
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, JANUARY 24, 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# 2, Manual Checks & Online Payments

B) Payroll 3

5. **Permits**

A) Snipes Store Grand Opening 20

6. **Ordinances**

A) An Ordinance Amending Chapter 22, Article VII Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Fencing For The Town Of Cicero, County Of Cook, State Of Illinois. 21

B) An Ordinance Amending The Grant Administration Policy For The Town Of Cicero, County Of Cook, State Of Illinois. 26

7. **Ordinances - Land Use**

A) An Ordinance Approving A Plat Of Dedication For Certain Real Property Known As 21st Place Between Austin Boulevard And 18th Avenue In The Town Of Cicero. 60

B) An Ordinance Granting A Special Use Permit For The Property Commonly Known As 2501 1/2 South Cicero Avenue, Cicero, Illinois.	68
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8. **Resolutions**

A) A Resolution Authorizing The Town President To Enter Into A Certain Third Amendment To The Real Estate Sale Contract Between The Town Of Cicero And Vequity, LLC For The Sale Of Certain Real Property Located In The Town Of Cicero, County Of Cook, State Of Illinois.	74
B) A Resolution Authorizing And Approving The Settlement Of A Claim By The Hanover Insurance Group On Behalf Of David E. Gaeger Against The Town Of Cicero, County Of Cook, State Of Illinois.	83
C) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case Edgar Vera V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois.	90
D) A Resolution Authorizing Intervention In Property Tax Assessment Proceedings.	101
E) A Resolution Authorizing The Town President To Enter Into And Approve A Certain Agreement With Ryan, LLC To Provide Consulting Services For The Town Of Cicero, County Of Cook, State Of Illinois.	104
F) A Resolution Authorizing The Consolidated Primary Election Scheduled For February 28, 2023 To Be Held On And In Concert With The April 4, 2023 Consolidated Election For The Town Of Cicero, County Of Cook, State Of Illinois.	114
G) A Resolution Authorizing The Town President To Execute And Enter Into An Agreement With Specialty Consulting, Inc. For Environmental Consulting Services For The Town Of Cicero, County Of Cook, State Of Illinois.	121
H) A Resolution Authorizing The Town President To Execute And Enter Into An Agreement With Terra Engineering Ltd. For Architectural Design Services For The Town Of Cicero, County Of Cook, State Of Illinois.	129

9. **New Business**

A) A Motion To Amend The 2023 Holiday Schedule To Reflect That Cicero Town Hall Shall Remain Open On April 6, 2023 And Shall Be Closed On April 10, 2023.	136
B) A Motion To Amend The 2023 Town Board Meeting Schedule	137
10. <u>Citizen Comments (3 minute limit)</u>	
11. <u>Adjournment</u>	

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CORPORATE

06/12/1984 REITZ, FRANCES, F
06/16/1988 CHAVARRIA, GLORIA
10/15/1988 WOLFF, JANICE, L
03/01/1989 KULAGA, BRIAN, JOSEPH
07/03/1989 JELIC, SAM
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09/18/1989 MANETTI, LIDO, JR
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06/07/1992 WOOD, JAMES
04/26/1993 BAILEY, NANCY
12/15/1993 SANCHEZ, EDNA, M
11/16/1994 POROD, KARYN
01/17/1995 STELLA, RAMONA
08/29/1995 PUNZO ARIAS, MARIA, A
02/01/1996 MAVRINAC, DAVID, W
04/16/1996 GALVAN, ARMANDO, A, JR
04/16/1996 KANE, FRANK, J
08/21/1996 KOSENECKY, JAMES, J
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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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07/07/2014 ROWE, HOPETON, O, JR
07/09/2014 HRABAK, REID

DATE 1/19/23

EMPLOYEES BY

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HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

07/09/2014 XERIKOS, ANDY
08/13/2014 BROPHY, PATRICK, S
08/13/2014 CHICO, ANTHONY, R
08/13/2014 CONLEY, GARY, L
08/13/2014 LOPRESTI, MATTHEW, J
08/13/2014 MAGANA, ANTHONY, L
08/13/2014 ZIBUTIS, BENJAMIN, A
08/14/2014 D'ANGELO, DOLORES
09/03/2014 HRABAK, KIMBERLY
09/10/2014 MARCOLINI, JONATHON, W
09/10/2014 PEREZ, DANIEL, A
09/10/2014 THILL, MATTHEW, A
09/15/2014 AVILA, AZUCENA
09/22/2014 MUROS, JOSEFINA
09/22/2014 QUINONES, MANUEL
09/30/2014 GRAJEDA, ARMANDO
10/09/2014 ARIAS, CAROLYN
10/14/2014 MATTHIS, RICHARD
10/17/2014 WOLFF, DANIEL, A
11/01/2014 GUZMAN, LLAQUENI
11/01/2014 MALICKI, RICHARD
11/13/2014 VALERDI, ROCIO
01/05/2015 GARCIA, EVELYN
01/05/2015 MACIEL, ANTONIA
01/05/2015 OPALECKY, MATTHEW
01/05/2015 PORRAS, MARGARITO
02/13/2015 GRIMALDI, LINDA
04/06/2015 VERA, NESTOR
05/04/2015 MCDORMAN, PHILIP, A
05/11/2015 CURDA, JAMES, M
05/11/2015 GINNETTI, MATTHEW
05/11/2015 LAYTON, KEVIN, S
05/26/2015 ARMENTA, BRENDA
05/26/2015 CERVANTES, STEVE
06/01/2015 BAUTISTA, ELIAS
06/01/2015 HEREDIA, GUADALUPE
06/08/2015 GUTIERREZ, ORLANDO
06/08/2015 RIVERA, ARNOLDO
06/10/2015 ARROYO, IVAN
06/10/2015 FLORES, NICOLE
08/28/2015 LIRA, ROSA, M
10/05/2015 LOPEZ, MARTIN
11/02/2015 SOTO, MARTIN
11/05/2015 ARMENTA, MARGARITA
11/28/2015 BUCIO, MICHAEL
11/30/2015 FULARA, ROBERT
01/11/2016 RANGEL, GEORGE, A
01/11/2016 SERRANO, JOSE, L
01/19/2016 CHAVARRY, CARLOS, A
04/11/2016 CERVANTES, EFRAIN
04/11/2016 RAMOS, REYNOL
04/27/2016 GUZMAN, JAIME
05/09/2016 MOLINARO, GUY, A
05/16/2016 DELGADO, ARCADIO

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CORPORATE

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

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CORPORATE

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

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CORPORATE

05/29/2019 REZA, EDWIN
05/29/2019 VARGAS, EDWARD
06/17/2019 MALDONADO, ALEJANDRO
06/19/2019 DI GIULIO, PASQUALE
06/24/2019 ROBLEDO, JORGE, JR
07/23/2019 HUGHES, TERENCE, W, II
08/05/2019 HERNANDEZ, OMAR
09/03/2019 CARDONA, JAIRO
09/03/2019 GUTIERREZ MUNOZ, JUANA, M
09/03/2019 MALFEO, ALEXANDER
09/03/2019 MATA, JOSE, D
09/03/2019 RODRIGUEZ, SAMUEL
09/04/2019 DIAZ, CARLOS, E
09/05/2019 GALVEZ, MARIA, C
09/09/2019 HAYES, MIA, J
09/30/2019 ANDRADE, ANDREW
10/21/2019 VAIS, ANTHONY, J
11/04/2019 GARZA, FRED
11/04/2019 OROZCO, JOSE, L
11/18/2019 ESCOBEDO, ALICE
11/30/2019 BLOOD, OLIVIA, R
12/03/2019 RAMIREZ, RIGOBERTO
12/09/2019 GUERRERO, ANTHONY
12/10/2019 CANNOVA, DOMINIC
12/14/2019 KUBELKA, DAVID
12/18/2019 PAREDES, JOSE
01/06/2020 BARAJAS, JOEL
01/06/2020 MARTINEZ, LUIS, D
01/06/2020 RAMIREZ, EDMOND
01/14/2020 HICKMAN, ADAM, D
01/27/2020 CERVANTES, DIDIER
01/27/2020 RANIERI, NADIA
02/04/2020 PAREDES, ANA, L
03/10/2020 VAVAL, CHRISTOPHER, M
05/26/2020 SERNA, ADRIANA
06/06/2020 CUNDARI, CARA, L
06/09/2020 EUKOVICH, THOMAS, G
06/18/2020 CRUZ, BRIAN
06/29/2020 JOHNSON, CORNELIUS
07/06/2020 GALLEGOS, MARIA, A
07/08/2020 RIVERA, DIEGO, A
08/12/2020 OLIVA, VICTOR
08/31/2020 QUIROZ, LIO, A
09/02/2020 TALSMAN, EUGENE, L
09/08/2020 JAIMES, DIEGO
09/09/2020 VARGAS PENA, EVENCIO
09/11/2020 ARANDA, JUAN, R
09/14/2020 GONZALEZ, GUSTAVO
09/14/2020 KOEHLER, MICHAEL, D
09/30/2020 HERNANDEZ, BRANDEN
10/27/2020 DOMINICK, DANIELLE
12/03/2020 CASTRO, JUAN, M
12/07/2020 LAZCANO, GENARO
12/07/2020 MURPHY, BRENDAN, R

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JJARAMILLO

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CORPORATE

12/07/2020 SCHAEFFER, GRAHAM, P

12/07/2020 SICILIANO, JAMES, A

01/04/2021 ANGELES, OMAR

01/04/2021 BAHENA, FRANCISCO, J

01/04/2021 ENRIQUEZ, ADRIAN, M

01/04/2021 RAUBA, MARTIN, D

01/12/2021 OJEDA, JUAN, C

01/13/2021 BUSCEMI, MARISSA, M

01/14/2021 RAMIREZ, PERLA, J

02/09/2021 SCHWAR, STEPHEN, F

03/01/2021 RODRIGUEZ, DANIEL

03/08/2021 RAMIREZ, RAMIRO

03/15/2021 SETLAK, JESSICA, L

03/22/2021 VALDEZ, NINA

04/12/2021 AHMAD, ALI

04/12/2021 CRANSTON, ROBERT, J

04/12/2021 GOCAL, MATTHEW, R

04/12/2021 LUPE-CANINO, ANTHONY, A

04/12/2021 ROCHKUS, NICHOLAS, A

04/12/2021 SCHLUSEMANN, CODY, A

04/19/2021 MARQUEZ, ANDREW, R

05/03/2021 BANDA, ALONDRA, M

05/03/2021 COCTECON, OMAR, D

05/03/2021 HARO, KEVIN

05/03/2021 HEREDIA, EMANUEL

05/03/2021 PACHECO, FRANCIS, M

05/10/2021 RIVERA-PEREZ, ANAHID

05/10/2021 SOSA, REBECCA

06/01/2021 JAIMES, DAVID

06/01/2021 MARTINEZ, GILIANNEE, I

06/02/2021 REYES, JOSHUA

06/03/2021 MARTINEZ, GAEL

06/03/2021 MARTINEZ, GARETH, I

06/03/2021 NAVAL, JENNIFER

06/03/2021 OROZCO, LUIS, D

06/04/2021 BARRAGAN, DESTINY, G

06/04/2021 BARRAGAN, JASMIN

06/04/2021 BUSCEMI, DOMINICK, A

06/04/2021 DELGADILLO, BERENISE

06/05/2021 SAN PEDRO, EDGAR

06/05/2021 SAN PEDRO, LESLIE, G

06/06/2021 ROMERO, LUIS, R

06/09/2021 MENDEZ, NATHAN, M

06/10/2021 OWCZAREK, JEFFREY, R

06/14/2021 AITCHESON, JAMES

06/14/2021 AYALA, SALVADOR

06/14/2021 MARCOLINI, ZACHARY, A

06/16/2021 COBOS, ISIDRO

06/19/2021 VIRGEN, JOSE

06/28/2021 MACARENO, INAN

06/28/2021 MERCADO, ALAN, E

06/28/2021 MORALES, BENJAMIN

06/28/2021 MORENO, BRYAN

07/15/2021 CHAGOYA, JESUS, M

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HIRE DATE NAME

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CORPORATE
07/19/2021 NUNO, GABRIELA
07/21/2021 SCHULTZ, JOSEPH, J
08/11/2021 MORRO, GERALD, A
08/25/2021 WEBER, SUSAN, M
08/29/2021 MEJIA, ANGELICA
08/30/2021 DISTOR, SYRON
08/30/2021 FOLKERS, JEFF
09/01/2021 POLASKI, JAMES, R
09/06/2021 SAVAGE, EDWARD
09/07/2021 SUMERACKI, LESLEY
09/13/2021 GARZA, BRYAN, A
09/13/2021 GARZA, KATHIE, M
09/18/2021 SANCHEZ, ARMANDO, E
09/23/2021 JARAMILLO, JAVIER
09/27/2021 TORRES GARCIA, MIGUEL
10/04/2021 BOYLE, THOMAS, P
10/04/2021 SANCHEZ, CARLA, Y
10/25/2021 WOLFF, MICHAEL, A
11/08/2021 BANDA, RAYMUNDO
11/15/2021 URIOSTEGUI, ADRIAN
11/22/2021 MIJARES, BRENDAN, A
11/22/2021 RAMIREZ, CLAUDIA, I
11/29/2021 RIVERA, GEOVANNY
12/06/2021 CERRITOS, ALEJANDRO
12/06/2021 VERNE, GIANCARLO
12/13/2021 DIAZ, ESPERANZA, L
12/14/2021 GARCIA, JUDITH
12/18/2021 MARTINEZ, MICHAEL, A
01/04/2022 AVILA, MIGUEL
01/04/2022 GARDUNO, OMERO
01/04/2022 JOHANSEN, KYLE, A
01/04/2022 LARA, RICHARD
01/05/2022 GARCIA, DANIEL, S
01/10/2022 ALMADER TORRES, JOVITA
01/10/2022 LAVERY, ADAM, S
01/10/2022 LOEZA, FRANK
01/10/2022 PALAFOX, CESAR, G
01/10/2022 SHEEHAN, CONNOR, M
01/10/2022 VALENTI, JESSE, A
01/12/2022 RENTERIA, ANTHONY, V
01/19/2022 YARBROUGH, LESIA, M
01/24/2022 DIAZ, EDNA
02/07/2022 NOWAK, MARK, A
02/07/2022 TEMES, DELORES, R
02/23/2022 ALVA, ERIKA
02/28/2022 RODRIGUEZ, KATRIN, T
03/01/2022 HURD, BRANDON, T
03/01/2022 KUBICA, FRANCESCA, K
03/01/2022 RUGGIERO, STEVEN, P
03/01/2022 SWISTEK, AFTON, D
03/09/2022 ZAMBRANO, ANTONIO
03/22/2022 VARGAS, BLANCA, M
04/11/2022 CRUZ ANAYA, IDALIA
04/11/2022 MENDOZA, ULISSES

