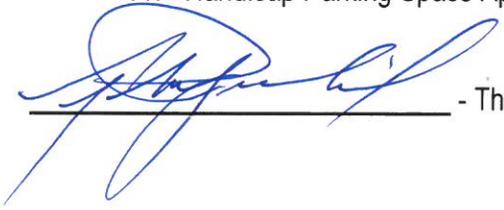


**REVISED**  
**AGENDA**  
**BERWYN CITY COUNCIL**  
REGULAR MEETING  
AUGUST 23, 2016  
8:00 PM

The Mayor and City Council welcome you. Please note: comments are permitted only during Open Forum and only for items not already on the agenda. When called upon by the Mayor, kindly state your name and address for the record. Thank you for your participation.

- A. Pledge of Allegiance and Moment of Silence
- B. **Open Forum**
- C. **Approval of Minutes**
  - 1. Regular City Council and Committee of the Whole Meetings held on 8/9/16
- D. **Bid Openings**
- E. **Berwyn Development Corp., Berwyn Township/Health District**
- F. **Reports from the Mayor**
  - 1. Property Encroachment Agreement for property at Oak Park Ave. and Stanley, formerly Sedgwick/Century Station Property
- G. **Reports from the Clerk**
- H. **Zoning Boards of Appeals**
- I. **Reports from the Aldermen, Committees and Board**
  - 1. Police and Fire Commission – Probationary Police Officer Appointment – Phillip Grazzini
- J. **Reports from the Staff**
  - 1. Acting Chief of Police – Honorable Mention/Recognition – Police Officer Ronald Pedecone
  - 2. Senior Engineer – Stormwater Management Plan Local Technical Assistance (LTA) Grant/Ordinance
- K. **Consent Agenda**
  - 1. Payroll – 8/10/16: \$1,224,163.33
  - 2. Payables – 8/23/16: \$1,274,898.43
  - 3. Margarita Rivera (Love of Lee) – Installation Celebration – 8/30/16
  - 4. NORC – General Social Survey through 2017
  - 5. FitzGerald's – Under the Stars – 9/2/16
  - 6. Block Party – 1900 block of Harvey – 8/27/16
  - 7. Block Party – 1800 block of Wisconsin – 8/27/16 Rain Date 9/10/16
  - 8. Block Party – 2400 block of Clarence – 9/4/16 Rain Date 9/17/16
  - 9. Block Garage Sale – 1200 block of Harvey – 9/10/16 Rain Date 9/17/16
  - 10. Block Garage Sale – 1800 block of Wisconsin – 9/10/16 Rain Date 9/17/16
  - 11. Handicap Parking Space Application #1097 – 3835 S. Highland – Override to Approve

  
\_\_\_\_\_  
- Thomas J. Pavlik, MMC

Total items: 16

C-1

MINUTES  
BERWYN CITY COUNCIL  
August 9, 2016

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was given for and the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and for all Veterans.
3. The open forum portion of the meeting was announced. Resident of 1800 block of S. Harlem spoke regarding concerns of the Maple and Wisconsin cul-de-sac and increased alley traffic off Cermak Road. Another resident of 2100 block of Maple Avenue stated the same concerns in addition to motorists ignoring "Do Not Enter" traffic signs. Mayor stated that all their concerns were noted, already being addressed and Police enforcement has been increased and will continue to be monitored closely. The Mayor announced a Pokémon Go event is scheduled for next Monday, August 15<sup>th</sup> at Proksa Park and the theme has been set for Houby Day, it will be "Heroes in Blue".
4. The minutes of the regular Berwyn City Council meeting held on July 26, 2016 were submitted. Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. The City Clerk submitted a communication regarding Updating and Codification of Ordinances and an attached ordinance entitled:  
**AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH**  
Thereafter, Chapman made a motion, seconded by Boyajian, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
6. The City Clerk submitted a resolution to release certain closed Committee of the Whole Minutes. Thereafter, Avila made a motion, seconded by Laureto, to concur, **adopt** the resolution and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
7. Alderman Laureto submitted a communication regarding Food Trucks. Thereafter, Laureto made a motion, seconded by Boyajian, to accept as informational, refer the matter to the Committee of the Whole and to invite Health District President Elizabeth Pechous. The motion carried by a voice vote.
8. Alderman Avila submitted a communication regarding the Handicap Space Application #109, 2219 S. Home. Thereafter, Avila made a motion, seconded by Laureto, to override the City Council's previous recommendation to deny and to concur and approve as submitted. The motion carried by a voice vote.

**BERWYN CITY COUNCIL MINUTES**

**August 9, 2016**

9. The City Attorney submitted a communication regarding the Intergovernmental Agreement between the City of Berwyn and Morton College for EMT Programs. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve the Intergovernmental Agreement as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
10. The City Attorney submitted a communication regarding amending Chapter 624.01 and an attached ordinance entitled:

**AN ORDINANCE AMENDING CHAPTER 624, SECTION 624.01 OF THE CODIFIED ORDINANCES OF BERWYN REGARDING CANNABIS FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

Thereafter, Chapman made a motion, seconded by Laureto, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote

11. The Acting Police Chief submitted a communication regarding the contract renewal of Professional Services. Thereafter, Avila made a motion, seconded by Laureto, to concur and approve the contract with Administrative Consulting Specialists for a three year term in an amount not to exceed \$45,000.00. The motion carried by a unanimous roll call vote.
12. The Library Director submitted a communication requesting authorization to advertise and hire staff to fill vacancies. Thereafter, Chapman made a motion, seconded by Laureto, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
13. The consent agenda, items K-1 through K-15 were submitted:

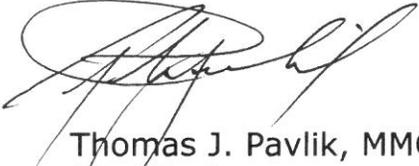
1. Payroll – 7/27/16 \$1,130,768.08– Approved
2. Payables – 8/9/16 \$1,325,112.82– Approved
3. Building and Local Permit Improvements for the month of July, 2016
4. Collection and Licensing Department for the month of July, 2016
5. Fitzgerald – Under the Stars – 8/11/16
6. St. Odilo – Fest – 8/28/16
7. Band of Brothers/James Joyce – Fundraiser/Block Party – 9/10/16
8. Block Party – 3600 block of Maple – 8/13/16 Rain Date 8/20/16 – Approved
9. Block Party – 2300 block of Wesley – 8/14/16 Rain Date 8/21/16 – Approved
10. Block Party – 6900 block of 30<sup>th</sup> Place – 8/20/16 Rain Date 8/27/16 – Approved
11. Block Party – 1900 block of Wenonah – 8/20/16 Rain Date 8/27/16 – Approved
12. Block Party – 3100 block of Wenonah – 8/27/16 Rain Date 8/28/16 – Approved
13. Block Party – 1400 block of Kenilworth – 8/27/16 Rain Date 9/3/16 – Approved
14. Block Party – 1300 block of Highland – 9/3/16 Rain Date 9/4/16 – Approved
15. Block Party – 1500 block of Home – 9/4/16 Rain Date 9/5/16 – Approved

Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as amended and approve by omnibus vote designation. The motion carried by a voice vote.

**BERWYN CITY COUNCIL MINUTES**  
**August 9, 2016**

14. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:16 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, MMC  
City Clerk

**MINUTES**  
**BERWYN CITY COUNCIL**  
**COMMITTEE OF THE WHOLE**  
**August 9, 2016**

1. Mayor Lovero called the Committee of the Whole to order at 7:00 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Fejt, Polashek, Avila and Laureto. Absent: Santoy. Avila made a motion, seconded by Laureto, to excuse Alderman Santoy. The motion carried.
2. The Mayor recognized Clerk Pavlik who brought a last minute request from Old Fashion Candies, 6210 W. Cermak Road, to hold a side-walk sale to celebrate their 40<sup>th</sup> Anniversary on Thursday August 11, thru Sunday August 14, 2016. Pavlik requested to grant them permission and to place the item on the next council meeting consent agenda to officially approve. The Mayor asked for a consensus to grant permission, with council 7-0 in favor.

Note: Santoy present at 7:02 p.m.

3. The Mayor stated that there were no other items for the open Committee of the Whole and asked if there were any questions regarding items on tonight's City Council agenda. Alderman Paul questioned item J-3, a request from the Acting Police Chief for Professional Services contract renewal. The Mayor recognized Acting Chief Cimaglia who explained the need to renew due to technical issues of software compatibility between the City and the service provider, along with the length of time to present proposed policy changes and receive union approval.
4. Alderman Laureto noted the typo in consent agenda item K-5, a request from Fitzgerald's event Under the Stars, noting the time should read 8 p.m. to 11 p.m.
5. Alderman Paul questioned item I-1 regarding Food Truck Licensing and whether it is for permanent licensing or temporary for 1 day events and festivals, etc. The Mayor stated he would like this referred to the Committee of the Whole for further discussion and would not be in favor of allowing on a permanent basis, so as not to take business away from brick and mortar establishments, but only allow on a temporary licensing basis for festivals.
6. Alderman Fejt questioned the changes in the revised item J-2, an ordinance amending Chapter 624, Section 624.01 regarding Cannabis. The Mayor stated that the only changes were regarding the dollar amounts, minimum fine would be \$100 and a maximum of \$750.

