817 for that organization. Also, the MDA will provide safety signage that will be placed near the above-listed intersections to alert motorists. The members participating in the event would also be required to wear high-visibility reflective vests during the collection. If the Union should receive your approval, please let me know if you have any other requirements, recommendations and/or compliance they would need to implement in order to make this safe and effective for all parties. I look forward to your reply.



Jessica Jaramillo &lt;jjaramillo@thetownofcicero.com&gt;

---

**Cicero Firefighters Union Local 717 - MDA Boot Day Request**

1 message

---

**Greg Fithian** <gfithian@thetownofcicero.com>

Mon, Aug 14, 2023 at 12:37 PM

To: Maria Arias &lt;marias@thetownofcicero.com&gt;


Cc: Jessica Jaramillo &lt;jjaramillo@thetownofcicero.com&gt;, Jeff Penzkofer &lt;jpenzkofer@thetownofcicero.com&gt;

Maria,

I am sending you this on behalf of Cicero Fire Chief Jeffrey Penzkofer, regarding his request to allow the Cicero Firefighters Union Local 717 to hold three MDA "Boot Days" in the first three Saturdays in September. Attached is a letter that details the dates and locations of the Union's request. Thank you.

--  
**Deputy Chief**  
**Gregory Fithian**  
**Cicero Fire Department**  
5303 W. 25th St.  
Cicero, IL 60804  
**(708) 207-1366**

---

 **Maria Arias - MDA Boot Day Request Letter.pdf**  
536K



August 17, 2023

Maria A. Punzo-Arias  
Town Clerk  
4949 West Cermak  
Cicero, IL 60804

Dear Ms. Punzo-Arias,


Family Focus is reaching out to request the opportunity to table at the Town Hall and share the services and resources that Family Focus can provide to Town residents.

We would like to offer attendance at the Town twice a month on the 2<sup>nd</sup> and 3<sup>rd</sup> Tuesday of each month, from 10:00am - 3:00pm. We want to take this opportunity to be present in the community and promote our services.

Please let us know if you have any questions and procedures for next steps.

If you have any questions, please contact me at [mariana.osoria@family-focus.org](mailto:mariana.osoria@family-focus.org) or Maria Aguilar at [maria.aguilar@family-focus.org](mailto:maria.aguilar@family-focus.org).

Sincerely,

  
Mariana Osoria, MA  
SVP of Strategy, Policy & Equity





Maria Arias &lt;marias@thetownofcicero.com&gt;

---

**Letter requesting time at Town Hall**

2 messages

**Mariana Osoria** <Mariana.Osoria@family-focus.org>

Thu, Aug 17, 2023 at 3:41 PM

To: Maria Punzo &lt;marias@thetownofcicero.com&gt;, "bvargas@thetownofcicero.com" &lt;bvargas@thetownofcicero.com&gt;

Dear Clerk Punzo-Arias,

Please find our official request for tabling time at the town.

Let me know what next steps are and if we should plan to attend the board meeting on 8/22.

Thanks!

**Mariana Osoria, MA***Senior Vice President of Partnerships & Engagement*

Family Focus

310 S Peoria, Suite 301

Chicago, IL 60607

Ph: (312) 421-5200 ext 140

Cell: (773) 456-9411

www.family-focus.org

**Town of Cicero Tabling Request.pdf**

207K

**Maria Arias** <marias@thetownofcicero.com>

Thu, Aug 17, 2023 at 4:12 PM

To: Mariana Osoria &lt;Mariana.Osoria@family-focus.org&gt;

41

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

Hi Mariana - Received and noted for the August 22nd Board meeting. Please have a representative present in the event that board members have questions. Our meeting is scheduled to start promptly at 10:00 AM on August 22, 2023 and will be held at the Town of Cicero, 4949 W. Cermak Road, 1st Floor Council Chambers behind the receptionist. Parking is available behind the building. We look forward to seeing you there!

Maria

[Quoted text hidden]

--

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](mailto:marias@thetownofcicero.com)

Web: [www.thetownofcicero.com](http://www.thetownofcicero.com)

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

To: Town Clerk – Maria Punzo-Arias

From:



Jeffrey Penzkofer  
Fire Chief  
Cicero Fire Department

Date: 08/14/23

Subject: Red Feather / Community Chest of Cicero – Boot Day Request

---

Madam Town Clerk,

I am writing on behalf of the Red Feather / Community Chest of Cicero that would like to conduct a "Boot Day" collection drive on Saturday, October 21<sup>st</sup>, 2023.

John Kociolko and Denis Kowalewski run this organization. They have shown their gratitude to the Cicero Fire Department each year that we help them in this regard. This event is another great opportunity for the members of the Cicero Fire Department to help the Community Chest help those in need.

If the Cicero Fire Department and the Red Feather / Community Chest of Cicero should receive your approval, please let me know if you have any other questions or concerns. Thank you once again for your continued support, I look forward to your reply.



Jessica Jaramillo &lt;jjaramillo@thetownofcicero.com&gt;

---

**Red Feather / Community Chest of Cicero - Boot Day Request**

1 message

**Greg Fithian** <gfithian@thetownofcicero.com>

Mon, Aug 14, 2023 at 12:39 PM

To: Maria Arias &lt;marias@thetownofcicero.com&gt;

Cc: Jessica Jaramillo &lt;jjaramillo@thetownofcicero.com&gt;, Jeff Penzkofer &lt;jpenzkofer@thetownofcicero.com&gt;

Maria,

I am sending you this on behalf of Cicero Fire Chief Jeffrey Penzkofer, regarding his request to allow the Red Feather / Community Chest of Cicero to hold a "Boot Day" collection drive on Saturday, October 21st, 2023. Attached is a letter that details the request on behalf of the Red Feather / Community Chest of Cicero organization. Thank you.

—  
**Deputy Chief**  
**Gregory Fithian**  
**Cicero Fire Department**  
5303 W. 25th St.  
Cicero, IL 60804  
**(708) 207-1366**

**Maria Arias - Red Feather Boot Day Request.pdf**  
398K



To whom it may concern,

Greetings!

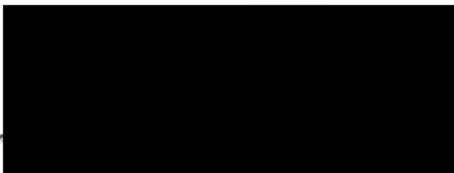
This is Jessica Harrell one of the nurses from MacNeal Hospital in Berwyn. Recently, I was approved for a Block Party/event on 53<sup>rd</sup> Ave for Sunday September 3<sup>rd</sup>, 2023 from 12pm-7pm. Due to limited parking around our neighborhood and considering neighbors having additional guest; I was wondering if we can please use one of your empty parking lots near the event?

The closets parking lot by the Permit Block Party, is on 33<sup>rd</sup> St and Laramie. I would graciously appreciate if we can use that parking lot from 12pm-9pm Sunday Sep 3<sup>rd</sup>, 2023.

I appreciate your time. If you have any questions or concerns, feel free to reach out to me.

Thank you!

Sincerely,



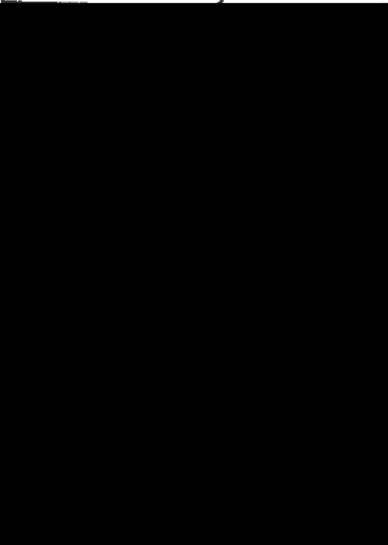
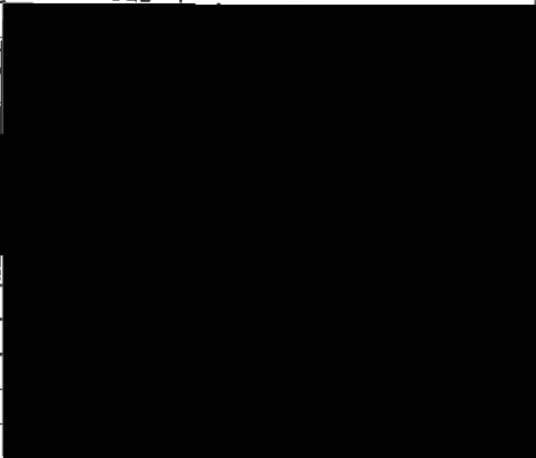
North west

**Jessica Harrell RN, BSN**  
Women's & Children's Nurse  
Quality and Safety Committee Chair



PREFERRED DATE FOR THE BLOCK PARTY: 8/28/23  
BACK UP DATES FOR THE BLOCK PARTY: 8/27/23  
ORGANIZER'S NAME: Kenneth Silva  
TELEPHONE NUMBER: [REDACTED] ADDRESS: 71 [REDACTED] (must be at least 21 years old)  
ENTERTAINMENT: (circle one) Band DJ RADIO [REDACTED]

WE, THE RESIDENTS OF THE 3800 BLOCK OF Lombard 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.  
(75% of the households in the designated location must sign the petition stating that they would like to  
hold the block party on the above date; use additional forms if necessary.)

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

Organizer's Signature: \_\_\_\_\_ Date: 8/9/23

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.

| ADDRESS<br>(LIST EVERY ADDRESS ON THE<br>BLOCK IN NUMERICAL ORDER)   | TELEPHONE NUMBER<br>OF THE HOUSEHOLD | SIGNATURE OF ONE<br>RESIDENT OF THE<br>HOUSEHOLD | DO YOU WANT A PARTY<br>ON THE ABOVE DAY?<br>(MARK YES, NO, NOT HOME OR<br>VACANT HOUSE) |
|--|--------------------------------------|--|---|
| [REDACTED]   | [REDACTED]                           | [REDACTED]                                       | yes   |
| <p>Town of Cicero<br/>4949 West Cermak Road<br/>Cicero, IL 60804<br/>(708)656-3600</p> <p>8/09/2023      Receipt: 012671912<br/>17:51:39      Cashier: LDON</p> <p>Received From: RONALDO SILVA</p> <p>PASSPORT FEES      250.00<br/>100-11-43051<br/>RONALDO SILVA<br/>[REDACTED]</p> <p>Credit Card Surcharge      4.37<br/>100-11-43100<br/>RONALDO SILVA<br/>3800 S. LOMBARD AVE</p> <p>Receipt Total . . :      254.37<br/>Amount Tendered :      254.37<br/>Change . . . . :      .00</p> <p>Payment Received: Charge:      4.37<br/>                                 Charge:      250.00</p> <p>Visa      4159<br/>Visa      4159</p> |                                      |  |   |
| 47   |                                      |  |   |



## TOWN OF CICERO

4949 WEST CERMAK • CICERO, ILLINOIS 60804

708.656.3600 • FAX 708.656.5801

LARRY DOMINICK

Town President

### BLOCK PARTY

#### HOLD HARMLESS AGREEMENT

Name of Organization or Resident:

RONALD SILVA

Address:

[REDACTED]

Date of Block Party:

8/28/23

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.