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CORPORATE

04/11/2022 WALCZAK, RYAN
04/16/2022 RAMIREZ, SALVADOR
05/02/2022 CAMACHO CORNELIO, MARIA, I
05/02/2022 CAMACHO-ELLISON, LETICIA, D
05/02/2022 CARRILLO-GIRON, NESTOR, C
05/02/2022 CHEVRY, DONNA, M
05/02/2022 ESTRADA, CHRISTOPHER, A
05/02/2022 GRANGER, LYNETTE, K
05/02/2022 HERVIEUX, OCEAN, N
05/02/2022 JAMROK, JEFFREY, B
05/02/2022 KNOWSKI, LISA, M
05/02/2022 LANDERS, CAROLYN, K
05/02/2022 MATHIS, SKYLAR, P
05/02/2022 NOYOLA, PATRICIA
05/02/2022 ORTEGA, DAVID, J
05/02/2022 RAMOS, SALVADOR, I
05/02/2022 RIZO, LILIANA, L
05/02/2022 RIZZO, CARLO, J
05/02/2022 RODRIGUEZ, AARON, R
05/02/2022 SHAUL, JEREMY, B
05/02/2022 SMITH, GLEN
05/02/2022 STEPHENS, SHARON, U
05/02/2022 SUAREZ, LUIS, M
05/02/2022 WILLIAMS, PAMELA, J
05/05/2022 VEGA, JACKLYN
05/05/2022 VEGA, JENNIFER
05/09/2022 CORNEJO, MARIA, C
05/23/2022 RAMOS, ROSALINDA
05/24/2022 JIMENEZ, WENDY
05/24/2022 SALVINO, CYNTHIA, J
05/31/2022 GALLEGOS, MARA, A
06/08/2022 GONZALEZ, ALEJANDRO
06/13/2022 BERNAL, JOSE, M
06/15/2022 PAIZ, AUSTIN
06/21/2022 BONILLA, ANDRES, A
06/21/2022 GARCIA, VANESSA
06/21/2022 MAYORGA, VALENTINA
06/21/2022 SANTOS, SARAH
07/11/2022 ALMANZA, MARCY
07/11/2022 BAUTISTA, ANTHONY
07/11/2022 HEREDIA, AALIYAH
07/17/2022 HUITRON, IVAN
07/18/2022 MARTINEZ, ROLANDO
07/18/2022 MOORE, CHRISTOPHER
07/18/2022 REICHENBERGER, NATHAN
07/18/2022 TALBOT, NATHANIEL
08/15/2022 ARDOLINO, MEGHAN
08/15/2022 BUSTAMANTE, JAZMIN
08/15/2022 HERRERA, JASMINE
08/15/2022 WEINER, SAMANTHA
08/15/2022 WILLIS, FELICIA
08/25/2022 DIAZ, JESUS
08/25/2022 LEWANDOWSKI, NICHOLAS
08/25/2022 TAYLOR, JOHNNY

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EMPLOYEES BY
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HIRE DATE	NAME
CORPORATE	
08/29/2022	DIAZ, ANTONIO
08/29/2022	GARFIAS, SERGIO
08/29/2022	GONZALEZ, ERICK
08/29/2022	ILLAN, EMMANUEL
08/29/2022	MARTINEZ, NICHOLAS
08/29/2022	MORENO, ADRIAN
08/29/2022	NUNEZ, ALEX
08/29/2022	QUIROGA, ANTHONY
08/29/2022	WASHINGTON, JADA
09/06/2022	GRAJEDA, ROY
09/13/2022	SANDOVAL, RUBEN
09/15/2022	RABER, ALYSSA
09/19/2022	WILLIS, DELISHA
10/17/2022	MONTIEL, JOEL
10/17/2022	PEREZ-VARELA, RAUDEL
10/17/2022	SPURLOCK, JARROD
10/24/2022	ARELLANO, FELICIANO, JR
10/26/2022	CARLISLE, MARTEZ
11/07/2022	SMITH, DANIELLE, M
11/14/2022	GONZALEZ, OLIVIA
11/21/2022	MORALES, MARIO
11/22/2022	BEAN, REBEKKA
12/08/2022	DIAZ DONATO, LUPITA
12/12/2022	REYES, ALICIA
12/13/2022	CARDENAS, ANTHONY
12/14/2022	HUNTER, GEORGE
12/19/2022	ROSAS, DIANA
01/03/2023	CABRERA CERNA, CELIA
01/09/2023	BRIGGS, SAMANTHA

Total Employees: 839
Estimated Payroll Salary: 1,657,686.20

NOTE: Hourly rates not included in estimated payroll salary

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EMPLOYEES BY
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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: 27,536.18

NOTE: Hourly rates not included in estimated payroll salary

JAKO **SNIPESUSA**
ENTERPRISES
LLC 2030 E. BYBERRY RD. PHILA PA 19116
PHONE: 215.856.2000
FAX: 215.673.3027

Date: January 19, 2023

RE: Snipes Store Grand Opening

Dear President Dominick and the Board of Trustees,

On behalf of Snipes, I am writing to request permission for a Special Event permit on January 27 & 28, 2023 at 4757 W. Cenmark Rd. Cicero, IL 60804. Snipes will be hosting a family friendly Grand Opening weekend to give back to the community of Cicero.

Prior to the grand opening, the Snipes team will complete the following action items to obtain the final Business License. Final electrical inspection will be completed on Jan 23rd and Final fire inspection to be completed on January 24th.

The Grand Opening weekend will include the following:

Friday, January 27, 2023 from 3pm-5pm

- Community Partnership with Deputy Chief Jose Alvarez and Boys & Girls Club (boys basketball club) to serve 20 with VIP Meet & Greet, Snipes gift cards and exclusive Snipes merchandise
- Meet & Greet with NBA Chicago Bulls star Andre Drummond
- Special performance by the Chicago Bucket Boys
- Music selections by DJ Aced Spade
- Security provided by Vista Security: 6 guards and 1 supervisor

Saturday, January 28, 2023 from 10am-7pm

- RhythmHood x Snipes Dance Collaboration
 - The crew has been fundamental in the dance community through teaching, competing regionally/nationally and events. Their mission is to nurture and grow the dance community, while uplifting and empowering dancers.
- Complementary Sneaker Cleaning, screen-printing T-shirt station and Cartoonist by Roger Hurtado
- Music selections by Hans
- Security provided by Vista Security: 6 guards and 1 supervisor

Thank you for welcoming Snipes into the Cicero community! We look forward to serving the Cicero community and impacting our community members through the Snipes Serves program.

Sincerely,
Snipes

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE VII OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING FENCING 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 has established certain zoning regulations (the “Zoning Regulations”), which were adopted as the Unified Development Code of 2023 (the “UDC”); and

WHEREAS, the UDC consolidates Chapter 22, Article VII “Fences” of the Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) into the UDC; 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 advisable and in the best interests of the Town and its residents to amend Chapter 22, Article VII of the Town Code as the fencing regulations have been consolidated into the UDC as of January 1, 2023; and

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the 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 amend Chapter 22, Article VII “Fences” of the Town Code to reflect that the fencing regulations have been consolidated into the UDC.

**ARTICLE II.
AMENDMENT TO CHAPTER 22, ARTICLE VII OF THE CODE OF ORDINANCES
OF THE TOWN OF CICERO, ILLINOIS**

Section 3.00 Amendment to Chapter 22, Article VII.

That the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, by striking Chapter 22, Article VII “Fences” in its entirety and replacing said Article as follows:

ARTICLE VII. – RESERVED

Sec. 22-316 – Sec. 22-375 Reserved.

Section 3.01 Other Actions Authorized.

The officers, employees, and/or agents of the Town shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendment contemplated by this Ordinance and to take all action necessary in conformity therewith. The officers,

employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment.

**ARTICLE III.
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 its passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE GRANT ADMINISTRATION
POLICY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF
ILLINOIS.**

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

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

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

WHEREAS, various Town departments regularly apply for and receive grants from external sources that allow those departments to improve services for Town residents and enhance the long-term and short-term objectives of the Town; and

WHEREAS, many grants include special requirements that must be followed by the Town as a grant recipient or administrator of the grant; and

WHEREAS, in order to ensure that external grants are identified, applied for, administered, and reported properly, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) previously determined that it was both advisable and in the best interests of the Town to adopt the Grant Administration Policy (the “Existing Policy”); and

WHEREAS, certain grants allow for the use of grant funds to be paid out as employee benefits for specified employees; and

WHEREAS, the Corporate Authorities recognize the need to amend the Existing Policy to clarify and authorize the use of grant funds for certain employee benefits as set forth in amended policy (the “Amended Policy”), attached hereto and incorporated herein as Exhibit A; and

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

ARTICLE I. IN GENERAL

Section 1.00 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 adopt the Amended Policy, to further authorize the President or his designee to take all steps necessary to carry out the intent of this Ordinance and to ratify any steps taken to effectuate the intent of this Ordinance.

ARTICLE II. AUTHORIZATION

Section 3.00 Authorization.

The Amended Policy is hereby adopted as the official Grant Administration Policy of the Town. The Town Board authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance.

The Town Board further ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. 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 effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

Section 4.00 Headings.

The headings for 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 in full force and effect upon its passage, approval and publication as required by law.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Town of Cicero
County of Cook
State of Illinois

GRANT ADMINISTRATION POLICY

Purpose

The purpose of this policy is to establish guidelines for the identification, application, administration and reporting of grants from various external sources; to monitor the receipt and disbursement of grant funds; and to ensure compliance with all regulations of the grant award.

Policy

The Town, through each department, shall actively pursue grant resource opportunities, maintain an active and diverse grant portfolio, utilize grant funds to supplement and enhance the long-term goals and objectives of the Town. Grant application, approval and administration shall be coordinated with and through the Grants Administrator and the Department of Financial Affairs.

Grant specific applications, agreements, and program management will be governed by the individual grant program guidance / manual. See the References section for specific materials.

Introduction

Grants have been identified as an attractive form of funding for local units of government. With local revenue sources frequently experiencing low or even stagnant growth, grants often times provide a mechanism through which programs can be developed and funded or current programs either maintained or expanded.

It is understood, however, that grants frequently come with special requirements that must be followed by the Town as recipient, and especially by the applicant and/or administrator of the grant. Such requirements can apply to the general operations of the grant, specific compliance rules, monitoring of other parties that may receive resources from the grants, specific time frame, and specialized reporting requirements. Since there are typically negative consequences for failing to meet grant requirements, in addition to a potential commitment to maintain a program, personnel, or other asset after the expiration of the grant, it is imperative that the Town have in place an effective grants procedures and standards to provide guidance to staff so as to best maximize the benefits and minimize the risks associated with grant funding.

Definitions - For the purpose of this administrative policy, the following definitions and descriptions apply to the words shown in quotation marks:

- "Accounting System" - the Town's financial and accounting software package used for entering, receiving and monitoring departmental accounts; procurement of goods, services and assets and recording of fixed assets.
- "Administrative Policy" - this permanent policy as authorized by the Town President and approved by the Town Board of the Town of Cicero. The policy may be revised from time to time and shall apply to all departments of the Town.
- "Town President" - The chief administrative officer of the Town, with the authority to execute contracts or agreements for the Town upon approval of the Town Board.
- "Executive Director" - Department Head of The Town of Cicero Department of Housing - responsible for planning, implementation, oversight, and administration of the Town of Cicero's Entitlement Grants and Programs.
- "Federal Grants Fund" - The fund established specifically for Federal grant money awarded to the Town to segregate all federal revenues and expenditures related to grants.
- "Fiscal Year" - the period of 12 months to which the annual budget applies. The Town's fiscal year begins January 1 and ends December 31.
- "Fixed Asset Tag" - A metal strip or other permanent fastened item containing a number that is used to identify the underlying asset and which indicates that asset is owned by the Town of Cicero and is recorded in the Town's fixed asset system by either the Purchasing Department or the Department of Financial Affairs.
- "Grant" - funds, equipment or services obtained through a grant application process, which may be applied for by the Town of Cicero or jointly with another municipal or governmental agency. These grant funds or services shall include, but are not limited to: the acquisition of real property, equipment, materials or services; construction, development or renovation of City facilities; construction or renovation of public infrastructure; funds to operate public programs or services, and funds to pay administrative costs for the provision of public programs, projects or services. Includes direct awards or those that require matching funds.
- "Grant Agreement" - a written contractual agreement, originated by the Grantor upon Grant application approval, which contains all required conditions, specifications and regulations applicable to the receipt of funds from a specified grant.
- "Grant Application" - the document submitted to the Grantor requesting funds. The document's format is specified by the Grantor and contains a narrative and financial description of the program, project or service for which funds are being requested.
- "Grant Compliance Report" - the form utilized by the Grants Administrator and the Project Manager to monitor the compliance, funding, reporting and completion of all grants.
- "Grantee" - the Town of Cicero or consortium of agencies, if a joint grant.
- "Grantor" - the agency from whom the grant is received.
- "Grant Profile" - the form to be completed by the Grant Administrator/Project Manager after a grant has been awarded.

