

AGENDA
BERWYN CITY COUNCIL

April 24, 2018
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 4/10/2018

D. Bid Openings

E. Berwyn Development Corp., Berwyn Township/Health District

F. Reports from the Mayor

G. Reports from the Clerk

H. Zoning Boards of Appeals

I. Reports from the Aldermen, Committees and Board

1. Lennon: Paint the Plugs 6/16/2018
2. Ruiz: Young Latina's Day Proclamation

J. Reports from the Staff

1. Police Chief: Officer Recognition
2. Police Chief: Police Department Assessment
3. Community Development Director: Substantial Amendment to Consolidated Plan Program Years 2015-2019/Resolution
4. Fire Chief: Permission to Contact Fire & Police Commission to hire One Probationary Firefighter/Paramedic
5. Fire Chief: Sale of 1992 Seagrave Model JB40DH
6. City Attorney: Settlement of Case No. 2017 CV-05794
7. City Attorney: Settlement of Case No. 2017 WC 11869
8. Public Works Director: Engineering Services for the 2017 Program Year CDBG (selected) Projects
9. Public Works Director: Arbor Day Proclamation
10. Interim Library Director: Authorization to Advertise & Replace Library Staff
11. Assistant City Administrator: Public Art Initiative
12. Assistant City Administrator: Lease of Harlem Train Station Coffee Shop to 1890 Café LLC/Ordinance

K. Consent Agenda

1. Payroll: 4/18/2018 in the amount of \$1,282,600.59
2. Payables: 4/24/2018 in the amount of \$1,345,339.78
3. Garage Smokehouse & Grill: LAMA Chicago Instructional Safety Motorcycle Event 4/29/2018
4. Handicap Parking Application #1090 – 2119 S. Highland – Deny
5. Handicap Parking Application #1095 – 2222 S. Highland – Approve Zone
6. Handicap Parking Application #1099 – 1446 S. Harvey – Deny
7. Handicap Parking Application #1123 – 1918 S. Scoville – Deny
8. Handicap Parking Application #1198 – 1628 S. Scoville – Deny

Total Items: 23

Margaret Paul, City Clerk



C-1

MINUTES
Regular Berwyn City Council Meeting
April 10, 2018

1. The Regular Meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. The following Aldermen responded present upon the call of the roll: Lennon, Ramirez, Reardon, Fejt, Ruiz, Avila and Garcia. Absent: Santoy. Avila made a motion, seconded by Lennon, to excuse Santoy. Motion carried.
2. The Pledge of Allegiance was recited. A moment of silence was given for the safety of the men and women protecting us on the streets of Berwyn, for those who are in the Armed Forces, and for all Veterans who have served.
3. The Open Forum portion of the meeting was announced. Fire Chief Denis O'Halloran spoke. He asked for direction regarding disposition of a 1992 Seagrave Engine currently in storage for over two years. Despite advertising, no other department is interested in purchasing it. Discussion ensued. Chief O'Halloran will move forward to have the engine declared as surplus. Resident Katie Zeitvogle spoke in support of the Depot District Art Murals project as discussed at the Committee of the Whole meeting held on April 10, 2018. Ms. Zeitvogle also voiced concerns regarding traffic stopped by BNSF trains and inquired about an under/overpass. The Mayor advised on costs prohibiting such projects. Reardon invited everyone to attend a 3rd Ward meeting on April 19th at Proska Park. Finance Director Rasheed Jones handed council members a memo entitled Budget Improvement Ideas. Lennon thanked the Police Department for their hard work, invited everyone to attend a 1st Ward Clean-up on April 14th, and a 1st Ward meeting on April 30th at the Police Department. Avila noted an Earth Day Clean-up with North Berwyn Park District on April 21st at Berwyn Gardens. Ramirez announced a Berwyn Historical Society Annual Antique & Collectible Sale on April 21st at the Liberty Center. Garcia thanked everyone for their attendance at the 8th Ward meeting and announced an 8th Ward Clean-up on April 21st. All were reminded of the Depot District Mini-Golf Pub Crawl on April 21st. Alderman Ruiz was recognized to read a Proclamation regarding Latina Day and give background on the program.
4. Minutes for the following meetings were submitted: Public Hearing for the 2018 Proposed Budget and Appropriation Ordinance held on March 27, Committee of the Whole of March 27, 2018, and Regular Berwyn City Council of March 27, 2018. Avila made a motion, seconded by Lennon, to approve the minutes as submitted and place same on file for audit. The motion carried by a voice vote.
5. Berwyn Development Corporation Interim Executive Director Jousef Mondragon submitted a communication regarding the Consideration for Loan Approval - 3D Collison Collision Repair, Inc. Mr. Mondragon, BDC President Andy Sotiropoulos and Mr. Ryan Adriatico were recognized and presented the communication recommending loan approval of \$517,500. Discussion ensued. Thereafter, Ramirez made a motion, seconded by Reardon, to deny the request as submitted. The motion carried by the following call of the roll: Yeas: Ramirez, Reardon, Fejt and Garcia. Nays: Lennon, Ruiz and Avila. Absent: Santoy.
6. Mayor Lovero submitted a communication regarding the re-appointment of Fire Chief Denis O'Halloran to the Fire Pension Fund Board. Thereafter, Avila made a motion, seconded by Ruiz, to concur and approve the appointment as submitted. The motion carried by a voice vote.
7. Mayor Lovero submitted a communication regarding the renewal of the health and dental insurance contracts for city personnel. Thereafter, Lennon made a motion, seconded by Ruiz, to concur, approve as presented in the Committee of the Whole and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
8. Mayor Lover submitted a communication regarding the American Federation of State, County and Municipal Employees (AFSCME) Contract. Thereafter, Avila made a motion, seconded by Ruiz, to concur and approve as submitted. The motion carried by a unanimous roll call vote.

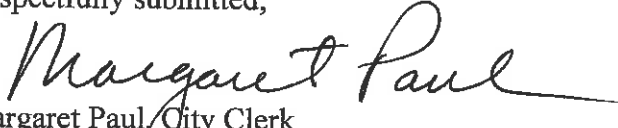
Berwyn City Council Minutes
April 10, 2018

9. Alderman Reardon submitted a communication regarding Public Works Priority Project List. Thereafter, Reardon made a motion, seconded by Fejt, to concur and refer the matter to the Public Works, Parking, Trees, Traffic, Streets & Sewers Committee. The motion carried by a voice vote.
10. Alderman Ruiz submitted a communication requesting removal of the reserved handicap space regarding #196 at 1905 S. Elmwood Avenue and requested the removal due to non-compliance under ordinance Title Eight, 484.05 Section B (5). Thereafter, Ruiz made a motion, seconded by Lennon, to concur and remove the signs as requested. The motion carried by a voice vote.
11. Fire Chief Denis O'Halloran submitted a request to purchase one (1) New 2018 E450 Wheeled Coach Type 111 Ambulance and to repurpose one used ambulance transferring it to the Public Works Department. Thereafter, Avila made a motion, seconded by Lennon, to concur and approve for payment in the amount not to exceed \$175, 811.00. The motion carried by a unanimous roll call vote.
12. City Attorney Anthony Bertuca submitted a communication regarding the Settlement of Case No. 17 CV 01440. Thereafter, Avila made a motion, seconded by Ruiz, to concur and approve for payment in the amount not to exceed \$27,000.00. The motion carried by a unanimous roll call vote.
13. Building Director Charles Lazzara submitted a communication regarding the Demolition and Re-Build of 1345 S. East Avenue. Thereafter, Garcia made a motion, seconded by Lennon, to concur and approve as submitted contingent on review by the Berwyn Historic Preservation Commission. The motion carried by a voice vote.
14. The consent agenda with items K-1 through K-8 were submitted:
 1. Payroll: 4/4/2018 in the amount of \$1,194,009.89
 2. Payables: 4/10/2018 in the amount of \$2,151,153.67
 3. Handicap Parking Apace Application #1191 – 2808 S. Harvey – Approve Zone
 4. Handicap Parking Space Application #1192 – 6919 Riverside Drive – Deny
 5. Handicap Parking Space Application #1194 – 1636 S. Kenilworth – Approve Zone
 6. NBPD: North Berwyn Park District 5K Run 8/18/2018
 7. Collection and Licensing Reports for the months of February & March, 2018
 8. Building and Local Improvement Permits issued in the month of March, 2018

Thereafter, Avila made a motion, seconded by Lennon, to concur and approve the Consent Agenda as presented by omnibus vote designation. The motion carried by a voice vote.

15. There being no further business to come before the Council, Avila made the motion, seconded by Ruiz, to adjourn at the hour of 8:45 p.m. The motion carried by a voice vote.

Respectfully submitted,


Margaret Paul, City Clerk



BERWYN CITY COUNCIL
MINUTES of the COMMITTEE OF THE WHOLE
April 10, 2018

The Committee of the Whole was called to order at 7:00 p.m. The following Aldermen answered present: Lennon, Reardon, Fejt, Ruiz, and Avila. Alderman Avila made the motion, seconded by Fejt, to excuse Aldermen Santoy and Garcia. The motion passed on a voice vote. Mayor Lovero then introduced the following agenda items:

Note: Alderman Garcia arrived at 7:05 p.m.

1. **Art Mural Presentation:** Mr. Norman Alexandroff was recognized. Mr. Alexandroff gave a Power Point presentation on the importance of public art to a community. According to Mr. Aleandroff, studies indicate that public art increases foot traffic to business areas and it becomes a vehicle for neighborhood revitalization. Ms. Jennifer Mitchell was also introduced. Ms. Mitchell submitted letters in support of the project from Depot District business owners.

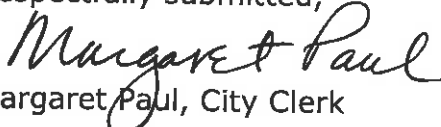
Business property owners will contract with a muralist and select the theme for the mural. Business owners will be asked to keep the mural on the exterior wall for a minimum of six months. Themes for the murals will not be political or religious.

The mural project is made possible by a grant given to the City by the West Suburban Mass Transit District Board (BNSF) for the Depot District that included funds for public art. The grant is a \$25,000 matching grant. Ms. Mitchell and group forming to curate the projects will fundraise to help the City come up with the matching amount.

Questions and discussion of the project ensued. A straw poll taken showed all Aldermen in favor of moving forward on this project.

2. **Mole de Mayo Event Status Update:** Berwyn Development Corp. Interim Director Jousef Mondragon was recognized. Mr. Mondragon stated that the totality of fees for the City to participate in the event make the event financially unfeasible this year. The BDC will form a steering committee in August to review future event participation.
3. Mayor Lovero requested a motion to go into the Closed Committee of the Whole to discuss real estate and contract negotiations. Thereafter, Avila made a motion, seconded by Lennon to go to closed session. The motion passed by a voice vote.
4. The Committee of the Whole entered the closed session at 7:40 p.m. The open session of the Committee of the Whole resumed at 7:58 p.m. Garcia then made the motion, seconded by Fejt to adjourn the Committee of the Whole
5. The Committee of the Whole was adjourned at 7:58 p.m.

Respectfully submitted,


Margaret Paul, City Clerk

The City of Berwyn
6700 W. 26th St.
708-788-2660



Scott Lennon
1st Ward Alderman

IL

A Century of Progress with Pride

April 19, 2018

Mayor Robert J. Lovero
Members of the City Council

6700 W. 26th Street
Berwyn, IL 60402

I am partnering with Youth Crossroads and Mr. Aaron Mitchell from B.A.M. (Berwyn Arts and Music) for an art project in the Depot District on Windsor and Grove avenues, "Paint the Plugs". Morton West students from Youth Crossroads will be painting the fire hydrants on Windsor Avenue from Oak Park Avenue to Home Avenue, Grove Avenue from Windsor to 34th Street on Saturday, June 16, 2018 (weather permitting). I have discussed the assistance needed from City Services with Director Robert Schiller, Chief Denis O'Halloran and Chief Michael Cimaglia regarding this project. We will be using paint approved by Public Works. All of the "artists" will have had a trip to the Fire House to understand what is to be painted and technique. Graffiti Removal will clean the plugs the week prior to make painting easier. The project will begin at approximately 9:30 a.m. and end at approximately 1:00 p.m. I invite any police officers or firemen working on this date to stop by and encourage the students on this project. I also want to thank everyone listed for their help in bringing this project to fruition. This communication is informational.

Sincerely;

Scott Lennon
Alderman, 1st Ward

CC:

Robert Schiller, Director of Public Works
Denis O'Halloran, Fire Chief
Michael Cimaglia, Police Chief



Mayor
Robert J. Lovero

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BERWYN POLICE DEPARTMENT
"Serving with Pride"



Chief of Police
Michael D. Cimaglia

Honorable Mayor Robert J. Lovero and
Members of Berwyn City Council

April 13, 2018

Re: Officer Recognition

Over the past few weeks, several members of the Berwyn Police Department have been involved in some very serious and dangerous calls. Responding to serious and dangerous calls for service is not something new for our officers, but given the current climate of increased violent incidents across the nation, I felt our officers and personnel needed to be recognized for their continued selfless acts of service, bravery and dedication to the citizens of Berwyn. There have been three recent cases involving armed and dangerous individuals and I wanted to bring our officers action to your attention. In all of the incidents the offenders were armed with firearms and made conscious attempts to flee from our officers to avoid capture. Our police officers put aside their own personal safety and showed great courage in the face of danger. During these incidents our officers maintained calm and professional while executing their duties. These incidents involved the pursuit and capture of three very violent individuals along with the recovery of firearms and narcotics. The offenders in these cases were ultimately charged with a variety of violent criminal offenses including a Class X felony.

On April 24th, 2018 I would like to have several of our Police Officers and Tele-communicators attend the Berwyn City Council meeting so together, we can recognize them for their continued hard work, dedication and service to our community. In all three cases, dangerous felony offenders were brought to justice and peace was restored to our community. If not for their outstanding display of teamwork and commitment to keeping our community safe, these dangerous individuals would not have been brought to justice. It is the type of commitment to Law Enforcement that will continue to insure the safety and wellbeing of all the Citizens of Berwyn and for those who come to visit.

I am extremely proud to serve the Citizens of Berwyn and our Community with each and every one of these fine men and women.

Sincerely,

Michael D. Cimaglia

Chief of Police

Berwyn Police Department

E-mail: Mcimaglia@ci.berwyn.il.us

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

www.berwynpolicedepartment.com

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Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police
Michael D. Cimaglia

Honorable Mayor Robert J. Lovero and
Members of Berwyn City Council

April 19, 2018

Re: Police Department Assessment

The Police Administration published a Request for Proposal (RFP) to conduct an assessment of the police department function and overall operations. The project should include three areas of concentration; 1) Targeted assessment of a single police unit, division or internal department, 2) Police department staffing study, 3) Comprehensive police department assessment.

The purpose of this project is to provide a guide to assist in the operations of the police department, by suggesting or determining, staffing levels, re-alignment of the management structure, analysis of information technology, equipment, deployment of personnel, cooperation of other agencies and the overall effectiveness and efficiency of the department. The results of this analysis will help establish goals and objectives for the department and develop a strategic plan for the next 10 years.

In total seven responses were received however only five were evaluated as two of the proposal did not comply with the requirements of the RFP or were submitted after the deadline. Costs from the compliant responses ranged from \$43,050.00 to \$295,400.00. All five of the compliant responses were reviewed and evaluated by our administrative command staff. We narrowed our focus to what we believed to be the top three proposals, checked references and engaged in conversation with prospective vendors to get a better understanding of their philosophy, the process and staff who will be involved with this project and their experiences in working on similar projects.

After our review and evaluation was completed we are all in agreement and are confident that the best proposal submitted to fit our needs and provide the necessary services we are seeking was from the Hillard-Heintze Group. We chose the Hillard-Heintze Group for several reasons:

- Recognized and reputable on a National Level and located in Chicago ;
- Employ qualified consultants who have a solid background in law enforcement;

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- They provide a detailed scope of specific concerns;
- They import ideas, and practices from Federal, State and local law enforcement agencies to present the best solutions to the problems or issues;
- They have an understanding of internal communication to reduce entrenched viewpoints, they bring different points of view to the table from different stake holders instead of just issuing a fact report;
- They have conducted assessments and evaluations for several police departments similar in size to ours with great success.

The other proposals submitted we do not feel met all of the requirements of the project, had poor reviews from previous clients, or were significantly higher in cost. There was also a concern that the focus of some of the proposals was not in line with what we are looking for in this project.