[REDACTED]

Signature of Resident or person representing the Organization

Date: 8/9, 2023



## Block Party Petition: 3800 S. Lombard Ave.

messages

Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Thu, Aug 10, 2023 at 10:28 AM

o: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Luis Gutierrez <lgutierrez1@thetownofcicero.com>, Maria Arias <marias@thetownofcicero.com>  
c: Jessica Jaramillo <jjaramillo@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\_3800\_Lombard\_Ave..pdf**  
1107K

boyle@thetownofcicero.com <tboyle@thetownofcicero.com>  
o: Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Thu, Aug 10, 2023 at 10:56 AM

No objections

Sent from my iPhone

> On Aug 10, 2023, at 11:28 AM, Lupita Diaz-Donato <ldonato@thetownofcicero.com> wrote:

>

>

[Quoted text hidden]

> <BlockPartyPermit\_3800\_Lombard\_Ave..pdf>

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

Thu, Aug 10, 2023 at 10:57 AM

Thank you!  
[Quoted text hidden]

Luis Gutierrez <lgutierrez1@thetownofcicero.com>  
o: Lupita Diaz-Donato <ldonato@thetownofcicero.com>  
c: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Maria Arias <marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Fri, Aug 11, 2023 at 2:39 PM

Ms. Diaz-Donato,

The Cicero Police Department does not have any objections regarding this Block Party request, however, this Block is shared with Berwyn which could also require their approval.

If you have any questions, please do not hesitate to contact me.

Luis M. Gutierrez  
1st Deputy Superintendent  
Cicero Police Department  
4901 West Cermak, Cicero, IL 60804  
Office - 708/652-2130 x 335 Cell - 708/329-9089

[Quoted text hidden]

---

**laria Arias** <marias@thetownofcicero.com>

Fri, Aug 11, 2023 at 9:53 PM

o: Luis Gutierrez <lgutierrez1@thetownofcicero.com>

c: Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Lupita Diaz-Donato <ldonato@thetownofcicero.com>, Nicole Chlada nchlada@thetownofcicero.com>, Thomas Boyle <tboyle@thetownofcicero.com>

1st Deputy Superintendent Gutierrez- you are correct. Lupita, they would have to bring us proof that the City of Berwyn has given them permission first; Otherwise, we cannot proceed with approving this request.

Maria

[Quoted text hidden]

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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**lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Mon, Aug 14, 2023 at 9:37 AM

o: Maria Arias <marias@thetownofcicero.com>

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

Good morning everyone,

Thank you, I have notified the block party organizer to bring proof of block party approval from Berwyn side.

Lupita

[Quoted text hidden]

---

**laria Arias** <marias@thetownofcicero.com>

Mon, Aug 14, 2023 at 1:07 PM

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

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

Great, thank you so much.

You can still add it to the next board meeting agenda, however, it will be approved ONLY contingent upon receiving approval from the City of Berwyn.

Maria

[Quoted text hidden]

## CICERO BLOCK PARTY APPLICATION/PETITION

PREFERRED DATE FOR THE BLOCK PARTY: September 3, 2023 Sun.

**BACK UP DATES FOR THE BLOCK PARTY:**

ORGANIZER'S NAME: Estela Velazquez AGE: 50 (must be at least 21 years old)  
TELEPHONE NUMBER: [REDACTED] ADDRESS: [REDACTED]

ENTERTAINMENT: (circle one) Band ☐ DJ ☐ RADIO ☐

ADRIANA CASTILLO

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 48 BLOCK OF 23 P1 REQUEST THE  
TOWN OF CICERO TO ISSUE A PERMIT TO HOLD A BLOCK PARTY ON Sat. Sept 3  
FROM 12:00 P.M. (NOON) TO 7:00 P.M. Sun.  
(75% of the households in the district have signed this petition)

(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.)

[illegible]

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: \_\_\_\_\_

Date: 08-15-23



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.

| ADDRESS<br>(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?<br>(MARK YES, NO, NOT HOME OR VACANT HOUSE) |
|---|-----------------------------------|--|---|
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | YES   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | YES   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | YES   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | for Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| [REDACTED]  | [REDACTED]                        | [REDACTED]                                 | Yes   |
| Town of Cicero<br>4949 West Cermak Road<br>Cicero, IL 60804<br>(708)656-3600        |                                   |  |   |
| 8/16/2023<br>18:58:40   | Receipt# 012674895<br>Cashier: JM |  |   |
| Received From: ESTELA VELASQUEZ   |                                   |  |   |
| ** REPRINT **   |                                   |  |   |
| BLOCK PARTY PERMIT<br>100-11-41040<br>ESTELA VELASQUEZ<br>BLOCK PARTY 4800 BLK 23PL |                                   | 250.00                                     |   |
| Receipt Total :   |                                   | 250.00                                     |   |
| Amount Tendered :   |                                   | 250.00                                     |   |
| Change . . . . :  |                                   | .00  |   |
| Payment Received: Cash  | \$2                               | 250.00                                     |   |





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:

Estela Velasquez

Address:

[REDACTED]

Date of Block Party: 09-03-23

Day of Week:

Domingo

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.

[REDACTED]

Signature of Resident or person representing the Organization

Date: 08-16, 20 23.



---

## Block Party Petition: 4800 S. 23rd Pl.

messages

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Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Thu, Aug 17, 2023 at 10:35 AM

to: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Maria Arias <marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Luis Gutierrez <lgutierrez1@thetownofcicero.com>

Good morning Superintendent Boyle,

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

Thank you,  
Lupita

--

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



BlockPartyPermit\_4800\_23rd\_Pl\_8.22.23.pdf  
1295K

---

Luis Gutierrez <lgutierrez1@thetownofcicero.com>

Thu, Aug 17, 2023 at 11:00 AM

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

cc: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Maria Arias <marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Good Morning,

The Police Department has reviewed the attached Block Party petition and we do not have any objections with granting this request.

If you have any questions, please do not hesitate to contact us.

Thank you.

Luis M. Gutierrez  
1st Deputy Superintendent  
Cicero Police Department  
4901 West Cermak, Cicero, IL 60804  
Office - 708/652-2130 x 335, Cell - 708/329-9089

[Quoted text hidden]

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Lupita Diaz-Donato <ldonato@thetownofcicero.com>

Thu, Aug 17, 2023 at 11:23 AM

to: Luis Gutierrez <lgutierrez1@thetownofcicero.com>

cc: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Maria Arias <marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Thank you!

[Quoted text hidden]

PREFERRED DATE FOR THE BLOCK PARTY: August 27  
 BACK UP DATES FOR THE BLOCK PARTY: \_\_\_\_\_  
 ORGANIZER'S NAME: Jorge Pedrasanta AGE: 42 (must be at least 21 years old)  
 TELEPHONE NUMBER: [REDACTED] ADDRESS: [REDACTED]  
 ENTERTAINMENT: (circle one) Band (DJ) RADIO

WE, THE RESIDENTS OF THE 4900 BLOCK OF 2457 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<br>(list every address on the block in<br>numerical order) | TELEPHONE<br>NUMBER OF<br>THE<br>HOUSEHOLD | SIGNATURE OF ONE RESIDENT<br>OF THE HOUSEHOLD | DO YOU WANT A BLOCK<br>PARTY ON THE ABOVE<br>DATE? (Mark yes, no, not<br>home or vacant house) |
|--|--|---|--|
| 245T   |  | House   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |
|  |  |   | yes  |

Organizer's Signature \_\_\_\_\_

Date: 8/10/2023

WE, THE RESIDENTS OF THE 4923 BLOCK OF 24<sup>th</sup> REQUEST THE TOWN OF CICERO TO ISSUE  
A PERMIT TO HOLD A BLOCK PARTY ON \_\_\_\_\_ FROM 12:00 PM (NOON) TO 7:00 PM.

| ADDRESS<br>(LIST EVERY ADDRESS ON THE<br>BLOCK IN NUMERICAL ORDER)  | TELEPHONE NUMBER<br>OF THE HOUSEHOLD | SIGNATURE OF ONE<br>RESIDENT OF THE<br>HOUSEHOLD | DO YOU WANT A PARTY<br>ON THE ABOVE DAY?<br>(MARK YES, NO, NOT HOME OR<br>VACANT HOUSE) |
|---|--------------------------------------|--|---|
| [REDACTED]  | [REDACTED]                           | [REDACTED]                                       | yes<br>yes  |
| [REDACTED]  | [REDACTED]                           | [REDACTED]                                       | Yes No one living there.  |
| [REDACTED]  | [REDACTED]                           | [REDACTED]                                       | yes<br>yes<br>yes<br>yes<br>yes   |
| [REDACTED]  | [REDACTED]                           | [REDACTED]                                       | yes<br>yes<br>yes<br>yes.   |
| <p>Town of Cicero<br/>4949 West Cermak Road<br/>Cicero, IL 60804<br/>(708)656-3600</p> <p>8/14/2023      Receipt: 012673169<br/>12:32:41      Cashier: JM</p> <p>Received From: JORGE PIEDRASANTA</p> <p>BLOCK PARTY PERMIT      250.00<br/>100-11-41040<br/>JORGE PIEDRASANTA<br/>BLK PARTY 4900 BLK 24S1</p> <p>Receipt Total :      250.00<br/>Amount Tendered :      250.00<br/>Change . . . . :      .00</p> <p>Payment Received: Cash :      250.00</p> <p>56</p> |                                      |  |   |



## TOWN OF CICERO

4949 WEST CERMAK • CICERO, ILLINOIS 60804

708.656.3600 • FAX 708.656.5801

LARRY DOMINICK

Town President

### BLOCK PARTY

#### HOLD HARMLESS AGREEMENT

Name of Organization or Resident:

George Piedrasanta

Address:

[REDACTED]

Date of Block Party:

8/27

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.

[REDACTED]  
Signature of Resident or person representing the Organization

Date: 8/10, 2023.