- "Grants Administrator" - the Town employee responsible for providing technical assistance to all grant processes from identification to completion.
- Grant Administrator - Town of Cicero Department of Housing Employee responsible for the internal accounting of Entitlement Grants received by the U.S. Department of Housing and Urban Development.
- "DOH (Department of Housing) Grant Administrator" - the Department of Housing employee responsible for administering the Federal Entitlement Grants received by the Department of Housing and Urban Development (HUD).
- "Grant Reimbursement Request" - The form utilized by the Grant Administrator/Project Manager to submit to the Granting Agency for reimbursement of eligible expenses, a copy of which is also submitted to the Department of Financial Affairs to provide for the accurate reporting of grants receivable.
- "Procurement Code" - the Town of Cicero has adopted a Procurement/Purchasing Code. This is the Ordinance that applies to contracts for the procurement of goods and supplies, services and construction entered into by the Town.
- "Project Code" - text and/or number established to track revenues and expenditures pertinent to a specific grant, established by the Department of Financial Services used to track fund and account number classifications for all general ledger accounts.
- "Purchasing Manager" - the Town employee designated to make the purchasing decisions on behalf of the Town in accordance with state statute and local ordinance. Primary responsibilities include the procurement of supplies, services and construction in compliance with the Town of Cicero.
- "Resolution/Ordinance" - the mechanism by which the Town Board authorizes the application and acceptance of a grant.
- "Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA)" – Required by OMB Circular A-133, issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. OMB Circular A-133 sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.
- "Single Audit Report" – The report prepared by the Grants Administrator and audited by the Town's external auditors documenting the results of its organization-wide examination conducted under the Single Audit Act of 1984, subsequent amendments and the Rules of the Auditor General relating to agencies receiving federal or state grant funds.
- "State Grants Fund" – The fund established specifically for State grant money awarded to the Town to segregate all state revenues and expenditures related to grants.

I. Grant Roles and Responsibilities

- A. The Town's Grants Administrator (as well as individual department heads and financial managers of the town) shall actively research/review and request information regarding grant opportunities.
- B. The roles and responsibilities of the Grants Administrator are as follows:
 1. The Grants Administrator shall authorize the pursuit of all Grant Applications based upon

the following considerations: likelihood of award; consistency with Town objectives and priorities; Town cash match or in-kind requirements, if any; and the ability of the Town to both prepare an application, implement a program and meet compliance requirements should funding be received.

2. Work with the Town's various departments in identifying grant funding opportunities consistent with the Town's and department's mission;
3. Review all terms and conditions of identified grant funding opportunities with the Chief Financial Officer to ensure such terms and conditions do not adversely impact both short- and long-term financial activities and commitments;
4. Initial notification and coordination with other departments who may participate in some phase of the Grant Application;
5. Resolution and memorandum to the Town President, Town Attorney, and members of the Town Board presenting the Grant's Application's background, discussion, and analysis;
6. Submission of the application documents to the Grantor;
7. Preparation of the Grant Profile;
8. Provide the Department of Financial Affairs and the Chief Financial Officer with a copy of the grant award immediately upon award of the grant to the Town and requesting Department;
9. Serve as the primary point of contact for federal Grant Specialist personnel;
10. Serve as the liaison between Federal Grant Specialist personnel and the Town's project personnel;
11. Understand fully the administrative and fiscal grant requirements as set forth in the Grant Award;
12. Project implementation: The Grants Administrator shall monitor documentation for compliance with grant requirements and serve as the Project Manager for specified interdepartmental grants. Responsibilities may include, but are not limited to, the following:
 - a) Develop an internal process to provide for review and evaluation of the grant work plan throughout the scope of the grant project;
 - b) Work in collaboration with the Department of Financial Affairs to ensure project expenditures are within the scope of the approved budget;
 - c) If required, submit recommendations for the changes to the approved project plan, deliverables, and budget to the Town President and Chief Financial Officer, and if approved, submit said requests to the granter agency;
 - d) identifying, requesting and forwarding grant information to the appropriate departments;
 - e) providing technical assistance to department regarding the Grant Application and the administrative process;
 - f) receiving all original Grants Agreements and facilitating the execution of the documents;
 - g) establishing Project Codes within the Accounting System, and;

- h) maintaining the documentation record for compliance with grant and audit requirements.
- i) Ensure that sub-contractors utilized, if any, are not currently suspended or disbarred;
- 13. Preparation of the required reports per the Grant Agreement and these policies;
- 14. Monitoring expenditures using an assigned Project Code on the Accounting System;
- C. Prepare and maintain an internal tracking summary document for all grants received.
 - 1. Preparation of billing and reimbursement requests through the Department of Financial Affairs;
 - 2. Work collaboratively with the Department of Financial Affairs (Chief Financial Officer) on submission of required financial reports;
 - a) Maintain copies of all expense records including, but not limited to:
 - b) Payroll Benefits (pensions, insurance, taxes, etc.)
 - c) Supplies
 - d) Sub-contractor costs
 - e) Coordinate financial reporting records with provided documentation, and review same with the Department of Financial Affairs (Chief Financial Officer) to ensure accuracy of submitted draw down requests and financial activity reports;
 - f) Ensure submission of financial reports at such times as required by the terms and conditions of the approved grant;
 - g) Reconcile interim and close out financial reports and activity narratives with the Department of Financial Affairs and submit draw down requests and close out reports only after review and approval of same
 - 3. Monthly/ quarterly reporting on Status reports;
 - 4. Preparation of the Final Close-out report, and;
 - 5. Requesting the close of the assigned Project in accordance with specific grant closeout requirements.
- B. The roles and responsibilities of the Chief Financial Officer and Department of Financial Affairs are as follows:
 - 1. Immediately upon the award of a grant to the Town and requesting Department, contact the Town's audit firm so that the audit firm can provide to the Town the critical compliance requirements that will be evaluated in the Single Audit;
 - 2. Immediately upon receipt of the approved grant, create a file for the inclusion of the Grant Application, Work and Budget Plan, Approved Grant Notification, expenditure data, and financial reports;
 - 3. Create a separate and distinct Fund and Fund Accounting Process for revenues and expenditures associated with the specific grant so that grant financial records are not comingled with general operations of the Department and/or Town;
 - 4. Review and approve all requests for reimbursements/drawdowns prior to submission by

the Grants Administrator;

5. Monitor all grant charged costs and cost allocations;
6. Ensure proper charging of costs to grant activities
7. Conduct regular financial compliance reviews of grant fund activities and associated costs;
8. Coordinate with the Grants Administrator the preparation of Internal financial reports for review by the grantee department detailing grant expenditures, year-to-date financial activities, and balance remaining in the grant budget;
9. If required, work with the Grants Administrator in developing and submitting budget request changes from granter agency;
10. Develop an internal process for the closing of grant projects to ensure compliance with close out activities as set forth in the terms and conditions of the approved grant award that will include, but not be limited to:
 - a) Maintenance of all financial transaction documentation (payroll and contractals) associated with the grant
 - b) Submission of payroll and benefit costs to the Grant Administrator at such times as required by reporting terms of the grant
 - c) Review and approval of all draw down requests;
11. Maintain all grant related source documentation for audit purposes

C. The Project Manager is responsible for:

1. Meeting with the Purchasing Manager, if necessary, during the Grant Application process, to ensure that related grant purchases follow the Town's Procurement Code and that any grant requirements are addressed and incorporated in the purchasing bid, Request for Proposal and/or contract.
2. Ensuring that the cash match and in-kind services are clearly identified and applied during the application process to enable proper documentation throughout the grant implementation and closeout process, including identification in the Town's adopted budget.
3. If grant revenues and expenditures monies have not previously been identified in the annual budget, a budget amendment request shall be submitted by the Project Manager to the Chief Financial Officer in the Department of Financial Affairs. All budget amendments shall be submitted in a timely manner in order to keep the budget current with respect to the financial status of the grant.
4. Prepare and provide the appropriate documentation/copies to the Department of Financial Affairs and to the Town Attorney for preparation of the necessary resolution/ordinance in accordance with the agenda calendar.
5. Should the Grant Application due date preclude staff's ability to obtain Town Board approval prior to submittal of the application, the Town President may authorize the filing of the application with the agenda item presented on the next available Town Board agenda.
6. Upon approval by the Town Board, the Town's Grants Administrator shall submit the grant application package to the Grantor, providing a complete copy to the Department of Financial Affairs.

D. Cicero Department of Housing Responsibilities

1. The Town of Cicero Department of Housing is responsible for the administration of the Town of Cicero Entitlement Grants received from the U.S. Department of Housing and Urban Development.
2. The Executive Director of the Department of Housing is responsible for managing the HUD Grants. Specific procedures for these grant operations are contained in the document [Town of Cicero – Department of Housing Policy and Procedure Manual](#)
3. The DOH Grant Administrator will send copies of each drawdown from HUD's Integrated Disbursement and Information System (IDIS) to both the Department of Financial Affairs and to the Grants Administrator.

II. Identification, Application, Administration, and Evaluation

A. *Grants identification and application.* All departments of the Town must coordinate the application for grant funding through the Town's appointed Grants Administrator, who, in turn, must provide advance notice to the Town's Chief Financial Officer so that the effects on the government, for example, budget, cash flow, procurement requirements, financial reporting, or compliance requirements can be reviewed and understood prior to applying for and ultimately accepting the grant and its various terms and conditions;

B. *Strategic alignment.* Prior to applying for grant funding, the requesting department must provide the administration and the Department of Financial Affairs with an assessment of the extent to which a grant is consistent with the Town's and Department's mission, strategic priorities, and /or adopted plans as opposed to simply constituting additional funding for the department or agency of the government. Accepting a grant that is not consistent with the overall strategic direction of the Town creates the risk that the department will spend its own funds to support a grant inconsistent with overall strategic direction or commit the Town to own-source spending beyond the grant.

C. *Funding analysis.* Along with a review of strategic alignment, the requesting department, with the assistance of the Grants Administrator and Department of Financial Affairs, must perform a multi-year cost/benefit analysis prior to application or acceptance. The analysis should include matching funds (and whether or not they will need to be set aside) and any other direct costs associated with a grant, the extent to which overhead costs will be covered, in-kind contributions, audit and close-out costs, and potential costs that might need to be incurred by the Department and Town beyond the grant period. The analysis should also explore whether or not a grant requires that general revenues or a line of credit or grant anticipation notes be used to cover the gap between cash being expended and reimbursement is received by the Town.

D. *Administrative and operational support.* The Grant Procedures identified below includes a requirement that the requesting department and Grants Administrator obtain a detailed understanding of grant terms and conditions and specify how the grant will be monitored. Included are procedures related to:

1. The development of a project plan that includes how new programs or activities funded by the grant would be implemented and who would be responsible for implementation.
2. The provision of training for those responsible for the grant, so they can effectively carry

out their roles.

3. Terms and conditions for grant-funded personnel, such as severance and unemployment costs related to employees who are terminated upon expiration of the grant or operating and maintenance costs for assets that are acquired.

4. The system/process that will be used to charge expenses against the grant and to obtain reimbursement. This might require both technical procedures to account for time and materials and reporting, as well as training for employees so that they fully appreciate the importance of charging time and materials correctly.

5. Identify the individual/department responsible for carrying out the grant and making sure that proper resources are available to support that grant.

III. Overview of the Grant Life Cycle

The Town recognizes four (4) distinct stages in a grant project's life:

Initial Application: Work Plan, Budget, Assurances	Notification of Award: Conditions, Period of Performance	Performance Period: Monitoring, Drawdowns	Closeout: Final Narrative, Financial Reports
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Initial Application - Grant Application is prepared by requesting department with the assistance of the Grants Administrator and submitted to the grantor agency. A copy of the completed application must then be submitted to the Department of Financial Affairs (Chief Financial Officer) for review.

Applications will typically contain the following information:

Purpose of Project

Scope of Project, including implementation plan Goals and Objectives of Project

Detailed Budget

Funding Agency Required Assurances

Notification of Award - Grant Applicant is notified of award and application. A Notice of the Grant Award will include all critical information including, but not limited to: the project and budget period, the amount of award including (if applicable) matching fund requirements, the grantee's Federal Grant Specialist assigned to the grant, and the applicable laws, regulations, and award conditions. The Grants Administrator and/or requesting authorized Town representative must then sign and return award documents to grantor agency. At this point, the Grants Administrator, Requesting Department Representative, and Chief Financial Officer, or his designee, must carefully review all requirements, standards, guidance, schedule of grant drawdowns, and special conditions attached to the grant and related project.

Performance Period - The Grants Administrator and Requesting Department/Agency must manage the grant project according to requirements, standards, and guidance contained within the grant terms and conditions. Quarterly, bi-annual, or annual, narrative and financial progress status reports will be required in accordance with the frequency established in the special conditions of the award document. Any modifications to the approved implementation plan should be submitted to the grantor agency. Complete all deliverables as stated in the grant application.

Close Out - Upon completion of the performance period of the grant award, the grantee is required to submit a final report of activities and performance and the final financial report. Recipients are generally required to submit all reports required by the terms and conditions of their award within 90 days of the completion of the project period. It shall be the Town's standard to permanently retain financial records and supporting project documents related to grant funding.