COMMITTEE OF THE WHOLE

August 9, 2016

7. There being no further business for the open Committee of the Whole, the Mayor asked for a motion to close the Committee of the Whole for real estate and pending litigation. Thereafter, Avila made a motion, seconded by Boyajian, to close the Committee of the Whole at 7:09. The motion carried.
8. A motion was made in closed session by Santoy, seconded by Chapman, to re-open the Committee of the Whole at 7:29 p.m. The motion carried.
9. A motion was made by Chapman, seconded by Boyajian, to adjourn the Committee of the Whole at 7:29 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik, MMC  
City Clerk



City of Berwyn Police and Fire Commission  
 Carl Reina, Chairman  
 Gilbert Pena, Commissioner  
 Tony Nowak, Commissioner  
 Tony J. Laureto, Secretary

6401 WEST 31ST STREET  
 BERWYN, IL. 60402  
[www.berwyn-il.gov](http://www.berwyn-il.gov)



City of Berwyn  
*The City of Homes*

Mayor Robert J. Lovero  
 Alderman Ralph Avila Chairman of Police and Fire Committee  
 Acting Chief Michael Cimaglia  
 City Clerk Tom Pavlik  
 City Treasurer Joseph Kroc  
 Members of the City Council

Date: 7/13/2016  
 RE: Probationary Police Officer Appointment

Phillip Grazzini has passed all of the requirements of employment for the City of Berwyn Police Department.  
 As approved by the Mayor and the City Council at the request of Acting Chief Michael Cimaglia, the members of the Police and Fire Commission therefore recommend the appointment of Phillip Grazzini to the Berwyn Police Department.  
 The introduction and swearing in at the 8/23/2016 Berwyn Council meeting and the effective start date of 8/29/2016.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Gilbert Pena, Commissioner

Tony Nowak, Commissioner

Tony J. Laureto  
 Secretary BPFC  
[ALaureto@ci.berwyn.il.us](mailto:ALaureto@ci.berwyn.il.us)  
 708-935-3225

J-1



Mayor  
Robert J. Lovero

**BERWYN POLICE DEPARTMENT**  
*"Serving with Pride"*



Chief of Police  
James D. Ritz

To: Mayor Robert Lovero and members if the Berwyn City Council  
From: Michael D. Cimaglia, Acting Chief of Police  
Subject: Honorable Mention/Recognition  
Date: 16 August 2016

Sir,

This memorandum is being submitted as an official communication to publicly recognize Berwyn Police Officer Ronald Pedecone at the Berwyn City Council on August 23, 2016, for his keen observation and outstanding police work.

On Friday, August 5, 2016, an Armed Robbery occurred at the Shell Gas Station located at 6405 W. Roosevelt Road, Berwyn. Detective Schwanderlik was assigned to follow-up on the Armed Robbery investigation. Detective Mark Schwanderlik was able to obtain video surveillance of two offenders, who appear to be African American, armed with what appears to be a hand gun, and riding in a Black Chrysler 300 with a non-working tail light. Detective Schwanderlik then prepared a wanted flier containing the above described information and circulated the flier throughout the police department.

On Sunday, August 14, 2016, Officer Ronald Pedecone, while on patrol, observed a vehicle traveling south on Harlem Avenue that matched the description of the offenders and the vehicle that was described in the wanted flier that Detective Schwanderlik prepared. Officer Ronald Pedecone contacted Berwyn Central, requested additional units and conducted a traffic stop on the vehicle at 26<sup>th</sup> Street and Harlem Avenue. Upon executing the traffic stop, the driver and occupants were subsequently identified as an adult driver and a juvenile passenger. Also located and recovered from within the vehicle were black face masks, black hooded sweatshirts and a black pellet gun along with other items.

Both subjects were arrested and transported into the Berwyn Police Department where they were interviewed on video by Detectives. During the interviews, both offenders confessed and admitted to robbery from the Shell Gas Station along with admitting and confessing to committing robberies in Westchester, River Forest, Oak Park and two in Maywood.

6401 West 31<sup>st</sup> St Berwyn, IL 60402 - Emergency 9-1-1 -708-795-5600 – Fax 708-795-5627

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

Both offenders were subsequently criminally charged with (5) five counts of Aggravated Robbery and (1) one count of Attempted Aggravated Robbery.

It is because of Officer Ronald Pedecone's keen observation and outstanding police work that two violent, dangerous criminals were removed from the streets, thereby making Berwyn and the surrounding communities safer!

I am extremely proud of Officer Ronald Pedecone's outstanding police work and I feel that he should be recognized and honored for his accomplishments.

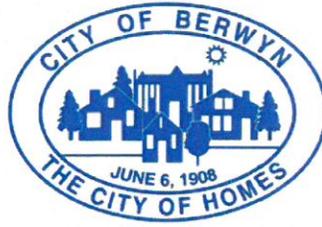
Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Cimaglia", written over a horizontal line.

Michael D. Cimaglia  
Acting Chief of Police  
Berwyn Police Department

J-2

The City of Berwyn



Nicole L. Campbell  
Senior Engineer

**A Century of Progress with Pride**

August 23, 2016

To: Mayor Robert J. Lovero & City Council Members

From: Nicole Campbell, Senior Engineer

Re: Stormwater Management Plan Local Technical Assistance (LTA) Grant

The Chicago Metropolitan Agency for Planning (CMAP) adopted its long-range regional planning initiative called GO TO 2040 back in 2010. Since the adoption of their plan, CMAP has offered technical assistance to communities seeking to implement projects in line with the objectives of GO TO 2040. The City of Berwyn applied and was awarded a technical assistance grant to develop a city-wide stormwater management plan. Through this program, CMAP staff will work with the City and the Berwyn Development Corporation to undertake the assignment. CMAP staff will work through a Steering Committee consisting of individuals selected by the City and seek the participation and input of key stakeholders, potentially including MWRD, IDOT and Cook County. The aforementioned plan will identify areas at a higher risk of urban flooding, prioritize land use and green infrastructure solutions, highlight locations for further engineering study, and recommend city-wide policies to mitigate stormwater issues.

Recommendations

It is my recommendation to approve the attached Ordinance, Intergovernmental Agreement (IGA) and Scope of Work as presented to Council.

Sincerely,

Nicole Campbell, Senior Engineer



**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

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1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 – Facsimile (708) 222-7001  
www.dlglawgroup.com

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**• MEMORANDUM •**

**TO: THE HONORABLE MAYOR ROBERT J. LOVERO  
THE HONORABLE CITY COUNCIL**  
**FROM: DEL GALDO LAW GROUP, LLC**  
**DATE: AUGUST 17, 2016**  
**SUBJECT: CHICAGO METROPOLITAN AGENCY FOR PLANNING  
INTERGOVERNMENTAL AGREEMENT ORDINANCE**

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This memorandum provides information regarding *An Ordinance Authorizing and Approving an Intergovernmental Agreement between the City of Berwyn and the Chicago Metropolitan Agency for Planning Regarding Stormwater Management for the City of Berwyn, County of Cook, State of Illinois* (the “Ordinance”). The Ordinance and the Intergovernmental Agreement (the “Agreement”) have been reviewed by our office and the City of Berwyn’s (the “City”) Senior Engineer.

The Agreement provides for the creation of a stormwater management plan for the City. The Agreement also allows the City to approve contractors, subcontractors, and outside associates pursuant to the Chicago Metropolitan Agency for Planning (“CMAP”) procedures.

Please contact our office at (708) 222-7000 with any questions.

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



# Chicago Metropolitan Agency for Planning

233 South Wacker Drive  
Suite 800  
Chicago, Illinois 60606

312 454 0400  
www.cmap.illinois.gov

## Local Technical Assistance (LTA) Project Scope: City of Berwyn Stormwater Management Plan

The following is a proposed outline of steps to develop recommendations to improve the stormwater management within the City of Berwyn as part of the Chicago Metropolitan Agency for Planning's (CMAP) Local Technical Assistance 2016 program.

### Project Background

The City of Berwyn, in partnership with CMAP, seeks to create a stormwater management plan for the community that will identify both city-wide and local opportunities to reduce the impacts of urban flooding and improve water quality. The final plan will include recommendations and concepts that can be further translated into engineering plans and ultimately implementation of improvements.

### Steering Committee

CMAP recommends that a steering committee or similar oversight group be engaged to assist in envisioning stormwater solutions for the City of Berwyn. This committee may consist of City elected officials, staff, residents, business owners and/or other active existing groups interested in participating in this project. Regional stakeholders, potentially including MWRD, IDOT, and Cook County, may also be invited to participate.

### Deliverables

The final deliverable of this project will be a stormwater management plan that identifies areas at higher risk of urban flooding, prioritizes land use and green infrastructure solutions via conceptual designs, highlights locations for further engineering study, and recommends city-wide policy recommendations to mitigate stormwater issues.

### Previous Planning Efforts

The City has recently completed a variety of planning efforts focused on community development and infrastructure improvements. The following is a list of previous planning studies from which applicable recommendations will be referenced in this project:

- ✓ Berwyn is currently in the process of [updating their zoning ordinance](#). Launched in 2013, the City of Berwyn, Berwyn Development Corporation and community stakeholders embarked on an interactive, community-based process focused on updating and modernizing the City's zoning ordinance with assistance from CMAP's Local Technical Assistance program.
- ✓ Berwyn's [Depot District Parking Management Plan](#), adopted in February 2016, anticipates potential parking challenges and identifies policy and enforcement changes to address them in the Depot District.
- ✓ In 2015, Berwyn completed a Capital Improvement Plan for 2015-2019 through CMAP's LTA program. The plan is designed to assist the City in identifying and accounting for major capital projects and purchases for the next five years.