## Block Party Petition: 4900 W. 24th St

messages

**Lupita Diaz-Donato** <ldonato@thetownofcicero.com> Mon, Aug 14, 2023 at 3:05 PM  
To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Maria Arias  
marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Luis Gutierrez <lgutierrez1@thetownofcicero.com>

Good afternoon Superintendent Boyle,

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

Thank you,  
Lupita

--

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

 **BlockPartyPermit\_4900\_24th\_St\_8.22.23.pdf**  
1193K

**Luis Gutierrez** <lgutierrez1@thetownofcicero.com> Tue, Aug 15, 2023 at 9:25 AM  
To: Lupita Diaz-Donato <ldonato@thetownofcicero.com>  
Cc: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Maria Arias  
marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Good Morning,

The Police Department has reviewed the attached Block Party petition and we do not have any objections with granting this request.

If you have any questions, please do not hesitate to contact us.

Thank you.

Luis M. Gutierrez  
1st Deputy Superintendent  
Cicero Police Department  
4901 West Cermak, Cicero, IL 60804  
Office - 708/652-2130 x 335, Cell - 708/329-9089

[Quoted text hidden]

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

**AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACTUAL MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE TOWN OF CICERO, ILLINOIS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 717 FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the Cicero Fire Department (the "Department") plays an integral role in protecting the safety and welfare of Town residents and shielding property located within the Town from damage and destruction; and

WHEREAS, International Association of Firefighters Local 717 ("IAFF") is the sole and exclusive bargaining unit with respect to wages, hours, and other conditions of employment for all uniformed firefighters and lieutenants employed by the Department; and

WHEREAS, previously, the Town entered into a collective bargaining agreement (the "CBA") with IAFF, incorporated herein by reference; and

WHEREAS, the Town and IAFF desire to enter into a Contractual Memorandum Of Understanding And Agreement (the "MOU"), attached hereto and incorporated herein as Exhibit A, which modifies the CBA; and

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

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

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

## **ARTICLE I. IN GENERAL**

### **Section 1.00 Findings.**

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

### **Section 2.00 Purpose.**

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



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

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

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

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

**Section 4.00 Headings.**

The headings of the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this

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

**Section 5.00 Severability.**

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

**Section 6.00 Superseder.**

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

**Section 7.00 Publication.**

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

**Section 8.00 Effective Date.**

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

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) |     |    |        |         |
| <b>TOTAL</b>         |     |    |        |         |

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

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

**ATTEST:**

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

## **EXHIBIT A**

**CONTRACTUAL MEMORANDUM OF UNDERSTANDING & AGREEMENT**  
**BETWEEN**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 717 AND**  
**THE TOWN OF CICERO**

This memorandum of understanding is hereby made and entered into by and between the International Association of Fire Fighters Local 717 (hereinafter the Union), and the Town of Cicero (hereinafter the Employer).

The purpose of the Memorandum is to provide clarification and changes to current contract language. The parties are currently bound by Collective Bargaining Agreement from January 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 2029. The parties have met and collectively bargained modifications and clarifications to certain provisions of the existing collective bargaining agreement and by the adoption and ratification of this Contractual Memorandum of Understanding are hereby permanently modifying those CBA provisions. Therefore, it is mutually understood and agreed by and between the parties that:

1. The parties have met and bargained and agree that upon ratification of this MOU by both parties, Section 19.1(f) Par. 2 shall now state:

For all Firefighter/Paramedics, there shall be a seniority-based system of assigning Firefighter/Paramedics to "ALS" ambulances. This system shall take into account departmental seniority amongst the rank of Firefighter/Paramedic. Firefighter/Paramedics shall be assigned to and fill in on ALS Ambulances in reverse seniority order. The seniority-based system will take precedence when filling "ALS" ambulances except in the case of Overtime. If a vacant ambulance position needs to be filled through Overtime, guidelines set forth in Article X of the CBA will be followed.

Volunteer Firefighter/Paramedics hired prior to April 1<sup>st</sup>, 2020 that are assigned to an ambulance, through the seniority-based system, shall be paid an "out of class" amount of \$1.50 per hour. Furthermore, trade time between Firefighter/Paramedics that results in a Firefighter/Paramedic working for another Firefighter/Paramedic for less than a 24-hour time frame shall result in no additional cost to the Employer. For instance, Firefighter/Paramedic "A" agrees to a time trade to work for Firefighter/Paramedic "B" for a period of five hours that day. The Employer does not owe Firefighter/Paramedic "A" any "out of class" pay.

Management reserves all rights to adjust ambulance staffing based upon legitimate and reasonable departmental needs.

2. The parties currently do not have language in the CBA addressing any force backs or mandatory overtimes. The parties have met and bargained and agree that upon ratification of this MOU by both parties, there shall be a mandatory and force back language as follows:

A forced/ mandatory overtime list shall be established in reverse seniority with the least senior member being placed at the top of the list continuing to the most senior member. The forced / mandatory overtime list shall reset every January 1<sup>st</sup>. The purpose of this list is to provide clarification of who will be forced on mandatory overtime if no bargaining unit member accepts the overtime voluntarily pursuant to the overtime procedures contained within this CBA. If no member takes overtime voluntarily, then the member of the off-going shift who is highest on the list will be forced. A member who is forced will have his name then placed at the bottom of the list. No member has a right to refuse the mandatory force back / overtime unless one of the below conditions are met:

- A) The forced overtime will place him over 48 working hours.
  - B) The member is scheduled to be off on a vacation day, Kelly day, Trade day or Union Day.
  - C) The member is attending a Fire Department approved class.
3. The parties further agree that in the 2020-2029 CBA between the parties, the term "VEBA" is used to describe a post-retiree healthcare plan for bargaining unit members. The parties agree that the term "VEBA" shall also be synonymous with the term "115 Trust."
  4. The parties have met and bargained and agreed to fix the scrivener error/typo in the CBA as both parties at the time of bargaining intended the language to be the below language and that upon ratification of this MOU by both parties Section 19.4 A shall now state:
    - A. Each of the three (3) shifts shall be staffed by assigning a minimum of twenty-six (26) employees to the shift (i.e., a total of seventy-eight (78) bargaining unit employees).

5. Agreed to Kelly Day Language:

**ARTICLE XII - CHANGE OF DAYS AND HOURS**

The Town of Cicero shall continue to permit exchanging days (24-hour periods) or parts thereof between full-time employees of the Fire Department. Exchanges hereunder shall be permitted only in time periods of equal duration, and all such time periods (with the exception of Kelly Day trades) must fall within the same calendar year.

Additionally, employees within the same work shift shall be allowed to exchange Kelly Days. A Fire Fighter or Fire Fighter/Paramedic ("blue shirt") may work for a Lieutenant as long as the Fire Fighter or Fire Fighter/Paramedic has acted as Lieutenant before. A Lieutenant may work for a Fire Fighter or Fire Fighter/Paramedic as long as that Fire Fighter or Fire Fighter/Paramedic is in an acting Lieutenants position that day. Any such exchange must be approved by the Fire Chief or by the Assistant Fire Chief.

Employees on the same shift may also exchange Kelly Days within any 27 consecutive day period so long as no federal or state overtime violation occurs. In other words, Kelly Day trades may cross from one tier to another, so long as both trades are completed within this 27 consecutive day period. For example, a "C" tier in one block may trade up to the "B" tier in the next block. The traded Kelly Days shall be scheduled without moving to the other employee's place of work unless the Fire or Assistant Fire Chief determines for operational reasons that the employee move to the other employees place of work. A Fire Fighter or Fire Fighter/Paramedic (blue shirt) may work for a Lieutenant as long as the Fire Fighter or Fire Fighter/Paramedic has acted as Lieutenant before. A Lieutenant may work for a Fire Fighter or Fire Fighter/Paramedic as long as that Fire Fighter or Fire Fighter/Paramedic is in an acting Lieutenant's position that day. Kelly day trades can be between blue shirts and lieutenants regardless if they have acted in that capacity prior. Kelly Day trades do not have to fall within the same calendar year, however, due to annual scheduling adjustments that are made at the end of each year, some trade dates may not be immediately available. Management can manually process any Kelly Day trades affected by the closed calendar, once the schedule has been reopened for the new calendar year.

Employees must complete all paperwork in connection with all trades and obtain the approval of the Fire or Assistant Chief.



6. The parties agree that the below additional language shall be added to the current Article XII Change of Days and Hours:

A bargaining unit member shall be able to utilize multiple trades in a row upon approval of the Fire Chief or his designee for extenuating circumstances, family leave, hardship, or other good causes shown. However, triple trades will not be permitted.

7. Section 28.5 (Pulmonary Tests) and Appendix D (Pulmonary Test Agreement) of the current CBA will be eliminated and replaced with the following Section:

**Section 28.5 Pulmonary Tests**

The Parties recognize that the Town is obligated to administer pulmonary function tests to employees to safeguard their health and safety ("Test"). These Tests shall be conducted in accordance with Department of Labor ("DOL") and Occupational Safety and Health Administration ("OSHA") standards. The Town shall contract with an outside vendor that is appropriately licensed and certified ("Approved Vendor"). The following Test procedures shall apply:

- A. Employees that are required to wear tight fitting respirators and/or self-contained breathing apparatus ("SCBA") and are expected to perform interior structural fire fighting shall receive an annual Test administered by the Town's Approved Vendor.
- B. The Test shall include the following: (a) the completion of a medical questionnaire or an initial medical examination that obtains the same information contained on the questionnaire in accordance with 29 C.F.R. § 1910.134(e); and (b) the completion of a medical procedure that measures the employee's forced vital lung capacity (FVC).
- C. If the employee satisfactorily completes the requirements set forth in paragraph two (2) above, the employee shall be allowed to return to work and perform all the job duties and responsibilities of his or her position.
- D. If the employee does not satisfactorily complete the requirements set forth in paragraph two (2) above, that employee shall immediately be removed from his duties, and either placed on light duty or administrative leave with pay. If placed on light duty, Section 16.3 of the CBA will govern. If placed on paid administrative leave, management shall have discretion as to the length of time on such leave.

- E. The employee shall remain off duty until the employee obtains written authorization that the employee has the physical ability to wear a tight fitting respirator and/or SCBA and can physically perform assigned duties during emergencies, including, but not limited to, interior structural firefighting per OSHA standards by either: (a) the Approved Vendor's pulmonologist; or (b) the employee's own physician or other licensed health care professional ("PLHCP").
8. By the signing of this MOU, the Union agrees to withdraw, with prejudice, the following grievances: (a) Grievance No. 23-03 (Brendan Murphy); and (b) Grievance No. 23-01 (Noah Buckley).
9. Union agrees to the Buckley Grievance settlement; OSHA questionnaire to be attached to the CBA.