IV. Award Notification, Review, and Acceptance Procedure

A. Upon receiving notice of a Grant Award packet from the funding agency, the Grant Administrator will adhere to the following review and acceptance procedure:

1. The Grants Administrator shall review all Grant Agreements, and at his/her discretion, seek review by the Department of Financial Affairs, the Town's Grants Consultant, and the affected department, prior to execution by the proper Town official(s).
2. The Grants Administrator will forward the Approved Grant packet to the Town President for review and approval. The Grants Administrator shall prepare the Resolution requesting Town Board authorization for the Town President to execute the Grant Agreement and related documents;
3. The Grant Agreement will be signed by the Town President and then returned to the Grant Administrator.
4. Once executed by the Town President, the Grants Administrator will forward the executed document to the Grantor.
5. The Grants Administrator will authorize the requesting department to begin grant activities
6. The Grants Administrator will retain the original, executed grant agreement and forward a copy of same to the Department of Financial Affairs (Chief Financial Officer);
7. The Grants Administrator will schedule an initial project meeting at which time an implementation plan for stated grant work plan activities, as were set forth in the approved grant document, will be developed.

B. Initial Grant Project Meeting Procedure

1. Review all funding agency requirements with project staff including applicable regulations and record keeping and reporting requirements;
2. Address any staff issues and concerns with the grant work plan. Identify potential problems in grant implementation to create contingency plans;
3. Create an implementation timeline/schedule for grant work plan activities with roles and responsibilities and related activities clearly assigned to specific personnel;
4. Set up master Project grant file

C. Grant File Set Up - In order to provide continuity across grant funded programs, grant master files should consist of the following documents:

1. Original grant application
2. Award letter & special conditions
3. Implementation schedule
4. Required reports

5. Modification documents
6. Monthly fiscal reports on grant activities
7. Miscellaneous - Correspondence with funding agency and internal communications related to the grant
8. Sub-grantee file, including subcontract agreements, etc.

V. Grant Reporting Procedure

- A. The Notice of the Grant Award packet for all grants will contain information on reporting requirements for grant funded projects.
- B. Reporting requirements will differ among funding agencies, and reports may be required on a monthly, quarterly, bi-annual, or annual basis.
- C. General report types are performance, financial, or close out reports. It is the Grants Administrator's responsibility to ensure that all required reports are submitted to the funding agency before their respective due dates.
- D. The failure to submit required reports on time or failure to submit accurate reports can negatively affect current and future funding from the funding agency.
 1. Upon receipt of the Grant Award packet, a grant report schedule will be established by the Grants Administrator.
 2. Immediately, the Grants Administrator will provide a copy of the grant agreement upon receipt of the award to the requesting department and to the Department of Financial Affairs.
 3. Two (2) weeks prior to the report due date, the Grants Administrator will meet with key project staff and the Chief Financial Officer, or his designee, to review the current status of the grant project and related finances.
 4. The Grants Administrator will prepare, and the Chief Financial Officer will review and approve the required fiscal report.
 5. Upon review and approval of the DRAFT Financial Report, the Grants Administrator will finalize the report and submit it to the grantor agency.

VI. Grant Close Out Procedure

- A. The Notice of Grant Award will state the period of the grant funded project and will state the last date of the project period, unless amended upon approval of the grantor agency. The close out of a grant funded project must be completed in a timely manner and consist of all required reports as stated in the Notice of Grant Award. The close out of a grant does not negate any additional requirements for reporting of property purchased with grant funds, grant records retention, or financial accountability. If any grant funds have not been expended during the approved grant project period, they must be returned to the funding agency.
- B. The Grants Administrator includes in the evaluation of the grant funded project a recommendation on the continuation or discontinuation of the specific grant opportunity, and/or other grant options available to achieve similar Town objectives and priorities, when appropriate.

This evaluation shall be an internal Town document submitted to the Department of Financial Affairs and not included with the Grantor's closeout report.

C. During the close out of any grant funded project, the following procedure should be followed:

1. Review final supplies, materials, equipment purchases, payroll and benefit costs related to the approved project. Additional charges made after the close out date will be disallowed by the funding agency.
2. Review all previously submitted funding agency required reports to verify accuracy (all required reports should be contained in the grant file).
3. Ensure all project staff effort has been correctly accounted for and is contained in the grant file.
4. Schedule a grant close-out meeting with project staff to review all information in the grant file for accuracy.
5. Retain close out file with the grant's designated file.

VII. Reconciliation

- A. After the end of the fiscal year, the Grants Administrator will prepare the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). This schedule is considered preliminary until the Town's financial audit is complete. The SEFA is required to be completed in accordance with the Uniform Guidance (2.CFR.200.502)
- B. The Grants Administrator will have a specified time from the date they receive the preliminary SEFA to submit final numbers back to the granting agency. The Department of Financial Affairs will be required to approve the final worksheet.
- C. The Grants Administrator is required to coordinate with the Department of Financial Affairs prior to providing information to or meeting with the external auditors.
- D. The Grants Administrator will coordinate any requests for additional information for the external auditors.

VIII. Audit Requirements

All external audits will comply the Town's Audit Policy and with Statutory requirements Federal awards will also comply with Audit Requirements as stated in Uniform Guidance 2.CFR 200

IX. Ensuring Proper Documentation

- A. General Standards for Supporting Documentation
1. Documents provide for a record of various financial events, transactions, or activities. Typical grant transactions may include: Personnel and benefits costs, equipment and supplies purchases, cost for contractor related services, and grant income or revenue. Supporting documentation provides the Town of Cicero with internal controls which in turn, provide evidence of who requested a transaction, why it was approved, and if it was a necessary transaction.
 2. In order to support proper documentation for grants, Town personnel will utilize the following practices:

- a) Standard Town of Cicero purchasing, accounts payable, and payroll protocols will be utilized;
- b) Accounting records will be supported by source documentation including copies of checks, paid bills, purchase orders, etc.
- c) Full time effort of employees that are grant supported will be tracked by time and attendance records.
- d) Accounting records for grant funds will contain the following information: Authorizations, obligations, unobligated balances, outlays /expenditures, and income (if any).

X. Record Retention Requirements

OMB Circular A-102, superseded and streamlined with Title 2 CFR Part 200, was established to ensure consistency and uniformity among Federal agencies in the management of grants and cooperative agreements with State, local, and federally-recognized Indian tribal governments and states that, "all Federal agencies administering programs that involve grants and cooperative agreements with State, local and Indian tribal governments (grantees) shall follow the policies in this Circular. If the enabling legislation for a specific grant program prescribes policies or requirements that differ from those in this Circular, the provisions of the enabling legislation shall govern." Pursuant to this circular is Section 42, "Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments," also known as the "Common Rule." It is the standard of the Town of Cicero to maintain grant related records permanently.

Related records include the following:

- Notice of Award Package
- Required Narrative and Financial Reports
- All Related Financial Documentation

XI. PROCUREMENT PROCEDURES

1. The Town of Cicero shall follow the Federal Procurement Procedures (2 CFR 200.317-200.327) for any project that is funded in whole or in part with Federal Dollars. See Section XI. B. below.

2. Projects that are funded in whole or in part with State of Illinois dollars shall follow the State Procurement Procedures as well as any applicable Federal Procurement Procedures required.

<https://www2.illinois.gov/cms/business/procurement/Pages/default.aspx>

3. Any other projects that are a part of a specific local grant agreement shall include those procurement procedures which are a part of the grant agreement.

A. General Procurement Procedures:

1. Codes of Conduct/Conflict of Interest: Agents of the Town

No employee, officer, or agent of the Town shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent,

any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial interest in the firm selected for an award.

2. Contractors Competing for Town Procurements

Contractors who develop or draft specifications, requirements, statement of work (scope of services) or request for proposals are strictly prohibited from competing for Town procurements where such procurements are provided through federal funds for which the specifications/proposals are drafted.

3. Competition, Cost Analysis and Procurement: Federal Fund Transactions

All procurement transactions must be conducted in a manner that provides, to the maximum extent practical, open and free competition. In essence, grantee agencies/departments are prohibited from making any expenditure with federal funds until a cost/price analysis has been completed.

Cost Analysis is the review and evaluation of each element of cost to determine whether it is reasonable, allocable to that grant program, and an allowable cost for that grant program. **Cost Analysis** involved the examination of all of the element used in calculating a contract's total estimated cost. Additional cost analysis should be completed should there be contract modifications that introduce new conditions.

Price Analysis involves the comparison of marketplace prices. Price analysis can be conducted in one, or combination of, several methods. These include comparing offered prices including discounts with those listed in commercial catalogs, or with those recently submitted for similar services. It can be done, for example, by comparing the price quotes submitted by vendors, or by telephoning other vendors to obtain their market price, or simply by comparing published market prices.

Soliciting competitive bid prices from vendors might be accomplished in different ways. For example, a grantee department can obtain vendor prices by advertising in newspapers, sending letters to prospective vendors, telephoning prospective vendors, or even by comparing prices in published catalogs.

4. Solicitation/Bid Requirements

Solicitations for bids should clearly state all the requirements the vendor must fulfill in order for the bid or offer to be evaluated by the grantee agency. The procurement should be given to the vendor who bid or offer is responsive to the solicitation, and is the most advantageous to the grantee agency (considering price, quality, and other applicable factors). Any and all bids or offers may be rejected when it is in the grantee's interest to do so. This means that grantees do not have to accept the lowest bid received because other factors, such as quality of the product or service record of the vendor, may also be considered by the grantee in making the decision.

B. Federal Procurement Procedures (2 CFR 200.317-200.327)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public

policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases -

(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases -

(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold

established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified

offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small

Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are

allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII. Compensation for Work Performed in Implementation of Grant Award

Reimbursement of payroll costs for time spent on federal awards must be fully documented by relevant payroll records consistent with approved salary schedules and negotiated compensation and benefit packages (including paid time off for employees working on specific federal awards) where involved personnel is covered by a collective bargaining agreement or the Town of Cicero Employee Manual. At a minimum:

- Responsible parties within the grantee agency must maintain accurate records that clearly track the work performed on an award by individual participants. Records shall contain the name of the individual(s), date of service, hours of activity, and a description of the work performed;
- Where possible, payroll shall track the hours spent on specific awards by individual and show the payroll cost associated with the provided service per pay period.
- The Grants Administrator shall include a copy of relevant payroll records with any reports seeking reimbursement of payroll costs or as justification of reported costs.

XIII. Costs

All allowable costs will be determined by OMB 2 CFR, 200, FARs, and/or by the granting entity through grant manuals or award terms and conditions.

For Federally Sponsored Awards, allowable costs generally fall within these guidelines:

1. Costs must be reasonable. This is defined as the action that a prudent person would take under the circumstance.
2. Costs must be allocable to federally sponsored agreements under the principles and methods described in OMB A-21. (See OMB Circular A-21; Unallowable Costs.)
3. Costs must be given consistent treatment through application of Generally Accepting

Accounting Principles (GAAP) appropriate to the circumstances as dictated by Cost Accounting Standards (CAS). This includes the use of account codes and cost classification.

4. Costs must conform to any limitations or exclusions set forth in OMB Circular A-21 or in the sponsored agreement as to types or amounts of cost items.

XIV. Cost Classifications: Allowable, Unallowable, Indirect

A. Classification: Assigning Account Codes

The administration of a contract or grant project involves identifying all costs associated with it. Cost information is needed both to manage the internal affairs of the Town and to satisfy external requirements. An account code is assigned to each cost to classify the expenditure according to goods or services received.

B. Allowable Direct Costs

Direct costs are expenditures associated with grants, contracts, and cooperative agreements that are necessary for and can be identified with the performance of a specific sponsored

project. Direct costs of a sponsored project include all personnel costs charged to the project, expenditures for supplies and equipment, travel expenses, printing, other service department charges, and any other expenses specifically identified with the project.

C. Unallowable Costs

Unallowable functions, such as lobbying, public relations, and fundraising, are groups of costs that due to the nature of the function will make the expenditure unallowable. For example, salaries and wages are generally allowable costs; however, those same salaries and wages incurred for the benefit of a fundraiser are unallowable. Therefore, the function makes the expenditure unallowable.

Some unallowable costs, such as alcoholic beverages, are types of expenditures that are specifically unallowable by law, regulations and/or contract terms. See OMB Circular A-21 section J. Both unallowable costs and expenses connected with unallowable functions must not be directly charged to sponsored agreements. Other costs, such as utilities and building maintenance are unallowable as a direct cost unless approved in the proposal process and by the sponsor.

D. Facilities and Administrative Costs (Formerly Indirect Costs)

Facilities and Administrative (F & A) costs are expenditures associated with a grant, contract, or cooperative agreement that cannot be directly charged to nor specifically identified with individual sponsored projects. These costs include maintenance of physical facilities, library services, administrative services, and departmental administration. In general, F&A costs involve expenditures necessary for the development and maintenance of an environment conducive to research and other sponsored projects.

Most grants and contracts provide for the recovery of F&A costs incurred in their executions and management. The recovery is based upon negotiated rates and assessed to individual projects on a percentage basis.

In most cases, F&A costs for a sponsored project are calculated by multiplying the approved F&A rate and the wages paid on the award. F&A cost is charged based upon the rate and base in the approved award, up to the federally negotiated rate. Slight F&A cost adjustments may be made manually by the Grants Coordinator during the award closeout process.