- ✓ In 2014, CMAP and the City of Berwyn joined together to test a stormwater management approach that could help identify areas of the community that are more susceptible to flooding and how such information could inform planning-level decision-making. This approach has subsequently evolved by incorporating new datasets and ways of analyzing the information and will be reapplied to Berwyn to inform the stormwater management plan.
- ✓ In 2013, Berwyn conducted a Localized Drainage Study of the Depot District drainage area and its upstream tributaries to identify conditions that result or could potentially result in flooding. The report's stormwater analysis as well as recommendations can be incorporated in this community-scale analysis and plan.
- ✓ The City's [Comprehensive Plan](#) represents the vision of Berwyn's residents, business community, and institutions for the future growth and development of the City. Completed in October 2012, this plan established a vision through community involvement and has served as the basis for subsequent planning efforts since its adoption.
- ✓ In 2011, the City adopted the [Berwyn Active Transportation Plan](#), which was developed with assistance from the Active Transportation Alliance. The plan recommends improvements to the physical infrastructure, policies, and programs that make it safer and more convenient for people to walk, bike, and use transit in Berwyn.

## **Proposed Scope of Work**

### **Step 1 – Project Initiation (August 2016)**

The planning process will begin during the first few months of the project, with meetings and other discussions between CMAP staff and appropriate City staff, commissions, committees, and other groups. These can include:

- **Meetings and discussions with City staff and relevant consultants (if applicable).** Discussions of near-term timelines, as well as existing plans, studies, reports, and GIS and other data.
- **Initial steering committee meeting.** The purpose of this meeting is to introduce the steering committee members to each other, as well as to discuss the committee's expectations for the project.

### **Step 2 – Community Outreach and Engagement (September 2016 – July 2017)**

Given recent planning efforts in Berwyn, community outreach and engagement is anticipated to be targeted to obtain three central types of input – location and type of flooding experienced in the community, discussion about the types of land use and green infrastructure solutions, and review and feedback on draft stormwater management plan. CMAP will present to the City leadership (Council and/or commissions) based on their standard practice and request. CMAP and City staff will also meet with regional partners, potentially including MWRD, IDOT, Village of Riverside, BNSF, and others, to learn more about specific issues and discuss potential solutions as the project evolves.

1. **Online survey: type and location of flooding (September 2016)**  
Working with City staff, CMAP will assist in promoting the use of the city's existing online flood reporting tool (<http://www.berwyn-il.gov/Flood%20Information>). The added promotional

efforts will help inform residents of the stormwater management planning process and generate additional resident input into the stormwater analysis (step 3).

**2. Workshop: discussion of stormwater solutions (December 2016)**

CMAP and the City will conduct a meeting with key stakeholders to discuss key findings, potential stormwater management policies, programs, and techniques, and confirm priority catchments for further concept planning. The exact format and attendee list of this workshop will adapt to the findings of the stormwater analysis in step 3.

**3. Open house: review of draft stormwater management plan (May 2017)**

The public will be asked to provide feedback on the design concepts for the three priority areas as well as community-scale recommendations.

**Step 3 – Stormwater Analysis (August 2016 – November 2016)**

CMAP will conduct a planning-level analysis of the existing stormwater management issues within the City. CMAP will analyze the collected spatial data to identify potential drainage problem areas. This approach does not include hydrologic and hydraulic (H&H) modeling and is not meant to identify specific engineered structural (grey infrastructure) solutions to the identified problems. However, it will likely identify specific areas within the community that require further engineering study.

- 1. Data collection:** The initial task involves collection of spatial data and development of a GIS database. Table 1 lists several data sets that can be analyzed to identify flooding problems and solutions. CMAP staff will work with City staff and partners to collect available data.
- 2. Perform data analysis to identifying priority areas for mitigation:** The second task is to analyze the collected spatial data to identify potential drainage problem areas. This analysis is comprised of three subtasks: modeling overland flow accumulation, mapping flood risk indicators, and performing spatial intersections of the data. Mapped datasets may contain sensitive information and will be used in internal conversations with municipal staff and leadership or for implementation prioritization. Note: CMAP will engage a stormwater engineering consultant to assist us with this effort.
- 3. Previous plan recommendations, zoning updates, and existing programs:** CMAP will review existing and any upcoming regulatory requirements, plans, reports, and policies pertinent to stormwater management to identify potential synergies with existing efforts and future stormwater mitigation activities. This information will inform both city-wide recommendations as well as more site-specific activities.

*Deliverable: A memo which identifies the areas that have a higher risk of urban flooding within the community and an assessment of existing programs, policies, and plans. CMAP will meet with City staff and other relevant stakeholders to confirm and discuss results.*

#### **Step 4 – Key Recommendations and Plan Outline (December - January 2016)**

Based on the findings of the stormwater analysis and outreach results, CMAP will draft a memo outlining the proposed structure of the plan and key recommendations. This memo will also identify three priority areas of the community for concept-level planning. This document will be provided to City staff, the steering committee, and the stormwater engineering consultant for review and discussion in order to confirm the direction of the plan before CMAP begins drafting the plan document.

*Deliverable: Memo of key recommendations and plan outline. CMAP will meet with City staff and the steering committee to confirm and discuss results.*

#### **Step 5 – Stormwater Concepts for Three Priority Areas (January 2016 – April 2017)**

CMAP will work with the stormwater engineer to identify potential solutions to flooding problems for the three priority areas identified in Step 4. The types of improvements will include land use and green infrastructure solutions, and will also incorporate an understanding of the existing stormwater systems to consider grey infrastructure improvements. For each of the priority project sites, concept-level improvement plans will be developed with illustrations and cost estimates. These concepts may illustrate locations for permeable surfaces, native plantings, areas for improved drainage systems, flowpaths, and other stormwater improvements.

In coordination with the steering committee, the design concepts will be finalized to illustrate the improvements and convey the need for and the function of the proposed concepts. The potential water quality benefits will also be identified. This will rely on concept level modeling for the proposed BMPs or a qualitative assessment of the potential water quality benefits, depending on the data available for assessment. The analysis may rely on assumptions about some of the BMP design parameters.

*Deliverable: Conceptual sketches of potential improvements, estimated cost, and water quality benefits. CMAP will meet with City staff and other relevant stakeholders to confirm and discuss results.*

#### **Step 6 – Draft Stormwater Management Plan (January 2016 - May 2017)**

CMAP staff will create draft stormwater management plan that summarize improvements, potential solutions, costs for construction and maintenance, and other elements. It will likely identify strategies that can be applied throughout the community, as well as the three concept plans of priority areas. The plan will also identify potential financing strategies and capital grant opportunities to fund these improvements. This draft will be reviewed and revised by the steering committee and based on feedback received at the public open house.

*Deliverable: The plan will include text recommendations for action, with support from graphics and maps. It also will include language concerning implementation, including descriptions of actions that should be taken within the next two years to advance its recommendations. CMAP will meet with City staff and other relevant stakeholders to confirm and discuss results.*

**Step 7 – Adoption (May - June 2017)**

The revised plan described above will then go through Berwyn’s approval process. This will likely involve a series of meetings, including an open house for community feedback and consideration of adoption by the City Council. The exact order and timing of these steps will depend on the City’s preferences and standard practice. The revised plan will be further revised if necessary based on discussion at each meeting to create a final plan.

*Deliverable: A finalized Stormwater Management Plan for acceptance and adoption by the City Council.*

**Step 8 – Implementation (July 2017)**

CMAP will remain involved after the plan is adopted, with the purpose of monitoring and encouraging progress on the implementation actions specified in the plan. CMAP staff will provide ongoing guidance and advice as the City of Berwyn seeks potential financing and other funding sources for the recommended improvements. This will be a much lower level of involvement than during the project.

*Deliverable: Following a two year period, CMAP will assess the work that has been accomplished to date and provide the City with advice on potential next steps.*

**Table 1. Data collection**

<b>Data</b>	<b>Source</b>
Hydrology	NHD, Cook County
Known Sinks	CMAP Overland Flow Assessment
Watersheds (HUC 12)	NRCS
Digital Elevation Model (DEM)	LiDAR (2009)
Presence of Basements	Cook County Assessor
Building Footprints	Community GIS or counties
Floodplains and BFE (for 100-yr)	FEMA NFHL
Repetitive Loss Properties	FEMA
NFIP Claims	FEMA
Reported Problem Areas	Meetings, interviews, or online reporting
I/I Hotspot	To be identified by MWRD community in future
Catchments	CMAP Overland Flow Assessment
6 feet above nearest FEMA BFE	CMAP Potentially Vulnerable Areas Assessment
1-foot depression expansion	CMAP Potentially Vulnerable Areas Assessment
Historic stream locations	CMAP (digitized USGS quads, 1899-1949)
<b>Sewer system, sewershed</b>	Community GIS, MWRD
Age of structure	Cook County Assessor
Impervious Cover	NLCD (2011)
Potential Wetland Soil Landscapes	NRCS
Flowpaths/Flow Accumulation Grid	CMAP Overland Flow Assessment
Land use	CMAP Land Use Inventory
Public right-of-way	CMAP, IDOT
Alleys	Community GIS
Publicly owned land	Cook County Assessor
Land Bank property	CCLBA, SSLBDA
Large private landowners	Cook County Assessor
Parking lots	NLCD and Cook County Assessor
Urban tree canopy and land cover	University of Vermont
<b>Stormwater facilities and GSI</b>	Community GIS or digitized by CMAP
Green Infrastructure mapping	Chicago Wilderness or local mapping efforts
Recommended projects	MWRD, FEMA, IEPA
<b>Local pavement conditions</b>	Community GIS
<b>Planned capital projects</b>	Community GIS, CMAP TIP, Cook County DOT
<b>Parkways</b>	Community GIS or possibly create

**THE CITY OF BERWYN**  
**COOK COUNTY, ILLINOIS**

**ORDINANCE**  
**NUMBER \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BERWYN AND THE CHICAGO METROPOLITAN AGENCY FOR PLANNING REGARDING STORMWATER MANAGEMENT FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

**Robert J. Lovero, Mayor**  
**Thomas J. Pavlik, City Clerk**

**Nona Chapman**  
**Jeffrey Boyajian**  
**Margaret Paul**  
**Robert Fejt**  
**Cesar Santoy**  
**Theodore Polashek**  
**Rafael Avila**  
**Nora Laureto**  
**Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this \_\_\_ day of \_\_\_\_\_, 2016.