This Memorandum of Understanding will take effect upon the signature of the Union and the Employer and shall be added to all subsequent Collective Bargaining Agreements between the Union and the Employer as the status quo and fully enforceable and grievable provision of the Collective Bargaining Agreement.

  
Pat Sammon, President Local 717

Date: 7-19-2023

\_\_\_\_\_  
Larry Dominick, Pres. Town of Cicero

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



**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

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1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 - Facsimile (708) 222-7001  
[www.dlglawgroup.com](http://www.dlglawgroup.com)

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□ MEMORANDUM □

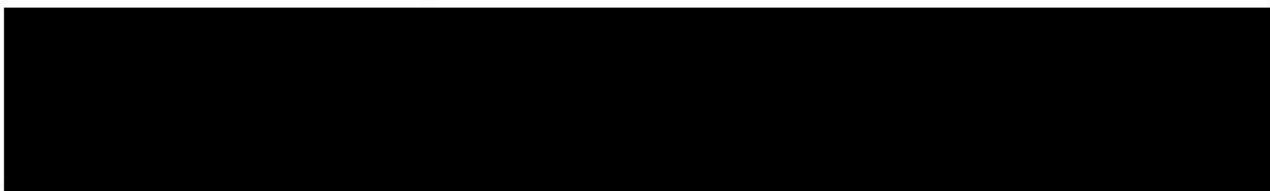
PLEASE BE ADVISED THAT THE SUBSTANCE OF THIS ATTORNEY-CLIENT CORRESPONDENCE CONCERNS PENDING LEGAL SETTLEMENT AGREEMENT. THEREFORE, IT IS A PROPER SUBJECT FOR DISCUSSION IN CLOSED SESSION UNDER THE ILLINOIS OPEN MEETINGS ACT. THIS DOCUMENT ALSO CONTAINS MATTERS WHICH ARE SUBJECT TO THE ATTORNEY-CLIENT WORK-PRODUCT PRIVILEGE AND, THEREFORE, IT NEED NOT BE DISCLOSED UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT.

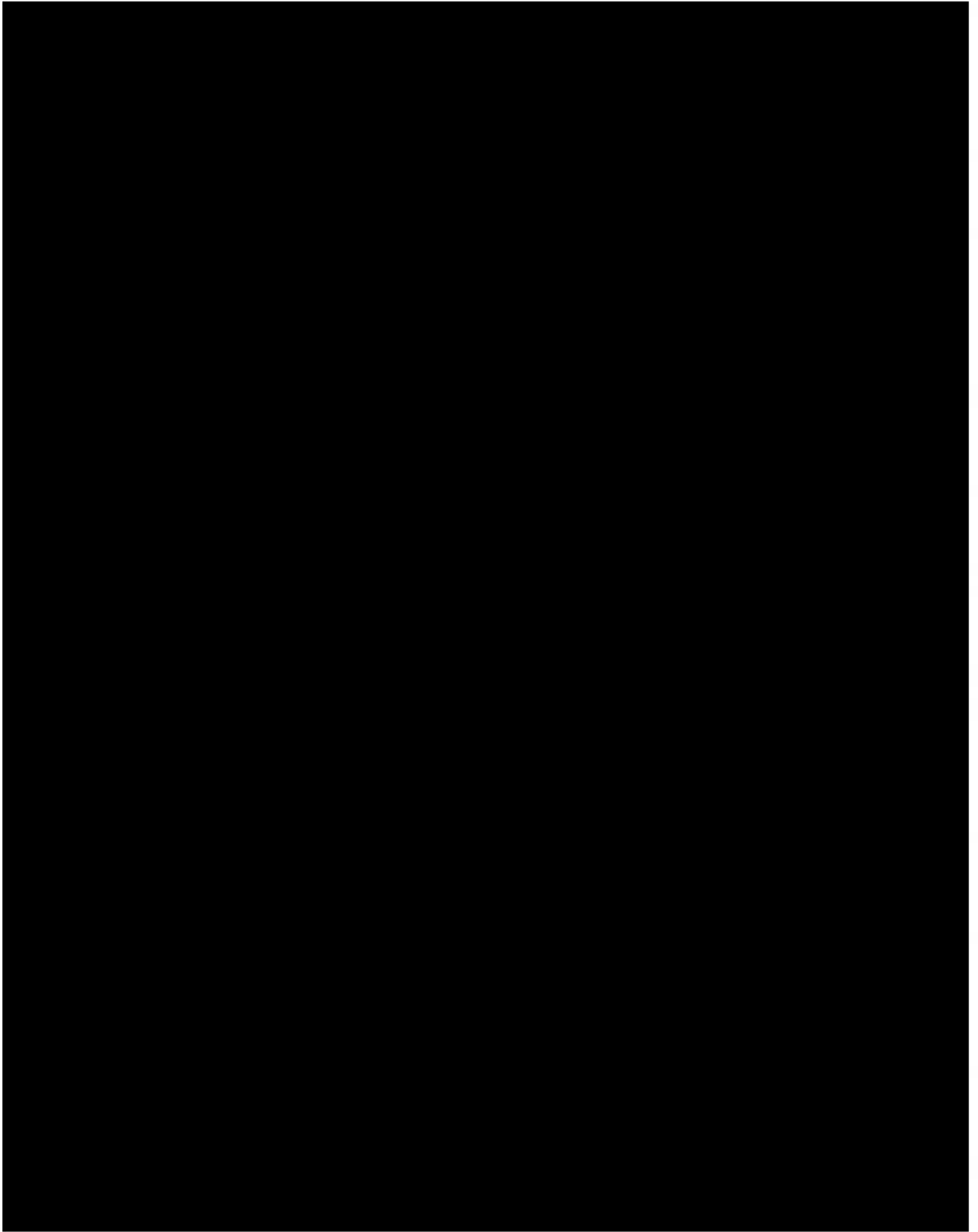
To: Board of Trustees of the Town of Cicero  
Town President Larry Dominick

Re: Approval of Memorandum of Understanding with the  
International Association of Firefighters Local 717 amending the Parties'  
Collective Bargaining Agreement

Date: August 2, 2023

From: James G. Ciesil, Esq.  
Del Galdo Law Group, LLC







24

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY  
COMMONLY KNOWN AS 5200 WEST 26<sup>TH</sup> STREET, 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 SPECIAL USE PERMIT FOR THE PROPERTY  
COMMONLY KNOWN AS 5200 WEST 26<sup>TH</sup> STREET, CICERO, ILLINOIS**

WHEREAS, the property located at 5200 West 26<sup>th</sup> Street, Cicero, Illinois (the "Subject Property") is located in the Industrial Commercial zoning district ("IC") in the Town of Cicero (the "Town"); and

WHEREAS, Mario Gonzales, Sr. and Mario Gonzales, Jr. (the "Applicants") seek to operate a Mexican cuisine restaurant at the Subject Property (the "Proposed Use"); and

WHEREAS, the Unified Development Code of 2023 (the "UDC") as adopted by the Town stipulates that restaurants require a special use permit in the IC zoning district (the "Zoning Relief"); and

WHEREAS, the Applicants therefore submitted a request to the Town for the Zoning Relief; and

WHEREAS, the Town's the Planning and Zoning Commission (the "PZC") held a public hearing (the "Hearing"), pursuant to proper notice, on the Applicants' request for the Zoning Relief; and

WHEREAS, the PZC recommended granting the Zoning Relief and approved the recommendation to the Town Board that the Zoning Relief be granted on August 9, 2023 (the "Findings and Recommendation"), and a copy of the Findings and Recommendation is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in light of the foregoing, the Board of Trustees of the Town (the "Town Board") has determined that it is in the best interests of the Town to grant the application for Zoning Relief, subject to the conditions set forth in the Findings and Recommendation;

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 Special Use Permit; Conditions. The Town Board concurs with and adopts the Findings and Recommendation and, in accordance with the findings and conclusions stated therein, hereby grants the requested the Zoning Relief, subject to the conditions contained 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, except as set forth in the UDC.

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 OF THE ZONING BOARD OF APPEALS**

**RE: 5200 West 26<sup>th</sup> Street, Cicero, Illinois (the "Subject Property")**

### **GRANT OF SPECIAL USE PERMIT**

On August 9, 2023 the Planning and Zoning Commission ("PZC") of the Town of Cicero (the "Town") recommended granting a special use permit for the Subject Property related to the operation of a restaurant (the "Proposed Use"), based on the following:

1. Mario Gonzales, Sr. and Mario Gonzales, Jr. (the "Applicants") seek to operate a restaurant at a portion of the Subject Property; and
2. Pursuant to the provisions of the Unified Development Code of 2023, as amended (the "UDC") and the Code of Ordinances of the Town of Cicero, the Proposed Use may be allowed as a special use in the Industrial Commercial District ("IC"); and
3. Accordingly, the Applicants submitted a request to the Town seeking a special use permit (the "Zoning Relief") for the Subject Property to operate the Proposed Use; and
4. In accordance with the Illinois Compiled Statutes and the UDC, notice of the public hearing (the "Hearing") regarding the Applicants' requested Zoning Relief was published in one or more newspapers published in the Town; and
5. At the Hearing, the Applicants provided credible evidence establishing that: (a) the Applicants intend to operate a portion of the Subject Property as a Mexican cuisine restaurant serving breakfast, lunch, and dinner; (b) the remainder of the building is and will continue to be used by the Subject Property owner as a commercial bakery; (c) there will be fifteen (15) spaces for restaurant patrons in the front of the building which meets the UDC's parking requirements for the Proposed Use; (d) that the Subject Property owner will restrict the rear parking lot to employees only and enforce such restrictions utilizing a licensed and bonded towing company; and (e) that all restaurant deliveries will be made through the rear of the building; and
6. In light of the above, the PZC found that granting the 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; and
7. Furthermore, in light of the above, the Applicants established the following: (a) the Zoning Relief will not negatively alter the essential character of the locality; (b) the Zoning Relief will not endanger the public safety; and (c) the Zoning Relief will

not be detrimental to the public welfare or injurious to other property or improvements.

### **CONCLUSION; CONDITIONS**

The Applicants provided evidence that the requested 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 Zoning Relief, subject to the following conditions:

- (1) That all employees park in the rear of the building;
- (2) That the Subject Property owner install employee only parking signs in the rear parking lot and enforce such restrictions utilizing a towing company that is licensed and bonded in the Town of Cicero;
- (3) That all restaurant deliveries are made through the rear of the building.