E. Additional Contract provisions

The recipient shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be

applied to subcontracts:

- a) Contracts **in excess of the** Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms and provide for such remedial actions as may be appropriate.
- b) All contracts in excess of the Simplified Acquisition Threshold shall contain suitable provisions for termination by the recipient, including the manner by which terminations shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds
- d) \$150,000. For those contracts or subcontracts exceeding \$150,000, the federal awarding agency may accept the bonding policy and requirements of the recipient, provided the federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract
 - (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
 - (4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."
 - (5) All negotiated contracts (except those for less than the Simplified Acquisition Threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal Awarding Agency, the

Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

XV. APPENDIX

All contracts, awarded by a recipient including small purchase, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity-All** contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All** contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR pm13, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Pm1 by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)-When** required by Federal legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Depm1ment of Labor regulations (29 CFR part 15, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where** applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours

in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement-Contracts** or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act 33 U.S.C. 1251 et seq.), as amended Contracts** and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**-Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)-A** contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

XVI. Reference Documents

- Office of Management & Budget Title 2, Code of Federal Regulations (CFR), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards.

Note: Where any other circulars are referenced, 2 CFR 200 acts to consolidate these federal guidelines and, per the OMB website, "supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110 and A-122 (which have been placed in 2 CFR Parts 220, 225, 215, and 230); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up."

Code of Federal Regulations (CFR) Title 2 CFR Grant and Agreements

Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- Subpart A -Acronyms and Definitions
- Subpart B - General Provisions
- Subpart C - Pre-Federal Awards Requirements & Contents of Federal Awards
- Subpart D - Post-Federal Awards Requirements
- Subpart E - Costs Principles
- Subpart F - Audit Regulations

See especially:

Procurement Standards

§200.317	Procurement by states
§200-318	General procurement standards
§200-319	Competition
§200-320	Methods of procurement to be followed
§200-321	Contracting with small and minority businesses
§200-322	Procurement of recovered materials
§200-323	Contract cost and price
§200-324	Federal awarding agency or pass-through entity-review
§200-325	Bonding requirements
§200-326	Contract provisions

Performance and Financial Monitoring and Reporting

§200-327	Financial reporting
§200-328	Monitoring and reporting program performance

§200-329 Reporting on real property

- [Town of Cicero – Department of Housing Policy and Procedure Manual](#)
- [Town of Cicero - Community Development Action Plan](#)
- **Title 24. Housing And Urban Development** Subtitle B. Regulations Relating To Housing And Urban Development Chapter V. Office Of Assistant Secretary For Community Planning And Development, Department Of Housing And Urban Development Subchapter C. Community Facilities **Part 576. Emergency Solutions Grants Program Subpart F. Grant Administration**
[24 CFR Subpart F - Grant Administration](#)

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PLAT OF DEDICATION FOR CERTAIN REAL
PROPERTY KNOWN AS 21ST PLACE BETWEEN AUSTIN BOULEVARD AND 18TH
AVENUE IN THE TOWN OF CICERO**

**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 APPROVING A PLAT OF DEDICATION FOR CERTAIN REAL
PROPERTY KNOWN AS 21ST PLACE BETWEEN AUSTIN BOULEVARD AND 18TH
AVENUE IN THE TOWN OF CICERO**

WHEREAS, the Town of Cicero, Illinois (the “Town”) is the owner of certain real property located north of Cermak Road between Austin Boulevard and 18th Avenue (the “Property”); and

WHEREAS, the Town has determined that it is in the best interests of the Town and its residents to dedicate the Property as a public right of way (“ROW”) to hereafter be known as 21st Place; and

WHEREAS, the Town Engineer has submitted a Plat of Dedication (the “Plat”) to the Board of Trustees (the “Town Board”) for its consideration, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President and the Town Board find that approval of the Plat will be in furtherance of the public health, safety, and welfare of the Town and its residents and will otherwise be in the best interests of the Town;

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. Approval of the Plat. The Town Board deems it advisable and necessary for the operation of the Town and the health, safety and welfare of the residents of the Town to approve the execution and recording of the Plat in substantially the same form as submitted to the Town Board, subject to modifications reasonably approved of or required by the Illinois Department of Transportation, the Town Attorney, the Town Engineer, or their respective designees prior to the recording of the Plat. The appropriate Town officials, employees and independent contractors are hereby authorized and directed to take all action reasonably required to carry out and give effect to the purpose and intent of this Ordinance including, but not limited to, the execution and delivery of the Plat and the posting of any necessary signage.

Section 3. Conditions. The Town Engineer shall submit a final Plat, which shall be drawn on Mylar, to the Town Board.

Section 4. Savings Clause. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect, but such suits and rights shall continue in 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 5. 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

MEMO

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

Attn: President & Board of Trustees

From: Tim Geary, P.E.

CC: Maria Punzo-Arias, Clerk, Michael Del Galdo, Town Attorney, Craig Pesek, Project Manager, #22553

Date: 1/5/2023

Re: L Strip Parking Lot & Alley Right of Way Dedication

Dear President & Board of Trustees

In conjunction with the proposed L Strip Parking Lot Paving improvement project, it was recommended that the Town consider dedicating this strip of land as public right-of-way ("ROW"). The dedication of these parcels as ROW will afford the Town certain control and flexibility regarding outside agency permitting requirements.

The proposed L Strip Parking Lot Paving Project will include the complete reconstruction of the L Strip parking lot and the adjacent south commercial alley including storm water drainage improvements as well as green infrastructure (permeable pavers) construction to provide storm water management relief. This project will be fully fund by American Rescue Plan Act (ARPA) Funds. The project is scheduled to begin in Spring 2023.

For your review, please find attached the proposed Plat of Dedication plan sheets (3 of 3). As shown, the proposed ROW will be designated as 21st Place – Lombard Avenue to Central Avenue.

Respectfully,

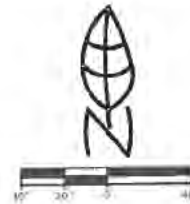


Tim Geary, P.E.
Town Engineer

PLAT OF DEDICATION

OF

THE SOUTH 15.00 FEET OF THE NORTH 63.00 FEET OF LOTS 3 AND 6 IN BLOCKS 15, 15, 14 AND 13 AND THE NORTH AND SOUTH VACATED ALLEY LYING SOUTH OF THE NORTH LINE OF SAID SOUTH 15.00 FEET OF THE NORTH 63.00 FEET AND THE SOUTH 70.00 FEET OF LOTS 3 AND 6 IN BLOCKS 13, 14, 15 AND 18 IN MANDEL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



COUNTY CLERK CERTIFICATE

 COUNTY CLERK

ENGINEER CERTIFICATE

STATE OF ILLINOIS
 COUNTY OF COOK) SS
 I, _____, ENGINEER FOR THE TOWN OF CICERO, ILLINOIS,
 APPROVE AND ACCEPT THE DEDICATION OF STREETS DESCRIBED IN SAID PLAT.
 DATED AT THE TOWN OF CICERO, COOK COUNTY, ILLINOIS, THIS _____ DAY
 OF _____ A.D., 20____.

 ENGINEER

TOWN OF CICERO DEDICATION APPROVAL

STATE OF ILLINOIS
 COUNTY OF COOK) SS
 THIS PLAT OF DEDICATION HAS BEEN APPROVED BY THE PRESIDENT AND BOARD OF
 TRUSTEES OF THE TOWN OF CICERO, ILLINOIS AT A MEETING HELD ON THIS _____ DAY
 OF _____ A.D., 20____.

 PRESIDENT

 CLERK

OWNER'S CERTIFICATE

STATE OF _____
 COUNTY OF _____) SS
 THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN
 THE PLAT OF DEDICATION, AND HAS CAUSED THE SAME TO BE SURVEYED AS
 INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES
 HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE
 THEREON INDICATED.
 THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE AREAS DESIGNATED ON
 THIS PLAT FOR PUBLIC STREET.
 DATED THIS _____ DAY OF _____ A.D., 20____.

 NAME

 TITLE

 ADDRESS

NOTARY CERTIFICATE

STATE OF _____
 COUNTY OF _____) SS
 I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE
 STATE AFORESAID, DO HEREBY CERTIFY THAT _____ IS
 PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED
 TO THE FOREGOING INSTRUMENT, APPEARED TO ME THIS DAY IN PERSON AND
 ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR
 OWN FREE AND VOLUNTARY ACT, AS GIVEN UNDER MY HAND AND NOTORIAL SEAL.
 DATED THIS _____ DAY OF _____ A.D., 20____.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

STATE OF ILLINOIS
 COUNTY OF DUPAGE
 I, THOMAS J. GEBAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2205, DO
 HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREON DRAWN FROM PUBLIC
 RECORDS FOR THE PURPOSE OF RIGHT OF WAY DEDICATION.
 FURTHERMORE, I DESIGNATE THE TOWN OF CICERO TO ACT AS MY AGENT FOR THE
 PURPOSES OF RECORDING THIS DOCUMENT.
 DATED THIS _____ DAY OF _____ A.D., 2022, AT USLE, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
 MY LICENSE EXPIRES NOVEMBER 30, 2024.
 ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL
 ENGINEERING CORPORATION NO. 184-01245



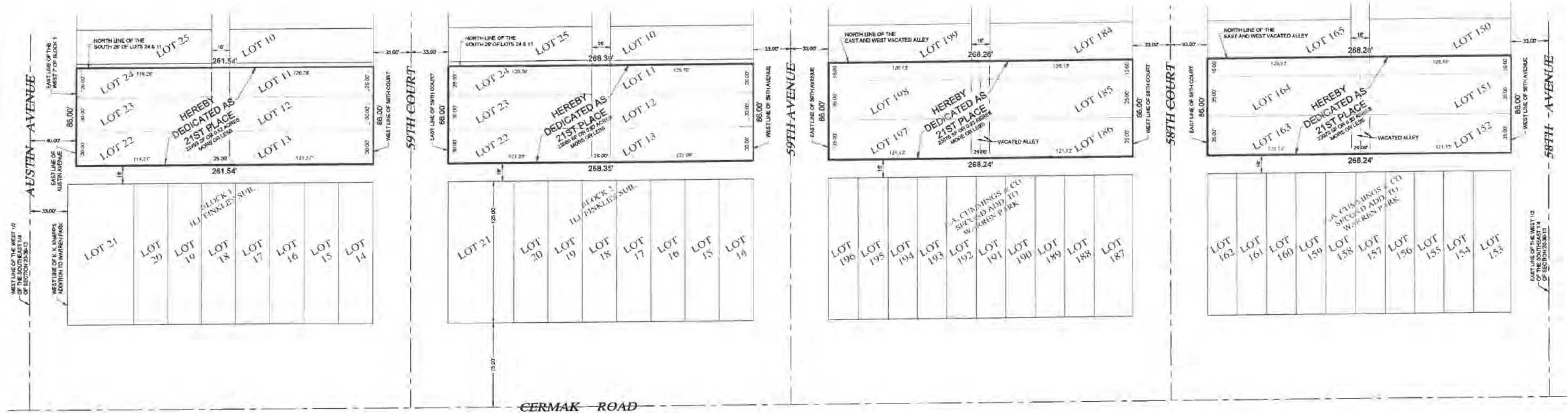
Morris Engineering, Inc.
 Civil Engineering • Consulting
 Land Surveying
 515 Wenemille Road, Lisle, IL 60532
 Phone: (630) 271-0770
 Survey: (630) 271-0599
 FAX: (630) 271-0774
 Website: www.mecivil.com

PLAT OF DEDICATION

OF

LOTS 22, 23, 13, 12 AND THE SOUTH 26.00 FEET OF LOTS 24 AND 11 AND THE NORTH AND SOUTH ALLEY LYING SOUTH OF THE NORTH LINE OF THE SOUTH 26.00 FEET OF SAID LOTS 24 AND 11 IN BLOCKS 1 AND 2 IN H. J. FRANK'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOTS 197, 198, 186, 184, 183, 181 AND 182 AND THE EAST AND WEST VACATED 16 FOOT ALLEY LYING BETWEEN THE EAST LINE OF 59TH AVENUE AND THE WEST LINE OF 58TH AVENUE AND LYING NORTH OF THE ABOVE DESCRIBED LOTS, AND THE NORTH AND SOUTH VACATED ALLEY LYING BETWEEN THE ABOVE DESCRIBED PROPERTY ALL IN E.A. CUMMINGS AND CO SECOND ADDITION TO WARREN PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK) SS

I, _____ ENGINEER FOR THE TOWN OF CICERO, ILLINOIS,
APPROVE AND ACCEPT THE DEDICATION OF STREETS DESCRIBED IN SAID PLAT.

DATED AT THE TOWN OF CICERO, COOK COUNTY, ILLINOIS, THIS _____ DAY
OF _____ A.D., 20____

ENGINEER _____

ENGINEER CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK) SS

I, _____ ENGINEER FOR THE TOWN OF CICERO, ILLINOIS,
APPROVE AND ACCEPT THE DEDICATION OF STREETS DESCRIBED IN SAID PLAT.

DATED AT THE TOWN OF CICERO, COOK COUNTY, ILLINOIS, THIS _____ DAY
OF _____ A.D., 20____

ENGINEER _____

TOWN OF CICERO DEDICATION APPROVAL

STATE OF ILLINOIS
COUNTY OF COOK) SS

THIS PLAT OF DEDICATION HAS BEEN APPROVED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE TOWN OF CICERO, ILLINOIS AT A MEETING HELD ON THIS _____ DAY
OF _____ A.D., 20____

PRESIDENT _____

CLERK _____

OWNER'S CERTIFICATE

STATE OF _____
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN
THE PLAT OF DEDICATION, AND HAS CAUSED THE SAME TO BE SURVEYED AS
INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES
HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE
THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE AREAS DESIGNATED ON
THIS PLAT FOR PUBLIC STREET.