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**WHEREAS**, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

**WHEREAS**, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to protecting the health, safety and welfare of the City and its residents; and

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

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

**WHEREAS**, the City and the Chicago Metropolitan Agency for Planning (“CMAP,” and with the City, the “Parties”) are committed to reducing the impact of urban flooding and improving water quality for the City; and

**WHEREAS**, there exists an intergovernmental agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which CMAP will create a stormwater management plan for the City; and

**WHEREAS**, the purpose of the Agreement is to reduce the impact of urban flooding, improve water quality, form community committees to discuss stormwater solutions, and make recommendations for the implementation of said improvements; and

**WHEREAS**, the infrastructure improvements for stormwater management (the “Services”) shall be provided in accordance with CMAP’s procurement policy as set forth in Part 2, Section 7 of the Agreement; and

**WHEREAS**, the City shall approve contractors, subcontractors or outside associates to provide the Services pursuant to Part 2, Section 31 of the Agreement, rather than the City’s procurement procedures as provided by Chapter 228 of the Codified Ordinances of Berwyn (the “City Code”); and

**WHEREAS**, the City shall endeavor to abide by the material covenants of the Federal Conditions of Approval as set forth in Part 3 of the Agreement; and

**WHEREAS**, the Mayor (the “Mayor”) and the City Council (the “City Council” and with the Mayor, the “Corporate Authorities”) of the City hereby determine that it is in the best interests of the residents of the City to enter into and approve the Agreement; and

**WHEREAS**, based on the foregoing, the Corporate Authorities find that it in the best interests of the residents of the City to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City's home rule powers as follows:

**Section 1.** The statements set forth in the preambles to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

**Section 2.** The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to execute, enter into and approve the Agreement with terms substantially similar to the terms set forth in Exhibit A.

**Section 3.** The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney.

**Section 4.** The Attorney is hereby authorized to negotiate additional terms of the Agreement as needed and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

**Section 5.** The Mayor is hereby authorized and directed to execute the Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney. The City Council authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The City Council hereby further authorizes the Mayor or his designee to procure the Services to be provided in accordance with CMAP's procurement policy as set forth in Part 2, Section 7 of the Agreement, to approve contractors, subcontractors or outside associates to provide the Services pursuant to Part 2, Section 31 of the Agreement, and to endeavor to abide by the material covenants of the Federal Conditions of Approval as set forth in Part 3 of the Agreement. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably

required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith. The terms of this Section 5 of this Ordinance shall supersede and govern over any conflicting City Code provisions. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

**Section 6.** All prior actions of the City's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

**Section 7.** 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 8.** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 9.** This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this  
 \_\_\_ day of \_\_\_\_\_ 2016, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
<b>TOTAL</b>				

**APPROVED** this \_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
 Robert J. Lovero  
 MAYOR

ATTEST:

\_\_\_\_\_  
 Thomas J. Pavlik  
 CITY CLERK

**EXHIBIT A**



**Part 1: Scope/Compensation/Term**

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 5. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmmap.illinois.gov

**C. Tax Identification Number.**

CMAP certifies that:

- 1. The number shown on this form is a correct taxpayer identification, **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- 3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status : Local Government

- D. **Term of Agreement.** The term of this Agreement shall be from June 30, 2016 to May 30, 2017.
- E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

**Part 2: General Conditions**

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

**1. Complete Agreement.**

- a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

- b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
- d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
- e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and the GOVERNMENTAL BODY.
- i. **Chicago Metropolitan Agency for Planning Designee.** Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in the Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
  - ii. **GOVERNMENTAL BODY Designee.** Only the Mayor shall have the authority to act for and exercise any of the rights of the GOVERNMENTAL BODY, as set forth in the Agreement, subsequent to and in accordance with the authority granted the Mayor.
2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to CMAP shall be used for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the

provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
  - (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY and CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.
  - a. **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
  - b. **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
  - c. **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily

limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

- d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
8. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
9. **Method of Payment.** Project expenditures are paid directly from federal and/or state or GOVERNMENTAL BODY funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.
10. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.
11. **Termination.**
  - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
  - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
  - c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
12. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
13. **Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of

race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
15. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
16. **Prohibited Interest.**
  - a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
  - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
  - c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
17. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
18. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
20. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY.
21. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
22. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
23. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
24. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY, CMAP and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
25. **Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
26. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
27. **Hold Harmless and Indemnity.** The GOVERNMENTAL BODY shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

Rev. 11/20/15

28. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
29. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
30. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
31. **Subcontracts.**
  - a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.
  - b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
  - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

**Part 3: Federal Conditions of Approval**

- A. **Standard Assurances** CMAP and the GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA), hereinafter called the DEPARTMENT, circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY and CMAP recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY and CMAP agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.
- B. **Certification Regarding Lobbying**
  1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
    - a. The lobbying restrictions of this Certification apply to the GOVERNMENTAL BODY/Grantee/Vendor requests:
      - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
      - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
    - b. This Certification applies to the lobbying activities of:
      - (1) GOVERNMENTAL BODY/Grantee,
      - (2) Its Principals, and
      - (3) Its Subrecipients at the first tier,
  2. GOVERNMENTAL BODY's/Grantee's/Vendor's authorized representative certifies to the best of

his

or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

- a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
  - b. GOVERNMENTAL BODY/Grantee/Vendor will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
- and
- b. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
    - (1) Third party contracts,
    - (2) Subcontracts,
    - (3) Subagreements, and
    - (4) Other third party agreements under a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. GOVERNMENTAL BODY/Grantee/Vendor understands that:
    - a. This Certification is a material representation of fact that the Federal Government relies on, and
    - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
      - (a) Federal Grant or Cooperative Agreement, or
      - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
  4. GOVERNMENTAL BODY/Grantee/Vendor also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Nondiscrimination Assurance**

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the CONTRACTOR assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY or CMAP receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY OR CMAP retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY and CMAP assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

**D. Control of Property** The GOVERNMENTAL BODY and CMAP certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

**E. Cost Principles** The GOVERNMENTAL BODY and CMAP certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

**F. Debarment** The GOVERNMENTAL BODY and CMAP shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY and CMAP certify that to the best of its knowledge and belief, the GOVERNMENTAL BODY and CMAP and The GOVERNMENTAL BODY and CMAP'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of The GOVERNMENTAL BODY and CMAP to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY and CMAP shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the

DEPARTMENT determined whether to enter into this transaction. If it is later determined that The GOVERNMENTAL BODY or CMAP knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY and CMAP shall provide immediate written notice to the DEPARTMENT if at any time The GOVERNMENTAL BODY and CMAP learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY and CMAP agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY and CMAP agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY and CMAP may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY and CMAP knows the certification is erroneous. The GOVERNMENTAL BODY and CMAP may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY and CMAP may, but is not required to, check the Non-procurement List. If The GOVERNMENTAL BODY and CMAP knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY or CMAP is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**G. Audit Requirements** The GOVERNMENTAL BODY and CMAP certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards. In particular, Section 200.501 requires the following:

a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit

requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

(f) The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

(g) *Reporting package.* The reporting package must include the following:

(1) Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);

(3) Auditor's report(s) discussed in §200.515 Audit reporting; and

(4) Corrective action plan discussed in §200.511 Audit findings follow-up, paragraph (c).

**H. Drug Free Workplace** The GOVERNMENTAL BODY and CMAP certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

**I. Disadvantaged Business Enterprise Assurance** In accordance with 49 CFR 26.13(a), as amended, The GOVERNMENTAL BODY and CMAP assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY and CMAP assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY and CMAP DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of The GOVERNMENTAL BODY and CMAP, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to The GOVERNMENTAL BODY and CMAP of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

**J. Assurance of Nondiscrimination on the Basis of Disability** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, The GOVERNMENTAL BODY and CMAP assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY and CMAP assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

**K. Procurement Compliance Certification** The GOVERNMENTAL BODY and CMAP certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY and CMAP certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

**L. Intelligent Transportation Systems Program** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY and CMAP assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY and CMAP assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

**M. Davis-Bacon Act** To the extent applicable, The GOVERNMENTAL BODY and CMAP will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

**N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**

As required by OMB, The GOVERNMENTAL BODY and CMAP certify that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to

examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.
  