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Jessica Jaramillo, Chair

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

**AN ORDINANCE GRANTING A PARKING VARIANCE FOR THE PROPERTY  
COMMONLY KNOWN AS 6007-6009 WEST CERMAK ROAD, CICERO, ILLINOIS**

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

**Date of Publication: \_\_\_\_\_**

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

**AN ORDINANCE GRANTING A PARKING VARIANCE FOR THE PROPERTY  
COMMONLY KNOWN AS 6007-6009 WEST CERMAK ROAD, CICERO, ILLINOIS**

WHEREAS, the property located at, 6007-6009 West Cermak Road, Cicero, Illinois (the “Property”) is located in the Business Corridor- Auto Oriented zoning district (“BC-A”) in the Town of Cicero (the “Town”); and

WHEREAS, Jose Mendoza and Benita Correa (the “Applicants”) seek a parking variance to reduce the number of required off-street parking spaces from forty-nine (49) to forty-four (44) (the “Zoning Relief”) in connection with the operation of a special events hall (the “Proposed Use”) at the Property; and

WHEREAS, pursuant to the provisions of the Unified Development Code of 2023 (the “UDC”), the Proposed Use is a permitted use; and

WHEREAS, the UDC requires forty-nine (49) off-street parking spaces for the Proposed Use; and

WHEREAS, the Applicants have two (2) off-street parking spaces available at the Property and have procured leases for forty-two (42) additional parking spaces at nearby parking lots; and

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

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

WHEREAS, based on the testimony given at the Hearings, 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 the conditions contained therein (collectively, the “Findings and Recommendation”); and

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

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

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

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

Section 2. Grant of the Zoning Relief; Term; Conditions. The Findings and Recommendation are hereby adopted. The Town Board concurs with the Findings and Recommendation and, in accordance with the findings and conclusions stated therein, hereby grants the Zoning Relief and allows for the operation of the Proposed Use at the Property, subject to any conditions specified by the PZC set forth in the Findings and Recommendation. The term of the Zoning Relief shall be until the Applicants transfer, lease or otherwise assign their interest in the Property, and upon the occurrence of any of those transactions, the Zoning Relief granted hereunder shall terminate, except as set forth in the Unified Development Code of 2023 ("UDC").

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 OF THE ZONING BOARD OF APPEALS**

**RE: 6007-09 West Cermak Road, Cicero, Illinois (the “Subject Property”)**

### **GRANT OF PARKING VARIANCE**

On July 12, 2023, the Planning and Zoning Commission (the “PZC”) of the Town of Cicero (the “Town”) recommended granting a parking variance to operate a special events hall at the Subject Property based on the following:

1. Jose Mendoza and Benita Correa (the “Applicants”) seek to operate a special events hall (the “Proposed Use”) at the Subject Property. The Subject Property is located in the Business Corridor- Auto Oriented zoning district (“BC-A”); and
2. Pursuant to the provisions of the Unified Development Code of 2023 (the “UDC”) the Proposed Use is a permitted use; and
3. The UDC requires forty-nine (49) off-street parking spaces for the Proposed Use; and
4. The Subject Property has two (2) existing off-street parking spaces for the Proposed Use; and
5. Accordingly, the Applicant submitted an application to the PZC seeking a parking variance (the “Zoning Relief”) in connection with the operation of the Proposed Use at the Subject Property; and
6. In accordance with the Illinois Compiled Statutes and the UDC, notice of the public hearing before the PZC regarding the Zoning Relief was published in one or more newspapers published in the Town; and
7. A hearing was held on July 12, 2023 (the “Hearing”), and the Applicants provided credible evidence establishing that: (a) the Applicants intend to open a special event space at the Subject Property; (b) that the Applicants have procured a lease for twenty (20) parking spaces from a nearby bank, and agree to abide by the hours set forth in the lease for parking; (c) that the Applicants have also procured a lease for twenty-two (22) additional parking spaces at a nearby parking lot; and (d) the Applicants are willing, as a condition of any zoning relief granted, to pay the annual administrative fee of \$250.00 and the parking impact fee for five (5) spaces with all fees to be assessed annually upon business license renewal; and
8. As conditions of the Zoning Relief (the “Conditions”), the Applicants shall be required to:
  - a. Pay the annual administrative fee and the annual parking impact fees for five

- (5) parking spaces.
  - b. Construct the Proposed Use in substantial compliance with the plans submitted to the PZC.
  - c. Provide copies of the leases for the additional off-street parking spaces annually to the Town. The Applicants shall limit their use of the parking lot for the bank parking lot to hours during which the bank or any business thereafter owning or operating the parking lot is not open for business. Failure to maintain such leases and to abide by the restriction of the parking hours shall result in the termination of this variance.
9. Furthermore, in light of the above, the Applicant established the following: (a) the Zoning Relief will not negatively alter the essential character of the locality; (b) the Zoning Relief will not endanger the public safety; and (c) the Zoning Relief will not be detrimental to the public welfare or injurious to other property or improvements.

#### **CONCLUSION; CONDITION**

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

---

Jessica Jaramillo, Chair

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

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN  
QUOTE FROM AIR ONE EQUIPMENT, INC. FOR THE PURCHASE OF  
A FIREHOSE FOR THE TOWN OF CICERO, COUNTY OF COOK,  
STATE OF ILLINOIS.**

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

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

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

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

WHEREAS, Air One Equipment, Inc. ("Air One") has provided the Town with a certain quote (the "Quote"), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby Air One will provide the Town's Fire Department (the "Fire Department") with a new firehose and related equipment (the "Equipment"); and

WHEREAS, the Town's Fire Chief has recommended approval of the Quote for the Equipment; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment as set forth in the Quote;

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

## **ARTICLE I. IN GENERAL**

### **Section 1.0 Findings.**

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

### **Section 2.0 Purpose.**

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

## **ARTICLE II. AUTHORIZATION**

### **Section 3.0 Authorization.**

The Town Board hereby authorizes and approves the purchase of the Equipment as set forth in the Quote and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and

countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Equipment 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) |     |    |        |         |
| <b>TOTAL</b>         |     |    |        |         |

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

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

**ATTEST:**

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

## **EXHIBIT A**





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

To: Town Clerk – Maria Punzo-Arias

From:

Jeffrey Penzkofer  
Fire Chief  
Cicero Fire Department

Date: 08/14/23

Subject: New Supply and Attack Fire Hose Purchase Request – Cicero Fire Department

---

Madam Town Clerk,

I am writing to request the purchase of new supply and attack fire hose for the Cicero Fire Department. Attached to this letter is a quotation from Air One Equipment, Inc. in the amount of \$18,034. The badly needed supply and attack hose listed in this quotation will serve to replace old and aging fire hose and will be placed on our most recently purchased fire apparatus.

Please feel free to reach out to me directly with any questions or concerns regarding the attached quotation. If the Cicero Fire Department should receive your approval, we will then move forward with the purchase of the fire hose as is listed in the quote. Thank you once again for your continued support, I look forward to your reply.



360 Production Drive  
South Elgin, IL 60177  
Phone: 847-289-9000  
Fax: 847-289-9001  
Email: airone@aoe.net

# **QUOTATION**

VALID FOR 30 DAYS.

| Date      | Quote # |
|-----------|---------|
| 8/12/2023 | 28314   |

|   |
|---|
| <b>Sold To</b>  |
| CICERO FIRE DEPT.<br>5303 WEST 25TH STREET<br>CICERO, IL 60804-3435 |

|  |
|--|
| <b>Ship To</b>   |
| CICERO FIRE DEPARTMENT<br>A/C JOHN MILLER<br>5303 WEST 25TH STREET<br>CICERO, IL 60804 |

| PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE. |   | Quoted By | P.O. No. | Terms    | Salesman |
|---|---|-----------|----------|----------|----------|
|   |   | JG        |          | Net 45   | JG       |
| Item  | Description   | Qty       | Cost     | Amount   |          |
| HFX40X50R40SZ   | SNAP-TITE HOSE: HFX 4" X 50' RED RUBBER LARGE DIAMETER HOSE             | 12        | 549.00   | 6,588.00 |          |
| FS17X50R15NZ  | SNAP-TITE HOSE: PONN SUPREME 1.75" X 50' RED DOUBLE JACKET ATTACK HOSE  | 12        | 216.50   | 2,598.00 |          |
| FS25X50C25NZ  | SNAP-TITE HOSE: PONN SUPREME 2.5" X 50' WHITE DOUBLE JACKET ATTACK HOSE | 28        | 316.00   | 8,848.00 |          |
|   | FREE STENCILING   |           |          |          |          |

**Freight charges are added when invoiced unless otherwise noted.**

3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.

**Subtotal** \$18,034.00

**Sales Tax (0.0%)** \$0.00

**DO NOT PAY- INVOICE TO FOLLOW**

**Total** \$18,034.00

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

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AN AGREEMENT WITH JOANNA KLONSKY COMMUNICATIONS STRATEGIES, INC. TO PROVIDE COMMUNICATIONS SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to effectively communicating with Town residents, businesses, and media outlets; and

WHEREAS, the Corporate Authorities recognize the need for a third-party vendor to provide communication strategy services to the Town (the “Services”); and

WHEREAS, Joanna Klonsky Communications Strategies, Inc. (“JKCS”) has provided the Corporate Authorities with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, setting forth such terms, covenants and conditions under which JKCS will provide the Services to the Town; and

WHEREAS, the Corporate Authorities find that it is necessary for conducting Town business and the effective administration of government that the Town approve, enter into, and execute 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 the Agreement for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

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

## **ARTICLE I. IN GENERAL**

### **Section 1.0 Findings.**

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

### **Section 2.0 Purpose.**

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

## **ARTICLE II. AUTHORIZATION**

### **Section 3.0 Authorization.**

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

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

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

#### **Section 4.0 Headings.**

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

#### **Section 5.0 Severability.**

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

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

**Section 6.0    Superseder.**

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

**Section 7.0    Publication.**

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

**Section 8.0    Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

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

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

**ATTEST:**

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

## **EXHIBIT A**



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement"), made as of the date of the signatures below ("Effective Date"), is hereby entered into between:

- *The Town of Cicero* ("Client"), an Illinois municipality; and
- *Joanna Klonsky Communication Strategies, Inc.* ("Contractor") an Illinois Corporation with its principal place of business at 1515 S. Prairie Ave., Unit #1217, Chicago, IL 60605.

Each referred to as a "Party" individually and the "Parties" collectively.