DATED THIS _____ DAY OF _____ A.D., 20____

NAME _____

TITLE _____

ADDRESS _____

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE
STATE AFORESAID, DO HEREBY CERTIFY THAT
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, APPEARED TO ME THIS DAY IN PERSON AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR
OWN FREE AND VOLUNTARY ACT, AS GIVEN UNDER MY HAND AND NOTORIAL SEAL.

DATED THIS _____ DAY OF _____ A.D., 20____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

STATE OF ILLINOIS
COUNTY OF DUPAGE

I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2205, DO
HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREON DRAWN FROM PUBLIC
RECORDS FOR THE PURPOSE OF RIGHT OF WAY DEDICATION.

FURTHERMORE, I DESIGNATE THE TOWN OF CICERO TO ACT AS MY AGENT FOR THE
PURPOSES OF RECORDING THIS DOCUMENT.

DATED THIS _____ DAY OF _____ A.D., 2022, AT LISLE, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2024.
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL
ENGINEERING CORPORATION NO. 184-001245



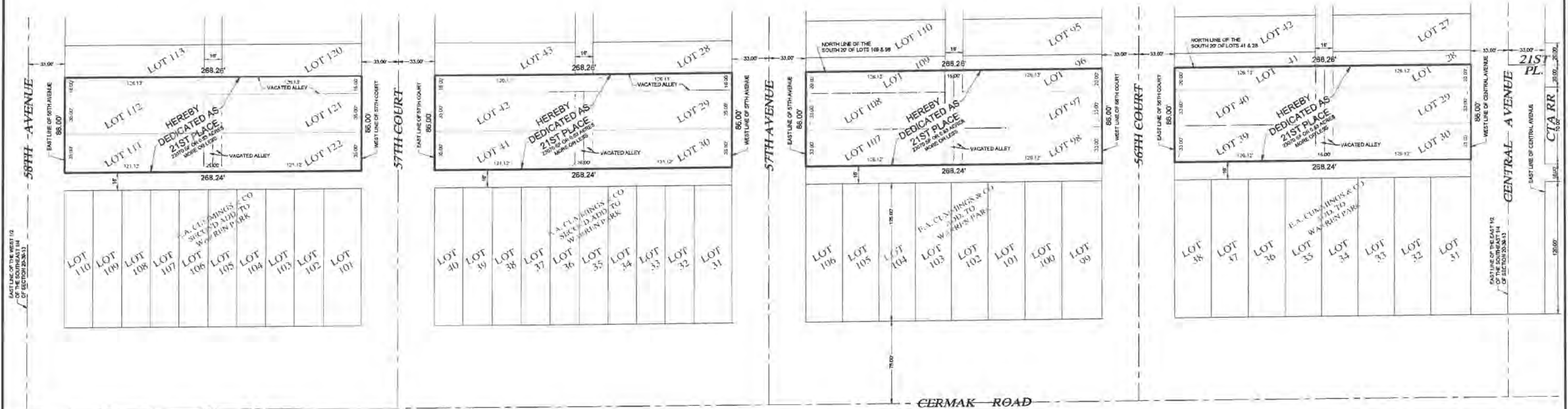
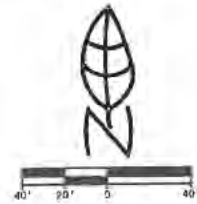
Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Lake, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
FAX: (630) 271-0774
Website: www.mecivil.com

PLAT OF DEDICATION

OF

LOTS 112, 111, 121, 122, 41, 42, 30 AND 29 AND THE EAST AND WEST VACATED 16 FOOT ALLEY LYING BETWEEN THE EAST LINE OF 58TH AVENUE AND THE WEST LINE OF 57TH AVENUE AND NORTH OF THE ABOVE DESCRIBED LOTS AND THE NORTH AND SOUTH VACATED ALLEY LYING BETWEEN THE ABOVE DESCRIBED PROPERTY ALL IN E.A. CUMMINGS & CO SECOND ADDITION TO WARREN PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOTS 107, 106, 98, 97, 39, 40, 29 AND 30 AND THE SOUTH 20.00 FEET OF LOTS 28, 41, 96 AND 109 AND THE NORTH AND SOUTH ALLEY LYING BETWEEN THE ABOVE DESCRIBED LOTS ALL IN E.A. CUMMINGS & CO ADDITION TO WARREN PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK) SS
I, _____ ENGINEER FOR THE TOWN OF CICERO, ILLINOIS,
APPROVE AND ACCEPT THE DEDICATION OF STREETS DESCRIBED IN SAID PLAT.
DATED AT THE TOWN OF CICERO, COOK COUNTY, ILLINOIS, THIS _____ DAY
OF _____ A.D., 20____
ENGINEER _____

ENGINEER CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK) SS
I, _____ ENGINEER FOR THE TOWN OF CICERO, ILLINOIS,
APPROVE AND ACCEPT THE DEDICATION OF STREETS DESCRIBED IN SAID PLAT.
DATED AT THE TOWN OF CICERO, COOK COUNTY, ILLINOIS, THIS _____ DAY
OF _____ A.D., 20____
ENGINEER _____

TOWN OF CICERO DEDICATION APPROVAL

STATE OF ILLINOIS
COUNTY OF COOK) SS
THIS PLAT OF DEDICATION HAS BEEN APPROVED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE TOWN OF CICERO, ILLINOIS AT A MEETING HELD ON THIS _____ DAY
OF _____ A.D., 20____
PRESIDENT _____
CLERK _____

OWNER'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN
THE PLAT OF DEDICATION AND HAS CAUSED THE SAME TO BE SURVEYED AS
INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES
HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE
THEREON INDICATED.
THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE AREAS DESIGNATED ON
THIS PLAT FOR PUBLIC STREET.
DATED THIS _____ DAY OF _____ A.D., 20____
NAME _____
TITLE _____
ADDRESS _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS
I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE
STATE AFORESAID, DO HEREBY CERTIFY THAT
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED
TO THE FOREGOING INSTRUMENT, APPEARED TO ME THIS DAY IN PERSON AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR
OWN FREE AND VOLUNTARY ACT, AS GIVEN UNDER MY HAND AND NOTORIAL SEAL
DATED THIS _____ DAY OF _____ A.D., 20____
MY COMMISSION EXPIRES _____
NOTARY PUBLIC _____

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS
I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2205, DO
HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT HEREON DRAWN FROM PUBLIC
RECORDS FOR THE PURPOSE OF RIGHT OF WAY DEDICATION.
FURTHERMORE, I DESIGNATE THE TOWN OF CICERO TO ACT AS MY AGENT FOR THE
PURPOSES OF RECORDING THIS DOCUMENT.
DATED THIS _____ DAY OF _____ A.D., 2022, AT USLE, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2024.
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL
ENGINEERING CORPORATION NO. 184-001245



Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warramille Road, Lisle, IL 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
Fax: (630) 271-0774
Website: www.mecivil.com

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY
COMMONLY KNOWN AS 2501 ½ SOUTH CICERO AVENUE, CICERO, ILLINOIS.**

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

Date of Publication: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY
COMMONLY KNOWN AS 2501 ½ SOUTH CICERO AVENUE, CICERO, ILLINOIS.**

WHEREAS, the property located at 2501 ½ South Cicero Avenue, Cicero, Illinois (the “Property”) is located in the M-2 Light Manufacturing zoning district in the Town of Cicero (the “Town”); and

WHEREAS, Basil Ward on behalf of Crown Castle and AT&T Mobility (the “Applicants”), desire to install certain Equipment (as defined below) on and around an existing freestanding cellular tower located on the Property; and

WHEREAS, the Property is located in the former M-2 Light Manufacturing zoning district, as the Application was received by the Town prior to the implementation of the Unified Development Code of 2023 (the “UDC”); and

WHEREAS, as the UDC was not in effect at the time the Application was submitted to the Town, the Application was processed and considered pursuant to the provisions of the Cicero Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”); and

WHEREAS, pursuant to the Zoning Ordinance, adding the Equipment requires that a special use permit be granted by the Board of Trustees of the Town (the “Town Board”); and

WHEREAS, the Applicants therefore submitted a request to the Town for a special use permit (the “SUP”) to allow for the installation of telecommunications equipment for AT&T Mobility on an existing tower consisting of twelve (12) antennas, fifteen (15) radios, and related equipment (collectively, the “Equipment”); and

WHEREAS, the Town’s Planning and Zoning Commission (“PZC”) held a public hearing, pursuant to proper notice, on the Applicants’ request for the SUP; and

WHEREAS, based on the testimony given at said public hearing, the PZC made certain findings of fact and conclusions with respect to the requested SUP and a recommendation to the Town Board that the SUP 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, the Town Board has determined that granting the SUP is in the best interests of the Town and is in furtherance of the public health, safety and welfare;

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. 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 SUP to allow for the installation of the Equipment. The Zoning Relief is subject to the conditions set forth in Section 3 of this Ordinance.

Section 3. Conditions. The SUP granted hereunder shall terminate if the Applicants shall deviate at all from the plans submitted to the Town. If the Applicants find that deviation from the submitted plans is necessary, new plans reflecting such deviations must be resubmitted to the PZC and the Town Board for approval.

Section 4. 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 5. 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 PLANNING AND ZONING COMMISSION

RE: 2501 ½ South Cicero Avenue, Cicero, Illinois 60804 (the “Property”)

GRANT OF A SPECIAL USE PERMIT

On January 11, 2023, the Town of Cicero Planning and Zoning Commission (“PZC”) recommended granting a special use permit for the Property, based on the following:

1. Basil Ward on behalf of Crown Castle and AT&T Mobility (the “Applicants”) submitted a request to the Town of Cicero (the “Town”) seeking a special use permit (the “SUP”) to allow for the installation of telecommunications equipment, fifteen (15) radios, and twelve (12) antennae for AT&T on an existing tower as set forth in the Application (collectively, the “Equipment”); and
2. The Property is located in the former M-2 Light Manufacturing zoning district, as this Application was received by the Town prior to the implementation of the Unified Development Code of 2023 (the “UDC”); and
3. As the UDC was not in effect at the time the Application was submitted to the Town, the Application was processed and considered pursuant to the provisions of the Cicero Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”), which states that wireless telecommunications equipment may be allowed as a special use in the M-2 Light Manufacturing zoning district; and
4. In accordance with the Illinois Compiled Statutes and the Zoning Ordinance, the PCZ held a duly-noticed public hearing regarding the Applicants’ requested zoning relief (the “Hearing”); and
5. At the abovementioned Hearing, the Applicants provided credible evidence showing that: (a) the installation of the Equipment will not inhibit emergency communications; (b) the installation of the Equipment will not exceed engineering estimates regarding the capacity of the Tower; (c) the installation of the Equipment will not increase the total square footage occupied by equipment supporting the Tower; (d) the installation of the Equipment will not increase the height of the Tower; and (e) the installation of the Equipment may increase 911 availability in the area of the Tower by freeing up availability on other networks; and
6. In light of the above, the Applicants established that granting the SUP to allow for installation of the Equipment 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. Further, the above evidence demonstrated that: (a) the requested special use will conform in all other respects to the applicable regulations of the M-2 Light Manufacturing zoning district; and (b) there is a public necessity for the Equipment.

CONCLUSION AND CONDITIONS

The Applicants showed that the requested Zoning Relief would comply with the requirements set forth in the Zoning Ordinance. The Equipment will be co-located on the Tower with existing facilities, which is encouraged by the Zoning Ordinance. The proposed project will not alter the essential character of the area nor negatively impact neighboring property values, as the Tower currently exists and already supports other facilities. Based on the foregoing, the PZC recommends granting the SUP to allow the installation of the Equipment at the Property, in accordance with the plans submitted by the Applicants.

Jessica Jaramillo, Chair

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN THIRD AMENDMENT TO THE REAL ESTATE SALE CONTRACT BETWEEN THE TOWN OF CICERO AND VEQUITY, LLC FOR THE SALE OF CERTAIN REAL PROPERTY LOCATED IN 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 and Vequity, LLC, a Delaware limited liability company, (“Vequity”) previously entered into that certain real estate contract (the “Contract”), incorporated herein by reference, regarding the sale by the Town and the purchase by Vequity of certain property as described in the Contract and located generally at the northwest corner of Cicero Avenue and West 33rd Place within the Town of Cicero, Illinois and consisting of approximately 2.83 acres (the “Property”); and

WHEREAS, due to changing circumstances, the Town and Vequity have determined that the Contract should be amended; and

WHEREAS, the Town and Vequity now desire to amend the Contract in order to extend the end date of the inspection period to February 28, 2023; and

WHEREAS, the underlying circumstances requiring the aforesaid amendment were neither foreseen nor due to the acts or omission to act of Vequity; and

WHEREAS, the existing inspection period was extended for a period of one (1) calendar day, through and including January 24, 2023 (the “Extension”) to allow for the consideration of this Amendment by the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) at a duly noticed Board meeting; and

WHEREAS, in light of the foregoing, there exists a certain third amendment to the Contract (the “Amendment”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which the Contract shall be amended; and

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

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Amendment, to ratify the Extension, to further authorize the President or his designee to take all steps necessary to carry out the terms of the Amendment, and to ratify any steps taken to effectuate the intent of this Resolution.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

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

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made and entered into as of this ____ day of January, 2023, by and between TOWN OF CICERO, ILLINOIS, an Illinois municipal corporation (“**Seller**”), and VEQUITY LLC, a Delaware series limited liability company (“**Purchaser**”).