- The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;

- GOVERNMENTAL BODY and CMAP /Grantee/Vendor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
  - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and
  - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY and CMAP /Grantee/Vendor:
    - (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
    - (2) has the necessary legal authority under State and local laws and regulations to comply with:
      - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
      - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
    - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
      - (a) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
      - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
        1. Displaced families or individuals, and
        2. Displaced corporations, associations, or partnerships,
      - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
        1. Displaced families and individuals, and
        2. Displaced corporations, associations, or partnerships,
      - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
      - (e) GOVERNMENTAL BODY and CMAP /Grantee/Vendor will:
        1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
        2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
      - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
      - (g) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA

- will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
- (h) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
  - (i) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
  - (j) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
  - (k) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
    - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - Executive Order 11593, which relates to identification and protection of historic properties;
  - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
  - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
  - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
  - Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
  - GOVERNMENTAL BODY and CMAP /Grantee/Vendor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
    - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
    - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

**O. Energy Conservation** To the extent applicable, The GOVERNMENTAL BODY and CMAP and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

- P. Clean Water** For all contracts and subcontracts exceeding \$100,000 The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. Eligibility For Employment In The United States** The GOVERNMENTAL BODY and CMAP shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the CONTRACTOR to verify that persons employed by the GOVERNMENTAL BODY and CMAP are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims** The GOVERNMENTAL BODY and CMAP acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on The GOVERNMENTAL BODY and CMAP the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. The GOVERNMENTAL BODY and CMAP agree to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance.** The GOVERNMENTAL BODY and CMAP shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes Or Breaches** The GOVERNMENTAL BODY and CMAP agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the CONTRACTOR. The GOVERNMENTAL BODY or CMAP will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If The GOVERNMENTAL BODY and CMAP seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY and CMAP agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, The GOVERNMENTAL BODY and CMAP will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- W. Fly America** The GOVERNMENTAL BODY and CMAP will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver** The GOVERNMENTAL BODY and CMAP agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by The GOVERNMENTAL BODY and CMAP of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY and CMAP which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in

respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- Y. Preference for Recycled Products** To the extent applicable, The GOVERNMENTAL BODY and CMAP agree to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- Z. Cargo Preference Use of United States Flag Vessels.** The GOVERNMENTAL BODY and CMAP agree to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. Performance measurement** The GOVERNMENTAL BODY and CMAP must relate financial data of this AGREEMENT to its performance accomplishments. Further, The GOVERNMENTAL BODY and CMAP must also provide cost information or a budget in Part 5 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- BB. Project closeout** Pursuant to CFR Part 200.343 thru 200.345, The GOVERNMENTAL BODY and CMAP must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 4 and 5, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, The GOVERNMENTAL BODY and CMAP agree that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.
- CC.** The GOVERNMENTAL BODY and CMAP is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If The GOVERNMENTAL BODY and CMAP does not have a DUNS number, the CONTRACTOR must register at <https://sam.gov>.
- DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers** The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs A through DD apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**Part 4: Responsibilities/Scope of Work**

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- A. **SCOPE OF WORK.** The purpose of the project is to develop a stormwater Plan for the City of Berwyn, Illinois, (hereinafter "PROJECT"), and detailed in Attachment 1. The GOVERNMENTAL BODY submitted a proposal for the PROJECT under the CMAP Local Technical Assistance (LTA) program, which was approved.
- B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT. CMAP shall require the consultant, if any; to provide GOVERNMENTAL BODY with all of the consultants' deliverables at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant to enable the other to attend the meetings if desired.

**Part 5. Compensation for Services**

The total cost of this project is not to exceed 50,000.00. The GOVERNMENTAL BODY will be responsible for a local match in the amount of \$7,500.00, which will be paid in full by the GOVERNMENTAL BODY within thirty (30) days of receipt of the invoice. The invoice will be sent to the person listed on ATTACHMENT 2. In the event that CMAP does not receive payment by the due date listed above, CMAP reserves the right to cease work on the project until such funds are received.

1. Federal Funds(CMAP)	\$42,500.00
2. Local Match (GOVERNMENTAL BODY)	<u>\$ 7,500.00</u>
TOTAL	\$ 50,000.00



**ATTACHMENT 2:**

Invoice Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Return this completed form to:

Finance Department  
Chicago Metropolitan Agency for Planning  
233 S. Wacker Dr., Suite 800  
Chicago, IL 60606

K-1

The City of Berwyn



Nona N. Chapman  
1<sup>st</sup> Ward Alderman

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675  
www.berwyn-il.gov

August 19, 2016

Mayor Robert J. Lovero  
Members of the City Council  
City of Berwyn

SUBJECT: Payroll August 10, 2016

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the August 23, 2016 meeting.

Payroll: August 10, 2016: 1,224,163.33

Respectfully Submitted,

A handwritten signature in cursive script that reads "Nona N. Chapman".

Nona N. Chapman  
Budget Committee Chairman

K-2

The City of Berwyn



Nona N. Chapman  
1<sup>st</sup> Ward Alderman

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675  
www.berwyn-il.gov

August 19, 2016

Mayor Robert J. Lovero  
Members of the City Council  
City of Berwyn

SUBJECT: Payables August 23, 2016

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the August 23, 2016 meeting.

Total Payables: August 23, 2016 in the amount of \$1,274,898.43

Respectfully Submitted,

A handwritten signature in cursive script that reads "Nona N. Chapman".

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 8/20/2015 - To Payment Date: 8/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
37686	08/10/2016	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$119.00		
37687	08/10/2016	Open			Accounts Payable	Comcast Cable	\$255.96		
37688	08/10/2016	Open			Accounts Payable	Roadsafe - Romeoville	\$2,552.00		
37689	08/10/2016	Open			Accounts Payable	Tele-Tron Ace Hardware	\$176.32		
37690	08/10/2016	Open			Accounts Payable	Village of Orland Park	\$1,120.00		
37691	08/24/2016	Open			Accounts Payable	A - Priority Sewer & Drainage, LTD	\$500.00		
37692	08/24/2016	Open			Accounts Payable	A Bob's Advanced Lock & Auto	\$145.00		
37693	08/24/2016	Open			Accounts Payable	ABC Automotive Electronics	\$183.50		
37694	08/24/2016	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$300.00		
37695	08/24/2016	Open			Accounts Payable	Addison Fire Protection	\$75.00		
37696	08/24/2016	Open			Accounts Payable	Air One Equipment, Inc.	\$872.00		
37697	08/24/2016	Open			Accounts Payable	Airgas USA, LLC	\$233.54		
37698	08/24/2016	Open			Accounts Payable	Al Warren Oil Company	\$31,687.46		
37699	08/24/2016	Open			Accounts Payable	Amsterdam Printing & Litho Corporation	\$97.41		
37700	08/24/2016	Open			Accounts Payable	Amy Gullo	\$24.41		
37701	08/24/2016	Open			Accounts Payable	Anthony J. Lynch	\$67.50		
37702	08/24/2016	Open			Accounts Payable	Art Flo Shirt and Lettering	\$915.00		
37703	08/24/2016	Open			Accounts Payable	Ascher Brothers	\$5,400.00		
37704	08/24/2016	Open			Accounts Payable	AT & T	\$5,577.44		
37705	08/24/2016	Open			Accounts Payable	B & B Wholesale Distributors	\$80.75		
37706	08/24/2016	Open			Accounts Payable	B. Davids Landscaping	\$5,890.00		
37707	08/24/2016	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$133.96		
37708	08/24/2016	Open			Accounts Payable	Berwyn Development Corporation	\$2,150.00		
37709	08/24/2016	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$150.00		
37710	08/24/2016	Open			Accounts Payable	Blackstone Audiobooks, Inc.	\$4.00		
37711	08/24/2016	Open			Accounts Payable	Blades of Glory, Inc.	\$3,175.00		
37712	08/24/2016	Open			Accounts Payable	Brian Cantwell	\$1,770.74		
37713	08/24/2016	Open			Accounts Payable	BSN Sports	\$1,263.39		
37714	08/24/2016	Open			Accounts Payable	Case Lots, Inc.	\$606.02		
37715	08/24/2016	Open			Accounts Payable	Cassidy Tire	\$30.00		
37716	08/24/2016	Open			Accounts Payable	CDW Government, Inc.	\$8,652.86		
37717	08/24/2016	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$4,041.49		
37718	08/24/2016	Open			Accounts Payable	Chemsearch	\$291.62		
37719	08/24/2016	Open			Accounts Payable	Chicago Badge Company	\$82.49		
37720	08/24/2016	Open			Accounts Payable	Chicago Communications, LLC	\$95.00		
37721	08/24/2016	Open			Accounts Payable	Chicago Office Products Co.	\$1,748.11		
37722	08/24/2016	Open			Accounts Payable	Chicago Office Technology Group	\$2,558.65		
37723	08/24/2016	Open			Accounts Payable	Cintas Corporation	\$719.28		
37724	08/24/2016	Open			Accounts Payable	City of Chicago	\$612,923.32		
37725	08/24/2016	Open			Accounts Payable	Clearchannel Outdoor	\$11,350.00		
37726	08/24/2016	Open			Accounts Payable	Comcast Cable	\$326.64		
37727	08/24/2016	Open			Accounts Payable	Commercial Maintenance Chemical Corporation	\$862.72		
37728	08/24/2016	Open			Accounts Payable	Concrete Crawlspace Corp.	\$12,999.90		
37729	08/24/2016	Open			Accounts Payable	Continental Research Corporation	\$114.90		
37730	08/24/2016	Open			Accounts Payable	COTG	\$234.00		