We are respectfully requesting that city council approve this request and authorize the Berwyn Police Department to engage the services of Hillard-Heintze Group, and enter in an agreement for this project pending legal review of the contract. This project has a split cost of \$97,625.00 for the Police Department Comprehensive Assessment and \$37,125.00 for the Police Department Staffing Study for a total cost of \$134,750.00. This project has been approved as a "Permissible Expense" under the U.S. Department of Justice Criminal Division, Asset Forfeiture and Money Laundering Section. Therefore this cost will not impact the police department operating budget and will be paid for with asset forfeiture funds.

Respectfully,



Michael D. Cimaglia
Chief of Police
Berwyn Police Department
E-mail: Mcimaglia@ci.berwyn.il.us

CITY OF BERWYN

PROJECT NAME: BERWYN POLICE DEPARTMENT ASSESSMENT PROJECT (*Bids due 10:00AM)

BID DATE: March 21, 2018

BID TIME: 11:00AM

DATE RECEIVED	VENDOR / ADDRESS		AMOUNT
03/16/18 @ 11:45AM	GHR (GOVHR) USA 630 DUNDEE RD, SUITE 130 NORTHBROOK, IL 60062		\$ 43,050.00
03/19/18 @ 01:42PM	WRB / JUST IN TIME MGMT SERVICES 412 S. PRINDLE AVE. ARLINGTON HEIGHTS, IL 60004		\$295,400.00
03/20/18 @ 08:51AM	MATRIX CONSULTING GROUP 101 SOUTHPOINTE DRIVE, SUITE E EDWARDSVILLE, IL 62025		\$ 59,000.00
03/20/18 @ 08:51AM	HILLARD HEINTZE 30 SOUTH WACKER DR, SUITE 1400 CHICAGO, IL 60606		\$ 97,625.00 \$ 37, 125.00
03/21/18 @ 09:08AM	NORTHWESTERN CENTER FOR PUBLIC SAFETY 1801 MAPLE AVE. EVANSTON, IL 60208		\$137,000.00
03/20/18 @ 11:30AM (Del to PD)	MCGRATH CONSULTING GROUP P. O. BOX 190 WONDERLAKE, IL 60097	Did not review as not compliant with RFP instructions	\$ 46,846.00
	A 7 th Proposal was received after the deadline and was also delivered to the police department. That proposal was not opened.		



CITY OF BERWYN POLICE DEPARTMENT

**Response to Request for Proposals
for Police Department Assessment**

DUNS Number: 187415299

March 21, 2018



Protecting What Matters®



March 21, 2018

Thomas O'Halloran, Division Commander
Berwyn Police Department
6401 W. 31st Street
Berwyn, Illinois 60402

Dear Lt. O'Halloran:

Thank you for the opportunity to submit a response to your Request for Proposals (RFP) demonstrating how Hillard Heintze can support the City of Berwyn Police Department (BPD) by providing a comprehensive assessment of the department's investigative, operational, administrative, technical and organizational policies, practices and performance. We understand the importance of the overall process of self-examination that will provide transparency to the community and other stakeholders to enhance public trust.

Hillard Heintze is one of the leading law enforcement and public safety consulting firms in the United States. We help public safety organizations — as well as state, city and local leaders — protect people, performance, interests and reputations by delivering advisory services that provide insight, deliver assurance and instill confidence.

Our team has decades of experience assessing police departments, federal law enforcement agencies and other public and private institutions. We will provide an exceptional team that will provide all the required services outlined in the RFP.

As evidence of our capabilities, Hillard Heintze was chosen by the Department of Justice (DOJ) to be the sole service provider for the DOJ COPS Office Collaborative Reform Initiative for Technical Assistance (CRI-TA). Through CRI-TA, we assist law enforcement agencies across the country with internal review and reform to aid them in delivering professional, ethical, community-focused and culturally sensitive policing.

We know that professional policing must be driven through transparency and community trust, and the way forward is to ensure that practices and policies in a law enforcement agency not only comport with building that trust, but also guide supervision and internal accountability. As your trusted independent advisor in this matter, we will help you continue to build that trust by serving the City of Berwyn and your diverse communities with integrity and distinction.

Sincerely,
HILLARD HEINTZE LLC

A handwritten signature in black ink that reads "Arnette Heintze".

Arnette Heintze
Chief Executive Officer



OUR UNDERSTANDING OF YOUR NEEDS

We recognize the City of Berwyn and the Berwyn Police Department (BPD) are seeking a strategic review of the department with an eye on the future. We routinely work with federal, county and local governments on organizational transformation, strategic planning and constitutional policing issues, such as eliminating unconstitutional policing practices including unnecessary use of force; and unlawful stop, search and seizure. We are dedicated to helping client agencies improve community policing at all levels to increase trust between law enforcement and the communities they serve, through appropriate organizational and service delivery configuration.

We understand your primary goal is to conduct an overall assessment of the BPD's efficiency, accountability and staffing. We are well positioned to help inform your drive for organizational transformation. We have seen the positive impact that results for the law enforcement agencies and communities served. Our purpose is to help BPD reach these goals:

1. Provide a targeted, in-depth assessment for one specific division.
2. Review and assess current staffing levels and assignments.
3. Conduct a comprehensive police department assessment of BPD's key investigative, operational, administrative, technical and organizational policies, practices and performance.
4. Review and assess all the factors listed in Section D of the solicitation, including findings and recommendations in a formal report.

OUR APPROACH TO MEET YOUR NEEDS

Hillard Heintze has used the model of comparative analysis – a national best practice – in its evaluation of police departments since 2010, with a specific focus on sustainable, long-term programmatic improvements.

The Hillard Heintze team is currently using the Police Executive Research Foundation (PERF) guiding principles, and the experience of our team, to structure our assessment, recommendation and implementation activities in five major cities and several other municipalities across the country. We see the guidance outlined in these reports, as well as their tenets, as critical to effective policing.

To meet Berwyn's goals, we propose to conduct an in-depth review of one division as part of the overall comprehensive assessment, in addition to the staffing study. We believe the initial observations and analysis of the comprehensive assessment will determine which unit requires the most attention; we will then focus the in-depth review on that specific area.

INDEPENDENCE AND TRANSPARENCY

Hillard Heintze has a proven record of providing unbiased, truthful assessments to our clients.

Our reputation rests on a foundation of trust.



ABOUT HILLARD HEINTZE

Hillard Heintze is one of this nation’s leading law enforcement and public safety consulting firms specializing in independent ethics, integrity and oversight services - with a special focus on federal, state and local law enforcement agencies including police departments and sheriff’s offices. We provide independent assessments and internal investigation support, produce insightful and accurate reports, facilitate implementation, monitor progress and assist in the development of final reports that detail improvements for public release.

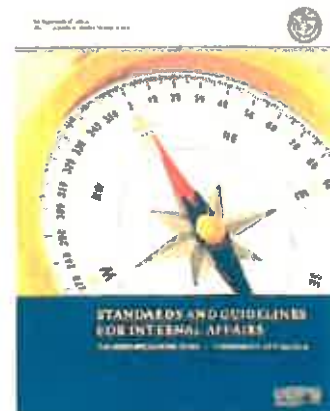
National Law Enforcement Experience at a Best-Practice Level

- o Currently under contract with the U.S. Department of Justice Office of Community Oriented Policing Services (COPS Office) Collaborative Reform Initiative for Technical Assistance (CRI-TA) Program to work with law enforcement agencies to institute **collaborative reform through constitutional policing** in large cities like San Francisco, Memphis and Milwaukee, and smaller agencies like Ft. Pierce, Florida and Commerce City, Colorado.
- o Planned, directed and delivered dozens of police department assessments and analyses for police departments, including **internal affairs assessments and case management reviews**, ranging in size and complexity from Denver and Boulder, Colorado to Tustin, California, with a focus on leadership, management, accountability, policy, procedures and actual practices as related to national best practices in policing and investigations.
- o Authored multiple national-level research and analysis publications and reports on police department operations, including analyses of investigation practices, **complaint management optimization**, interview policies and organization.
- o As part of an overall assessment, provided the Denver Sheriff Department (DSD) with a comprehensive review of DSD's Internal Affairs Bureau and Civil Liabilities Unit (IAB), including guidelines and practices, investigative criteria, operational efficiency and transparency.

**AN AUTHORITY ON
POLICE ACCOUNTABILITY**

Hillard Heintze's Chief Legal Officer Debra Kirby served on the project team that developed the current standard on police accountability.

Debra co-authored the COPS Office's *Standards and Guidelines for Internal Affairs*.





OUR APPROACH TO MEET YOUR SPECIFIC REQUIREMENTS

Hillard Heintze has used the model of comparative analysis to identify national best practices in its evaluation of public safety agencies since 2010, with a specific focus on assisting the police services units in public safety agencies achieve sustainable long-term improvements and reforms. As a team of seasoned and objective experts, we have developed a systematic approach to our detailed assessments of policing and public safety operations, one that we can apply at the departmental, divisional, functional or special initiative level. **The following six factors are essential to the highly successful outcome of any comprehensive police department assessment.**

- 1. Independent and Objective Analysis** – Because we provide a neutral and independent senior executive-level perspective, we can (1) avoid some, if not all, of the political implications, departmental intrigue and natural resistance to internal assessments, (2) bring a “fresh” outlook to issues, some of which may have escaped resolution over long periods of time and (3) frame our analyses, insights and recommendations in terms of best practices currently being developed in leading police departments around the nation.
- 2. Solicitation of Multiple Perspectives and Viewpoints** – Longstanding issues in any organization are often hard to solve internally because viewpoints become entrenched and it becomes difficult for even well-meaning decision-makers and influencers to (1) continually and creatively view challenges from multiple perspectives and, most importantly, (2) build the consensus that sometimes, though by no means always, can remove obstacles.
- 3. An Acute Focus on Collaboration and Partnership** – Individually and as a team, we are widely recognized within the policing, public safety, law enforcement, security and emergency preparedness communities as true partners. We have an institutionally instilled understanding that the best, fastest and most enduring outcomes are achieved through the alignment, coordination and timely sharing of ideas, information and insights, both internally and externally, across all mission-enabling functions, departments and external groups.
- 4. A Structured and Highly-Disciplined Engagement Approach** – Our planning and project management approach to complex and large-scale city police department assessments – as well as those for small to mid-size cities – is carefully designed to maximize efficiency, establish accountability, delegate responsibility and coordinate all Hillard Heintze and client resources in order to meet our three key service objectives: (1) exceptional quality standards; (2) disciplined cost controls; and (3) engagement deadlines that are met on time.
- 5. An Information-Driven, Decision-Making Mindset** – Using information, technology and analytics to identify problem areas is an effective, modern policing model that helps police executives reduce and manage risks, especially those risks focused on crime reduction, police accountability and budget cutbacks. By using information to identify problems, scarce resources can be distributed effectively and a preventative approach can be deployed.
- 6. Clear and Open Lines of Communications** – At the heart of real collaboration is timely, constant and effective communication. Throughout any assessment, we communicate with our clients' project owners immediately whenever significant findings are uncovered. As the full scope of the assessment findings emerge, we work closely with you and your team to capture your feedback, validate key information and both discuss and finalize our recommendations with you before the final report is published.



Three Key Drivers

Our approach to the study of police departments rests on three key elements.

1. We carefully examine data. We believe it is critical to look at information on every service unit. We examine data regarding citizen-initiated calls for service, department-initiated activities and administrative activities. We look closely at geographic and temporal allocation, and examine work schedules to test how they affect staffing.
2. We place great emphasis on using performance objectives in staffing. It is a relatively straightforward process to build a staffing model based on calls for service, but most communities want police personnel to do more than simply answer calls for service or investigate crime. Our staffing model will reflect community expectations on the use of discretionary time, so as to permit the agency to meet its goals in proactive patrol and investigative strategies.
3. Finally, our approach includes a great deal of discussion with the people doing the work. While we can learn a lot from looking at data, it is critical to understand the department's members and how they view their job. We do this through staff interviews, focus groups and ride-alongs.

Questions We Will Ask and Help You Answer

Our organizational assessment of BPD's staffing will examine a number of key questions including:

- Are the command roles and responsibilities appropriately defined and aligned to ensure the right person is doing the right job in support of critical public safety needs?
- Is the patrol division staffed and organized to perform their core mission?
- Do the agency structures support concepts of unity of command and span of control?
- Are lines of authority and responsibility well defined?
- Is authority temporally or spatially focused? Do senior managers have sufficient authority and accountability?
- What is the mix of sworn and non-sworn positions? Are sworn personnel occupying positions that could be performed more efficiently or effectively by non-sworn personnel? Is the right person doing the right job?

The Crucial Drivers

At the heart of excellence in conducting assessments is not – unlike some experts claim – the quality of the methodology, no matter how proven, comprehensive and best practice-based it may be.

Instead, it's the ability of the assessment team to align key elements of the methodology and best practices to the unique needs and requirements of the organization.



- Are shared services fully exploited to enhance efficiency and effectiveness? Are the organizational resources directed towards delivery of public safety services rather than redundant administrative functions?

Police Resource Allocation and Deployment

Staffing police patrol operations is a complex and daunting task. Almost every law enforcement executive thinks that their agency could do more if they had additional resources, but in most communities, there are real budget limitations in the public safety program. Therefore, it is essential resources be used as efficiently and effectively as possible. There are a number of reasons why police agencies struggle under both perceived and real resource shortages. These include the following:

- Many police organizations place a strong emphasis on response time, even when the majority of calls do not require rapid response. This emphasis leads to situations in which all or most officers are assigned to calls, and may be unavailable when more serious calls require response. Moreover, when officers believe that their principal function is to respond quickly to calls for service, they tend to use their unobligated time for waiting service calls rather than seeking out officer-initiated activities.
- Police agencies often place too much emphasis on staffing benchmarks that do not support local service requirements. Many communities, for example, use data provided by the FBI that allows them to estimate the number of police officers required based on population. These rates are informative, but can be problematic because there is tremendous variation by region and very little relationship between the officer-to-population ratio and agency performance.
- Many agencies have developed minimum staffing levels for patrol that define the number of officers that must be on the street at any given time. Minimum staffing levels are becoming much more common. In many cases, the minimum staffing level is not workload-based, but based on measures like officer safety or desired levels of police visibility. In some cases, the minimum levels are set so high there are not enough officers in the agency to ensure the minimum levels are routinely met. As a result, officers are regularly "hired back" on overtime to fill these positions. Ironically, the inability to routinely reach the "minimum" level tends to reinforce the notion that the department is understaffed.
- Police staffing (like police budgets) tend to be largely incremental in nature. It is common for departments to evaluate staffing in terms of some previously defined benchmark. For example, we often hear members say that the "department is 10 officers below authorized strength," or the "size of the traffic division has not changed in 10 years." These statements tend to suggest the department is understaffed when, in fact, they may not accurately reflect the reality of the situation.

Key Steps and Processes

Our approach to assessing staffing is grounded in data analysis and observations and will involve the following:

- Requesting, receiving and reviewing all policing and public safety-related documentation relevant to the approved scope of the project and available to assessors.
- Work with the BPD to collect all relevant data and information to perform statistical and workload analysis.



- Developing an understanding of the patrol division's mission, vision and values, as well as its history, organizational model and cultural environment.
- Assessments based on our preliminary interviews and review of the police department's written policies and procedures, as well as conducting in-depth follow-up interviews of key personnel, such as the Police Chief, the Deputy Chiefs, the patrol commanders, supervisors, in addition to elected officials, the business community and the general public, if appropriate.
- Undertaking site-specific inspections of the department's patrol operations, assets and activities, including ride-alongs and conducting interviews of patrol officers, detectives and other department personnel, both sworn and non-sworn.
 - Gathering all additional information, data, observations and insights from both internal and external sources to gain a truly 360-degree understanding of the department.
 - Collaborating in analyzing, discussing and integrating the results of the review process.
 - Finally, presenting the data and findings back to the department in a way it is easily understood, operationalized and implemented.

