
A G E N D A

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

TUESDAY, SEPTEMBER 27, 2022 - 10:00 AM

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

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

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

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

4. **Approval of Bills**

A) List of Bills-Warrant# 18, Manual Checks & Online Payments

B) Payroll

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

5. **Ordinances**

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A) An Ordinance Authorizing and Approving An Intergovernmental Agreement By And Between The Town of Cicero And The Illinois Department of Healthcare And Family Services for The Town Of Cicero, County Of Cook, State Of Illinois.

6. **Ordinances - Land Use**

A) An Ordinance Granting A Sign Variance For The Property Commonly Known As 4605 West Cermak Road, Cicero, Illinois.

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7. **Resolutions**

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A) A Resolution Authorizing And Approving The Settlement Of Litigation In The Case Sergio Rodriguez V. Town Of Cicero For The Town Of Cicero, County Of Cook, State of Illinois.

8. **New Business**

A) Presentation By The Roosevelt Group And Legislative Leaders

B) Recommendation By Novotny Engineering To Award The Contract For The 2022 Parking Lot Paving Improvements For 4921 West 25th Street And 2944 South Laramie Avenue To The Lowest Responsible Bidder. 36

C) Recommendation By The Board Of Police And Fire Commissioners Of The Town Of Cicero To Promote Patrick Brophy To The Rank Of Engineer For The Cicero Fire Department.

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

10. **Adjournment**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF CICERO AND THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

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

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

WHEREAS, the Town and the Illinois Department of Healthcare and Family Services (“HFS”) are public agencies under the laws of the State of Illinois; and

WHEREAS, HFS offers reimbursements from Medicaid for eligible private and public EMS agencies through the Ground Emergency Medical Transportation Program (the “GEMT Program”); and

WHEREAS, in order for an agency to participate in the GEMT Program, the agency is required to complete a GEMT cost report and enter into an intergovernmental agreement with HFS; and

WHEREAS, HFS has provided the Town with a certain intergovernmental agreement which will govern the Town’s participation in the GEMT Program (the “Agreement”); 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”) desire to enter into the Agreement with HFS, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is both advisable and in the best interests of the Town and its residents to enter into and approve the Agreement with terms substantially the same as the terms set forth in Exhibit A; and

WHEREAS, the Corporate Authorities have the authority to enter into the attached Agreement pursuant to their authority in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*), and find that entering into the Agreement is in the best interests of the Town and its residents;

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement, and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Ordinance and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

That the Town Board hereby authorizes and directs the President or his designee to negotiate, enter into, and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Town Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other

documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to, and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(REMAINED OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

2023

The Illinois Department of Healthcare and Family Services (the “Department” or “HFS”) and _____, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “IGA Act”), hereby enter into this Intergovernmental Agreement (the “Agreement”) in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the “Public Aid Code”), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the fee-schedule rate for Provider on the Department’s rate sheet for the Provider as of September 30, 2022.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

ARTICLE II

INTERGOVERNMENTAL AGREEMENT

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INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2023, provided Provider's Cost Report was received by the Department on or before October 1, 2022, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

INTERGOVERNMENTAL AGREEMENT

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: HFS.GEMT@illinois.gov

To Local Government: _____

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SIGN VARIANCE FOR THE PROPERTY
COMMONLY KNOWN AS 4605 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 SIGN VARIANCE FOR THE PROPERTY
COMMONLY KNOWN AS 4605 WEST CERMAK ROAD, CICERO, ILLINOIS**

WHEREAS, the property located at 4605 West Cermak Road, Cicero, Illinois (the “Property”), is located in the M-2 zoning district in the Town of Cicero (the “Town”); and

WHEREAS, Dimitris Bousis and Eleni Tzotzolis, on behalf of Cermak Produce (collectively, the “Applicants”), submitted an application to the ZBA seeking a sign variance to allow the installation of a lighted sign that is 531.25 square feet, which larger than the existing business sign (collectively, the “Zoning Relief”) in connection with the operation of Cermak Produce at the Subject Property (the “Existing Use”); and

WHEREAS, the Town’s ordinance regulating signs (the “Sign Ordinance”) provides that “the total area of any front wall sign shall not exceed one-tenth of the area of the front face including doors and windows of the principal building, provided that the whole area of such signs shall not exceed 200 square feet”, unless a variance is granted by the Town Board of Trustees (the “Town Board”); and

WHEREAS, the Applicant requests to install the sign at the Property in order to increase visibility of the business from Cermak Road, a major thoroughfare; and