# Payment Register

From Payment Date: 8/20/2015 - To Payment Date: 8/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
37731	08/24/2016	Open			Accounts Payable	Currie Motors	\$204,870.54		
37732	08/24/2016	Open			Accounts Payable	Deece Automotive	\$125.00		
37733	08/24/2016	Open			Accounts Payable	Del Galdo Law Group, LLC	\$34,810.06		
37734	08/24/2016	Open			Accounts Payable	Di Nico's Pizza	\$79.99		
37735	08/24/2016	Open			Accounts Payable	Diamond Graphics, Inc.	\$1,168.00		
37736	08/24/2016	Open			Accounts Payable	Diaz Group, LLC	\$8,825.00		
37737	08/24/2016	Open			Accounts Payable	Door Systems, Inc.	\$6,485.00		
37738	08/24/2016	Open			Accounts Payable	DuPage Topsoil, Inc.	\$200.00		
37739	08/24/2016	Open			Accounts Payable	eDot	\$3,506.64		
37740	08/24/2016	Open			Accounts Payable	Enterprise Rent-a-Car	\$376.39		
37741	08/24/2016	Open			Accounts Payable	Federal Express Corporation	\$36.24		
37742	08/24/2016	Open			Accounts Payable	Felco Vending, Inc.	\$48.00		
37743	08/24/2016	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$9,516.85		
37744	08/24/2016	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$269.11		
37745	08/24/2016	Open			Accounts Payable	Gary T. Copp	\$660.00		
37746	08/24/2016	Open			Accounts Payable	Good Old Days	\$10.00		
37747	08/24/2016	Open			Accounts Payable	Greater Illinois Title Company	\$154.00		
37748	08/24/2016	Open			Accounts Payable	Greg Hannah Plumbing	\$262.00		
37749	08/24/2016	Open			Accounts Payable	H & H Electric Company	\$232.80		
37750	08/24/2016	Open			Accounts Payable	Home Depot Credit Services	\$765.90		
37751	08/24/2016	Open			Accounts Payable	Horizon Screening	\$467.25		
37752	08/24/2016	Open			Accounts Payable	Illinois Department of Employment Security	\$325.00		
37753	08/24/2016	Open			Accounts Payable	Illinois Department of Transportation	\$2,389.80		
37754	08/24/2016	Open			Accounts Payable	Illinois Tactical Officers Association	\$590.00		
37755	08/24/2016	Open			Accounts Payable	InfoGroup, Inc.	\$1,544.00		
37756	08/24/2016	Open			Accounts Payable	Ingram Library Services	\$5,901.77		
37757	08/24/2016	Open			Accounts Payable	Intersection Media, LLC	\$1,343.74		
37758	08/24/2016	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,900.00		
37759	08/24/2016	Open			Accounts Payable	Jack's Rental, Inc.	\$1,552.00		
37760	08/24/2016	Open			Accounts Payable	JNC Consulting, Inc.	\$2,750.00		
37761	08/24/2016	Open			Accounts Payable	Just Tires	\$334.99		
37762	08/24/2016	Open			Accounts Payable	K-Five Hodgkins LLC	\$209.51		
37763	08/24/2016	Open			Accounts Payable	Kieft Bros., Inc.	\$357.05		
37764	08/24/2016	Open			Accounts Payable	Konica Minolta Business Solutions USA., Inc.	\$2,300.00		
37765	08/24/2016	Open			Accounts Payable	Konica Minolta Business Solutions USA., Inc.	\$917.82		
37766	08/24/2016	Open			Accounts Payable	Kopicki Family Funeral Home	\$315.00		
37767	08/24/2016	Open			Accounts Payable	Lakeview Bus Lines, Inc.	\$1,865.00		
37768	08/24/2016	Open			Accounts Payable	Laner Muchin, Ltd.	\$4,874.15		
37769	08/24/2016	Open			Accounts Payable	Lawndale News	\$95.26		
37770	08/24/2016	Open			Accounts Payable	Leahy-Wolf	\$3,487.00		
37771	08/24/2016	Open			Accounts Payable	LexisNexis Risk Solutions	\$360.50		
37772	08/24/2016	Open			Accounts Payable	Little Village Printing	\$168.85		
37773	08/24/2016	Open			Accounts Payable	Lyons Tree Service, Inc.	\$25,405.00		
37774	08/24/2016	Open			Accounts Payable	M. K. Sports	\$2,542.00		
37775	08/24/2016	Open			Accounts Payable	Matthew Burke	\$1,235.00		
37776	08/24/2016	Open			Accounts Payable	Mazza Healthcare LLC	\$1,465.12		
37777	08/24/2016	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$190.00		
37778	08/24/2016	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		

CITY COUNCIL FULL PACKET AUGUST 19, 2016 PAGE 49

# Payment Register

From Payment Date: 8/20/2015 - To Payment Date: 8/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
37779	08/24/2016	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$103.43		
37780	08/24/2016	Open			Accounts Payable	Menards	\$22.91		
37781	08/24/2016	Open			Accounts Payable	Menards	\$653.78		
37782	08/24/2016	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$137.00		
37783	08/24/2016	Open			Accounts Payable	Midwest Environmental Sales Company, Inc.	\$429.00		
37784	08/24/2016	Open			Accounts Payable	Midwest Tape	\$144.95		
37785	08/24/2016	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
37786	08/24/2016	Open			Accounts Payable	Mike & Sons	\$3,685.00		
37787	08/24/2016	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$105.03		
37788	08/24/2016	Open			Accounts Payable	National Minority Update	\$195.00		
37789	08/24/2016	Open			Accounts Payable	Networkfleet, Inc.	\$479.05		
37790	08/24/2016	Open			Accounts Payable	Nicor Gas	\$99.54		
37791	08/24/2016	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$400.00		
37792	08/24/2016	Open			Accounts Payable	O.D. Sports	\$2,304.00		
37793	08/24/2016	Open			Accounts Payable	Ogden Carwash	\$28.98		
37794	08/24/2016	Open			Accounts Payable	Paramount Restoration Group, Inc.	\$10,591.00		
37795	08/24/2016	Open			Accounts Payable	Partsmaster	\$433.20		
37796	08/24/2016	Open			Accounts Payable	Patrick N. Murray	\$2,100.00		
37797	08/24/2016	Open			Accounts Payable	Penguin Random House, Inc.	\$33.75		
37798	08/24/2016	Open			Accounts Payable	Petco Animal Supplies, Inc.	\$112.85		
37799	08/24/2016	Open			Accounts Payable	Pitney Bowes	\$358.19		
37800	08/24/2016	Open			Accounts Payable	Promos 911, Inc.	\$776.90		
37801	08/24/2016	Open			Accounts Payable	R.E. Walsh & Associates, Inc.	\$812.50		
37802	08/24/2016	Open			Accounts Payable	Reliable Materials-Lyons LLC	\$993.00		
37803	08/24/2016	Open			Accounts Payable	Richard C. Dahms	\$2,280.00		
37804	08/24/2016	Open			Accounts Payable	Ricoh USA, Inc.	\$90.20		
37805	08/24/2016	Open			Accounts Payable	Robert J. Lovero	\$102.35		
37806	08/24/2016	Open			Accounts Payable	Roscoe Company	\$1,016.42		
37807	08/24/2016	Open			Accounts Payable	Royal Publishing, Inc.	\$95.00		
37808	08/24/2016	Open			Accounts Payable	Ruth Volbre	\$1,086.89		
37809	08/24/2016	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$113.43		
37810	08/24/2016	Open			Accounts Payable	Santo Sport Store	\$747.00		
37811	08/24/2016	Open			Accounts Payable	Schultz Supply Company, Inc.	\$715.84		
37812	08/24/2016	Open			Accounts Payable	Scot Decal Company, Inc.	\$11,979.30		
37813	08/24/2016	Open			Accounts Payable	SEPS, Inc.	\$4,850.00		
37814	08/24/2016	Open			Accounts Payable	Service Spring	\$475.00		
37815	08/24/2016	Open			Accounts Payable	Sharon Lorenzi	\$10.23		
37816	08/24/2016	Open			Accounts Payable	Sportsfields, Inc.	\$430.00		
37817	08/24/2016	Open			Accounts Payable	Sprint	\$289.30		
37818	08/24/2016	Open			Accounts Payable	Standard Equipment Company	\$4,729.32		
37819	08/24/2016	Open			Accounts Payable	Storino, Ramello & Durkin	\$15,544.85		
37820	08/24/2016	Open			Accounts Payable	Sullivan's Law Directory	\$75.93		
37821	08/24/2016	Open			Accounts Payable	Target Auto Parts	\$355.10		
37822	08/24/2016	Open			Accounts Payable	Terminal Supply Co.	\$368.44		
37823	08/24/2016	Open			Accounts Payable	The Blue Line	\$349.00		
37824	08/24/2016	Open			Accounts Payable	The Knox Company	\$1,258.00		

CITY COUNCIL (CITY PACKET) AUGUST 19, 2016

# Payment Register

From Payment Date: 8/20/2015 - To Payment Date: 8/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
37825	08/24/2016	Open			Accounts Payable	Thomson Reuters- West	\$336.31		
37826	08/24/2016	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$1,615.50		
37827	08/24/2016	Open			Accounts Payable	Tryad Automotive	\$1,434.40		
37828	08/24/2016	Open			Accounts Payable	Tyler Technologies, Inc.	\$4,700.00		
37829	08/24/2016	Open			Accounts Payable	Unique Management Services, Inc.	\$35.80		
37830	08/24/2016	Open			Accounts Payable	Unique Plumbing	\$43,373.52		
37831	08/24/2016	Open			Accounts Payable	United Radio Communications	\$657.78		
37832	08/24/2016	Open			Accounts Payable	US Gas	\$421.00		
37833	08/24/2016	Open			Accounts Payable	USA Today	\$292.07		
37834	08/24/2016	Open			Accounts Payable	USIC Locating Services, Inc.	\$5,745.14		
37835	08/24/2016	Open			Accounts Payable	Veritext	\$950.60		
37836	08/24/2016	Open			Accounts Payable	Verizon Wireless - LeHigh	\$1,455.31		
37837	08/24/2016	Open			Accounts Payable	Vintage Tech LLC	\$1,112.68		
37838	08/24/2016	Open			Accounts Payable	Walgreens Company	\$119.90		
37839	08/24/2016	Open			Accounts Payable	Wescon Underground, Inc.	\$2,500.00		
37840	08/24/2016	Open			Accounts Payable	West Central Municipal Conference	\$20,611.63		
37841	08/24/2016	Open			Accounts Payable	William Pack	\$300.00		
37842	08/24/2016	Open			Accounts Payable	Wire Music Holdings,LLC	\$30,000.00		
37843	08/24/2016	Open			Accounts Payable	Ali Huleisy	\$1,475.00		
37844	08/24/2016	Open			Accounts Payable	Connie Torralba & Gabriel Martin	\$1,475.00		
37845	08/24/2016	Open			Accounts Payable	Daniel Pelayo	\$3,500.00		
37846	08/24/2016	Open			Accounts Payable	Gary Langer	\$3,500.00		
37847	08/24/2016	Open			Accounts Payable	Joseph Klimek	\$3,000.00		
37848	08/24/2016	Open			Accounts Payable	Moises Padilla & Veronica Roman	\$1,475.00		
37849	08/24/2016	Open			Accounts Payable	Nethza & Lorenzo Payan	\$725.00		
37850	08/24/2016	Open			Accounts Payable	Nethza & Lorenzo Payan	\$725.00		
37851	08/24/2016	Open			Accounts Payable	Potestivo & Associates, PC	\$410.00		
37852	08/24/2016	Open			Accounts Payable	Precision Dental, Ltd.	\$720.00		
37853	08/24/2016	Open			Accounts Payable	Spanish with Salas	\$225.00		
37854	08/24/2016	Open			Accounts Payable	The J & T Group	\$2,500.00		
Type Check Totals:									
169 - General Cash Totals							\$1,274,898.43		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	169	\$1,274,898.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	169	\$1,274,898.43	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	169	\$1,274,898.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 8/20/2015 - To Payment Date: 8/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Total	169		\$1,274,898.43	\$0.00	
<b>Checks</b>									
		Status	Count	Transaction Amount	Reconciled Amount				
		Open	169	\$1,274,898.43	\$0.00				
		Reconciled	0	\$0.00	\$0.00				
		Stopped	0	\$0.00	\$0.00				
		Total	169	\$1,274,898.43	\$0.00				
<b>All</b>									
		Status	Count	Transaction Amount	Reconciled Amount				
		Open	169	\$1,274,898.43	\$0.00				
		Reconciled	0	\$0.00	\$0.00				
		Stopped	0	\$0.00	\$0.00				
		Total	169	\$1,274,898.43	\$0.00				