Police Staffing Methodology – Driven by Data

1. Examining the distribution of citizen-generated calls for service by hour of day, day of week and month. Calls for service can differ by hour of the day, day of the week and month of the year. Peak call times can also differ by geographic command. Knowing when peak call times occur can help agencies determine when to have their highest levels of staff on duty.
2. Examining the nature of calls. Reviewing the nature of calls can help in better understanding the work officers are doing. Types of police work required can vary by area within a single jurisdiction, which could require agencies to staff differing areas accordingly.
3. Estimating time consumed on calls for service. Determining how long a call takes, from initial response to final paper work, is key to determining the number of officers per shift.
4. Calculation of a shift-relief factor. The shift-relief factor shows the relationship between the maximum number of days that an officer can actually work. Knowing the relief factor is necessary for estimating the number of officers that should be assigned to a shift in order to ensure that the appropriate number is working each day.
5. Establishing performance objectives. This encompasses determining what fraction of an officer's shift should be devoted to citizen-generated calls for service and what portion to other activities. For example, an agency might build a staffing model in which officers spend 50 percent of their shift on citizen-generated calls and 50 percent on policing activities.
6. Providing staffing estimates. Staffing needs will, as noted earlier, vary by time of day, day of week, and month of year, among other variables – including the unique needs of the community. These numbers may also vary by the type of calls – and the time and officers they require – in each shift. For example, an agency may assign two officers to each unit in its evening shift, affecting the number of officers needed for units to respond to calls. These baseline estimates are also able to factor future need, as dependent upon the nature and goals for community growth.

Upon completion of our analysis of BPD staffing of police patrol operations, we will also compare the staffing analysis to your current work schedules to evaluate scheduling practices.



PROJECT STAGES AND TIMING

During each stage of this engagement, a highly experienced team of support personnel will assist Hillard Heintze team leaders. This broader administrative and investigative group will include individual support staff, as well as Hillard Heintze subject matter experts as a whole, undertaking key tasks such as assessment activities; gathering and sharing information; researching key issues as necessary; coordinating with the department's personnel; and, streamlining the reporting process.

Stage I – Kick-Off Meeting, Validation, Scoping, and Goal-Setting (Week 1)

1. Conduct a Project Kick-Off meeting with key stakeholders;
2. Develop an understanding of the department's mission, vision and values, as well as BPD's history, organization and cultural environment; and,
3. Request all available policing, public safety-related documentation and staffing data needed to initiate the analysis relevant to the approved scope of the project.

Stage II – Strategic and Comprehensive Assessment Activities and Milestones (Weeks 2 to 10)

1. Undertake site-specific inspections of the BPD's patrol and investigations operations, assets and activities, including ride-alongs with patrol officers, interviewing investigators and interacting with command staff.
2. Review and assess upper-level command to determine appropriate role, scope and functionality in delivering operational and administrative services.
3. Review and assess current patrol, command and supervisory assignments for span of control and unity of command purposes as measured against the objectives of the BPD.
4. Review and assess current patrol assignments for effective staffing and overtime utilization.
5. Receive and review staffing documentation and data, requesting any additional data required.
6. Conduct the analysis as previously outlined in our methodology for patrol staffing.
7. Review and assess current investigative, command and supervisory assignments for span of control and unity of command purposes, measured against the objectives of the department.
8. Review and assess BPD's use of data collection and information sharing. Significant to any law enforcement agency is the ability to intake, analyze, validate and disseminate data. Use of such data, and how it is captured, maintained and utilized for informed management decisions regarding resourcing and staffing we will be reported in our findings and recommendations.



Stage III - Discussion of Preliminary Findings and Development of an Action Plan (Week 12)

1. Hillard Heintze will schedule a meeting with the identified stakeholders you deem appropriate to present a final draft of the preliminary Organizational Assessment and Staffing Study Report, including all key findings, recommendations and high-level proposed strategies, as well as tactics for discussion and review by a panel of key personnel determined by the BPD review, discussion and feedback.
2. Based on input from this meeting, we will conclude by delivering a final independent staffing assessment report to the City of Berwyn that explains the process undertaken, details of our findings, recommendations and outlines a strategic action plan for implementation of the recommendations, and monitoring their effectiveness into the future.
3. Present the final report and key findings to designated City of Berwyn stakeholders.

WORK PLAN

Hillard Heintze will create and implement a work plan that provides a roadmap for how the team will conduct the project. However, conditions on the ground — combined with emerging intelligence gained throughout the process — will play a major role in how the assessment is conducted and monitored. The team will employ rigorous mixed methodologies, where applicable and feasible, including the analysis of various types of quantitative data as well as qualitative analysis.

Our team will ultimately rely on a collection of qualitative data, including observational and interview-based information, which will be analyzed and evaluated to make the best possible assessment.

Hillard Heintze Public Reports

Hillard Heintze is proud of the services we provide for our clients. To view electronic copies of any of our published public reports, please click here:

<https://www.hillardheintze.com/law-enforcement-consulting/>



THE HILLARD HEINTZE TEAM - QUALIFICATIONS AND EXPERIENCE

Governance and Oversight: An Acute Focus on Quality



Arnette F. Heintze, Chief Executive Officer

Arnette has transformed a small, high-performing cadre of senior experts into a globally-recognized security risk management and investigations firm. Under Arnette's leadership, the expanding Hillard Heintze team is systematically setting new best practices in security and investigations across the country and, in many cases, worldwide. Based on nearly three decades of experience working at the highest levels of federal, state and local law enforcement, Arnette has an exceptionally strategic perspective on security. As a U.S. Secret Service Special Agent and a senior agency executive, Arnette planned, designed and implemented successful security strategies for U.S. Presidents, world leaders and the protection of the nation's most critical assets.



Kenneth A. Bouche, Chief Operating Officer

Ken Bouche has established a career as an executive leader and senior advisor at the forefront of applying best practices to the highly specialized-needs of the law enforcement, homeland security and justice communities. Bouche dedicated 23 years to the Illinois State Police (ISP) where he rose through the ranks in Operations. As Colonel and CIO, he was responsible for modernizing the agency's technology functions. He served as Interim Chief of Police in Schaumburg, Illinois for one year following Hillard Heintze's assessment of the village's police department, which he led. He has conducted workforce assessments for the ISP, Schaumburg Police Department, Denver Sheriff Department and Metra Police Department, among others.

Project Lead: Ensuring Excellence in Delivery



Robert L. Davis, Senior Vice President, Law Enforcement Consulting

Robert Davis is a highly regarded and innovative national leader in policing and public safety. Davis served in a variety of capacities during his 30-year career with the San Jose Police Department, including as the Chief of Police for seven years. During his time as chief, Davis also served as the President of the Major Cities Chiefs Association. He provided consulting services for the U.S. State Department, traveling on numerous occasions to Central and South America to provide training in community policing methods addressing gang prevention, intervention and suppression. Since retiring from San Jose, Davis has been involved in numerous assessments of police departments across the nation. He also has over 4,000 hours of experience delivering law enforcement training throughout California.



Subject-Matter Experts: Delivering the Goods



Robert Boehmer, Esq., Vice President, Law Enforcement Consulting

Robert Boehmer is an experienced facilitator, trainer and public speaker, with expertise in collaborative problem solving, community policing, partnership development and information sharing. For the past several years, he has been facilitating sessions for the Department of Homeland Security's Building Communities of Trust Initiative, focusing on developing trust among law enforcement, fusion centers and the communities they serve.



Christi L. Gullion, Vice President, Law Enforcement Consulting

Christi Gullion is a highly accomplished expert in police monitoring; oversight and reform; and the introduction of strategic internal and external risk management practices to public and private sector organizations. Recently, she completed the assessments and collaborative reform initiatives for the Denver Sheriff Department, City of Baltimore and City of Calexico. Christi is actively engaged in collaborative reform in Milwaukee, providing subject-matter expertise in use of force, accountability and early intervention system analysis. Her experiences have made her an expert at assessing culture in law enforcement agencies.



Carl Dobrich, Senior Director, Law Enforcement Consulting

With over 30 years of experience and expertise in combating organized criminal enterprises, leading major homicide investigations and serving as a public safety administrator, Carl has a proven track record of delivering professional law enforcement services to government partners, as well as the private sector. Carl had a 25-year career in the Illinois State Police (ISP) culminating in serving as the Captain - Zone Commander, where he managed over 80 investigators and was responsible for state police investigations across nine counties.



Shirley R. Colvin, Senior Investigator, Law Enforcement Consulting

Shirley Colvin is a highly experienced investigator who retired from the Chicago Police Department (CPD) in April 2015 with an exemplary record of service, commitment and achievement within the law enforcement community. As evidenced in her 25-year career with the CPD, her mission - both personal and professional - has been improving and bridging the gaps in relationships between law enforcement agencies and the communities they serve.



Jeffrey J. Prior, Subject-Matter Expert

Mr. Prior is an adjunct professor at the School of Police Staff and Command (Northwestern University Center for Public Safety) specializing in Resource Analysis and Resource Deployment. He consults with law enforcement agencies on various aspects of staffing and work force issues, including the Northbrook Police Department and the Elk Grove City Police Department. He retired from the Elk Grove Police Department as a sergeant.



PRICING

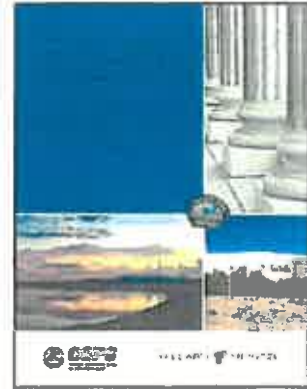
As stated in our approach to completing the project, we propose to conduct the targeted, in-depth review of one division as part of the overall comprehensive assessment, in addition to the staffing study. We believe the initial observations and analysis of the comprehensive assessment will drive which unit requires the most attention; we will then focus the in-depth review on that specific area. As such, we have priced the targeted assessment of one unit into the comprehensive assessment as one deliverable.

A Comprehensive Organizational Assessment of the Berwyn Police Department	
ITEMIZED COST SCHEDULE	
Critical Task and Assessment Component	Project-Based Fee
A - Targeted Assessment of Single Police Unit	Included with C + D
B - Police Department Staffing Study	\$37,125
C + D - Comprehensive Police Department Assessment, with Targeted Assessment of Single Police Unit and Additional Factors for the Entire Police Department Review	\$97,625
Consistent with standard consulting industry practice, Hillard Heintze bills reimbursable expenses as incurred, with no markup.	



PAST PERFORMANCE OF SIMILAR SERVICES

U.S. Department of Justice COPS Office CRI-TA Program: In 2014, Hillard Heintze was selected as a grantee for the CRI-TA program and successfully engaged in collaborative reform in Baltimore and Calexico. Based largely on our early success, in September 2015 Hillard Heintze was named as the **single technical assistance provider** for the CRI-TA Program to work with law enforcement agencies to institute collaborative reform in keeping with the Final Report of the President's Task Force on 21st Century Policing. The Hillard Heintze approach is designed to provide a collaborative process that works with the agency and its government and community stakeholders – both advocates and adversaries – to identify practices working to foster community relations and effective constitutional policing, as well as those policies and practices that tend to erode, undermine or be counter to best practices in community policing.



Hillard Heintze received high ratings from the DOJ Contracting Officer for our work, including two ratings of 'Exceptional' for our project manager. These assessments are available from the federal Contractor Performance Assessment Reporting System (CPARS).

Baltimore Police Department: During the course of this engagement, Hillard Heintze worked with BPD on the subjects of citizen complaint processing, community policing, use of force policy and training. Hillard Heintze helped BPD identify citizen complaint practices that don't respect the tenets of constitutional policing, and potentially violate civil rights of members of the community.

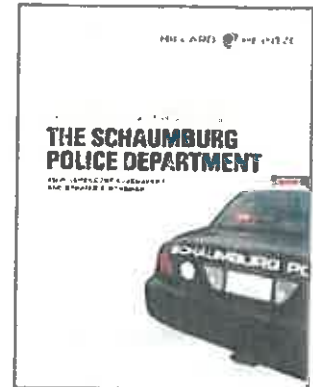
Calexico Police Department: Hillard Heintze reviewed and assessed all of CPD's written internal affairs policies, procedures and practices surrounding the intake and investigation of misconduct complaints, particularly with respect to internal affairs training, citizen access and interaction, investigative process, disciplinary review process, outcomes, reporting and transparency.

Milwaukee Police Department: In the course of the assessment, Hillard Heintze evaluated matters of supervision, accountability, organizational learning, remediation and discipline in the MPD, including the complaint process and the MPD's Early Intervention Program (EIP), including qualitative and quantitative reviews of complaint files, complaint data analysis, as well as EIP alert notifications and interventions.

San Francisco Police Department: Hillard Heintze reviewed the SFPD's policies and procedures related to the intake, investigation and disposition of complaints, as well as the interconnected policies and procedures of the Police Commission and the Office of Citizen Complaints. Team members reviewed the SFPD's policies and procedures related to its EIP and officer misconduct, in addition to directives regarding professional behavior for assessing transparency of policies and practices, fairness and impartiality. The team also conducted qualitative reviews of SFPD complaint investigation files for 2013, 2014 and 2015. The team assessed overall investigative quality of these files using a random sampling methodology with comparison to good practice benchmarks.



Schaumburg Police Department – Village of Schaumburg, Illinois: The Village of Schaumburg engaged Hillard Heintze to conduct a sweeping independent review of its police department in the wake of criminal charges filed against three officers accused of stealing from drug dealers and selling narcotics. After the resignation of the department’s police chief, a senior Hillard Heintze executive served as the Interim Police Chief. The Hillard Heintze team made 50 recommendations - all of which were adopted by the department, which is well on its way to transforming its culture and relationship with the community it serves. Hillard Heintze continues to provide citizen complaint investigations for SPD on a case-by-case basis through an ongoing contract with the village, providing investigative support to complaints against the department and conducting internal affairs cases.



King County Sheriff’s Office – King County Auditor’s Office, King County, Washington: King County, Washington, with the City of Seattle as its county seat, is the 14th-most-populous county in the nation. The King County Auditor’s Office engaged Hillard Heintze to provide assistance with an internal audit of the King County Sheriff’s Department’s internal affairs operations and its relationship with the county’s newly formed Office of Law Enforcement Oversight. We examined the current environment with a focus on comparing and contrasting KCSO’s practices with standards, techniques and methodologies in use by similar law enforcement agencies, to ensure that best practices are being implemented and followed.



Riverside Police Department – City of Riverside, California: The City of Riverside commissioned Hillard Heintze to evaluate the following: (1) employee discipline and internal affairs; (2) criminal case review and case management; (3) use of data, including data-driven policing, crime statistics and crime analysis; (4) use of technology and communications systems; (5) staffing and deployment; and (6) financial expenditures over the fiscal years ending June 30 in 2014, 2015 and 2016. The audit included case reviews at specific intervals throughout the lifecycle of the case to ensure all leads were exhausted or addressed, and necessary investigative actions accomplished. The team provided guidance on the effectiveness of the systems and controls in place and, where appropriate, identified opportunities for prioritizing case workload and accurately assessing the time requirements to thoroughly conduct cases, or determine timeframes required to perform investigative responsibilities.

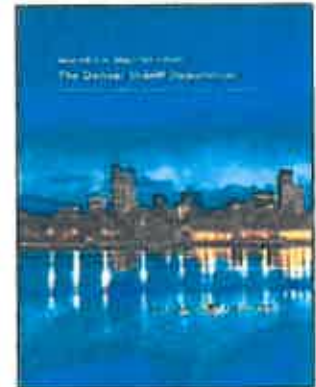




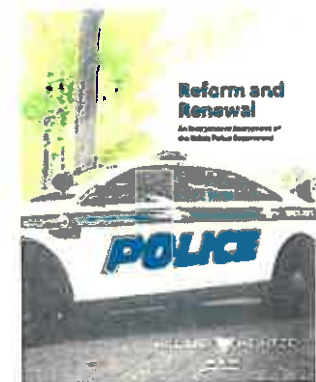
Boulder Police Department – City of Boulder, Colorado: Hillard Heintze completed a comprehensive, objective and independent review of select areas of the Boulder Police Department's operations. Specifically, we analyzed and reviewed data on stops, arrests and summons, and conducted an evaluation of the Police Professional Standards Review Panel (PSRP). We identified 16 key findings, ranging from deficiencies in the capture, availability and use of stop-related data, to validation of complaint-related processes and protocols. These findings were based on our review of data and interviews with police command, officers, city and court personnel and community stakeholders. The rest were from our review of the PSRP investigative process, as well as information received during interviews with internal and external stakeholders.



Denver Sheriff Department – City and County of Denver, Colorado: Hillard Heintze completed a comprehensive, eight-month operational and organizational assessment of the department, and served as special advisor to the City and County of Denver in the monitoring and implementation of proposed recommendations for the DSD, Internal Affairs and Denver Detention Center. The report covered 270 recommendations for corrective action in over 70 pages of findings. Hillard Heintze was retained by Denver for technical assistance to monitor progress during implementation.