WHEREAS, in light of the above, the Applicant submitted an application to the Zoning Board of Appeals (the “ZBA”) seeking the Zoning Relief at the Property; and

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

WHEREAS, based on the testimony given at said public hearing, the ZBA made certain findings of fact and conclusions with respect to the Zoning Relief and made a recommendation to the Town Board that the Zoning Relief be granted (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, as a condition of the ZBA’s recommendation, the Applicant agreed to remove the existing electric sign on the Property and not to reinstall the same; 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; Conditions; Term. 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, subject to the conditions set forth in the Findings and Recommendation, namely that the electric sign at the Property be removed and shall not be replaced. The term of the Zoning Relief shall be until the Applicant transfers, leases or otherwise assigns her interest in the Property, and upon the occurrence of any of those transactions, the Zoning Relief granted hereunder shall terminate.

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

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

Passed this _____ day of _____, 2022.

Larry Dominick, President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage:

Date of Publication:

EXHIBIT A

FINDINGS AND RECOMMENDATION



FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS

RE: 4605 West Cermak Road (the “Subject Property”)

GRANT OF A SIGN VARIANCE

On August 24, 2022, the Zoning Board of Appeals (the “ZBA”) of the Town of Cicero (the “Town”) recommended granting a certain sign variance for the Subject Property, based on the following:

1. The Subject Property is located in the M-2 zoning district in the Town; and
2. Dimitris Bousis and Eleni Tzotzolis on behalf of Cermak Produce (collectively, the “Applicants”) submitted an application to the ZBA seeking a sign variance to allow the installation of a sign that is larger than the existing business sign (collectively, the “Zoning Relief”) in connection with the operation of Cermak Produce at the Subject Property (the “Existing Use”); and
3. In accordance with the Illinois Compiled Statutes and the Town’s Sign Ordinance, notice of a public hearing regarding the requested Zoning Relief (the “Hearing”) was published in one or more newspapers published in the Town; and
4. At the Hearing, the Applicants presented credible evidence demonstrating that: (a) the existing business identification sign will be removed; (b) the existing electric sign will be removed and will not be replaced; (c) plans and drawings indicate that the Applicants seek to install a new, larger illuminated business identification wall sign on the front of the Subject Property; (d) the proposed sign will be beneficial by increasing visibility to potential customers and clients traveling along Cermak Road, which has a high volume of traffic; and (e) the Applicants will comply with all requirements of the Town’s Code of Ordinances (the “Town Code”) related to the erection and illumination of the sign; and
5. At the Hearing, the Applicant agreed that the sign would be constructed in substantial compliance with the plans and drawings presented to the ZBA, and that the Applicants would not reinstall the existing electric sign.
6. In light of the above, the ZBA 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. The ZBA further found that literal enforcement thereof would do manifest injustice or would be contrary to the spirit and purpose of this article or the public interest and as such, Zoning Relief should be granted.

CONCLUSION; CONDITIONS

The Applicants provided evidence that the requested Zoning Relief would comply with the requirements set forth in the Sign Ordinance. The Existing Use will not alter the essential character of the area nor negatively impact neighboring property values. Based on the foregoing, the ZBA recommends granting the Zoning Relief on the condition that the Applicant will substantially comply with the plans and exhibits presented to the ZBA, that the Applicants shall comply with the requirement of the Town Code, that the existing electric sign will be removed and shall not be replaced, and that any variation from the plan or exhibits presented must be approved by Town staff.

Jessica Jaramillo, Chair

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Town was named as a defendant (the “Defendant”) in a claim brought by Sergio Rodriguez (the “Plaintiff”), styled *Sergio Rodriguez v. The Town of Cicero*, Case No. 21 L 006157 (the “Litigation”); and

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

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, wish to settle the Litigation, and the Town hereby authorizes the Town Attorney (the “Attorney”)

to settle the Litigation for an amount not to exceed Sixty Thousand and No/100 U.S. Dollars (\$60,000.00) as set forth in the settlement agreement (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

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

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the Attorney to settle the Litigation for an amount not to exceed Sixty Thousand and No/100 U.S. Dollars (\$60,000.00), and to further authorize the President, or his designee, to approve any such Settlement Agreement which conforms to the authorization herein granted so as to settle the Litigation to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding

any issue contained in or arising from the Litigation, to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