RECITALS:

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement with an Effective Date of April 19, 2022, as affected by that certain Inspection Period extension exercise letter dated August 22, 2022, and as amended by that certain First Amendment to Purchase and Sale Agreement dated as of October 25, 2022 and that certain Second Amendment to Purchase and Sale Agreement dated as of November 22, 2022 (as so affected and amended, the “**Agreement**”), whereby Seller agreed to sell to Purchaser, and Purchaser agreed to buy from Seller, that certain real property located 3300 South Cicero Avenue, Cicero, Illinois 60804 and more particularly described in the Agreement (the “**Property**”).

B. Seller and Purchaser desire to amend the Agreement upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained in the Agreement and in this Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein without meaning shall have the meaning ascribed to such terms in the Agreement.

2. **Extended Inspection Period.** The Parties acknowledge that they previously extended the Extended Inspection Period to January 24, 2023 by mutual agreement. Notwithstanding the foregoing or anything to the contrary contained in the Agreement, Seller and Purchaser agree that the Extended Inspection Period shall be further extended to February 28, 2023.

3. **Miscellaneous.** Except as modified by this Amendment, Seller and Purchaser hereby reaffirm all terms, covenants and conditions contained in the Agreement. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Amendment shall not be construed with resort to any presumption against the preparer or maker hereof. This Amendment shall be construed and enforced in accordance with the laws of the State of Illinois. This Amendment is incorporated into and made a part of the Agreement, and any and all references to the Agreement hereafter shall include this Amendment.

4. **Counterparts.** This Amendment may be executed in any number of identical counterparts, any or all of which may contained the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument. Counterparts to this Amendment may be executed and delivered by e-mail or other electronic transmission, and for purposes of this

Amendment signatures transmitted by or e-mail or other electronic transmission shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Purchase and Sale Agreement as of the date first above written.

SELLER:

TOWN OF CICERO, ILLINOIS, an Illinois municipal corporation

By: _____
Name: Larry Dominick
Title: Town President

PURCHASER:

VEQUITY LLC, a Delaware series limited liability company

By: Vequity Manager, LLC, an Alaska limited liability company, its manager

By: 
Name: Christopher Ileakis
Title: Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF A CLAIM BY THE HANOVER INSURANCE GROUP ON BEHALF OF DAVID E. GAEGER AGAINST 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 Hanover Insurance Group (“Hanover”) on behalf of its policy holder, David E. Gaeger, brought a subrogation claim against the Town in relation to a motor vehicle accident involving a Town employee (the “Claim”); 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 Town and Hanover (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 Claim, the Town, on one hand, and Hanover, on the other hand, wish to settle the Claim, and the Town hereby authorizes the Town Attorney (the “Attorney”) to settle the Claim for

an amount not to exceed Twenty Thousand Seven Hundred and Fifty-Four Dollars and Sixty-Six Cents (\$20,754.66) as set forth in the Release of All Claims (the “Release”), 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 Claim 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 Claim for an amount not to exceed Twenty Thousand Seven Hundred and Fifty-Four Dollars and Sixty-Six Cents (\$20,754.66), and to further authorize the President, or his designee, to approve any such Release which conforms to the authorization herein granted so as to settle the Claim to avoid further controversy, costs, legal fees, inconvenience, and any future

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

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The form, terms, and provisions of the Release, 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 Release and to take all action necessary or appropriate to effectuate the terms of the Release.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

RELEASE OF ALL CLAIMS

Claim # 220121W002

I, **The Hanover Insurance Group** on behalf of *David E. Gaeger*, for the sole consideration of **Twenty Thousand Seven Hundred and Fifty-Four Dollars With Sixty Six Cents, (\$20,754.66)**, do hereby remise, release, and forever discharge **IPMG, their employees and the Town of Cicero, their employees, agents and contractors** from any and all manner of, actions and causes of action, suits, debt, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity including claims or actions for contribution and/or indemnity of whatever nature; including but not limited to miscellaneous expense.

Any other unknown property damage or bodily injury related expenses to this incident will be the responsibility of the undersigned parties. This release agreement specifically relates to the incident which happened on or about, **January 19th, 2022, at or near Cicero, Illinois** and further encompasses any consequences thereof now existing or which may develop whether or not such consequences are known or anticipated.

Each further acknowledges:

- (1) That no additional promise or agreement has been made as consideration for this Release and that the signing thereof has not been induced by any representations of the parties released, or by anyone in their behalf, concerning the nature, extent or duration of the injuries or damages sustained, or any other matter.
- (2) That the parties released have denied liability in whole or in part, and that the payment acknowledged in this Release was made without admission of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described. This release shall not waive any other defenses the released parties may have regarding any other non- property related claims the undersigned may bring.

This release shall bind the signers, their heirs, next of kin, executors, administrators, successors or assigns and shall inure to the benefit of the parties released, their heirs, next of kin, executors, administrators, successors or assigns.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

Whereas the parties have determined that it is in their individual and mutual best interests to settle and compromise the claim on the terms and conditions contained herein;

Lori Dansereau

Signature

Lori Dansereau A/S/O David Geager

Print Name

440 Lincoln St

Street Address

Worcester, MA 01615

City, State, Zip

Date: 12/6/2022

Witness:

Christine Trottier

Signature

Christine Trottier

Print Name

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE *EDGAR VERA 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 lawsuit brought by Edgar Vera (the “Plaintiff”), styled *Edgar Vera v. Town of Cicero*, Case No. 21 WC 004694, regarding injuries allegedly sustained while detaining a subject (the “Litigation”); and

WHEREAS, the Plaintiff alleges personal injury claims against the Defendant (the “Claims”); and

WHEREAS, the Plaintiff sought damages from the Defendant for the Claims; 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, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in an agreement, entitled “Illinois Workers’ Compensation Commission Settlement Contract Lump Sum Petition and Order” (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 and accept the Settlement 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 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 President, or his designee, to approve of the Settlement Agreement 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 in substantially the same form as set forth in Exhibit A, 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 _____, 2023, pursuant to a roll call vote as follows:

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

Agenda Request Memo

To: Town of Cicero Board of Trustees and the Honorable Larry Dominick, Town President.
From: Robert E. Luedke
Re: worker's compensation claim for petitioner Edgar Vera
Date: January 10, 2023

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0092874

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

EDGAR VERA

Employee/Petitioner

Case# **21WC004694**

v.

TOWN OF CICERO

Employer/Respondent

Setting **Chicago**

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Edgar Vera

Employee/Petitioner

Street address

City, State, Zip code

TOWN OF CICERO

Employer/Respondent

4901 W CERMAK RD

Street address

CICERO, IL 60804

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Married**

Dependents under age 18: **2**

Birthdate:

Average weekly wage: **\$1,600.00**

Date of accident: **10/17/2020**

How did the accident occur? **INJURED DURING COURSE OF EMPLOYMENT**

What part of the body was affected?

What is the nature of the injury?

The employer was notified of the accident **orally.**

Return-to-work date: **June 17, 2022**

Location of accident: **Cicero**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **27 3/7** weeks at the rate of **\$1,600.00** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<u>12/7/21</u>	<u>6/17/22</u>

Notes regarding temporary total disability benefits:

petitioner received full salary pursuant to Public Employees Disability Act

MEDICAL EXPENSES: The employer **has not** paid all medical bills. List unpaid bills in the space below.
see terms of settlement

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **n/a** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **n/a** regarding

TTD \$ **n/a**

Permanent disability \$ **n/a**

Medical expenses \$ **n/a**

Other \$ **n/a**

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee. Respondent offers and Petitioner agrees to accept subject to the approval of the IWCC the full and final sum of \$51,541.04 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 10-17-20. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. This settlement is calculated as 27½% of the left leg or 59.125 weeks times \$871.73 totaling \$51,541.04. Parties waive all rights pursuant to Sections 8(a) and 19(h) of the Act. After payment of attorney's fees, costs, the Petitioner will receive a net amount of \$41,192.83. This is for a permanent impairment that will affect the claimant for the rest of his life. The mortality table indicates that a Petitioner at age 53 has a life expectancy of 29.6 years or 355.20 months. The amortized monthly net benefit is \$115.97 per month. This represents future income replacement. This paragraph is intended for federal Social Security purposes only. The parties have considered the interests of Medicare in this settlement. No amount is allocated for future medical expenses based on the opinion of treating physician Dr. Tonino that the petitioner will need no further medical treatment as a result of this accident.

Total amount of settlement	<u>\$51,541.04</u>	
Deduction: Attorney's fees	<u>\$10,308.21</u>	
Deduction: Medical reports, X-rays	<u>\$40.00</u>	<u>(Subpoenas)</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$41,192.83</u>	

PETITIONER'S SIGNATURE. Attention, petitioner. Do not sign this contract unless you understand all of the following statements.

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature On File

Signature of petitioner

Edgar Vera

Name of petitioner

Telephone number

1/10/2023

Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

Signature of attorney

Angela Nardi-Quigley

Attorney's name

ANGELA NARDI-QUIGLEY

53 WEST JACKSON

SUITE 601

CHICAGO, IL 60604

Firm name and address

(312) 386-9663

Telephone number

Date

04054

IWCC Code #

anardi@anqlaw.com

E-mail address

RESPONDENT'S ATTORNEY. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

Robert Luedke

Attorney's name

DEL GALDO LAW GROUP LLP

1441 S HARLEM AVE

BERWYN, IL 60402

Firm name and address

(708) 222-7000

Telephone number

Insurance Program Managers Group

Name of respondent's insurance or service company

Date

04217

IWCC Code #

luedke@dlglawgroup.com

E-mail address

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

TOWN OF CICERO
RESOLUTION NO. _____
RESOLUTION AUTHORIZING INTERVENTION
IN PROPERTY TAX ASSESSMENT PROCEEDINGS

WHEREAS, an owner or owners (or entity responsible or liable for payment of property taxes to the Office of the Cook County Treasurer) of certain parcels of real property ("Property") located wholly or partially within the corporate boundaries of the TOWN OF CICERO, OF THE COUNTY OF COOK, STATE OF ILLINOIS (the "Town"), an Illinois municipality and taxing district, have filed or are anticipated to file an appeal ("Appeal") of the assessment of the Property for one or more tax years to (a) the Township Assessor, (b) the Cook County Board of Review, (b) Illinois Property Tax Appeal Board ("PTAB"), or (c) the Cook County Circuit Court or similar court or jurisdiction or body thereof (collectively, "Proceedings"); and

WHEREAS, some Proceedings will seek changes in the assessed valuation of Property in excess of One Hundred Thousand and No/100 USD (\$100,000); and

WHEREAS, the Board of Trustees of the Town and the President of the Town (the "Corporate Authorities") wish to intervene in the Appeals and Proceedings in order to protect the Town's revenue interest in the assessed valuation of the Property as set by the applicable Township Assessor or Cook County Board of Review;

NOW, THEREFORE, BE IT RESOLVED by the Corporate Authorities, as follows:

1. The Corporate Authorities hereby find that the recitals contained above are true and correct, and that the same are hereby incorporated herein by reference.

2. The Corporate Authorities hereby authorize the law firm of Del Galdo Law Group, LLC, to serve as its legal representative to: (a) file Requests to Intervene, or comparable documentation, with the Township Assessor, the Cook County Board of Review, PTAB, the Circuit Court, or any other comparable jurisdiction or body with respect to any Appeal or Proceedings for any or all tax years relative to any Property that is the subject of such Appeal or Proceedings; (b) represent the Town's interests in such Appeals or Proceedings and any other comparable action, including but not limited to, appearing at any relevant hearings and conferences; (c) draft relevant pleadings and other necessary documents; (d) compile and prepare evidence submittals; (e) seek to

coordinate or to actively coordinate actions with co-intervenors as reasonably possible; (f) negotiate with relevant parties including the Property owner, appellant, and any other co-intervenors; (g) settle or conclude such Appeals and Proceedings; (h) appear at any substantive hearings or trials; (i) as or if appropriate, to substitute into any and all currently pending Proceedings; and (j) to engage in all other actions necessary or appropriate in furtherance of the Town's interests related to the matters and authority set forth and described in this Resolution.

3. The Corporate Authorities hereby further authorize Del Galdo Law Group, LLC, 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 officers, employees and/or agents of the Town shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

4. All motions and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

5. If any section, paragraph, clause, or provision of this Resolution is held to be invalid, the invalidity of such section, paragraph, clause, or provisions shall not affect any of the other sections, paragraphs, clauses, or provisions of this Resolution.

6. This Resolution shall be in full force and effect upon passage and approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Passed by a vote of _____ ayes and _____ nays at a Regular Meeting of the Board of Trustees of the Town of Cicero held this _____ day of _____, 2023.

APPROVED:

Hon. Larry Dominick,
President, Town of Cicero
Cook County, Illinois

Attest:

Hon. Maria Punzo-Arias
Clerk, Town of Cicero
Cook County, Illinois

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AND APPROVE A CERTAIN AGREEMENT WITH RYAN, LLC TO PROVIDE CONSULTING SERVICES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Corporate Authorities of the Town 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 recognizes the need for a third party consultant to analyze and assist the Town on certain economic development and financial matters including, but not limited to, preparing the tax increment financing district reports for the Town and consulting services related to economic development projects in existing Tax Increment financing districts (the “Services”); and

WHEREAS, Kane McKenna and Associates, Inc., the previous consultant for the Town, has merged with Ryan, LLC (“Ryan”); and

WHEREAS, Ryan has provided the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, 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 Ryan will perform the Services for the Town; and

WHEREAS, the Corporate Authorities find that it is necessary for conducting Town business and for the effective administration of government that the Town execute, enter into, and approve an agreement with terms substantially the same as the terms of the Agreement for Services to be rendered by Ryan; 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 to enter into and approve the Agreement with Ryan to perform the Services in accordance with the terms of the Agreement.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

That the Town Board hereby authorizes and directs the President to enter into and approve the Agreement in accordance with its terms, or any modification thereof, as authorized by this Resolution. The Town Board further authorizes and directs the President to execute the applicable 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 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 documents 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 sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

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

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Kane, McKenna
and Associates

311 South Wacker Drive
Suite 4800
Chicago, Illinois 60606
Main 312.980.1122
Fax 312.980.1132
www.ryan.com

January 19, 2023

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

RE: Town of Cicero General Economic Development Consulting

Dear Mr. Dominick:

Thank you for your interest in our financial consulting services. Pursuant to our discussions, Ryan LLC ("Consultant" or "KMA"), will assist the Town of Cicero (the "Town") with economic development services based on the scope below.