Beloit Police Department – City of Beloit, Wisconsin: Hillard Heintze conducted a comprehensive assessment of the BPD at the request of the City of Beloit. This included a systematic review of existing policies, procedures and practices across the full spectrum of Department operations, including in-depth review and analysis of the department's internal affairs process. The team examined workload, key processes and reviewed case files for consistency and accuracy. Hillard Heintze provided the city and department with a written Independent Assessment Report, and provided the community with a strategic roadmap for future success. Following the assessment, Hillard Heintze guided the City of Beloit through the implementation of recommendations by providing advisory services.





REFERENCES

Schaumburg Police Department - Schaumburg, Illinois

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weidemanm@bouldercolorado.gov



THE HILLARD HEINTZE PROJECT MANAGEMENT METHODOLOGY

ISO/IEC 27001:2013 Certified

In May 2017, Hillard Heintze achieved BSI certification for **ISO/IEC 27001:2013 Information Security Management Systems**. This highly coveted certification helps differentiate our services in the markets we serve, even from much larger firms. "According to the most recent ISO survey," said the Managing Partner of the compliance provider who supported our multi-month pre-assessment planning, "as of the end of 2015 only 1,247 companies in the United States had achieved ISO/IEC 27001:2013. Hillard Heintze is, to our knowledge, one of the first, if not the first, security professional services company to obtain this certification."



On time. On budget. On point.

As the **trusted law enforcement, security and investigative advisor** for clients ranging from Fortune 100 global industry leaders to major U.S. Government agencies, Hillard Heintze believes that one of the most critical keys to a successful project – regardless of size, scope or complexity – is (1) a robust, holistic **project management philosophy** backed by (2) a detail-oriented, process-driven **quality management program**. Regardless of the size of the project, our project managers and subject-matter experts leverage our proven practices and protocols to provide integration management from kickoff to delivery, every project, every time. On each project, we strive for unwavering consistency and compliance with the **Project Management Institute's Project Management Body of Knowledge (PMBOK®)** guidelines and the **International Organization for Standards ISO 9001:2015 Quality Management System**.

As our client, what does this mean for you?

- Highly accountable management organization
- Disciplined and proven management processes
- Well-defined scopes of work
- Consistent and accurate cost estimates and budgets
- Detailed and reliable scheduling
- Clearly established lines of communication
- Continuous risk identification and mitigation
- Agile ability to manage change
- Continuous quality control based on well-defined criteria
- On-time deliverables



Arnette F. Heintze, Chief Executive Officer and Co-Founder



As Hillard Heintze's co-founder and Chief Executive Officer, Arnette Heintze has transformed a small, high-performing cadre of senior experts into a globally recognized strategic security and investigations firm. Under his leadership, Hillard Heintze has emerged today as one of the fastest-growing private companies in the United States. For three years in a row, it has been ranked on the annual Inc. 500/5000 list. In 2010, the Initiative for a Competitive Inner Cities extended the firm its annual award for the fastest-growing inner city firm in the U.S., naming Hillard Heintze #6 in the nation and #1 in Chicago. Under Arnette's direction, the expanding Hillard Heintze team is systematically setting new best practices in security and investigations across the board.

Based on nearly three decades of experience working at the highest levels of federal, state and local law enforcement, Arnette has an exceptionally strategic perspective on security and emergency preparedness. As a U.S. Secret Service Special Agent and a senior agency executive, Arnette planned, designed and implemented successful security strategies for U.S. Presidents, world leaders, events of national significance and the protection of the nation's most critically sensitive assets. In 1990, Arnette was part of the Presidential Protective Division, where he served more than four years on the permanent detail protecting President and First Lady Bush, and President and First Lady Clinton. In Washington, D.C., Arnette also coordinated the 160 foreign embassies in the city and acted as the Secret Service spokesperson and agent in charge of the Public Affairs Office, where he also led the crisis communication team during some of the nation's most trying times. In April 2000, Arnette's strategic leadership qualifications led to his appointment as a member of the Senior Executive Service and his selection as the Special Agent in Charge of the Secret Service's Chicago field office.

In 1998, Arnette earned the honor of being chosen as the Treasury Department's representative to attend the National War College, an elite program for select military officers and ranking federal civilians, where he earned a Master of Science degree in national security strategy. The National War College provides its graduates with the superior training, decision-making skills and strategic capabilities necessary for leadership in national security policy, foreign policy, defense policy, military strategy, force employment and joint operations. Upon his retirement from public service, Arnette served as the CSO for PepsiCo Beverages and Foods.

Arnette has received numerous awards and recognition for superior performance, dedicated service and heroic actions, including the U.S. Secret Service Valor Award – the agency's highest. This was bestowed on Arnette for courageous action and heroism he exhibited in a 1983 shooting and hostage incident in Baton Rouge, Louisiana. Arnette was Board Certified in Security Management in 2001 and attained the coveted Certified Protection Professional (CPP) Designation as awarded by ASIS International. He is an active member of the International Association of Chiefs of Police, the Illinois Association of Chiefs of Police, the National War College Alumni Association, the Association of Former Agents of the United States Secret Service and the American Society for Industrial Security.



Kenneth A. Bouche, Chief Operating Officer



Over nearly three decades, Ken Bouche has established a career as an executive leader and senior advisor at the forefront of applying best practices in management, government, technology, information sharing, intelligence and emergency preparedness to the highly specialized needs of the law enforcement, homeland security and justice communities.

As Hillard Heintze's Chief Operating Officer, Ken oversees the day-to-day activities of the firm and the alignment of its resources, expertise and capabilities with the evolving needs of clients. He leads the firm in several areas: (1) implementing best practices in management, leadership, strategy and planning with corporate and government clients; (2) helping the firm's commercial clients align their security, emergency preparedness and investigative programs with their business strategies; and (3) helping government clients understand and embrace strategic information-sharing opportunities to advance their missions, prevent crime and counter the risks of terrorism.

Ken also provides executive oversight of the firm's law enforcement consulting practice, which is responsible for independent assessments of police department operations; constitutional policing audits and biased-based assessments; development and application of crime-reduction strategies; collaboration, community partnerships and information-sharing; and community-oriented policing strategies. In 2013, as an extension of Hillard Heintze's assignment by the board of Schaumburg, Illinois to help transform its policing function, he served as Schaumburg's Interim Police Chief. In this capacity, he initiated and led the implementation of best practices, ranging from a complete restructuring to embrace community-oriented policing, to working with other agencies, corporations and businesses for implementing active shooter planning and programs.

Ken has great depth in the justice and homeland security space having served as a member the IJIS Institute's Board of Directors from 2009 to 2013. From 2001 to 2006, Ken chaired the Global Justice Information Sharing Initiative. He served as a national leader in improving America's information-sharing capacity and implementing post 9/11 intelligence reforms.

Ken dedicated 23 years to the Illinois State Police where, as Colonel and CIO, he was responsible for modernizing and standardizing the agency's technology functions. He oversaw the delivery of critical real-time information to over 1,000 police agencies and 40,000 police and justice end-users on a 24-hour basis. Ken also served as a Major/Commander responsible for advancing innovation and effectiveness in patrol, community policing, criminal investigations and specialty functions, such as South Suburban Major Crimes Unit, the Public Integrity Unit and the Tactical Response Team. Ken began his career in the Air Force as a member of the Military Police. He holds a Master of Public Administration from the University of Illinois at Chicago and a Bachelor of Arts from Northeastern Illinois University. Ken volunteers his time to select organizations, including the Illinois State Police Heritage Foundation Memorial Park.



Rob Davis, Senior Vice President, Law Enforcement Consulting



Rob Davis is a highly regarded and innovative national leader and expert in policing and public safety, with a special emphasis on ethics and integrity programs, as well as issues ranging from use of force policy to active shooter planning. Since joining Hillard Heintze, Rob has led the firm's Law Enforcement Consulting practice. This responsibility ranges from serving as a strategic advisor on a high-level engagement Hillard Heintze conducted in partnership with DHS's Homeland Security Studies and Analysis Institute to evaluate integrity and counter-corruption programs within U.S. Customs and Border Protection; to advancing the firm's on-the-ground support; to working with collaborative reform for a growing list of cities across the United States.

Innovation has been the cornerstone of his career in policing and public safety. A 30-year veteran of the San Jose Police Department in California, Rob rose from patrol officer to Chief of Police of the 10-largest city in the nation (2004-2010). He gained recognition for his progressive use of technology, sensitivity to the diversity of the citizens under his protection and his internationally lauded model of gang prevention, intervention and suppression.

Rob oversaw what has historically been the lowest-staffed police department of any major city in the country - with only 1.2 sworn officers per 1,000 residents (the national average is approximately 2.6 officers per 1,000 residents). According to the FBI - and, in many respects, a clear measure of Rob's leadership in recent years - San Jose is routinely ranked one of the safest "big cities" in America. This distinction is even more remarkable given the department received this accolade amid seven straight years of budget cuts while fighting crime in a city that adds 15,000 to 20,000 new residents every year. Rob oversaw the nation's first voluntary study of racial profiling conducted by a local police agency.

Rob has also earned international recognition as an expert in addressing gangs and gang violence, having served as a consultant for the U.S. State Department on five occasions. He traveled throughout Central and South America to train federal police agencies, politicians, government administrators, education leaders, heads of social service organizations and citizens regarding the design, implementation and evaluation of anti-gang programs. Rob has served in national and international leadership positions, in part as President of the Major Cities Chiefs Association.

Rob strongly believes in being actively involved in the community and has served on the boards of the San Jose/Silicon Valley Chamber of Commerce, the YWCA of Silicon Valley, and Big Brothers/Big Sisters of Santa Clara County. He currently serves on the board of the Silicon Valley/Monterey Bay Council of the Boy Scouts of America. Rob holds a Bachelor of Arts degree with Honors in English from San Jose State University and graduated Summa Cum Laude with a Master of Public Administration degree from Golden Gate University. He holds a Master Instructor's Certificate from the California Commission on Peace Officer Standards and Training, and is a graduate of the FBI's National Executive Institute and the FBI's National Academy.



Robert Boehmer, Esq., Vice President, Law Enforcement Consulting



Robert Boehmer is an experienced facilitator, trainer and public speaker, with expertise in collaborative problem solving, community policing, partnership development and information sharing. For the past several years, he has been facilitating sessions for the Department of Homeland Security's Building Communities of Trust Initiative, focusing on developing trust among law enforcement, fusion centers and the communities they serve. As a Vice President in the Law Enforcement Consulting practice at Hillard Heintze, Robert manages complex law enforcement assessments and helps police agencies transform their organizations, and adopt national best practices and industry standards central to improving accountability, transparency and community trust.

Before joining Hillard Heintze, Robert served as the Co-Director of the Center for Excellence in Homicide and Sexual Assault Investigations and Director of the Institute for Public Safety Partnerships at the University of Illinois at Chicago. He led a team of researchers and practitioners developing evidence-based approaches to investigating homicide and sexual assault. Robert focused much of his effort on developing and maintaining partnerships with justice agencies and other organizations integral to the functioning of the center. In his role at the Institute for Public Partnerships, Robert developed grant proposals and established and delivered technical assistance and training for law enforcement and communities on community policing, partnerships and problem-solving.

Robert served as chair of the U.S. Attorney General's Global Advisory Committee from 2006 to 2015. Under his leadership, this committee of representatives – made up of the country's major public safety associations – developed, or significantly advanced, technical and policy recommendations and resources related to ensuring the protection of privacy and civil rights; the evolution of the Global Justice XML Data Model into the widely adopted National Information Exchange Model (NIEM); and the advancement of critical intelligence capabilities such as the National Network of Fusion Centers.

Robert is a long-standing member of the Board of Directors of the National Criminal Justice Association and a member of the Illinois Law Enforcement Agency Accreditation Council. He was previously general counsel and secretary for the Illinois Criminal Justice Information Authority. In that capacity, he was a member of the executive staff, served as Chief of Staff, managed the legal affairs of the agency, directed its legislative program and provided legal and policy advice for several Illinois criminal justice technology and information sharing efforts. Prior to joining the Illinois Criminal Justice Information Authority in 1987, he served as a Chicago police officer.

Robert earned his Bachelor of Arts degree from the University of Illinois at Chicago and Juris Doctor Degree from DePaul University in Illinois.



Christi L. Gullion, Vice President, Law Enforcement Consulting



Christi L. Gullion is a highly accomplished expert in law enforcement, corporate investigations and compliance monitoring – including national, state and local police reform, forensic accounting investigations and the introduction of strategic internal and external risk management practices to public and private sector organizations.

As Vice President in the firm's Law Enforcement Consulting practice, Christi has been a leader in supporting police reform, including leading the team of subject-matter experts assessing and providing technical assistance for the Baltimore; Calexico, California; Commerce City, Colorado; and Beloit, Wisconsin Police Departments. She also served as a subject-matter expert on the Milwaukee Police Department assessment team. Christi's

work involves coordinating insights and activities of team members – and other experts – assessing and providing technical assistance in internal affairs, early intervention systems, use of force, criminal investigations, crime analysis, information sharing, community policing, recruitment, hiring, retention, promotion, leadership and organizational transformation.

As a Special Investigator, Western Region Trainer and Quality Control Auditor at KeyPoint Government Solutions, Christi trained U.S. Office of Personnel Management (OPM) investigators conducting investigations of personnel requiring security clearances. She conducted random and targeted integrity audits of investigators nationwide to ensure compliance, and developed and implemented an assessment program that generated early warnings of non-compliant investigators. She also served as the Primary Special Investigator for the OPM and Office of Citizenship and Immigration Services contracts. As the National Internal Compliance Monitor for KeyPoint in 2009, Christi evaluated the guidelines for all KeyPoint national government contracts to ensure compliance, and reviewed all internal business processes for efficiency and best corporate practices.

Christi worked at Kroll as Senior Director and leader of national government contracts, namely the Los Angeles and Detroit Police Departments, as a result of the Federal Consent Decrees and Judgment Agreements between the cities and the U.S. DOJ. She collaborated with the DOJ, City Council, Police Commission, mayors' offices and police departments. Christi oversaw existing policies, training, implementation and audits required to achieve compliance with policing reforms in an eight-year, \$18-million contract for the LAPD, and a five-year, \$7-million one for the DPD. She regularly reported on over 450 compliance reforms to the Cities of Los Angeles and Detroit, DOJ and U.S. District Court. Christi had oversight of Consent Decree requirements related to gang units, search warrants, confidential informants and the early warning system, TEAMS II; provided oversight to the gang units, TEAMS II staff, Audit Division and other areas in the LAPD; and reviewed areas of the Judgment related to use of force and conditions of confinement. She also worked with the Phoenix Police Department for the National Institute of Justice on a two-year homicide study.

Christi earned her Master of Science degree in criminal justice in 1996 from the University of North Carolina at Charlotte.

F-3

City of Berwyn
Department of Community Development

TO: Mayor Robert J. Lovero

FROM: Regina Mendicino, Director
Community Development Department

DATE: April 16, 2018

RE: Resolution to Adopt
Substantial Amendment to Consolidated Plan Program Years 2015-2019

Dear Mayor Lovero:

The attached Resolution and Copy of the City's Substantial Amendment to Consolidated Plan Program Years 2015-2019 is submitted for the City Council's approval at the April 24, 2018 City Council Meeting. Prior to the City Council Meeting, there is a Public Hearing on the Plan during the Committee of the Whole Meeting.

The use of CDBG funds has been a tremendous asset in the City's efforts during these past few years.

The Community Development Department continues to encourage owners to invest in their property's upkeep and care, create new jobs, and to address the social and economic distress the economic downturn created.

The Plan continues these efforts. Since the adoption of the 2015-2019 Five Year Consolidated Plan, HUD would require the City to issue citations or eliminate CDBG Housing Code Enforcement (Blight Reduction Program). Approximately \$53,000 per year was to be allocated in each Annual Action Plan for the Blight Reduction Program – Housing Code Enforcement. These funds will/are being reallocated to Public Improvements and Facilities, specifically the street lighting, sidewalk, water main, sewer and street replacement projects. Should you have any questions regarding the Amendment, please feel free to contact me.

Thank you for your prompt consideration of this Resolution.