Grand Totals:

K.3

To Whom It May Concern

My name is Margarita Rivera. I am the parent of Lee Rivera. I am the founder of For The Love Of Lee Non - Profit.

About two years ago we did several fund raisers to raise money to build my son a handicapped bedroom and bathroom. We had many volunteers come to lend a hand during the whole process. There were many Firemen and Police officers that came to help us out and I will be eternally grateful for all of their help.

About two weeks ago we received notice from Licitra Roofing Company ( No Roof Left Behind Program ) that they will be donating a new roof for our home ( 3143 Maple Ave, Berwyn.) PRAISE THE LORD ALWAYS!

The company will be doing a " Installation Celebration" on Tuesday August 30th @ noon. I was told by the owner that on that day they will be bringing a grill to make burgers and hot dogs for everyone that shows up and that I invite. Because the fireman and police officers were so instrumental in the construction of Lees' room I wanted to extend the invitation also to them. I was hoping that some of both branches could come by to celebrate this huge gift with my family.

I would really appreciate your understanding in this matter.

Sincerely,

Margarita Rivera

K-4



at the UNIVERSITY of CHICAGO

55 East Monroe Street  
20th Floor  
Chicago IL 60603  
office (312) 759-4001  
fax (312) 759-4004  
www.norc.org

August 2016

Dear Chief of Police Jim Ritz:

NORC at the University of Chicago is undertaking an important national study designed to provide information on the circumstances of all types of families across America. The study is sponsored by the Federal Reserve Board.

Some households in your area have been selected as part of a national random sample for this study. Continuing until January 2017, NORC interviewers will contact selected households in your community. Interviewers will visit pre-selected households, explain the study to an adult and, after informed consent has been obtained, interview selected individuals in each household. Since residents are frequently concerned about security and safety, we wanted to inform your organization of this research project and alert you that our interviewers will be present in your community. On other national research projects we have found that some people selected to be interviewed have called organizations such as yours for information about our presence.

Be assured that participation in this study by your residents is completely voluntary and that our interviewers will adhere to the strictest professional standards. Our interviewers will be wearing photo identification badges which state that they are NORC representatives. The interviewers are trained professionals who have signed legally binding pledges of confidentiality.

NORC is one of the oldest and most prestigious social survey research organizations in the nation. We have been conducting nationwide surveys for 75 years, during which we have earned a reputation for research that is scientifically sound and in the public interest.

If you have any questions or would like more information on the study or NORC, please call me toll-free at 1-800-609-2911 or e-mail me at [bard-suzanne@norc.org](mailto:bard-suzanne@norc.org).

Sincerely,

A handwritten signature in cursive script that reads "Suzanne H. Bard".

Suzanne Bard  
Project Coordinator



K. 5  
The City of Berwyn



Nora Laureto  
8<sup>th</sup> Ward Alderman

A Century of Progress with Pride

August 17, 2016

Mayor Robert J. Lovero  
Members of the Berwyn City Council  
Berwyn City Hall  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

SUBJECT: FitzGerald's show "Under the Stars"

Dear Mayor and Members of the City Council:

I have been contacted by FitzGerald's owner Bill Fitzgerald to ask permission for FitzGerald's to host another show "under the stars" on Friday, September 2<sup>nd</sup>. This would be in the open parking lot of the business. The show would begin at 8:30 p.m. and end at 11:15 p.m. FitzGerald's has hosted these show in the past and we have had no complaints from PD or the neighbors regarding this.

I am asking that we give permission for FitzGerald's to host another "music under the stars on event on Friday, September 2, 2016.

Thank you,

Nora Laureto  
Alderman, 8<sup>th</sup> Ward  
City of Berwyn



**Request for Block Party**

**City of Berwyn  
Thomas J. Pavlik, City Clerk**

[tpavlik@ci.berwyn.il.us](mailto:tpavlik@ci.berwyn.il.us)  
[lguerrier@ci.berwyn.il.us](mailto:lguerrier@ci.berwyn.il.us)

Date: August 19, 2016

Mayor Lovero & Members of the Berwyn City Council

Re: Block Party located at **1900** block of **Harvey**

The residents of the **1900** block of **Harvey** request permission to hold a block party on **8/27/2016**. We are aware of the ordinance regarding block parties and will abide by it.

If available, we would you like to have an Officer/McGruff stop at our block party YES (✓) or NO ( )

If available, we would like to have the Fire Department visit our block party YES (✓) or NO ( )

Thank you for your consideration.

Miriam Moreno, 1931 S. Harvey and the following residents at:

1933	1934	1910	1923
1935	1928	1906	1927
1641	1920	1906	1919
1940	1918	1915	
1932	1916	1917	



## Request for Block Party

City of Berwyn  
Thomas J. Pavlik, City Clerk

[tpavlik@ci.berwyn.il.us](mailto:tpavlik@ci.berwyn.il.us)  
[lguerrier@ci.berwyn.il.us](mailto:lguerrier@ci.berwyn.il.us)

Date: August 19, 2016

Mayor Lovero & Members of the Berwyn City Council

Re: Block Party located at **1800** block of **Wisconsin**

The residents of the **1800 block of Wisconsin** request permission to hold a block party on **8/27/2016 with the rain date of 9/10/16**. We are aware of the ordinance regarding block parties and will abide by it.

If available, we would you like to have an Officer/McGruff stop at our block party YES (√) or NO ( )

If available, we would like to have the Fire Department visit our block party YES (√) or NO ( )

Thank you for your consideration.

Decolia Herdle, 1824 S. Wisconsin and the following residents at:

1826	1816	1809	1835
1824	1816	1815	1837
1812	1814	1825	1838
1817	1810	1827	1849
1814	1801	1831	



## Request for Block Party & Guidelines

City of Berwyn  
Thomas J. Pavlik, City Clerk

[tpavlik@ci.berwyn.il.us](mailto:tpavlik@ci.berwyn.il.us)  
[lguerrier@ci.berwyn.il.us](mailto:lguerrier@ci.berwyn.il.us)

Date: August 19, 2016

Mayor Lovero & Members of the Berwyn City Council

Re: Block Party located at **2400** block of **Clarence**

The residents of the **2400 block of Clarence** request permission to hold a block party on **9/4/2016 with the rain date of 9/17/16**. We are aware of the ordinance regarding block parties and will abide by it.

If available, we would you like to have an Officer/McGruff stop at our block party YES (✓) or NO ( )

If available, we would like to have the Fire Department visit our block party YES (✓) or NO ( )

Thank you for your consideration.

Susanna Salas, 2442 S. Clarence and the following residents at:

2424	2416	2427
2425	2401	2429
2414	2415	2431
2410	2419	2437
2406	2421	2442



## Request for Garage Sale

City of Berwyn  
Thomas J. Pavlik, City Clerk

[tpavlik@ci.berwyn.il.us](mailto:tpavlik@ci.berwyn.il.us)  
[lguerrier@ci.berwyn.il.us](mailto:lguerrier@ci.berwyn.il.us)

Date: August 19, 2016

Mayor Lovero & Members of the Berwyn City Council

Re: Block Garage Sale located at **1200** block of **Harvey**

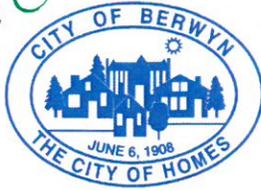
The residents of the **1200** block of **Harvey** respectfully request permission to have a block garage sale on **9/10/2016 with a rain date of 9/17/2016**. We are aware of the ordinance regarding block sales and will abide by all of them.

Thank you for your consideration.