SCOPE OF SERVICES

KMA will assist the Town with the following services:

- 1) Prepare reliable and reasonable estimates of property tax increment revenues, sales tax projections and/or other municipal revenues that are projected to be generated from proposed development projects within the Town. Review and analyze any such projections that may be provided and presented by a developer.
- 2) Assist the Town in the drafting and negotiation of redevelopment agreements. Provide assistance, research and information as may be necessary to resolve any client-developer issues.
- 3) Attend various development related meetings as requested by the Town, such as meetings of the Town Board, other public meetings or various client-developer held meetings.
- 4) Provide analysis, projections or recommendations on local economic development programs, including new or existing tax increment financing districts, as may be directed and determined beneficial or necessary by the Town.
- 5) Work with Town staff and the Town Attorney and auditor to comply with reporting requirements on yearly TIF activity, as specified in State law.
- 6) Assist the Town in preparing the necessary report components including certifications, revenue and expenditures by TIF fund and fund balance, as specified in State law, for the appropriate filings with the Illinois Comptroller's Office.

- 7) Assist the Town in preparation and delivery of the Annual TIF Reports for each fiscal year to all affected taxing districts and the Town Board.
- 8) Review summary data and redevelopment activities including follow-up with developer and/or business entity projects undertaken within the TIF Districts.
- 9) Advise Town staff regarding data requests from JRB members (e.g., projected EAV upon termination of TIF District).
- 10) Assist Town staff and the Town Attorney regarding taxing district notices for all Joint Review Board meetings. In addition, Kane, McKenna and Associates, Inc. will assist Town staff to coordinate such meetings.

RESPONSIBILITIES

All services will be conducted under the supervision of Mr. Joe Stachnik, Principal and Project Leader for this engagement and will be responsible for staffing, project coordination, technical direction, and related issues.

FEES FOR SERVICES

Fees will be charge monthly on an hourly fee basis, pursuant to the below fee schedule.

<u>Personnel</u>	<u>Hourly Rates</u>
Principal	\$275.00/Hour
Manager	\$250.00/Hour
Senior Consultant	\$225.00/Hour
Administrative	\$ 75.00/Hour

We estimate that the cost for the Annual TIF Reports to be approximately \$3,000 to \$3,500 per Report. Non-ATR services will be invoiced based on the rate schedule above and a fee range can be provided for these services, if needed.

All invoices are due and payable in full within thirty (30) days. The Town agrees to pay interest of one and one-half percent (1½%) per month on any past due fees. The Town further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan's preferred method of payment is via electronic funds transfers ("EFT"), and EFT instructions will be provided to the Town on each invoice. In the event the Town is unable to remit payment via EFT, Ryan will accept checks, credit cards, or purchasing cards; however, if payment is made using a credit card or purchasing card, the Town authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice. Out-of-pocket expenses are not inclusive of hourly rates.

NOTICE

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to the Town should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:

Ryan, LLC
Three Galleria Tower
13155 Noel Road
Suite 100
Dallas, Texas 75240
Attn: Chairman and CEO

With a copy to: Attn: General Counsel

INTEGRITY AND CONFIDENTIALITY

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that the Town makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, the Town agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and the Town further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit the Town's disclosure of the tax treatment or the tax structures of the transactions. This Agreement does not include information independently developed by the Town, information previously known to the Town, or information rightfully received by the Town from a third party without confidential limitations.

LAW GOVERNING AGREEMENT

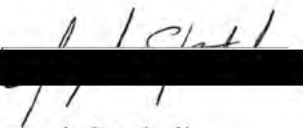
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in Chicago, Cook County, Illinois.

ACKNOWLEDGMENT

The effective date of this Agreement shall be the date of its approval by the Town, regardless of actual date of execution.

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign, and return the enclosed copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Joseph Stachnik at 312.980.1122.

RYAN, LLC:

By:  _____
Name: Joseph Stachnik

Title: Principal

Date: January 19, 2023

TOWN OF CICERO:

By: _____
Name: Larry Dominick

Title: Town President

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CONSOLIDATED PRIMARY ELECTION SCHEDULED FOR FEBRUARY 28, 2023 TO BE HELD ON AND IN CONCERT WITH THE APRIL 4, 2023 CONSOLIDATED ELECTION 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 candidates running for the offices of Town Trustee (the “Candidates”) are running unopposed, no one has declared his or her intent to be a write in candidate and no one has objected to the petitions filed by the Candidates within the statutorily required time frame; and

WHEREAS, the Town Clerk (the “Clerk”) has certified the ballot with the Candidates for the Consolidated Primary Election to be held on February 28, 2023 (the “Town’s Elections”); and

WHEREAS, no one has declared his or her intent to be a write in candidate or objected to the Candidates’ petitions within the respective statutorily required time frames, any attempt to do so is now time barred by state law, and nothing herein is

intended to alter those time frames provided by state law in regards to the Town's Elections; and

WHEREAS, in the past, when the Town has had only uncontested elections on its ballot, the Town has requested that the election be held in concert with the Consolidated Election, and the Office of the Cook County Clerk (the "Cook County Clerk") has accommodated such requests as described in the letter from the Cook County Clerk, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, holding the Town's Elections in concert with the Consolidated Election to be held on April 4, 2023 (the "April Election") will save taxpayers tens of thousands of dollars in election costs; and

WHEREAS, holding the Town's Elections in concert with the April Election is unique, and related to the particular circumstances surrounding the February and April Elections; and

WHEREAS, the rules, deadlines, or obligations in effect for the Town's Elections shall continue to apply for the April Election, including the deadline to declare oneself as a write in candidate; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is necessary for the effective administration of government and further find that it is in the best interests of the Town to request that the Cook County Clerk include the Town's Elections on the ballot for the April Election;

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 request that the Cook County Clerk holds the Town's Elections in concert with the April Election and lists the Candidates on the ballot at the April Election, and to authorize the President or his designee to take all steps necessary to carry out the terms of this Resolution and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby requests that the Cook County Clerk holds the Town's Elections in concert with the April Election and lists the Candidates on the ballot at the April Election, and hereby ratifies any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to

attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO EXECUTE AND ENTER INTO AN AGREEMENT WITH SPECIALTY CONSULTING, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, previously, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to construct a new park and playground which will be inclusive for children of all abilities (the “Project”); and

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

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

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

which it would provide the Services to the Town, which are set forth in the agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



TOWN OF CICERO

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

Larry Dominick
TOWN PRESIDENT

To: Larry Dominick, Town President
From: Tom M. Tomschin, MPA *TMT*
Date: 1/18/2023
RE: Recommendation for Approval – RFP No. DOH-111022 (Package 1 – Environmental Consultant)
Cc: Town Board of Trustees, Michael Del Galdo, Town Attorney

127

On December 12, 2022 a bid opening was held for RFP No. DOH-111022. This RFP is for Professional Services related to the proposed construction of an "Inclusion Park" on Laramie Ave.

I have reviewed all submittals and found Specialty Consulting, INC. to be the most qualified. Specialty Consulting's proposal was comprehensive and contained extensive experience with successful government-funded projects including HUD-funded and State-funded projects. Specialty Consulting, INC. is also a certified MBE. I recommend approval of Package 2, Specialty Consulting, INC.

A tabulation of all proposals received and Specialty Consulting's proposal are attached.

Should you have any questions, concerns, or need additional information, please do not hesitate contacting me directly. I thank you in advance for your consideration.

TMT

Bid Tabulation Date: 12/12/2022 Time: 1PM Location: 4949 W. Cermak Road
Attendance: Tom M. Tomschin, Jose Alanis, Argelia Marquez, Jessica Fese

RFP: DOH 111022 (Package 1 - Environmental)										
<u>Name</u>	<u>Exhibits?</u>	<u>10 Copies</u>	<u>Digital</u>	<u>Park Experience</u>	<u>Licenses</u>	<u>WBE/MBE</u>	<u>CDBG Checklist</u>	<u>Fee's Hourly</u>	<u>Cost Estimate</u>	<u>Schedule</u>
A3E Environmental	Yes	Yes	Yes	Yes	Yes	Yes	Unk	\$75 - \$175 + Expenses	\$91,494	5 Months to design
Partner Engineering	Yes	Yes	Yes	Not Provided	Yes	Unk	Yes	\$65 - \$180	Not Provided	Not Provided
Specialty Consulting	Yes	Yes	Yes	Forerst Preserve	Yes	Yes	Yes	\$60 - \$200	Not Provided	5 Months to design
TriCore Environmental	Yes	Yes	Yes	Not Provided	None Attached	Unk	Yes	\$65 - \$195	Not Provided	Not Provided

RFP: DOH 111022 (Package 2 - Architectural)											
<u>Name</u>	<u>Exhibits?</u>	<u>10 Copies</u>	<u>Digital</u>	<u>Park Experience</u>	<u>Architect</u>	<u>Prf. Engineer</u>	<u>WBE/MBE</u>	<u>Fee's Hourly</u>	<u>Est. Cost Phase 1</u>	<u>Est. Cost Phase 2</u>	<u>Schedule</u>
Terra Engineering	Yes	Yes	Yes	Yes	Yes	Yes	MBE	\$99- \$242	\$98,883	8 - 10%	7 - 9 months to bid award*
Senga Architects	Yes	Yes	Provided Later	Not Provided	Yes	Unk	Yes	\$125 -\$200	\$20,000.00 + Fees	8.5 - 12.5%	5 months to bid award*

* Schedule as placeholder - to be determined/revised as needed.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO EXECUTE AND ENTER INTO AN AGREEMENT WITH TERRA ENGINEERING LTD. FOR ARCHITECTURAL DESIGN SERVICES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, previously, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to construct a new park and playground which will be inclusive for children of all abilities (the “Project”); and

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

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

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

which it would provide the Services to the Town, which are set forth in the agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

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

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

ARTICLE I. IN GENERAL

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to approve and enter into the Agreement with Terra 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 approve and enter into 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.

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.

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

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



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

Larry Dominick
TOWN PRESIDENT

To: Larry Dominick, Town President
From: Tom M. Tomschin, MPA *TMT*
Date: 1/18/2023
RE: Recommendation for Approval – RFP No. DOH-111022 (Package 2 – Architect/Design Professional)
Cc: Town Board of Trustees, Michael Del Galdo, Town Attorney

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I have reviewed all submittals and find Terra Engineering, LLC to be the most qualified. Terra's proposal was comprehensive and contained extensive experience with successful park developments. Terra is also a certified WBE. I recommend approval of Package 2, to Terra Engineering LTD.

A tabulation of all proposals received and Terra's Proposal are attached.

Should you have any questions, concerns, or need additional information, please do not hesitate contacting me directly. I thank you in advance for your consideration.

TMT

RESOLUTION APPROVING THE 2023 HOLIDAY SCHEDULE
(ADMINISTRATIVE FACILITIES OPEN FOR A FOUR DAY WORK WEEK)

WHEREAS, it is in the best interest of the Town of Cicero to schedule the dates the Town Hall will be closed during the year 2023;

NOW, THEREFORE, It Is Hereby Resolved by the President and Board of Trustees of the Town of Cicero that the Cicero Town Hall will be closed on the following holidays in 2023:

January 2nd	New Year's Day (Observed)
January 16th	Martin Luther King Jr.'s Birthday
February 20th	Presidents' Day
March 6th	Pulaski Day
Monday, April 9th	Easter Holiday (Observed)
May 29th	Memorial Day
June 19th	Juneteenth
July 4th	Independence Day
September 4th	Labor Day
October 9th	Columbus Day
November 13th	Veteran's Day (Observed)
November 23rd	Thanksgiving Day
December 21st	Christmas Eve (Observed)
December 25th	Christmas Day
December 28th	New Year's Eve (Observed)

Larry Dominick, Town President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage: _____
Date of Publication: _____

**BOARD OF TRUSTEES
OF
TOWN OF CICERO
2023
SCHEDULE OF MEETINGS**

During the Calendar Year 2023, Regular Meetings of the Cicero Board of Trustees will be held in the Court/Board Room on the 2nd Tuesday of each month at 10:00 A.M. and the 4th Tuesday of each month at 10:00 A.M.

List of Meetings by Date

DATE	TIME	DATE	TIME
January 10	10:00 A.M.	July 11	10:00 A.M.
January 24	10:00 A.M.	July 25	10:00 A.M.
February 14	10:00 A.M.	August 8	10:00 A.M.
February 28	10:00 A.M.	August 22	10:00 A.M.
March 14	10:00 A.M.	September 12	10:00 A.M.
March 28	10:00 A.M.	September 26	10:00 A.M.
April 11	10:00 A.M.	October 10	10:00 A.M.
April 25	10:00 A.M.	October 24	10:00 A.M.
May 9	10:00 A.M.	November 14	10:00 A.M.
May 23	10:00 A.M.	November 28	10:00 A.M.
June 13	10:00 A.M.	December 12	10:00 A.M.
June 27	10:00 A.M.	December 26	10:00 A.M.