Recommendation: Approve Substantial Amendment to Consolidated Plan Program Years 2015-2019

Sincerely,



Regina Mendicino, Director

Mayor Robert J. Lovero * Regina Mendicino, Director
6420 West 16th Street, Berwyn, Il. 60402
(708) 795-6850 * (708) 749-9457

RESOLUTION NO. 2018 - _____

**A RESOLUTION APPROVING THE CITY OF BERWYN'S
"SUBSTANTIAL AMENDMENT TO CONSOLIDATED PLAN FOR
PROGRAM YEARS 2015-2019"
FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDS,
AND FOR AUTHORIZATION TO SUBMIT SAME TO THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")**

WHEREAS, the City of Berwyn ("CITY") is a Home Rule Unit of Government pursuant to and as defined in Article 7 Section 6 (a) of the 1970 Illinois Constitution; and

WHEREAS, said Section of the Constitution authorizes a home rule unit of government to exercise any power, and perform any function, pertaining to its government affairs; and

WHEREAS, the 1970 Illinois Constitution, Article VII Section 10 and the Intergovernmental Cooperation Act provide authority for intergovernmental cooperation; and

WHEREAS, the Community Development Department developed, and the City Council approved on July 28, 2015, a Five Year Consolidated Plan for Program Years 2015 through 2019, pursuant to HUD regulations and in accordance with a Citizen Participation Plan which meets HUD's requirements; and

WHEREAS, since the adoption of the 2015-2019 Five Year Consolidated Plan, HUD would require the City to issue citations or eliminate Housing Code Enforcement ("CDBG Blight Reduction Program"). In addition, among other funding allocations, the Plan on page 46, *SP-45 Goals – 91.415, 91.215(a(4) Goals Summary Information* included funding in the amount of \$265,000 over the 5 years of the Plan for the stated goal of Blight Reduction. Approximately \$53,000 per year was to be allocated in each Annual Action Plan for the Blight Reduction Program – Housing Code Enforcement. These funds will/are being reallocated to Public Improvements and Facilities, specifically the street lighting, sidewalk, water main, sewer and street replacement projects ("Projects") in accordance with the Plan; and

WHEREAS, the Mayor and the City Council have determined it is in the best interest of the City to receive CDBG funds from HUD for housing and related needs of low and moderate income persons; and

WHEREAS, the Community Development Department developed an Amendment to the Five Year Consolidated Plan for Program Years 2015 through 2019 ("Substantial Amendment to PY 2015-2019 Consolidated Plan") pursuant to HUD regulations and in accordance with a Citizen Participation Plan which meets HUD's requirements; and

WHEREAS, the City developed the Substantial Amendment to PY 2015-2019 Consolidated Plan to promote the development of a viable urban community, by providing improved housing and a suitable living environment and expanding economic opportunities, principally for low and moderate income persons, in conformance with HUD Act of 1974, as amended, and the HUD regulations applicable thereto; and

WHEREAS, after due deliberation the City Council finds it would be in the best interest of the CITY to approve and submit to HUD the CITY's Substantial Amendment to PY 2015-2019 Consolidated Plan as drafted by the CITY's Department of Community Development.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: FINDINGS.

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

SECTION 2: PURPOSE.

The purpose of this Resolution is to approve the Substantial Amendment to PY 2015-2019 Consolidated Plan in substantially the same format as attached hereto and made a part hereof as Exhibit A, and to authorize the Mayor or his designee to submit said Plan to HUD and to further authorize the Mayor to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

SECTION 3: APPROVAL.

That the Corporate Authorities of the CITY hereby approve the Substantial Amendment to PY 2015-2019 Consolidated Plan in substantially the same format as attached hereto and made a part hereof as Exhibit A, and said final draft is hereby authorized to be submitted to HUD.

SECTION 4: PUBLICATION, HEARING, AND PUBLIC COMMENT PERIOD REQUIREMENTS SATISFIED.

That all proper publications having been made and all required hearings having taken place, and the Substantial Amendment to PY 2015-2019 Consolidated Plan having been available for public comment for over thirty (30) days, all public comments and responses thereto shall be included and submitted to HUD pursuant to Section 3 above.

SECTION 5: AUTHORIZATION.

That the Mayor and City Clerk are hereby directed and authorized to enter into on behalf of the CITY all contracts necessary and proper to fully implement the Substantial Amendment to PY 2015-2019 Consolidated Plan; including, but not limited to, all contracts receiving or distributing any allocations of CDBG funds therein, and as otherwise required to implement the Substantial Amendment to PY 2015-2019 Consolidated Plan.

SECTION 6: SEVERABILITY.

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

SECTION 7: SUPERSEDER.

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

SECTION 8: PUBLICATION.

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

SECTION 8: EFFECTIVE DATE.

That this Resolution shall be in full force and effect from and after its passage and approval according to the law.

PASSED this 24th day of April 2018

Margaret M. Paul, City Clerk

Voting Aye:

Voting Nay:

Absent:

Absent:

Deposited in my office this 24th day of April 2018

Margaret M. Paul, City Clerk

APPROVED this 24th day of April 2018

Robert J. Lovero, Mayor



City of Berwyn
THE CITY OF HOMES

Community Development Department



Substantial Amendment to PY 2015-2019 Consolidated Plan

April 24, 2018



Substantial Amendment to PY 2015-2019 Consolidated Plan For CDBG Funds

Introduction

The City of Berwyn ("Berwyn") submitted its 2015 – 2019 Consolidated Plan (the "Plan") to the United States Department of Housing and Urban Development ("HUD") on August 10, 2015. Among other items, the Plan on page 37, *SP-25 Priority Needs – 91.415, 91.215(a)(2) Priority Needs Table 13 – Priority Needs Summary* included Blight Reduction as a high priority.

The Table 13 – Description stated: "Inspection of blighted properties in low and moderate income census tracts and block groups and administrative or legal action to get property owners to eliminate or remedy the problems. Encourage eligible homeowners to apply for assistance in the City's Single Family Rehabilitation Program."

As a consequence of a HUD audit, and with HUD's encouragement, Berwyn is eliminating the Housing Code Enforcement option from use in Berwyn's stated goal of Blight Reduction. To maintain the program, HUD would require Berwyn to issue citations, and this was not the path Berwyn wanted to take.

Berwyn will continue to encourage eligible homeowners to apply for assistance through the City's Single Family Rehabilitation Program. Berwyn staff will continue going door to door in low and moderate income areas with information about the Single Family Rehabilitation Program.

In addition, among other funding allocations, the Plan on page 46, *SP-45 Goals – 91.415, 91.215(a)(4) Goals Summary Information* included funding in the amount \$265,000 over the 5 years of the Plan for the stated goal of Blight Reduction. Approximately \$53,000 per year was to be allocated in each Annual Action Plan for the Blight Reduction Program – Housing Code Enforcement.

These funds will/are being reallocated to Public Improvements and Facilities, specifically the street lighting, sidewalk, water main, sewer and street replacement projects ("Projects"). These Projects also have the effect of improving the blocks/neighborhoods in which the work is being completed, and Berwyn believes this work will also help stimulate Blight Reduction.

It should be noted the Plan already allocates \$1,668,000 over the 5 years of the Plan for the Single Family Rehabilitation Program. Berwyn is confident no additional funds need to be re-allocated to this Program to increase the Program's increased outreach efforts for Blight Reduction.

Community Development Department – Regina Mendicino, Director
6420 W. 16th Street, Berwyn, Illinois 60402 * Office: 708-795-6850 FAX: 708-749-9457



Substantial Amendment Required

Title 24 Section 91.505 of the Code of Federal Regulations stipulates that participating jurisdictions shall amend their approved plans whenever they make one of the following decisions:

1. To make a change in its allocation priorities or a change in the method of distribution of funds.
2. To carry out an activity, using funds from any program covered by the Consolidated Plan (including program income) not previously described in the action plan; or
3. To change the purpose, scope, location or beneficiaries of an activity.

The Regulation further requires the jurisdiction identify in its Citizens Participation Plan the criteria to be used to determine what constitutes a substantial amendment. Consistent with these requirements, Berwyn's Citizen Participation Plan adopted by Berwyn on November 28, 2017, requires a substantial amendment to the Plan as follows:

"a. Revision Considerations

There are two (2) types of amendments that may occur with the CON PLAN: minor amendments and substantial amendments. An amendment to the approved CON PLAN is considered substantial under the following circumstances:

- 1) To make changes to its activity priorities or the method of distribution of funds.*
- 2) To carry out an activity using funds for any program covered by the ACTION PLAN but not previously described in the CON PLAN,*
- 3) Changes in the use of CDBG funds from one eligible activity to another,*
- 4) To change the activity, purpose, scope, location or beneficiaries of an activity."*

The proposed changes meet at least one of these criteria. Therefore, a substantial amendment to the Plan is required.

Citizens Participation

In accordance with 24 CFR 91.105(c)(3) for local governments, and Berwyn's Citizens Participation Plan, the substantial amendment "30 Day Comment Period/Public Notice" for the use of CDBG funds was released for citizen review and comment on March 22, 2018 by publication, in both English and Spanish, in the Lawndale News. During the 30 day public comment period from March 23, 2018 to April 23, 2018, the *Draft Substantial Amendment to the 2015-2019 Consolidate Plan* was made available for review during regular business hours at the following locations: (1) Berwyn City Hall, (2) Berwyn Public Library, and (3) Berwyn Community Development Department Offices. It was also available for review at any time on Berwyn's website: www.berwyn-il.gov.

Community Development Department – Regina Mendicino, Director
6420 W. 16th Street, Berwyn, Illinois 60402 * Office: 708-795-6850 FAX: 708-749-9457



The Berwyn City Council, at its Committee of the Whole, (will hold) held a public hearing on the *Draft Substantial Amendment to the 2015-2019 Consolidate Plan* on April 24, 2018 at 6pm in Berwyn City Hall, 6700 W. 26th Street, Berwyn, Illinois. On that same date at 8pm, at the Berwyn City Council Meeting, the City Council (will vote) voted to approve the *Draft Substantial Amendment to the 2015-2019 Consolidate Plan*.

A copy of the "30 Day Comment Period/Public Notice" is attached hereto as Exhibit 1. A copy of all citizen comments received during the 30 day comment period, or at the public hearing, (if any) are attached hereto as Exhibit 2. Berwyn's response to citizen comments (if any) is attached hereto as Exhibit 3. The Resolution of the Berwyn City Council approving the *Substantial Amendment to the 2015-2019 Consolidate Plan* is attached hereto as Exhibit 4.

Final Action

Activity/Funding Amendment

- (1) Berwyn will no longer use the Housing Code Enforcement option for the stated goal of Blight Reduction.
- (2) Funds will/are being reallocated from the Blight Program to infrastructure improvements.

Community Development Department – Regina Mendicino, Director
6420 W. 16th Street, Berwyn, Illinois 60402 * Office: 708-795-6850 FAX: 708-749-9457



Exhibit 1

Proof of Publication
30 Day Comment Period/Public Notice
Lawndale News, March 22, 2018

Community Development Department - Regina Mendicino, Director
6420 W. 16th Street, Berwyn, Illinois 60402 * Office: 708-795-6850 FAX: 708-749-9457

LAWNDALE

5533 W 25TH ST.
CICERO, IL 60804
www.lawndalenews.com

Aviso legal / Noticia Pública Ciudad de Berwyn, Condado de Cook, Illinois

Periodo de comentarios de 30 días
sobre la propuesta de enmienda al
Plan consolidado 2015-2019 para el
programa CDBG

Se notifica a todas las partes interesadas que la Ciudad de Berwyn ("Berwyn") ha preparado una propuesta de enmienda sustanciosa al Plan Consolidado de 2015-2019 de Berwyn ("Plan CON") para fondos de Subvención para el Bloque de Desarrollo Comunitario ("CDBG"). La enmienda propuesta al Plan CON es por la siguiente razón: Berwyn está eliminando la opción de Aplicación del Código de Vivienda del uso en el objetivo declarado de Berwyn de Reducción de ruina. Para mantener el programa, HUD requeriría que Berwyn emita citas. Los fondos se están reasignando a mejoras de infraestructura. El programa de rehabilitación familiar de Berwyn continuará abordando el objetivo declarado de Berwyn de reducción de ruina.

Las copias del Plan Con enmendado, en borrador, estarán disponibles por un periodo de revisión y comentarios de treinta (30) días a partir del 28 de marzo de 2018, en las oficinas de Berwyn ubicadas en: (1) 6420 W. 16th St., (2) City Hall, 8700 W. 26th St., y (3) Berwyn Public Library, 2701 Mariner Ave., todo en Berwyn, IL 60402, y en línea en www.berwyn-il.gov. El periodo de comentarios finalizará el 23 de abril de 2018.

Los comentarios públicos también se pueden hacer en una audiencia pública sobre el Plan Enmendado que se realizará en el Comité del Concejo Municipal a las 6:00 p.m. el 24 de abril de 2018, en el Ayuntamiento de Berwyn, 8700 W. 26th St., Berwyn, IL. Todos los ciudadanos tendrán la oportunidad de ser escuchados. La aprobación del Concejo Municipal del Plan CON enmendado seguirá a las 8PM el mismo día en la Reunión del Concejo Municipal. El acceso y las adaptaciones están disponibles para personas con discapacidades. Las reuniones estarán disponibles en inglés y español. Cualquiera puede hacer comentarios, recomendaciones y cuestionar cualquier aspecto de los Planes CON modificados, ahora o en la audiencia pública, incluso mediante un comentario escrito enviado hasta el 23 de abril de 2018 a:

Ciudad de Berwyn
Regina Mendicino, Directora
Departamento de Desarrollo Comunitario
6420 W. 16th Street, Berwyn, IL 60402

Para obtener más información o adaptaciones especiales, comuníquese con Regina Mendicino al 708-795-6850.

CERTIFICATION OF PUBLICATION

CASE NO.: PROPOSED AMENDMENT TO
2015-2019 CONSOLIDATE PLAN FOR
CDBG PROGRAM (SPANISH)

The said Lawndale News is a secular newspaper that has been published WEEKLY in the city of Chicago, County of Cook, State of Illinois, continuously or more than one year prior to the first date of publication of the notice appended, that it is a newspaper as defined in "An Act to revise the law in relation to notices," as amended Illinois Compiled Statutes, (715 ILCS 5/1 & 5/5), and that the notice appended was published in the said Lawndale News on

03-22-18

(Date of Publication)

(Date of Publication)

(Date of Publication)

In witness whereof, the undersigned has caused this certificate to be signed and its corporate seal affixed at Chicago, Illinois.

(Date) 03-22-18

THE LAWNDALE NEWS

By


REGINA MENDICINO
DIRECTORA
DEPARTAMENTO DE DESARROLLO COMUNITARIO
CIUDAD DE BERWYN, ILLINOIS

AND COMMITMENT TO THE HISPANIC COMMUNITY OF CHICAGO.

Legal / Public Notice
City of Berwyn, Cook County,
Illinois
30 Day Comment Period on
Proposed Amendment to
2015-2019 Consolidate Plan for
CDBG Program

All interested parties are hereby notified the City of Berwyn ("Berwyn") has prepared a proposed substantial amendment to Berwyn's 2015 - 2019 Consolidate Plan ("CON Plan") for Community Development Block Grant funds ("CDBG"). The proposed amendment to the CON Plan is for the following reason:

* Berwyn is eliminating the Housing Code Enforcement option from use in Berwyn's stated goal of Blight Reduction. To maintain the program, HUD would require Berwyn to issue citations. Funds are being reallocated to infrastructure improvements. Berwyn's Single Family Rehab Program will continue to address Berwyn's stated goal of Blight Reduction.

Copies of the Amended Con Plan, in draft form, will be available for a thirty (30) day review and comment period beginning March 23, 2018, at Berwyn Offices located at: (1) 6420 W. 16th St., (2) City Hall, 6700 W. 26th St., and (3) Berwyn Public Library, 2701 Harlem Ave., all in Berwyn, IL 60402, and on line at www.berwyn-il.gov. The comment period will end on April 23, 2018.

Public comments may also be made at a public hearing on the Amended CON Plan to be held at the City Council Committee of the Whole at 6PM on April 24, 2018, at Berwyn City Hall, 6700 W. 26th St., Berwyn, IL. All citizens will be given an opportunity to be heard. The City Council's approval of the Amended CON Plan will follow at 8PM the same day at the City Council Meeting. Access is, and accommodations are, available for persons with disabilities. The meetings will be available in both English and Spanish.

Anyone may comment, make recommendations and question any aspect of the Amended CON Plans, now or at the public hearing, including by written comment submitted by April 23, 2018 to:

City of Berwyn
Regina Mendicino, Director
Community Development Department
6420 W. 16th Street, Berwyn, IL 60402

+++++
For more information, or special accommodations, contact: Regina Mendicino at 708-795-8850.