WHEREAS, Client desires to engage Contractor to provide communications and messaging strategy services and Contractor desires the same.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

### § 1 – Services, Term, and Authority

#### A. ENGAGEMENT AND RELATIONSHIP BETWEEN PARTIES

The Client hereby engages the Contractor and the Contractor hereby accepts engagement by the Client subject to the terms and conditions contained in this Agreement. The Parties hereby agree that the Contractor will perform Services (as that term is defined below) under this Agreement as an independent contractor. Contractor shall retain complete control over the how, when, and where they perform the Services. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Additionally, nothing in this Agreement shall create any obligation between either Party or any third party.

#### B. TERM AND SERVICES

The Term of this Agreement shall begin on August 22, 2023 and end on July 31, <sup>2024</sup>~~2023~~. During the Term, Client agrees to engage Contractor to render the following services ("Services"):

- i. Media relations support
- ii. Development of talking points
- iii. Earned media and pitches
- iv. Assisting with media requests
- v. Media events/briefings
- vi. Preparation of principals/spokespersons and surrogates
- vii. Rapid response communications
- viii. Development of paid media strategy and assets, including direct mail, targeted digital advertising, and radio advertising.

Contractor is specifically authorized to sub-contract as necessary to render the Services including, *inter alia*, enlisting the services of **SJL Communications and Demeter Media**.

C. AUTHORITY

Contractor shall not have the actual or implied authority to (1) negotiate and bind Client to contracts; nor (2) speak on behalf of the Client unless expressly directed to do so in writing by the Client

D. HOURS CAP

Contractor's shall devote as many hours as reasonably deemed necessary to delivering the Services.

**§ 2 – Compensation**

A. MONTHLY FEE

Client hereby agrees to pay Contractor a Monthly Fee of twelve thousand dollars (\$12,000) ("Monthly Fee") in consideration for Contractor's performance of the Services described above.

**The Monthly Fee shall be owed separate and independent from any expenses incurred or necessary to render the Services, including, inter alia, advertisement purchases which Client may direct Contractor or associated sub-contractors to make.**

B. OVERTIME BILLING

Contractor shall not be entitled to overtime billing under this Agreement.

C. CRISIS-MANAGEMENT BILLING

Should the Client request Contractor perform Services outside of normal business hours in response to an emergency and (ii) Contractor, in their sole discretion, accepts this request, and should such Services utilize an inordinate amount of Contractor's time, Client and Contractor will set forth remuneration terms as mutually agreed in writing at later date for such crisis management.

D. REIMBURSEMENT FOR EXPENSES

Client shall reimburse Contractor for all reasonable expenses incurred during the performance of Services, including, but not limited to, a photography, video, printing, automobile mileage, coach airfare, coach train fare, taxis, standard hotel rooms, postage, copying, and printing. Any travel expenses which require calculation will be done so according to the Internal Revenue Service's rate for business travel.

Reimbursable expenses will not exceed \$100 in a given calendar month unless approved in advance by Client in writing.

**The expenses associated with any advertisement purchases are specifically contemplated as being expenses expected to be incurred in the course of rendering the Services and separate from any and all fees actually owed to Contractors.**

E. INVOICES

Contractor shall provide notice of, and issue, invoices to Client on a monthly basis consisting of:

- i. The Monthly Fee; and
- ii. Expenses incurred in the previous month, if any;

Invoices shall be paid by check or other method agreed to by the Parties within thirty (30) days of Client's receipt. Failure to make payment within thirty (30) days shall be considered a material breach of, and default upon, this Agreement entitling Contractor to the remedies described in § 6.

### **§ 3 – Confidentiality and Non-Disclosure**

#### **A. DEFINITION OF CONFIDENTIAL INFORMATION**

"Confidential Information" shall include all material non-public commercially valuable information, written or oral, disclosed, directly or indirectly, through any means of communication by one Party, or any of its affiliates or representatives, to the other Party.

#### **B. CONFIDENTIAL INFORMATION EXCLUSIONS**

The foregoing definition of Confidential Information does not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the disclosing Party; (b) learned or discovered independently by the disclosing Party through lawful means outside their performance under this Agreement; or (c) is disclosed to the disclosing Party with explicit intention that the Confidential Information be published.

#### **C. CONFIDENTIALITY OBLIGATION**

The Parties mutually covenant to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the Parties or the Client. The Parties shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Parties shall not, without prior written approval the subject of the non-public information, publish, copy, or otherwise disclose to others any Confidential Information.

Notwithstanding the foregoing, Contractor hereby acknowledges and agrees that the Client is a body of local government and therefore subject to the Illinois Freedom of Information Act (the "Act") 5 ILCS 140/1 *et seq.*) and is required by Illinois law to release public records under certain conditions pursuant to the Act. The Contractor understands that the Client's obligations under the Act, and any other state or federal law regarding the release of information or records, even if such information or records are deemed confidential by Contractor, shall in no way be deemed a breach of this Agreement.

#### **D. PERMISSIBLE USES OF CONFIDENTIAL INFORMATION**

Notwithstanding § 3 (C), the Parties shall be permitted to disclose Confidential Information to employees, counsel, and other professional advisors to the extent necessary to perform under this Agreement, provided that such persons are subject to confidentiality obligations substantially similar to the obligations of this Section.

#### **E. RETURN OF CONFIDENTIAL INFORMATION**

Upon termination of this Agreement, each Party shall return all Confidential Information to the other Party, regardless of the form in which it appears or is stored (including information stored on tapes,

computer discs, compact discs or other media).

F. DURATION

The provisions of § 3 shall survive the termination of this Agreement and remain in force indefinitely or until amended by the Parties.

#### **§ 4 – Intellectual Property and Protected Works**

##### **A. PROTECTED WORKS AND INTELLECTUAL PROPERTY RIGHTS**

The term “Protected Works,” as used in this Agreement, includes any and all works of authorship, inventions, discoveries, processes, machines, manufactures, compositions of matter, formulas, techniques, computer programs, systems, software, source code, firmware, object code, hardware systems, mask works, trade secrets, proprietary information, schematics, flow charts, databases, customer lists, marketing plans, product plans, business strategies, financial information, forecasts, trademarks, service marks, brand names, trade names, compilations, documents, data, notes, reports, findings, recommendations, designs, drawings, sketches, notebooks, ideas, concepts, technical data and/or training materials, and improvements to or derivatives from any of the above, whether or not patentable, or subject to copyright or trademark or trade secret protection, which is created, designed, developed, produced, conceived of, or otherwise delivered by the Contractor to the Client pursuant to the Contractor's performance under this Agreement.

The term “Intellectual Property Rights”, as used in this Agreement, includes all rights of inventorship and authorship, all rights in patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and integrity and other moral rights, and all other intellectual property rights of any type.

##### **B. WORK FOR HIRE AND ASSIGNMENT**

Contractor agrees that all Protected Works shall be deemed “work for hire” under the United States Copyright Act and owned exclusively by the Client. To the extent any Protected Work cannot be deemed work for hire, the Contractor agrees to assign and hereby does assign to the Client all right, title, and interest in and to all Protected Works and all Intellectual Property Rights in and to all Protected Works created and produced pursuant to and within this Agreement. The Contractor agrees to execute any documents reasonably required by the Client to evidence Client's exclusive ownership of the Protected Works, and all Intellectual Property rights therein, as contemplated by this Agreement.

##### **C. PORTFOLIO RIGHTS**

Contractor retains the nonexclusive, perpetual and worldwide right to display, reproduce and distribute all Protected Works and other works made under this Agreement in Contractor's portfolio and website, and third party trade publications or exhibits, solely for the purpose of promoting or exemplifying Contractor's work.

#### **§ 5 – Termination**

##### **A. TERMINATION**

##### **i. This Agreement may be terminated for “Cause.”**

- A. *Definition of Cause* - “Cause,” under this Agreement, is defined exclusively as: (1) acts of material dishonesty; (2) wanton, reckless, or grossly negligent conduct in performance of her duties (as described § 1); (3) violence or threats of violence; (4) stealing property from Client; (5)

falsifying records; (6) extreme insubordination; (7) conviction of a crime; or (8) habitual tardiness or absenteeism.

- B. *Notice and Cure Requirements* - Prior to termination for Cause, Client shall be required to deliver written notice to Contractor stating their intent to terminate for Cause, the enumerated Causes which underlie this intention, and all evidence supporting said Cause. A communication which falls to include these elements shall not service as notice as required by this Section. Upon receipt of this written notice, Contractor shall have five (5) business days to cure the alleged Cause.
- ii. This Agreement may be terminated by either party without cause at that party's sole discretion upon providing thirty (30) days written notice to the other party.

### **§ 6 – Breach and Remedies**

The following shall non-exhaustively constitute breach of, and default upon, this Agreement by Client:

- i. Failure to pay Contractor's invoices in a timely manner as described in § 2(D); or

Should Client breach this agreement, the Parties agree that Contractor shall be entitled to any outstanding fees for services already performed and expenses already incurred under this Agreement. No further remuneration shall be due and owing from Client.

### **§ 7 – Miscellaneous Terms and Conditions**

#### **A. INTEGRATION, AMENDMENT, AND SEVERABILITY**

This Agreement expresses the complete understanding of the parties with respect to the subject-matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement and its terms may not be amended except by mutual consent of both Parties commemorated in a writing. If any provision of this Agreement is found unenforceable, the remainder shall be interpreted so as to effect the intent of the Parties.

#### **B. AGENT, ASSIGNS, AND SUCCESSORS**

This Agreement, and each Party's obligations thereunder, shall be binding on the partners, representatives, agents, assigns, and successors of both Parties.

#### **C. NO IMPLIED WAIVER**

The failure of the Contractor to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of the Contractor's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute Contractor's consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **D. NOTICE**

Any notice or other communication provided for herein or given hereunder to a PARTY hereto shall be in writing and shall be given in person, by overnight courier, by mail (registered or certified mail, postage prepaid, return-receipt requested), or by electronic mail to the respective PARTIES as follows:

If to the CLIENT:

The Town of Cicero  
C/O Michael Del Gado  
4949 W Cermak Rd.  
Cicero, IL 60804  
[delgado@dlglawgroup.com](mailto:delgado@dlglawgroup.com)

If to the CONTRACTOR:

JKV Strategies Inc.  
C/O Joanna Klonsky  
1515 S. Prairie Ave., Unit #1217  
Chicago, IL 60605  
[joanna@joannaklonsky.com](mailto:joanna@joannaklonsky.com)

**E. FORCE MAJEURE**

No Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable: (i) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and (ii) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

**F. GOVERNING LAW, PERSONAL JURISDICTION, AND LEGAL COSTS**

This Agreement shall be governed by the laws of the state of Illinois. Further, all Parties consent to the exercise of personal jurisdiction by the Circuit Courts of Cook County over any claims arising from this Agreement. In the event that arbitration, litigation, or other adversarial legal process results from or arises out of this Agreement or the performance thereof. All Parties agree to bear their own legal fees and costs.