• MEMORANDUM •

TO: Board of Trustees, Town of Cicero
FROM: Veronica Bonilla-Lopez-Del Galdo Law Group, LLC
DATE: August 25, 2022
RE: Sergio Rodriguez v. Juan Valdez & Town of Cicero – 21 L 006157

ATTORNEY-CLIENT PRIVILEGED

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

I. Summary of Facts and Proposed Resolution

The case involves a December 9, 2020 vehicle collision at 16th Street and Central. Sergio

[REDACTED]

[REDACTED]

[REDACTED]

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

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

SERGIO RODRIGUEZ, (“PLAINTIFF”), and the TOWN OF CICERO (the “TOWN”), on behalf of the TOWN and JUAN VALDEZ (“DEFENDANTS”), voluntarily agree to completely settle and resolve (a) all claims PLAINTIFF may have against DEFENDANTS and (b) all claims PLAINTIFF may have for attorneys’ fees and costs incurred in prosecuting his claims, as of the time PLAINTIFF and PLAINTIFF’S COUNSEL execute this Settlement Agreement, General Release and Covenant Not to Sue (“Agreement”), in accordance with the terms of this Agreement, including, but not limited to, all issues related to or arising out of the allegations set forth in PLAINTIFF’S Lawsuit (defined below), as follows:

R E C I T A L S

WHEREAS, PLAINTIFF filed a lawsuit against the DEFENDANTS, entitled SERGIO RODRIGUEZ V. JUAN VALDEZ and TOWN OF CICERO (the “Town”), in the Circuit Court of Cook County, State of Illinois, County Department, Law Division, Case No. 2021-L-006157 alleging personal injury as a result of a vehicle accident on or about December 9, 2020 at or near the location of 16th Street and Central Avenue, in the County of Cook, Town of Cicero, State of Illinois, (hereafter “the Lawsuit”); and

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

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

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

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

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

- a. The TOWN agrees to pay the total sum of Sixty Thousand Dollars and No/100 (\$60,000.00) to PLAINTIFF and PLAINTIFFS’ COUNSEL provided it has received this Agreement signed and duly executed by PLAINTIFF and PLAINTIFF’S COUNSEL. Payment shall be made by

check made payable to “SERGIO RODRIGUEZ, and BLUMENSHINE LAW GROUP”

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

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

4. Release and Covenant Not to Sue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

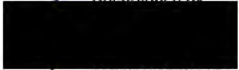
16. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.

[REMAINDER OF PAGE LEFT BLANK]

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

SERGIO RODRIGUEZ

DocuSigned by:



86E0D828FFD64EA...

Date: _____, 2022

THE TOWN OF CICERO

By: Larry Dominick

Its: President

Date: _____, 2022

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
Blumenshine Law Group

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

- Individual/sole proprietor or single-member LLC
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Other (see instructions) ▶ _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

117 N. Jefferson Street, Suite 203

6 City, state, and ZIP code

Chicago, IL 60661

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-			-			

or

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

If you do not return Form W-9 to the requester with a TIN, you might **34** be subject to backup withholding. See *What is backup withholding*, later.

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

Sergio Rodriguez,)	
)	
Plaintiff,)	
)	
v.)	No.: 21 L 006157
)	
Juan V. Valdez and)	
Town of Cicero, A Municipal Corporation,)	
)	
Defendants.)	

DISMISSAL ORDER

This matter having come before this Court and the Court having been advised in the premises that all matters in controversy have been resolved between the parties, and by agreement of the parties;

IT IS HEREBY ORDERED that this matter be and is dismissed with prejudice pursuant to settlement. Further, that this Court shall retain jurisdiction of this matter for sixty (60) days (or until October 29, 2022) in the event that any party fails to execute any necessary document, fulfill any agreed to conditions, and/or pay the agreed settlement amount and to adjudicate any and all liens.

Mediation was not utilized in the settlement of this matter.

ENTERED: _____

JUDGE: _____

DATE: _____

Judge Melissa A. Durkin

AUG 30 2022

Circuit Court - 2110

BLUMENSHINE LAW GROUP
117 N. Jefferson Street, Suite 203
Chicago, IL 60661
312/263-1000
Attorney No.: 49028

September 16, 2022

Hon. President and Board of Trustees
Town of Cicero
4949 West Cermak Road
Cicero, IL 60804

Re: **2022 Parking Lot Paving Improvements**

- 1) Fleet Maintenance – 4921 W 25th Street
- 2) Police Training Facility – 2944 S Laramie Ave

Madam & Gentlemen:

Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-captioned project at 10:00 a.m. on September 13, 2022. One bid was received and verified and found to be correct.