CERTIFICATION OF PUBLICATION

CASE NO.: PROPOSED AMENDMENT TO
2015-2019 CONSOLIDATE PLAN FOR
CDBG PROGRAM (ENGLISH)

The said Lawndale News is a secular newspaper that has been published WEEKLY in the city of Chicago, County of Cook, State of Illinois, continuously or more than one year prior to the first date of publication of the notice appended, that it is a newspaper as defined in "An Act to revise the law in relation to notices," as amended Illinois Compiled Statutes, (715 ILCS 5/1 & 5/5), and that the notice appended was published in the said Lawndale News on

03-22-18

(Date of Publication)

(Date of Publication)

(Date of Publication)

In witness whereof, the undersigned has caused this certificate to be signed and its corporate seal affixed at Chicago, Illinois.

(Date) 03-22-18

THE LAWNDALE NEWS

By

TO THE HISPANIC COMMUNITY OF CHICAGO.



Exhibit 2

Public Comments

Community Development Department – Regina Mendicino, Director
6420 W. 16th Street, Berwyn, Illinois 60402 * Office: 708-795-6850 FAX: 708-749-9457



Exhibit 3

Response to Public Comments

Community Development Department – Regina Mendicino, Director
6420 W. 16th Street, Berwyn, Illinois 60402 * Office: 708-795-6850 FAX: 708-749-9457



Exhibit 4

Resolution 2018 - _____ of the Berwyn City Council
Approving the Substantial Amendment to the
2015-2019 Consolidate Plan

Community Development Department – Regina Mendicino, Director
6420 W. 16th Street, Berwyn, Illinois 60402 * Office: 708-795-6850 FAX: 708-749-9457



JA

BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701

708.484.1644

FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

Denis O'Halloran
Fire Chief
do'halloran@ci.berwyn.il.us

Thomas Hayes
Assistant Fire Chief
thayes@ci.berwyn.il.us

April 18, 2018

To: Mayor Robert Lovero & Members of City Council
From: Fire Chief Denis O'Halloran
Re: Request permission to contact The Fire and Police Commission to hire a Probationary Firefighter /Paramedic.

Honorable Mayor Lovero & Members of City Council:

I am respectfully requesting permission to contact the Fire and Police Commission to hire the next qualified candidate on the eligibility list for the vacancy in the Firefighter/Paramedic rank. A vacancy has been created by the resignation of Firefighter/Paramedic Daniel Midell. This replacement position has been planned for in the 2018 budget.

Respectfully submitted,

Fire Chief Denis O'Halloran



35

BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701
708.484.1644
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

Denis O'Halloran
Fire Chief
do'halloran@ci.berwyn.il.us

Thomas Hayes
Assistant Fire Chief
thayes@ci.berwyn.il.us

April 18, 2018

To: Honorable Mayor Lovero & Members of City Council

From: Chief Denis O'Halloran

Subject: Sale of 1992 Seagrave Model JB40DH Commander Fire Engine

Vin # 1F9EW28J7NCTS2049

I am requesting permission to sell the 1992 Seagrave Model JB40DH Commander Fire Engine declared as surplus. The highest bidder was Anton Volunteer Fire & Rescue Chief Daniel Rowland for \$3000.00.

The Fire Department has done its due diligence by advertising in trade magazines and websites. It is my recommendation to sell the vehicle to Anton Volunteer Fire & Rescue Chief Daniel Rowland for \$3000.00.

Respectfully submitted,

Denis O'Halloran

Fire Chief

The City of Berwyn



Rasheed Jones
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 749-6468
www.berwyn-il.gov

Date: April 19, 2018

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

Subject: Surplus Property

Based on the recommendation from the Fire Chief, Denis O'Halloran, the Finance Department declares the following vehicle as surplus property:

1. 1992 Seagrave Fire Engine (VIN# 1F9EW28J7NCST2049)

The vehicle is over 25 years old and has well over 12,000 engine hours. The Fire Department plans to sell this vehicle via auction.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rasheed Jones", is written over a faint, illegible stamp or watermark.

Rasheed Jones
Finance Director



A Century of Progress with Pride

April 24, 2018

Margaret M. Paul
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

Re: 2017 CV-05794

Dear Ms. Paul:

Please put this item on the April 24, 2018 agenda authorizing the settlement of the above referenced matter for the total of \$30,000.00 based upon City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney



A Century of Progress with Pride

April 24, 2018

Margaret M. Paul
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

Re: 2017 WC 11869

Dear Ms. Paul:

Please put this item on the April 24, 2018 agenda authorizing the settlement of the above referenced matter for the total of \$27,809.58 based upon City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney



A Century of Progress with Pride

Date: April 24, 2018

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

Re: Engineering Services for the 2017 program year CDBG roadway, water main and sewer replacement project on Cuyler Avenue from 14th Street to Roosevelt Road as well as roadway and sewer rehabilitation from Roosevelt Road to 14th Street.

The City of Berwyn requested statements of qualifications (SOQ) from engineering firms with Cook County Community Development Block Grant (CDBG) experience. Community Development Block Grant experience within Cook County is critical to the success of the project from start to finish, which includes extensive closeout documentation. The City received two SOQs for review by a panel consisting of Regina Mendicino, CDBG Director, Nicole Campbell, Senior Engineer and myself to review. After review of all the submittals, the panel interviewed two firms, Engineering Design International (EDI) and Novotny Engineering for interviews.

Each firm presented their understanding and how they would approach the project. In addition, each firm outlined their CDBG experience and the project team if selected. After interviews were completed, the team discussed each firms current work load and qualifications. As a result of these interviews and the panel discussions, the SOQ review panel recommends moving forward with Novotny Engineering for this project.

Recommendation: The SOQ review panel recommends approving staff to negotiate a final agreement for engineering services with Novotny Engineering as the engineer for design and construction oversight for the 2017 program year CDBG roadway, water main and sewer replacement projects.

Respectfully,

Robert Schiller
Director of Public Works



A Century of Progress with Pride

April 24, 2018

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

Re: Arbor Day Proclamation.

2018 marks the 29th year the City of Berwyn has participated in Arbor Day celebrations as part of the Tree City USA program. Part of this program requires the City of Berwyn to pass the attached proclamation acknowledging the last Friday in April the official Arbor Day.

The City continues celebrate its commitment to the urban forest by planting trees throughout the community

Recommended Actions;

Staff requests approval of the attached Proclamation acknowledging April 27, 2018 as Arbor Day in the City of Berwyn.

Respectfully,

Robert Schiller
Director of Public Works



A Century of Progress with Pride

PROCLAMATION

WHEREAS, In 1972, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting of trees, this Holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now celebrated Throughout the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling cost, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and

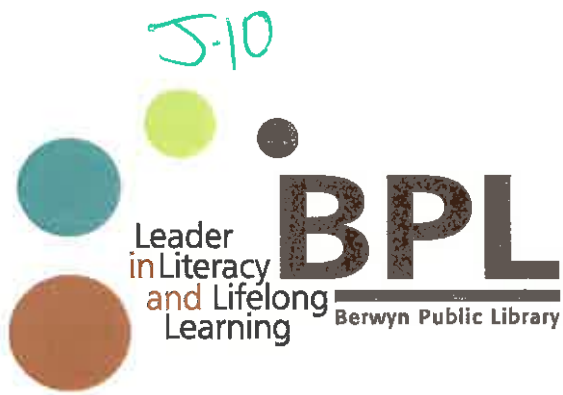
WHEREAS, City of Berwyn has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I Robert J. Lovero, Mayor of Berwyn, do hereby proclaim **April 27, 2018** as **ARBOR DAY** in the City of Berwyn and I urge all citizens to support efforts to care for our trees and to support our city’s community forestry program and I further urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Robert J. Lovero
Mayor of the City of Berwyn

Margaret Paul
City Clerk, City of Berwyn

Robert Schiller
Director of Public Works, City of Berwyn



2701 S. Harlem Avenue
Berwyn, IL 60402-2140
(708) 795-8000
Fax (708) 795-8101
www.berwynlibrary.org

April 17, 2018

Honorable Mayor Robert J. Lovero
Members of the City Council
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Dear Mayor Lovero and Members of City Council:

The Library Department is requesting authorization to advertise and replace library staff to fill vacant positions.

Library Assistant I Circulation Department – 18 hrs. Per week, \$11.75/hr.
This position was most recently held by Alex Perez, who transferred from the Circulation Department to the Audiovisual Department.

Library Assistant I Youth Services – 20 hrs. Per week, \$11.75 per hr. This position is an addition to the current Youth Services staffing level and will provide additional desk coverage for the Youth Services Department.

Librarian Collection Management/Audiovisual Department – 40 hrs. Per week, \$20.00 per hr. This position is an upgrade to the current Librarian I position, which currently pays a starting rate of \$14.00 per hour. The former Librarian I position will not be replaced.

Funding for these positions is included in the FY 2018 budget. The Library Board of Trustees reviewed and approved the replacement at their April 16, 2018 regular meeting. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

Tammy Sheedy
Interim Library Director



A Century of Progress with Pride

Date: April 24, 2018

**To: Mayor Robert J. Lovero
Members of City Council**

Re: Public Art Initiative

At the Open Committee of the Whole Meeting on April 10, 2018, residents Jennifer Mitchell and Norman Alexandroff presented a public art project involving murals on commercial buildings. This art initiative intends to start in the Depot District with possible expansion to other business districts throughout the City.

Monies for this project will be obtained through fundraising efforts by Jennifer Mitchell and her committee (\$12,500 is their target) and a \$25,000 grant from the West Suburban Mass Transit District (WSMTD). After a straw poll vote from aldermen, it was unanimously decided that the City of Berwyn would facilitate the financial transactions for the project.

Jennifer Mitchell will be heading a committee consisting of local residents/business owners (Norman Alexandroff, Melissa Kowalski and Joe Fitzgerald) that will seek collaboration between community organizations, the City of Berwyn, artists, and business owners looking to have murals placed on the facades of their commercial buildings.

City Administration will work to amend Part 14, Title 4, Chapter 1442 of the Codified Ordinances Regarding Building Permits to allow painting of brick within commercial districts for public art projects approved by City Council. This amended ordinance will be brought forward to City Council at a future meeting.

Recommendation: Please accept this correspondence as informational.

Respectfully,

Ruth E. Volbre
Assistant City Administrator

J-12

The City of Berwyn



Ruth E. Volbre
Assistant City Administrator

A Century of Progress with Pride

April 24, 2018

To: Mayor Robert J. Lovero
Members of City Council

Re: Lease of Harlem Ave. Train Station Coffee Shop to 1890 Café LLC

City Staff has developed the attached lease in conjunction with Lissette Tenorio, the proprietor of 1890 Cafe, LLC. The prepared lease has a term of two years with monthly rent in the amount of \$250 (the amount charged to the previous tenant). In addition to paying rent, the tenant will also be responsible for the routine maintenance of the station such as cleaning and reporting blight conditions to the City.

Recommendation:

Staff recommends the approval of the attached lease agreement with Lissette Tenorio – 1890 Café LLC.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ruth E. Volbre".

Ruth E. Volbre
Assistant City Administrator

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

**ORDINANCE
NUMBER _____**

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, STATE OF
ILLINOIS, APPROVING A SUBLEASE AGREEMENT BY AND BETWEEN THE CITY
OF BERWYN AND LISSETTE TENORIO**

**Robert J. Lovero, Mayor
Margaret Paul, Clerk**

**James "Scott" Lennon
Jose D. Ramirez
Jeanine Reardon
Robert W. Fejt
Cesar A. Santoy
Alicia M. Ruiz
Rafael Avila
Edgar J. Garcia**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this 24th day of April 2018.

ORDINANCE _____

AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, STATE OF ILLINOIS, APPROVING A SUBLEASE AGREEMENT BY AND BETWEEN THE CITY OF BERWYN AND LISSETTE TENORIO

WHEREAS, the City of Berwyn (the “*City*”), is a home rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and, as such, may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*”); and,

WHEREAS, the City is a party to a Station Agreement between the City of Berwyn and BNSF Railroad Company (Lease).

WHEREAS, the Lease encompasses the train station located at 7135 Windsor Avenue, Berwyn, IL 60402 (Harlem Avenue Station).

WHEREAS, the Lease gives the City certain rights and obligations as to that station, including the right to sublease a portion of it for retail uses.

WHEREAS, the City desires to make available for Sublease an approximate 60 square foot room, which has the dimensions of 6’x10’ at the Harlem Avenue Station for use as a retail coffee shop.

WHEREAS, Lissette Tenorio has proposed to sublease the aforementioned portion of the Harlem Avenue Station pursuant to the Commercial Sublease Agreement by and between the City of Berwyn and Lissette Tenorio (the “*Sublease*”), a copy of which is attached hereto and made a part hereof as *Exhibit A*, in accordance with the terms and conditions therein specified.

WHEREAS, the Mayor and City Council of the City of Berwyn (the “*Corporate Authorities*”) have determined that the aforementioned portion of the Harlem Avenue Station is no longer necessary or required for a public use by the City and have determined that this Sublease will be in the best interest of the City and have determined that this Sublease will be in the best interest of the City and the quality of life of its taxpayers and all users of the Harlem Avenue Station.

WHEREAS, pursuant to the Home Rule Powers of the City, it is the intent of the Corporate Authorities that if any term contained herein or manner or method of adoption of this Ordinance shall be inconsistent with any non-preemptive State statute contained in the Illinois Municipal Code, including but not limited to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, or any Chapter or Section of the City Code of the City of Berwyn, this Ordinance shall entirely supersede said State statute or Chapter or Section of the City Code of the City of Berwyn.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, by and through its home rule powers, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof as if fully set forth in this Section.

Section 2. That the Commercial Sublease by and between the City of Berwyn and Lissette Tenorio, as attached hereto and made a part hereof as Exhibit A, for a term of two (2) years is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

Section 3. That the Mayor and City Clerk are hereby authorized to undertake any and all actions as may be required to implement and enforce the provisions of the Lease.

Section 4. That all ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. That any state statute requirement in conflict hereof with this Ordinance is hereby fully superseded pursuant to the exercise of the Home Rule Powers of the City.

Section 6. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Adopted this 24th day of April 2018, pursuant to a roll call vote, as follows:

(LEFT BLANK INTENTIONALLY)

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Garcia				
(Mayor Lovero)				
TOTAL				

APPROVED this _____ day of April, 2018.

Robert J. Lovero

MAYOR

ATTEST:

Margaret Paul

CITY CLERK

COMMERCIAL SUBLEASE AGREEMENT

This Commercial Sublease Agreement (Sublease) is entered into on this ____ day of April, 2018, by and between the City of Berwyn (Landlord) and Lissette Tenorio (Tenant). Landlord is the party to a Station Agreement between the City of Berwyn and BNSF Railroad Company (Lease). The Lease encompasses the train station located at 7135 Windsor Avenue, Berwyn, IL 60402 (Harlem Avenue Station) and gives Landlord certain rights and obligations as to that station. Landlord makes available for Sublease an approximate 60 square foot room, which has the dimensions of 6' x 10' at the Harlem Avenue Station for use as a retail coffee shop, as illustrated in **Exhibit A** (Subleased Premises).

Landlord desires to Sublease the Subleased Premises to Tenant, and Tenant desires to Sublease the Subleased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

1. Station Agreement between the City of Berwyn and BNSF Railway Company

A copy of the Lease is attached hereto and incorporated herein as **Exhibit B**. Tenant shall not violate or cause to be violated any term in the Lease, including but not limited to any use of the Subleased Premises that violates any of the provisions of Section 3(D) of the Lease. This Sublease is subordinate to the terms in the Lease. In the event that any portion of this Sublease is in conflict with the Lease, the Lease shall control. Any obligation that Landlord must fulfill under the Lease shall not amount to a breach of this Sublease.

2. Term

The Initial Term of the Sublease shall begin on the 1st day of June 2018, and end on the 31st day of May 2020. Landlord shall use its best efforts to put Tenant in possession of the Subleased Premises on the beginning of the Sublease term. If Landlord is unable to timely provide the Subleased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

3. Rent

Tenant shall pay to Landlord during the Initial Term rent of three thousand (\$3,000.00) per year, payable in installments of two hundred and fifty dollars (\$250.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the Sublease term to Landlord at the address set forth in Section 24 herein. The rental payment amount for any partial calendar months included in the Sublease term shall be prorated on a daily basis.

4. Prohibited Uses.

Notwithstanding the forgoing, Tenant shall use the Subleased Premises solely to operate a retail coffee shop. Tenant shall not use the Subleased Premises for any other purpose, including for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device, and any use which violates the terms of Section 3(D) of the Lease.

5. Sublease and Assignment.

Tenant shall not Sublease or assign without Landlord's consent. Landlord reserves the right to reject any Sublease or assignment at its sole discretion or by virtue of its duties and obligations under the Lease.