**G. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**[ Signature Block On Following Page ]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and agree to comply with all of the above.

Client

Contractor

\_\_\_\_\_  
By: Larry Dominick  
Its: President, Town of Cicero / Authorized Agent

\_\_\_\_\_  
By: Joanna Klonsky  
Its: President



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

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN CONSULTANT AGREEMENT WITH DOVER STRATEGY GROUP, INC. TO PROVIDE CONSULTING SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

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

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

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

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to effectively communicating with Town residents and businesses; and

WHEREAS, the Corporate Authorities recognize the need for a third-party vendor to provide consulting services to the Town to aid in digital advertising and strategy services (the “Services”); and

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

WHEREAS, the Corporate Authorities find that it is necessary for conducting Town business and the effective administration of government that the Town approve, enter into, and execute 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 the Agreement for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

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

## **ARTICLE I. IN GENERAL**

### **Section 1.0 Findings.**

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

### **Section 2.0 Purpose.**

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

## **ARTICLE II. AUTHORIZATION**

### **Section 3.0 Authorization.**

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

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

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

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

**Section 6.0    Superseder.**

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

**Section 7.0    Publication.**

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

**Section 8.0    Effective Date.**

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

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

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

**ATTEST:**

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

## **EXHIBIT A**

## CONSULTANT AGREEMENT

This Agreement is made effective as of August 22, 2023, between Dover Strategy Group Inc., a Delaware corporation, 1570 Michigan Blvd, Dunedin, FL, 34698, and The Town of Cicero, whose mailing address is 4949 W Cermak Road, Cicero, IL 60804.

The Client has determined that the services of a consultant are necessary for certain advertising activities and Consultant has agreed to provide such services on the terms and conditions set forth in this Agreement.

In consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant and the Client hereby agree as follows:

1. **Scope of Services.**

- a. The Client engages Consultant to provide consulting services during the Term (defined below).
- b. Consultant shall provide the following consulting services, as directed by the Client:
  - **DIGITAL ADVERTISING AND STRATEGY.** To include, among other things, develop a comprehensive online advertising plan and budget in consultation with client's representatives to include some or all of the following advertising channels: Facebook, Google search, display, and pre-roll video; producing ad creative; monitoring and optimizing ad performance, and reporting regularly on results.
- c. Final decisions concerning Consultant's services shall be made only by the following Client representatives: President Larry Dominick
- d. Consultant shall provide all services to the Client in compliance with applicable state and federal law. Consultant shall have access to attorneys, accountants, and senior staff of the Client as necessary for Consultant to perform all services in compliance with applicable federal and state laws. Notwithstanding any provision herein to the contrary, the Client shall be solely responsible for compliance with all laws related to the practice of law in all jurisdictions impacted or implicated by the consulting services provided hereunder.

2. **Term of Service.** The term of this Agreement (the "Term") as it pertains to the consulting services shall commence on August 22, 2023, and conclude 365 days later, unless earlier terminated pursuant to Paragraph 11. The Term may be extended, renewed, or amended upon written agreement of the parties.

3. **Consulting Fee.** In consideration for the consulting services performed and to be performed by Consultant under this Agreement from time to time, including

without limitation Client's reasonable access to Consultant, Consultant shall invoice Client according to the following, approximate fee structure:

#### **DIGITAL ADVERTISING**

To be billed only upon agreement of plan and purchased services. Payment for programmatic display (banner) and digital video advertising campaigns is due prior to campaign launch. Consultant charges a 15% commission on all digital ad buys. Consultant bills for graphic design at a rate of \$110 per hour.

**Time of Payment:** Client invoices shall be paid within 30 days of receipt.

**Method of Payment:** Client may make all payments to Consultant via check or via ACH bank transfer.

If any Consultant invoice remains unpaid for more than 90 days, Consultant may cease to perform services until satisfactory arrangements have been made for the payment of the unpaid invoices and future fees. Consultant reserves the right to take appropriate action with respect to any delinquent accounts.

4. **Expenses.** Consultant shall be entitled to reimbursement of out-of-pocket expenses and cost of materials reasonably incurred in carrying out Consultant's duties under this Agreement, as follows:
  - a. All expenses and materials for which Consultant makes a claim for reimbursement from the Client, including, without limitation, supplies, equipment, postage, printing, copying, taxi cabs, messengers, parking, auto travel, and any services of subcontractors (collectively "Expenses and Materials") shall be billed to the Client. Consultant's billing and subsequent reimbursement for the cost of any Expenses and Materials shall not exceed \$250 per month without the written pre-approval of the Client.
  - b. Any claim for reimbursement of Expenses and Materials shall be supported by legible invoices, receipts, and other documentation as reasonably required by the Client.
  - c. The Client shall reimburse Consultant for reasonable Expenses and Materials supported by appropriate receipts and other documentation, as described in this Paragraph 4, within thirty (30) calendar days of receipt of such documentation by the Client. The Consultant will submit documentation with each invoice. Client reserves the right to withhold payment until such documentation is received and deemed satisfactory by Client.
5. **Independent Contractor Status.** Consultant will be acting solely as an independent contractor in rendering the services described in this Agreement and all employees, principals, partners or agents of the Consultant, if any, will remain employees, principals, partners and agents of the Consultant and in no way treated as employees, principals, partners, agents or other affiliates of the Client.



6. **Time Devoted to Engagement.** Consultant shall devote such time and attention as is reasonably necessary and advisable to the performance of its duties hereunder to the advantage of the Client.
7. **Conflict of Interest.** Consultant shall immediately disclose any other clients in the Town of Cicero that may reasonably pose a conflict of interest or give rise to a legal issue for the Client, including specifically any such clients for whom Consultant will be advising.
8. **Confidentiality.** Consultant agrees not to disclose or communicate at any time, in any fashion, form or manner, either directly or indirectly, to any person, firm, partnership, corporation or any other entity, any non-public or proprietary information concerning the Client or any other information deemed confidential by the Client. The prohibitions in this paragraph apply to all officers, partners, employees, agents and sub-contractors of the Consultant. Violation of the prohibitions in this paragraph by any such person may result in termination of this Agreement. The duty of confidentiality contemplated in this paragraph shall survive the termination of this Agreement for a period of two years.

Consultant acknowledges that Client is an Illinois municipality and is subject to the Illinois Freedom of Information Act 5 ILCS 140/1 et. Seq (the "Act") and is required to release public records under certain conditions in compliance with the Act. Client shall not be prevented from complying with federal or state law or regulation including, but not limited to, federal and state laws and regulations. Consultant agrees and acknowledge that the release of any information or documents related to this Agreement, Consultant's services, or communications with the Consultant if required by law shall not be deemed a breach of this Agreement.

If a party is required by law, governmental proceeding or court order to disclose any confidential information, such party may disclose such confidential information without liability hereunder.

Notwithstanding any provision herein to the contrary, the Client and Consultant may disclose information related to this Agreement to their respective attorneys, accountants and other professional advisors who have a need for such information provided that such persons are informed of the confidential nature of the information and are directed to maintain the confidentiality thereof.

9. **Assistance with Government Inquiry.** Upon request, Consultant shall promptly provide the Client in a timely manner and at no additional charge all existing documents and necessary information to assist the Client in connection with any audit, inquiry or investigation of the Client by any government agency or in connection with any matter relating to compliance by the Client with federal and state laws and their implementing regulations.

Client shall reimburse Consultant for reasonable direct, non-third-party costs incurred in connection with such audit, inquiry or investigation pursuant to

Paragraph 4 herein, provided that the audit, inquiry or investigation is not a result of the Consultant's failure or alleged failure to comply with applicable federal and state laws. Such obligation shall survive the Term of this Agreement for a period of two years.

Client shall reimburse Consultant for reasonable expenses (including, without limitation, attorneys, accountants and other professional fees) incurred directly or indirectly in connection with such audit, inquiry or investigation, provided that the audit, inquiry or investigation is a result of the Client's, its staffs', employees', agents', or representatives' actions, errors and/or omissions. Such obligation shall survive the Term of this Agreement for a period of two years.

Notwithstanding the foregoing, should Consultant be requested to provide Client's records to client in compliance with the Freedom of Information Act, no charges shall be due and owing for Consultant's search and/or review of Client's records which may be in Consultant's possession.

10. **Non-exclusive Agreement.** By entering into this Agreement, the Client does not give to Consultant and Consultant does not obtain exclusive rights to provide to the Client any of the services covered by this Agreement. During the Term of this Agreement, the Client has the right to use other consultants or persons to perform any or all of the services described in this Agreement at the sole discretion of the Client. The Consultant will notify Client in writing of any and all new clients in Cicero, Illinois. In the event of a possible conflict, the Consultant shall notify the Client and obtain its consent to provide services to the potential client; such consent shall not unreasonably be withheld or delayed.
11. **Termination; Survival.** Either party shall have the right to terminate this Agreement at any time, without cause, upon 15 calendar days written notice to the other party. Such notice shall be given pursuant to Paragraph 12. The "date of termination" shall be the date upon which the 15 calendar day notice period expires. The Client shall pay Consultant for work completed through the date of termination, including, without limitation, any payment obligations under Paragraph 3, plus reasonable and allowable out-of-pocket expenses incurred on or before the date of termination. Such payments for expenses and fees shall be made on or before the date of termination. All provisions of this Agreement that may reasonably be interpreted or construed as surviving termination, cancellation, completion or expiration of this Agreement will survive such termination, cancellation, completion or expiration, including, but not limited to, Paragraphs 3, 4, 8, 9, 10, 11, 12, 13, 17, 19 and 20.
12. **Notice.** Notice under this Agreement shall be given in writing either by registered or certified mail, or by hand delivery or fax transmittal to the party to which notice is given. The effective date of notice shall be the date deposited in U.S. Postal System if given by mail, or upon actual receipt by the party to whom notice is given if given by hand delivery or e-mail. Such notice shall be sent, as follows:

- a. If to Consultant, then send notice(s) to:

Dover Strategy Group Inc.  
1570 Michigan Blvd  
Dunedin, FL, 34698

- b. If to the Client, then send notice(s) to:  
Town of Cicero  
Attn: Michael T. Del Galdo  
4949 W Cermak Road  
Cicero, IL 60804

13. **Applicable Laws and Venue.** The parties agree that all services under this Agreement shall be performed in accordance with all applicable federal and state laws governing any aspect of these services, provided that the Client shall be solely responsible for compliance with all laws related to the practice of law in all jurisdictions impacted or implicated by the consulting services provided hereunder. The terms of this Agreement shall be governed under the laws of the state of Illinois. The parties: (a) irrevocably submit to the jurisdiction of the courts located in Cook County, Illinois, in any action arising out of this Agreement and (b) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
14. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original. Facsimile copies of this Agreement shall have the same effect as originals.
15. **Valid Provisions Shall Survive.** The invalidation of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any portion of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
16. **Entire Agreement.** This Agreement represents the full and completely integrated agreement between the Client and Consultant. Any representations, promises, warranties or other terms, whether written or oral, and not made part of this original agreement have no effect. This Agreement may not be modified orally or in any other manner than by agreement, in writing, signed by all parties.
17. **Limitation of Liability.** The Client shall be solely responsible for all obligations of the Client under this Agreement. Neither the Client's employees, agents or representatives shall have any personal liability for any of the Client's obligations under this Agreement.
18. **Due Authorization.** The signatory on behalf of each party personally represents and warrants that he or she is duly authorized by such party to execute this Agreement.