The only bid received was submitted by M&J Asphalt Paving Co., Inc., in the amount of \$193,565.00, which was \$34,901.00 (22.00%) above the Engineer's Estimate of \$158,664.00. Their bid also included the required MBE/WBE/LBE utilization forms as required by Town Disadvantage Business Enterprise Utilization Ordinance.

Based on value engineering review, we anticipate some project costs savings (\$10,000 +/-) can be generated by eliminating some work items, and by using the crushed concrete aggregate material stockpiled at the building demolition site at 34th Street & Cicero Avenue for the construction of the proposed parking lot aggregate bases.

M&J Asphalt Paving Co, Inc., is qualified to perform this work. Therefore, we recommend that the Contract be awarded to **M&J Asphalt Paving Co., Inc., 3124 S 60th Court, Cicero, IL 60804**, in the amount of **\$193,565.00**.

Notes:

- 1) Eight (8) additional Contractors picked up bid packages for this project as shown on the Bid Tabulation sheet, but all decided not to submit bid as contractors are mostly overbooked due to the 150 Operator strike.
- 2) Both project locations are in TIF Districts and therefore will be eligible for TIF funding.

Sincerely,



Timothy P. Geary, P.E.

Enclosure

cc: Ms. Maria Punzo-Arias, Clerk, w/Enc.
Mr. Michael Del Galdo, Esq., Town Attorney, w/Enc.
File No. 22383

TABULATION OF BIDS

OWNER: TOWN OF CICERO
PROJECT DESCRIPTION: 2022 PARKING LOT PAVING IMPROVEMENTS

PROJECT NO : 22383

BID OPENING: September 13, 2022 @ 10:00am

				Engineer's Estimate		M&J Asphalt Paving Co., Inc. 3124 S 60th Court Cicero, IL 60804 Bid Bond 5%	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
1	Earth Excavation	CU YD	415	\$ 65.00	\$ 26,975.00	\$ 93.00	\$ 38,595.00
2	Removal of HMA Grinding Material	L SUM	1	3,500.00	3,500.00	5,000.00	5,000.00
3	Porous Granular Embankment, Subgrade (PGES), Special	CU YD	20	70.00	1,400.00	90.00	1,800.00
4	Topsoil Furnish and Place, 2"	SQ YD	70	15.00	1,050.00	10.00	700.00
5	Sodding	SQ YD	70	15.00	1,050.00	65.00	4,550.00
6	Subbase Granular Materials, Type B	TON	86	45.00	3,870.00	31.00	2,666.00
7	Aggregate Base Course, Type B, 10"	SQ YD	835	20.00	16,700.00	21.00	17,535.00
8	Hot-Mix Asphalt Binder Course, IL-19.0, N50	TON	110	180.00	19,800.00	162.00	17,820.00
9	Hot-Mix Asphalt Surface Course, Mix "D", IL-9.5, N50	TON	75	180.00	13,500.00	175.00	13,125.00
10	Driveway Pavement Removal	SQ YD	214	15.00	3,210.00	22.00	4,708.00
11	Combination Curb and Gutter Removal	FOOT	140	8.00	1,120.00	13.00	1,820.00
12	Sidewalk Removal	SQ FT	1592	2.00	3,184.00	2.50	3,980.00
13	Portland Cement Concrete Driveway Pavement, 7"	SQ YD	389	75.00	29,175.00	104.00	40,456.00
14	Portland Cement Concrete Sidewalk, 5"	SQ FT	1270	8.00	10,160.00	10.00	12,700.00
15	Combination Concrete Curb and Gutter, Type B-6.12	FOOT	140	40.00	5,600.00	62.00	8,680.00
16	Curing Membrane and Protective Coat	SQ YD	560	2.00	1,120.00	3.00	1,680.00
17	Pavement Replacement - Surface Course, 3"	SQ YD	175	50.00	8,750.00	40.00	7,000.00
18	Catch Basins to be Adjusted	EACH	1	500.00	500.00	750.00	750.00
19	Sewer Cleanout Structure Replacement	L SUM	1	5,000.00	5,000.00	5,000.00	5,000.00
20	Chain Link Fence Removal	L SUM	1	3,000.00	3,000.00	5,000.00	5,000.00
Totals :					\$ 158,664.00		\$ 193,565.00
Bid Error Corrections:							
Corrected Totals ---							\$ 193,565.00
Over / Under ----							\$ 34,901.00
Percent ----							22.00%