6. Repairs and Necessary Alterations

During the Sublease term, Tenant shall make, at Tenant's expense, all necessary repairs and alterations to the Subleased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Subleased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Sublease. Necessary alterations shall include such items as may be necessary for the operation of Tenant's business on the Subleased Premises, including but not limited to compliance with any local, state, federal, or BNSF or Metra ordinances, statutes, or regulations.

All equipment inside of the leased premises shall remain the property of the Landlord. The Tenant is permitted to operate the equipment. The Landlord offers no warranty of the equipment and any maintenance or necessary repairs shall be the responsibility of the tenant.

7. Maintenance, Alterations, Improvements and Landlord's Lien.

The tenant hereby agrees to assume general maintenance of the facility. Maintenance includes cleaning the inside and outside of station (e.g. sweeping and washing floor), cleaning windows, dusting of fixtures, picking up litter, shaking out carpets, ensuring that garbage is picked up, snow removal and calcium chloride application, and painting benches. The tenant is responsible for reporting any/all lighting or safety issues to the Landlord. Landlord shall have the right to determine at its sole discretion whether Tenant's performance is satisfactory. Failure to maintain the leased premises shall constitute a default of the lease agreement.

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Subleased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures,

equipment and other temporary installations in and upon the Subleased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Sublease term or placed or installed on the Subleased Premises by Tenant thereafter, shall remain Tenant's property, though Landlord shall have a lien on that property in the event of a default under this Sublease in the entire amount determined to be due and owing under this Sublease, including any attorneys' fees, costs and interest awarded by a court. Landlord may at its option retain possession of that property until any defaults under this Sublease are resolved. Tenant shall have the right to remove the same at any time during the term of this Sublease provided that Tenant shall repair, at Tenant's expense, all damage to the Subleased Premises caused by such removal.

8. Taxes, Fees, Permits and Licenses.

Tenant shall be responsible for paying all personal Property taxes, employment taxes, sales taxes and any other fees and charges due with respect to Tenant's personal property and business at the Subleased Premises. Tenant shall be responsible for obtaining any necessary permits and licenses stemming from its build out or operation of its business on the Subleased Premises.

9. Insurance.

Tenant shall procure and maintain, at its sole cost and expense, policies of insurance, including, but not limited to, a general commercial liability policy and/or policies providing comprehensive, personal injury, property damage, workers= compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage. The obligations of this paragraph may be satisfied by Landlord's membership in a self-insurance pool, a self-insurance plan or by policies of insurance written by a responsible insurance company or companies licensed to do business in the State of Illinois. In addition, Tenant shall obtain any insurance required by BNSF pursuant to the Lease.

10. Contractor Insurance

In all contracts executed by Tenant for the construction, rehabilitation, improvement, repair or maintenance of the Subleased Premises or other structures or improvements located on the Harlem Avenue Station, or to be located on such premises, Tenant will require appropriate clauses to be inserted into its contracts requiring Tenant's outside consultants, contractors and subcontractors of any tier (collectively, "Contractors") to indemnify Landlord and Burlington Northern Santa Fe Corporation (BNSF), and their affiliated companies and each of their partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, the "Indemnitees"), for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively,

"Liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) the work performed or to be performed by such Contractor, even if such Liabilities arise from or are attributed to, in whole or in part, any negligence of any Indemnitee. In addition, prior to the commencement of any construction, rehabilitation, improvement, repair or maintenance activities on the Harlem Avenue Station by any Contractor pursuant to a contract or contracts that sets forth a total amount (including costs of labor, materials and overhead and profit) to be paid to Contractor that equals or exceeds \$50,000, Tenant shall require each such Contractor to review and execute BNSF's then-current standard agreement between BNSF and contractors for work to be performed on BNSF property ("Standard Contractor Agreement").

11. Supervision

Tenant promises and agrees that it will appoint and employ competent engineers to supervise all Contractors' activities on the Subleased Premises during the Term of this Agreement, and Tenant further promises and agrees that it will, by appropriate means of inspection or testing, or otherwise, assure itself that all Contractors working upon the Subleased Premises will have fully complied with all specifications and requirements of their respective agreements. When any such Contractor's work has been completed to the satisfaction of Tenant, Tenant will promptly notify Landlord in writing of that fact. Tenant agrees to require each Contractor performing any work upon the Subleased Premises to furnish waivers of lien prior to making final payment to such Contractor.

12. Indemnity and Hold Harmless

Tenant shall, at Tenant's own costs and expense, defend Landlord, its Council, boards, commissions, officers, employees, agents, and volunteers from and against any and all claims, damages, expenses, including reasonable attorney's fees, loss of liability of any kind or nature whatsoever resulting from the alleged willful or negligent acts or omissions of Tenant, its officers, agents, or employees. In addition to bearing the full cost and expense of defending Landlord, Tenant shall also indemnify and hold Landlord harmless from any settlement entered into and any judgment that may be rendered against Landlord as a result of and in proportion to and to the extent of the alleged willful or negligent acts or omissions of Tenant or Tenant's officers, agents or employees in connection with the event or activity as specified above.

Tenant further acknowledges that it is solely responsible for any and all claims, damages, expenses, including reasonable attorney's fees, loss of liability of any kind or nature whatsoever resulting to Tenant's employees or its customers during its business operations at the Subleased Premises, and that it will fully indemnify Landlord against any such claims.

13. Utilities.

The charges for water, sewer, gas, electricity, and other services and utilities used by Tenant on the Subleased Premises during the term of this sublease shall be paid by the

Landlord. In the event that any utility bill exceeds its twelve month average cost by more than twenty percent, Tenant shall have one month from notification by the Landlord to pay the difference to the Landlord.

Tenant acknowledges that the Subleased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, over load the wiring or interfere with electrical services to other tenants.

14. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Subleased Premises, at locations selected by Tenant, any signs which are permitted by the Berwyn Code of Ordinances. Landlord may also refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Subleased Premises. Tenant shall repair all damage to the Subleased Premises resulting from the removal of signs installed by Tenant.

15. Entry.

Landlord shall have the right to enter upon the Subleased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Subleased Premises.

16. Parking.

During the term of this Sublease, Tenant shall have the non-exclusive use of the non-reserved common automobile parking areas, driveways, and footways, subject to any ordinances, rules and regulations governing the use thereof. Landlord reserves the right to designate parking areas for Tenant and Tenant's agents and employees but is not required to do so and may exercise this right at its sole discretion, and shall be free to revoke this right at its sole discretion. Upon Landlord's request, Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. The tenant shall obtain any required parking permits at the normal rate offered to the public.

17. Property Rules.

Tenant will comply with rules which may be adopted and altered by Landlord or BNSF or Metra from time to time and will cause all of its agents, employees, invitees and visitors to do so.

18. Consequential Damages.

In the event that any repairs, alterations or improvements are made to the Harlem Avenue Station, Subleased Premises, public property, streets, or right-of-ways on or near the

Harlem Avenue Station by Landlord, BNSF or Metra, or any governmental entity, including but not limited to any closure of the Harlem Avenue Station, Landlord shall not be liable for any damages or losses sustained by Tenant, including but not limited to damages arising from any loss of business. Tenant shall not be relieved from paying rent and other charges during any portion of the Sublease term during which such occurrences are taking place. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Landlord's reasonable control and which renders the Subleased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Tenant assumes full risk of any damages arising out of these occurrences.

19. Default.

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Sublease ended and terminated by giving Tenant written notice of such intention, and if possession of the Subleased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Tenant shall pay all of Landlord's attorneys' fees and costs incurred by Landlord as a result of any default on the part of Tenant.

20. Condemnation.

If any legally, constituted authority condemns the Harlem Avenue Station or such part thereof which shall make the Subleased Premises unsuitable for leasing, this Sublease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. Subordination.

Tenant accepts this Sublease subject to and subordinate to the Lease and any mortgage, easement, deed of trust or other lien presently existing or hereafter arising upon the Subleased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, easement, deed of trust or other lien to this Sublease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Sublease to any mortgage, easement, deed of trust or other lien now

existing or hereafter placed upon the Subleased Premises of the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Sublease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

22. Security Deposit.

Landlord shall hold a two hundred and fifty dollar (\$250.00) Security Deposit without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Sublease, it being expressly understood that Tenant shall not consider the Security Deposit an advance payment of rent or a measure of Landlord's damages in case of default. Unless otherwise provided by law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Sublease, Landlord shall return the balance of the Security Deposit remaining after any such application to Tenant.

23. Notice.

Any notice required or permitted under this Sublease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord:

City of Berwyn
Attn: City Attorney
6700 W. 26th St.
Berwyn, IL 60402

Tenant:

Lissette Tenorio
3606 Wenonah Ave.
Berwyn, IL 60402
(773) 226-7871
Liistenorio10@gmail.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

24. Brokers.

Tenant represents that Tenant was not shown the Subleased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Sublease.

25. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

26. Memorandum of Lease.

The parties hereto contemplate that this Sublease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Sublease.

27. Headings.

The headings used in this Sublease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Sublease.

28. Successors.

The provisions of this Sublease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

29. Compliance with Law.

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Subleased Premises.

30. Agency

Under no circumstances shall this Sublease be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely

responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Sublease

31. Capacity

Each of the parties to this Sublease represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

32. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above written.

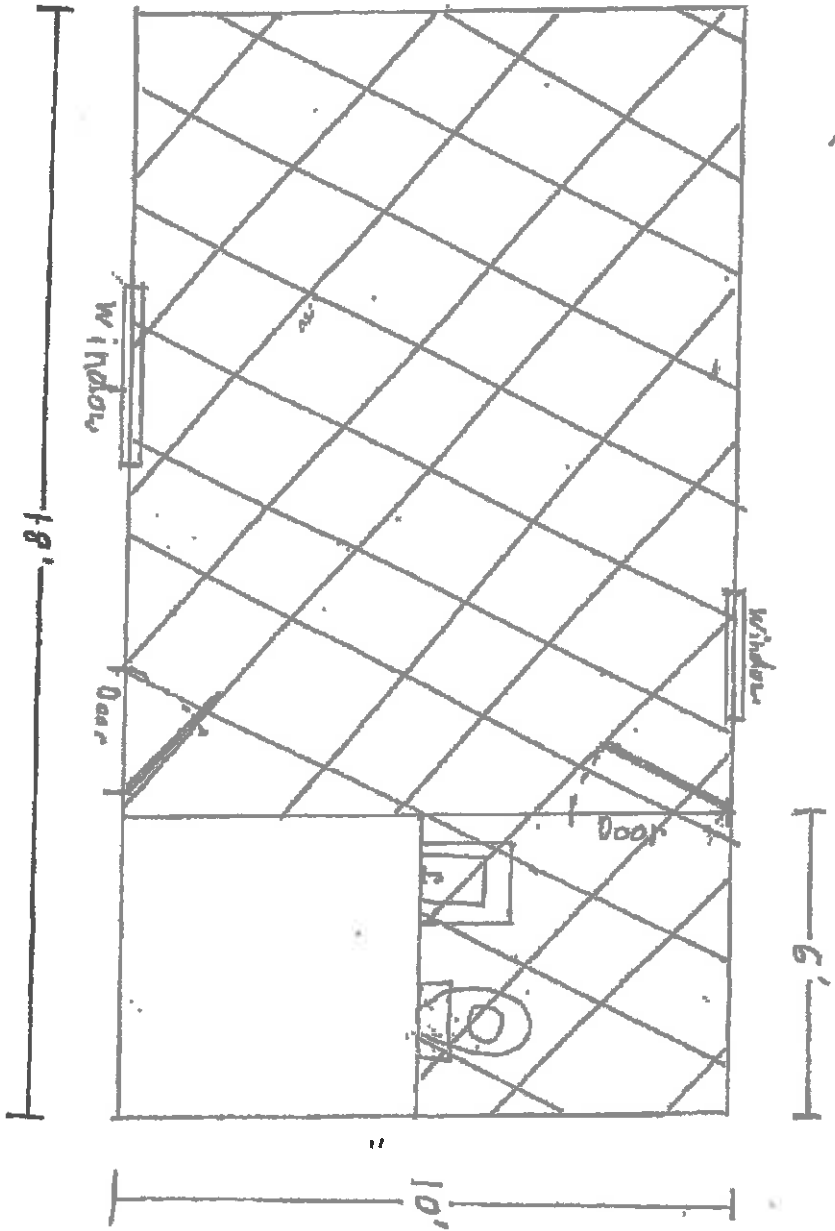
TENANT

LANDLORD

Lissette Tenorio

By: _____

Its: _____



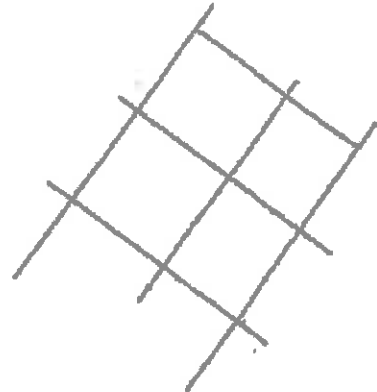

 = Leased
 Premises

Exhibit "A"

10/3 08 ctk

**STATION AGREEMENT BETWEEN THE CITY OF BERWYN
AND BNSF RAILWAY COMPANY**

THIS STATION AGREEMENT ("Agreement") is made to be effective as of May 1, 2006 (the "Effective Date") by and between the CITY OF BERWYN, ILLINOIS, a home rule municipal corporation (the "Municipality"), and BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF").

RECITALS

A. Municipality and Burlington Northern, Inc., predecessor-in-interest to BNSF, entered into that certain Contract and Lease Agreement dated March 1, 1979 (the "Original Lease"), regarding certain premises along and adjacent to BNSF's line of railroad within Municipality's boundaries, such premises being further described therein.

B. Municipality and Burlington Northern Railroad Company, predecessor-in-interest to BNSF, entered into that certain First Amendment to Contract and Lease Agreement dated March 17, 1986 (the "First Amendment"), whereby the parties amended the Original Lease to, among other things, extend the term thereof. The Original Lease as amended by the terms of the First Amendment shall be referred to herein as the "Lease".

C. The Lease expired April 30, 2006.

D. Municipality and BNSF wish to agree with each other concerning the continued use of the premises described in the Lease under terms and conditions providing for the rights and obligations of the parties.

AGREEMENTS

NOW, THEREFORE, in order to continue to promote public safety and comfort in the Commuter Stations (defined below), to ensure that these travel facilities continue to be properly maintained and repaired, and the grounds around them properly cared for and beautified, and in consideration of the mutual covenants and agreements hereinafter set forth, Municipality does hereby contract, promise and agree with BNSF, and BNSF does likewise contract, promise and agree with Municipality, as follows:

Section 1. LEASE OF PROPERTIES

A. For an annual rental of One Dollar (\$1.00) payable by Municipality, BNSF hereby leases to Municipality and Municipality does hereby lease from BNSF the parcels of land described in Exhibit "A" attached hereto, but exclusive of any and all improvements thereon (collectively, the "Leased Premises"), for a period of twenty-five (25) years (the "Term") commencing May 1, 2006, and expiring April 30, 2031, unless earlier terminated as provided herein. The Leased Premises encompass the three commuter stations known as: (i) Berwyn Depot, located at or near the intersection of Oak Park Avenue and Windsor Avenue; (ii) LaVergne Station, located at or near the intersection of Ridgeland Avenue and Windsor Avenue; and (iii) Harlem Avenue Station, located at or near the intersection of Harlem Avenue and

Windsor Avenue (collectively, the "Commuter Stations"). The legal descriptions of the Leased Premises are shown on Exhibit "A" attached hereto and by this reference made a part hereof.

Provided, however, that BNSF reserves unto itself, its successors, assigns and licensees the right to use the Leased Premises in the general conduct of its railroad business, to operate and maintain pipelines, telephone, fiber optic lines, signal lines, electric transmission lines and other facilities of like character as may now or in the future exist upon, over or under said Leased Premises, and to construct, operate, maintain and renew such additional facilities thereon so long as the same will not interfere with the use of said Leased Premises for the purposes hereinafter set forth.

B. Municipality shall use the Leased Premises only for the following purposes and for no other purpose whatsoever:

- (1) to provide BNSF's patrons with commuter station Facilities (as hereinafter defined), including without limitation a waiting room or rooms, platforms, canopies and other appropriate facilities adequate for current patronage use;
- (2) to provide and maintain parking stalls in associated parking facilities and along the Leased Premises;
- (3) to provide facilities on or in conjunction with the Leased Premises for convenient drop-off or pick-up of BNSF's patrons, either by car or by bus, at the Commuter Stations; and
- (4) for such other uses as are expressly permitted under the terms of this Agreement or pursuant to separate agreement.