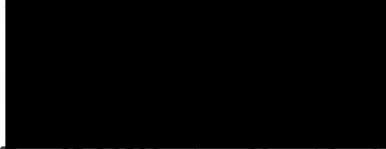
19. **Indemnification.** Each party to this Agreement shall indemnify, defend and hold harmless the other party and each of its directors, officers, employees, agents and representatives (each, an "Indemnified Party"), from and against all claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees), that may at any time be incurred by an Indemnified Party arising out of or relating to any: (i) breach of this Agreement, or (ii) negligence or willful misconduct of a party, its agents, employees or representatives.
20. **Binding Nature.** This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This agreement may not be assigned without the prior written consent of the parties hereto.
21. **Force Majeure.** If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation, breach or default hereunder as a result of, and during the continuance of, such inability, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall prevent such performance. The term "Force Majeure," as used herein, shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of any state or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; terrorist events, insurrections, riots, war or national emergency, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms of extraordinary force, floods, washouts, droughts, civil disturbances, explosions or any similar cause or event not reasonably within the control of the adversely affected party.
22. **Headings.** The headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, limit or expand the scope, extent or intent of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereto caused to be executed this Agreement set forth on the foregoing pages as of the date first above written.

Town of Cicero

Dover Strategy Group, Inc.

By:  
[name]  
Date:

  
By: Mark Nevins, President  
Date: August 17, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE I. IN GENERAL**

### **Section 1.0 Findings.**

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

**Section 2.0 Purpose.**

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

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

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



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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**

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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

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

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

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

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

**ATTEST:**

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

**EXHIBIT A**

## **PROFESSIONAL SERVICES AGREEMENT**

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

### **WITNESSETH:**

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

**WHEREAS**, with the foregoing in mind, the Town coordinates a Mexican Independence Day Festival and similar activities within the Town on September 15-17, 2023 (the "Festival"); and

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

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

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

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

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

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

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

1. **Recitals.** The recitals set forth above are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.



2. **VENDOR Services.** VENDOR shall provide the Services, which shall include providing the booking and stage management as set forth in Exhibit A.
3. **Location and Approval of Equipment.** The Services shall be conducted as directed by Town staff.
4. **Town Services.** The Town shall prepare all locations in advance of VENDOR's performance of the Services. The Town shall promote or advertise the Festival, the performers, and/or artists set forth in Exhibit A without interference from VENDOR.
5. **Nature of Services.** VENDOR shall perform diligently and to the best of its talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. VENDOR shall not delegate the performance of any of the Services to any other person, firm or corporation without the prior written consent of the Town, which consent the Town may grant or withhold in its sole and absolute discretion. Any substitution of bands or performers shall be mutually agreed to in writing by both parties, which may be completed via electronic mail. Should any artist fail to perform at the Festival and no suitable substitution is found, the Town shall receive a partial refund for said absence of an artist or performer.
6. **Term.** Except as otherwise set forth herein, this Agreement shall commence on the Effective Date and shall terminate after the Festival has concluded (the "Term"). The Agreement shall not automatically renew for future years.
7. **Remuneration and Costs.** For and in consideration of VENDOR providing the Services to the Town, the Town shall pay VENDOR not more than Thirty-Five Thousand U.S. Dollars (\$35,000.00) during the Term. A deposit of 50% shall be due prior to the Festival. The Town may elect to pay such deposit or any outstanding balance by check.
8. **Limitation of Liability.** VENDOR shall operate its equipment in a first-class manner and take every effort to prevent damage. VENDOR shall not be held liable in case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism or any unforeseen occurrence over which VENDOR has no control.
9. **Indemnification of the Town.** To the fullest extent permitted by law, VENDOR shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses



(including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of VENDOR or the VENDOR Parties (as defined below), the Festival or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

10. **Insurance.** VENDOR shall maintain, at its sole cost and expense, general liability and property damage insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00), workers' compensation insurance with limits equal to or greater than the Illinois statutory amount, and any other insurance policy deemed necessary by the Town, during the Term of this Agreement. Upon execution of this Agreement, VENDOR shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability, and umbrella coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, VENDOR shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.
11. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from the effective date of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.
12. **Termination by the Town.** VENDOR shall serve the Town as an "at will" contractor serving at the pleasure and discretion of the Town and its Corporate Authorities. In accordance with the provisions of this Agreement and notwithstanding anything to the contrary contained herein, the Town shall have the right, in its sole and absolute discretion, to terminate this Agreement at any time, with or without cause, immediately upon notice to VENDOR of the Town's intent to terminate. In the event of a termination of this Agreement or the cancellation of the Festival, VENDOR shall not be entitled to



remuneration for Services not yet performed for the Town, unless the Festival is cancelled with less than 24 hours notice ("Late Cancellation"). In the event of a Late Cancellation, the Parties shall mutually agree on a rescheduled Festival date or a credit towards future services. The Town shall make reasonable efforts to notify VENDOR in a timely manner should the Festival be cancelled or rescheduled.

13. **Independent Contractor.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. VENDOR is an independent contractor and not an agent, employee or representative of the Town or any of its related entities or departments and will not represent to be or hold itself out as an agent, employee or representative of the Town. The consideration set forth herein shall be the sole consideration due VENDOR for the Services rendered hereunder. It is understood that the Town will not withhold any amounts for the payment of taxes from the compensation of VENDOR hereunder and that VENDOR shall retain sole responsibility for reporting its income earned hereunder for state and federal tax purposes in accordance with all applicable law. VENDOR shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.

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

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

15. **Entirety and Binding Effect.** This Agreement contains the entire Agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements



between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

16. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To VENDOR:

VENDOR Entertainment

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

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

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



To the Town:

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

With a copy to:

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

17. **Assignment.** This Agreement is personal in character and VENDOR shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of VENDOR under this Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.
19. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
20. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

21. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
22. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
23. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
24. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
25. **Advice of Counsel and Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going negotiations between the Parties, both of which are or have had the opportunity to be represented by independent legal counsel, and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.
26. **Town's Non-Waiver of Immunity.** By entering into this Agreement, the Town does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).



27. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Town. The Town hereby warrants and represents to VENDOR that the person executing this Agreement on its behalf has been properly authorized to do so. VENDOR hereby warrants and represents that VENDOR has the full and complete right, power and authority to enter into this Agreement and that the person executing this Agreement on its behalf has been properly authorized to do so.
28. **Conflict.** In the event of conflict between the terms and provisions of this Agreement and the terms and provisions of the Invoice attached hereto, the terms and provisions of this Agreement shall in all instances govern, control and prevail.

***/SIGNATURE PAGE FOLLOWS/***

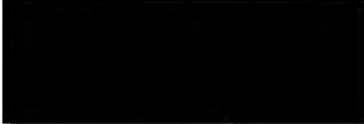
THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

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

VENDOR ENTERTAINMENT, INC.

THE TOWN OF CICERO, Illinois, an  
Illinois municipal corporation

Ivan Fernandez  
Printed Name



Signature

Larry Dominick  
Printed Name

Signature

President  
Title

Town President  
Title

8-16-23  
Date

Date

**EXHIBIT A**

## **VIVA JV., LLC Services Agreement**

THIS AGREEMENT ("Agreement") entered on 15th day of August 2023 serves as a contract for live music performance services between the undersigned Viva JV., LLC and the undersigned purchaser The Town Of Cicero of such services. Please read carefully, sign and return a copy of the Agreement to Viva JV., LLC.

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

ARTIST and a Stage Manager: Three(3) day artist line-up- Friday, September 15th, Saturday September 16th and Sunday September 17th.

LOCATION: The Town Of Cicero

DATE OF SHOWS : September 15-17, 2023

### **CONSIDERATION:**

As consideration for Artist's performance of the Show, Viva JV., LLC will receive the total amount of US \$35,000.00 NET (the "Guarantee"). Purchaser shall pay as per the following instructions:

### **DEPOSIT – BANK INSTRUCTIONS:**

Payment Date: August 21, 2023  
Deposit Amount:     \$17,500.00  
Bank:  
Account Number:  
ABA / Routing:  
Beneficiary:  
Reference:

**The balance of the contracted amount shall be settled on September , 2023.**

### **ADDITIONAL OBLIGATIONS:**

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

## **CANCELLATION:**

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

## **INDEMNITY:**

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

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

Purchaser: TOWN OF CICERO

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

VIVA JV., LLC :



\_\_\_\_\_  
By: IVAN FERNANDEZ

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Cicero Fest Fiestas Patrias

**FRIDAY:**

6:00pm-7:00pm-----  
7:15pm-8:00pm-----  
8:15pm-9:00pm-----  
9:00pm-10:00pm-----

**SATURDAY:**

2:30pm-3:30pm-----  
3:45pm-4:45pm-----  
5:00pm-6:00pm-----  
6:15pm-7:15pm-----  
7:30pm-8:30pm-----  
8:45pm-9:45pm-----  
10:00pm-11:00pm-----

**Saturday Stage #2:**

5:00pm-6:00pm-----  
7:30pm-8:00pm-----

**SUNDAY:**

2:00pm-2:45pm-----  
3:00pm-4:00pm-----  
4:15pm-5:15pm-----  
5:30pm-6:30pm-----  
6:45pm-7:45pm-----  
8:00pm-8:45pm-----  
9:00pm-10:00pm-----

**Artist: Los Yonics, Los Caminantes, Bertin y Lalo, Los Greys and Eight(8) local bands TBD ( Devastadora, Dinamita, Herradero Show etc).**