Kay Rops, 1248 S. Harvey and the following residents of:

1233	1246
1235	1230
1235	1243
1229	1239
1221	

K-10



## Request for Garage Sale

City of Berwyn  
Thomas J. Pavlik, City Clerk

[tpavlik@ci.berwyn.il.us](mailto:tpavlik@ci.berwyn.il.us)  
[lguerrier@ci.berwyn.il.us](mailto:lguerrier@ci.berwyn.il.us)

Date: August 19, 2016

Mayor Lovero & Members of the Berwyn City Council

Re: Block Garage Sale located at **1800** block of **Wisconsin**

The residents of the **1800** block of **Wisconsin** respectfully request permission to hold a block garage sale on **9/10/2016 with a rain date of 9/17/2016**. We are aware of the ordinance regarding block sales and will abide by all of them.

Thank you for your consideration.

Decolia Herdle, 1824 S. Wisconsin and the following residents of:

1826	1816	1815	1837
1824	1814	1825	1838
1817	1810	1827	1852
1814	1801	1831	1849
1816	1809	1835	

K-11

Mayor  
**Robert J. Lovero**



2nd Ward Alderman  
**Jeffrey Boyajian**

**M E M O R A N D U M**

August 23, 2016

TO: The Honorable Robert J. Lovero  
Members of the City Council

RE: Handicap Parking Application #1097  
3835 S. Highland Ave.

Ladies and Gentlemen:

After careful review, I would like to **override** the staff's recommendation of denial and respectfully submit the attached application for **APPROVAL** of a handicap **SPACE**.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
3835 S. Highland Ave.	George Koutny	1097

Thank you very much,

Jeffrey Boyajian  
2<sup>nd</sup> Ward Alderman

Enc: Handicap Application



# Berwyn Police Department

6401 West 31st. Street  
Berwyn, Illinois 60402  
708-795-5600  
Fax 708-795-5627  
Emergency Call 911

## Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero  
From: Berwyn Police Department Community Service Division  
Date : 7/7/2016  
Officer: T. Young#183

Applicant Name: George Koutny

Address: 3835 Highland Ave Berwyn Il 60402

Telephone:

Nature of Disability:

### Information

Doctor's Note/ Affidavit:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Interviewed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Plate	<input type="checkbox"/> <input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Placard	<input checked="" type="checkbox"/> <input type="checkbox"/>
Driveway:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/>
Off Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Walker / Cane:	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Oxygen:	<input type="checkbox"/>

Meets Police Dept Requirements	Space	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Zone	<input type="checkbox"/> <input checked="" type="checkbox"/>

Report # 16-06828

2nd Ward Alderman: JEFFREY BOYAJIAN

<b>Staff Recommendation</b>	
Approved	Denied <input checked="" type="checkbox"/>

*OVER RIDE TO APPROVE*

**OFFICIAL SWORN POLICE REPORT**

**Berwyn Police Department**

6401 W 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 16-06828

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 16-06828	
REPORT TYPE Incident Report	RELATED CAD # C16-035361	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3835 S HIGHLAND AV Berwyn, IL 60402				
HOW RECEIVED Radio	WHEN REPORTED 07/07/2016 11:14	TIME OF OCCURRENCE 07/07/2016 11:14	STATUS CODE	STATUS DATE	

**INVOLVED ENTITIES**

NAME Koutny, George				DOB	AGE 79
ADDRESS 3835 S HIGHLAND AV Berwyn, IL 60402			FBI #	IR #	
SEX M	RACE White, Caucasian	HGT	WGT	HAIR	PHONE Home
EYES	SID #	DL #	DL State IL	ALT PHONE	
CLOTHING				Handcuff Double Locked	Prints Taken
Criminal History					
Employer					

UCR 9041 Applicant File, 1 - 1count(s)	TYPE Reporting Party	RELATED EVENT #
---	-------------------------	-----------------

NAME GALANOS, SUSAN				DOB	AGE 9
ADDRESS 4500 S GROVE AV FOREST VIEW, IL 60402			FBI #	IR #	
SEX F	RACE Hispanic	HGT	WGT	HAIR	PHONE Mobile
EYES	SID #	DL #	DL State IL	ALT PHONE	
CLOTHING				Handcuff Double Locked	Prints Taken
Criminal History					
Employer					

UCR 9041 Applicant File, 1 - 1count(s)	TYPE Other	RELATED EVENT #
---	---------------	-----------------

**INVOLVED VEHICLES**

VEH/PLATE # FYV359	STATE IL	TYPE Carryall/SUV	INVOLVEMENT Involved	VIN #
YEAR 2016	MAKE Kia Motors Corp	MODEL Sportage	COLOR Blue	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

**OFFICIAL SWORN POLICE REPORT**

**Berwyn Police Department**

6401 W 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 16-06828

STATION COMPLAINT UCR/Offense Code			INCIDENT #	
9041 (Applicant File)			16-06828	
REPORT TYPE	RELATED CAD #	DESCRIPTION		
Incident Report	C16-035361	Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)			
	3835 S HIGHLAND AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED	TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
Radio	07/07/2016 11:14	07/07/2016 11:14		

**NARRATIVES**

PRIMARY NARRATIVE

George Koutny is requesting a handicapped parking sign in front of his residence located at 3835 Highland. He drives a 2016 Kia Sportage IL Plate# FYV359 Berwyn Vehicle tag# 18849 and has a valid handicapped placard# CH07330. He resides in a single family home with a garage that is used for storage and to park a vehicle. George informed R/o that he has difficulty entering and exiting his garage. There are 2 handicapped signs on the block located at 3829 Highland and 3834 Highland. The block is mostly single family homes.

George partially meets the requirements for handicapped parking according to the City of Berwyn ordinance 484.05

REPORTING OFFICER	UNIT #	SUPERVISOR	UNIT #
YOUNG, TERRY	183		

DRAFT

## Handicapped Space/Zone Police Department Site Inspection

Application # 1097

Police Department Designee C.S.O. Terry Young

Comments: Garage on premise used to park vehicle in and for storage. Block is mostly single family homes. Resides in single family home. 2 Handicapped spaces on block located at 3829 Highland and 3834 Highland.

Date: 7/7/2016

Police Report # 16-06828

## Handicapped Space/Zone Public Works Site Inspection

Application # 1097

Public Works Director or Designee \_\_\_\_\_

Comments: \_\_\_\_\_

Meets Public Works Criteria:

Parking Space

Yes

No

Parking Zone

Yes

No

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

Police Report # 16-06828

## Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 1097

Traffic Engineer or Designee Nicole Campbell

Comments: 2 car garage and 2 other spaces on block.

Meets Traffic Criteria for:

Parking Space	Yes	0		No	X
Parking Zone	Yes	0		No	X

Date: 7/7/2016

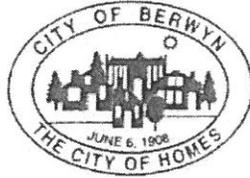
Police Report # 16-06828

Rec'd by City Clerk: 8/4/2016  
 To Alderman: 8/4/2016  
 To Council: 9/13/16  
 Determination: **APPROVE/OVERRIDE**  
 Notice to Applicant:  
 Paid:  
 Sign #:

Comments:


App # 1041

The City of Berwyn  
Mayor Robert J. Lovero



Thomas J. Pavlik  
City Clerk

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

Affidavit For Handicapped Parking Sign or Drop Off Zone

You must have a permanent Handicap State Plate or Handicap Placard to park any vehicle in a designated Handicap Parking space

INITIAL  RENEWAL

George Koutny  
(Name of Handicapped Applicant)

\_\_\_\_\_  
(Date of Birth)

3835 Highland  
(Berwyn Address)

SUE GALANOS (DAUGHTER)  
(Name of caregiver, or guardian if minor)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Telephone / Cell Phone Number)

Is there a garage on the property?  Yes / No

Are you the homeowner?  Yes / No

If so, what is the garage currently being used for? Storage / Car

Driveway \_\_\_ Carport \_\_\_

All Applicants must submit the Physicians form (A)

Renters must submit the Owner Consent form (B)

\*\*\*\*\*  
A 7-6-16: George called to say he got his permanent placard

Vehicle Information

Kia Sportage  
(Vehicle make and model)

Blue 2016  
(Color / Year)

FYV 359  
(Illinois License Plate Number)

18849  
(Current City Vehicle Sticker Number)

\_\_\_\_\_  
(Illinois Handicapped Plate)

CH 07330  
(Illinois Permanent Handicap Placard Number)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

[Signature]  
Signature of Applicant or Legal Guardian

6-13-16  
Date

Return the completed form to the City Clerk's Office at Berwyn City Hall  
6700 West 26<sup>th</sup> Street, Berwyn, Illinois

The City of Berwyn  
Mayor Robert J. Lovero



Thomas J. Pavlik  
City Clerk

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

## Physician Form (A)

This form must be filled out in its entirety and signed by your physician.

Physician must state, by printing below, the nature of the patient's handicap

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the patient utilize any of the following? :

Walker \_\_\_\_\_ Wheel Chair \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person – Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

\_\_\_\_\_  
(Physician's Signature/Stamp)

6/13/16  
\_\_\_\_\_  
(Date)

DR. [unclear]  
\_\_\_\_\_  
(Print Physician's Name)

14N, 1L,  
\_\_\_\_\_  
(Address and Telephone Number) 60402

Return the completed form to the City Clerk's Office at Berwyn City Hall  
6700 West 26<sup>th</sup> Street, Berwyn, Illinois



**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

**Form B**

**Owner Consent For Handicap Sign**

**Placement/Drop-off Zone**

I George Koutny, owner/manager of the property at  
3835 Highland, state as follows:

1) That George Koutny is a tenant at the above listed property.

2) That George Koutny has no access to any parking on the premises.

3) That if George Koutny is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.

4) I agree to notify the City of Berwyn if George Koutny no longer resides on the premises.

\_\_\_\_\_  
Signature/Date

Name: George Koutny  
Address: 3835 Highland  
Phone#: \_\_\_\_\_

Return the completed form to the City Clerk's Office at Berwyn City Hall  
6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402