C. Municipality agrees that none of the Leased Premises will be used, nor will Municipality permit the Leased Premises to be used, for parking within twenty (20) feet of the center line of any trackage.

D. Any portion of the Leased Premises within twenty (20) feet from the nearest rail of BNSF's trackage can only be used for the construction, maintenance, repair and renewal of platforms, canopies and landscaping only (subject to legal clearance requirements) and for no other purpose whatsoever.

E. During the Term of this Agreement, Municipality shall pay or cause to be paid all taxes, special assessments, license fees or other governmental charges or fees which may become due or which may be assessed or levied upon or against the Leased Premises or any Facilities located thereon, or in any manner arising from or growing out of any activities conducted on the Leased Premises by Municipality, its subtenants, licensees or assigns. Such taxes, special assessments, license fees or other governmental charges or fees may be treated for the purpose of this Agreement as Leased Premises Costs within the provisions of Section 5 below.

Section 2. FACILITIES

As a result of a prior sale of the station building, platforms, canopies, stairways, lighting, shelters, entrances and exits, sidewalks, driveways and walkways (collectively, these improvements, including any subsequent improvements thereto or replacements thereof, are

referred to herein as the "Facilities") from BNSF to Municipality pursuant to the terms enumerated in the Original Lease, Municipality possesses all rights, title and interest in and to the Facilities at and near the Harlem Avenue Station. BNSF retains all rights, title and interest in and to the Facilities at and near the Berwyn Depot and the LaVergne Station.

Section 3. USE OF LEASED PREMISES AND FACILITIES BY MUNICIPALITY

A. Municipality agrees that the Leased Premises and Facilities located thereon will be used for the provision of commuter rail service, unless such continued use is made impossible by lawful action of the Regional Transportation Authority or unless BNSF is lawfully permitted to cease operations. The Facilities shall be so used for the Term of the Agreement as set forth in Section 1 above or for the period of the useful life of such Facilities, whichever is less. The Facilities shall be operated and utilized for the use, comfort, safety and convenience of the patrons of BNSF's commuter train services.

B. Subject to the prior written approval of BNSF, and upon reasonable financial terms to be mutually agreed upon by the parties, Municipality shall be permitted to utilize the Leased Premises and Facilities located thereon for the location and operation of commercial, retail or municipal enterprises, provided that they do not unduly interfere with the use of the Leased Premises and Facilities for the purposes contemplated by this Agreement. Any revenues realized from the use of the Leased Premises or Facilities, including without limitation revenues generated by parking fees, commercial, retail or municipal enterprises as permitted herein (collectively, "Leased Premises Revenues"), shall be applied by Municipality against Leased Premises Costs (as hereinafter defined) as set forth in Section 5 below.

C. Municipality agrees not to construct any Facilities or other improvements upon the Leased Premises without the prior written consent of BNSF of the proposed use, such approval to be in BNSF's reasonable discretion. If the proposed use is approved by BNSF in writing, all Facilities or other improvements constructed upon the Leased Premises must be approved in advance of construction by BNSF with respect to design, location and construction standards. Failure of BNSF to give such approval, conditional approval or disapproval within sixty (60) days after receipt of Municipality's submission of design plans, location and construction standards shall constitute approval.

D. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, however; Municipality will not (a) use, occupy or permit the use or occupancy of the Leased Premises in any manner which violates any law, statute, regulation, ordinance, order, covenant, restriction or decision of any court of competent jurisdiction, or is dangerous to life or property, or creates a public or private nuisance, or for a use other than a permitted use hereunder; (b) keep, or permit to be kept, any substance in or conduct, or permit to be conducted, any operation from the Leased Premises which might emit offensive odors or conditions, or make undue noise or create undue vibrations; or (c) commit or permit to remain any waste to the Leased Premises. Additionally, in no event shall Municipality use, occupy or permit the use or occupancy of the Leased Premises for any of the following: (i) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; (ii) any type of "flea-market" or "tent" sales; (iii) any pool or billiard room; (iv) any amusement arcade, "bingo" parlor, or game center; (v) any type of bar, tavern, nightclub or discotheque; (vi) any type of "head shop"; (vii) any massage parlor, modeling studio, tanning salon or establishment where men or women are engaged in salacious activities or any type of establishment that would be considered a sexually oriented business by prevailing community standards; or (viii) any business engaged in the rental and/or sale of pornographic literature or video products.

Section 4. WAIVERS OF LIEN

Municipality agrees to require each Contractor (as hereinafter defined) performing any work upon the Leased Premises to furnish waivers of lien prior to making final payment to such Contractor.

Section 5. LEASED PREMISES REVENUES AND COSTS

A. During the Term of this Agreement, Municipality shall collect and apply the Leased Premises Revenues to the payment of all reasonable and actual costs and expenses of operating, maintaining, repairing, cleaning, heating, insuring and lighting the Facilities on the Leased Premises, including the cost of snow and ice removal, grass and weed cutting, tree and shrubbery care and sewer, water and other utility charges, including a reasonable allocation of administrative overhead not included in the foregoing charges (collectively, "Leased Premises Costs").

B. After Municipality shall have been fully reimbursed for all Leased Premises Costs, the balance, if any, of any Leased Premises Revenues earned on the Leased Premises shall be set aside to cover the cost of any commuter-related capital expenditures or major maintenance work on the Leased Premises.

C. Municipality shall keep adequate records concerning the collection of Leased Premises Revenues from the Leased Premises, and of all Leased Premises Costs, and shall institute and maintain adequate internal controls for the proper collection and accounting for such Leased Premises Revenues and Leased Premises Costs. Once a year, BNSF may request paper copies of the Municipality's financial reports and budgets regarding Leased Premises Revenues. Municipality shall send paper copies of requested documents to BNSF within thirty (30) days of receipt of request. In addition to and not in limitation of the foregoing, BNSF shall have the right, upon ten (10) days' notice, to examine the books and records of Municipality relative to the collection of such Leased Premises Revenues and the payment of such Leased Premises Costs.

E. Municipality may receive donations to finance operations, maintenance and reconstruction of the Berwyn Depot and such donations shall not be included in Leased Premises Revenues.

Section 6. MAINTENANCE AND OPERATION OF LEASED PREMISES

A. During the Term of this Agreement, Municipality shall operate, maintain and repair, as necessary, the Facilities located on the Leased Premises, and shall keep the Facilities and the Leased Premises in a good state of repair, appearance, order and cleanliness, corresponding to standards that apply to public buildings, grounds and facilities otherwise owned or operated by Municipality.

B. As part of its obligation to operate the Facilities, Municipality shall provide:

- (1) two parking spaces each at each Commuter Station that has a ticket agent, and one parking space at each Commuter Station that does not have a ticket agent, and one parking space at each grade crossing, all such parking spaces to be reserved for BNSF's sole and exclusive use.

Municipality shall cause such spaces to be appropriately marked for BNSF's exclusive use, and Municipality shall police such spaces and spots to ensure BNSF's exclusive use;

- (2) an enclosed room, no smaller than eight (8) feet by eight (8) feet in size, at the Berwyn Depot suitable for BNSF's use as an agency room for ticket sales and for public information purposes (the "Agency Room"). Municipality, as part of the Leased Premises Costs, shall equip the Agency Room with the following:
 - (i) a private toilet and wash basin, for BNSF's sole and exclusive use
 - (ii) heating and air conditioning
 - (iii) a built-in patron window
 - (iv) a cash and record storage drawer
 - (v) a three (3) drawer filing cabinet
 - (vi) a small safe and built-in desk;
- (3) heat, water and light to the Commuter Stations, including the Agency Room at the Berwyn Depot, and shall cause each of the Commuter Stations to be open and heated in accordance with the requirements lawfully imposed by the agency regulating the service; and
- (4) all commuter parking improvements shall be designed, constructed and installed by, or for and on behalf of Municipality, but each such improvement located on the Leased Premises shall be subject to BNSF's prior written approval regarding plans, specifications and location, which approval shall not be unreasonably withheld.

C. When necessary to the safety and convenience of persons using the Leased Premises, Municipality shall promptly remove ice and snow from the platforms, entrances, exits, sidewalks, driveways and parking areas, located on the Leased Premises, and when necessary, shall de-ice the same (except for parking areas) with commercial products in order that they will be suitable for use.

Section 7. PARKING

A. During the Term, Municipality shall allow commuter patrons at least twelve (12) hours of continuous commuter parking at rates as may from time to time be established by the Berwyn City Council by ordinance, which rates shall be established at a level high enough to cover the Leased Premises Costs; provided that in no event shall Municipality charge a rate of less than \$30.00 per month and not less than \$2.00 for twelve (12) hours. The parties stipulate and agree that, at the Effective Date: (i) the parking rate for commuter parking is \$30.00 per month and \$2.00 for twelve (12) hours and (ii) the minimum number of parking spaces available at the Leased Premises for parking is 784, 5 of which are for BNSF employee parking.

B. 87 spaces at the Leased Premises may be used for non-commuter purposes so long as the monthly permit rate is collected and treated as Leased Premises Revenues. An additional 80 spaces may also be used for non-commuter purposes so long as replacement parking spaces are provided at a location acceptable to Metra and so long as the monthly permit rate is collected and treated as Leased Premises Revenue. A map illustrating the 177 non-commuter parking spaces at the Leased Premises is attached as Exhibit "B."

C. If Municipality wishes to reduce the number of parking spaces reserved for non-commuter uses it shall advise BNSF in writing of such reduction or of subsequent increases, but at no time shall there be more than 177 parking spaces at the Leased Premises used for non-commuter purposes. Further, BNSF may discontinue any non-commuter parking space use on the Leased Premises upon one hundred and eighty (180) day notice to Municipality, but only if Metra requests additional commuter parking on the Leased Premises.

D. Municipality may, from time to time, increase the parking rates charged patrons for use of commuter parking spaces located on the Leased Premises, provided that such increases shall be subject to the prior approval of BNSF. In the event Municipality proposes to increase such rates, Municipality shall provide a written notice to BNSF of the proposed increase. If BNSF shall fail to approve or disapprove such rate increase in writing within a period of sixty (60) days from the date that notice is received, approval shall be deemed to have been given and Municipality may institute the proposed increase. General parking may be permitted at commuter spaces on the Leased Premises after 5:00 p.m. on weekdays and, additionally all day on Saturdays, Sundays and holidays, with or without charge, providing the same shall not interfere with the needs of the commuting public on the following day.

E. During the Term, the number of commuter parking spaces available at the Leased Premises may be relocated, traded, and/or reduced from time to time as agreed by the parties in writing.

Section 8. INSURANCE

For purposes of this Section 8, "Railroad" shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each. Municipality shall mean "City of Berwyn Municipal Corporation," and its officers, officials, agents, employees, and authorized representatives.

Municipality is allowed to self-insure without the prior written consent of Railroad. Unless otherwise covered by any risk insurance policy provisions, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Municipality in lieu of insurance in an amount not to exceed \$1,000,000.00 in aggregate. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Municipality's insurance will be covered as if Municipality elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Municipality promises and agrees, during the Term of this Agreement, to provide adequate proof of self-insured retention or other financial responsibility to Railroad, such proof to demonstrate to Railroad's satisfaction that Municipality's self-insurance or other financial responsibility provides substantially the following coverages and minimum amounts, and meets the other standards and requirements stated herein.

In the alternative to self insurance, Municipality may furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provisions shall be indicated on the certificate of insurance. In the event of a claim or lawsuit

Involving Railroad arising out of this Agreement, Municipality will make available any required policy covering such claim or lawsuit. Required coverage in the event Municipality elects to obtain insurance from an insurance company will be as follows:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000. Coverage must be purchased on a post 1988 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations
- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily Injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ◆ Municipality's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Other Requirements:

All policy(ies) (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and Railroad shall be named as an additional insured with respect to work performed under this Agreement. Severability of interest and naming Railroad as additional insured shall be indicated on the certificate of insurance.

Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Failure to provide evidence as required by this Section 8 shall entitle, but not require, Railroad to terminate this Agreement pursuant to Section 11(A). Acceptance of a certificate that does not comply with this Section 8 shall not operate as a waiver of Municipality's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Municipality shall not be deemed to release or diminish the liability of Municipality. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

The ballasted right-of-way and tracks are not part of the Leased Premises, and it is understood that such areas are excluded from this insurance requirement.

Section 9. PROCEDURES AS TO REPAIRS, TERMINATION OF PRIOR AGREEMENTS AND PROHIBITION OF ASSIGNMENT

A. To the extent any Facilities or other improvements are constructed, improved or rehabilitated by Municipality under the terms of this Agreement, Municipality shall arrange therefore at its expense, using outside Contractors if it chooses. When necessary, Municipality shall arrange for the repair and replacement of any Facilities or other improvements located or to be located on the Leased Premises, using Leased Premises Revenues, other revenues and/or insurance proceeds, as the case may be, for such repairs and replacements.

B. With respect to capital replacement of all or any portion of the Facilities at the end of such Facilities' (or portion thereof) useful life, BNSF and Municipality will jointly seek appropriate funding to make necessary capital improvements to the Facilities. Under no circumstances will either BNSF or Municipality be individually obligated to bear the entire cost of capital improvements to the Facilities at the end of such Facilities' (or portion thereof) useful life.

C. This Agreement is effective as of May 1, 2006, without prejudice to any liability accrued prior to this effective date. This Agreement may be modified only by a written agreement signed by BNSF and Municipality.

D. Municipality may not transfer or assign this Agreement to any other person or party without the prior written consent of BNSF, and any successor to Municipality will be required in writing to fulfill all of the requirements, terms and conditions herein contained.

Section 10. MUNICIPALITY'S USE OF CONTRACT SERVICES

It is understood and agreed that Municipality may contract with outside parties to furnish maintenance or operational services in and about the Leased Premises, and Municipality may reimburse itself for the cost of those contract services as Leased Premises Costs under the provisions of Section 5 above.

Section 11. TERMINATION CLAUSE

A. If either party to this Agreement shall fail to perform its substantive duties and obligations hereunder, the other party may deliver a written complaint to the delinquent party specifying the claimed failures, and demanding they be corrected. If the notified party fails to satisfy this demand, or fails to adequately satisfy said demand within forty (40) days, the complaining party may, upon thirty (30) days' written notice to the delinquent party, declare this Agreement to be terminated.

B. After such termination, each party may pursue such legal remedies as it may elect to serve its own interest.

C. If BNSF ceases commuter rail passenger service to the Harlem Station, then the Facilities located at the Harlem Station shall revert to BNSF and this Agreement will terminate solely with respect to the Harlem Station; provided that in such event this Agreement shall continue in full force and effect as to the other Commuter Stations. If BNSF ceases commuter rail passenger service to the Berwyn Depot and/or LaVergne Station, then this Agreement will terminate solely with respect to the location or locations where such service has ceased; provided that in such event this Agreement shall continue in full force and effect as to the other Commuter Stations to which commuter rail passenger service is still being provided.

Section 12. CONTRACTORS' INSURANCE REQUIREMENT

In all contracts executed by Municipality for the construction, rehabilitation, improvement, repair or maintenance of the Facilities or other structures or improvements located on the Leased Premises, or to be located on such Leased Premises, Municipality will require appropriate clauses to be inserted into its contracts requiring Municipality's outside consultants, contractors and subcontractors of any tier (collectively, "Contractors") to indemnify BNSF and Municipality, and their affiliated companies and each of their partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, the "Indemnitees"), for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively, "Liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) the work performed or to be performed by such Contractor, even if such Liabilities arise from or are attributed to, in whole or in part, any negligence of any Indemnitee. In addition, prior to the commencement of any construction, rehabilitation, improvement, repair or maintenance activities on the Leased Premises by any Contractor pursuant to a contract or contracts that sets forth a total amount (including costs of labor, materials and overhead and profit) to be paid to Contractor that equals or exceeds \$50,000, Municipality shall require each such Contractor to review and execute BNSF's then-current standard agreement between BNSF and contractors for work to be performed on BNSF property ("Standard Contractor Agreement").

Section 13. SUPERVISION

Municipality promises and agrees that it will appoint and employ competent engineers to supervise all Contractors' activities on the Leased Premises during the Term of this Agreement, and Municipality further promises and agrees that it will, by appropriate means of inspection or testing, or otherwise, assure itself that all Contractors working upon the Leased Premises will have fully complied with all specifications and requirements of their respective agreements. When any such Contractor's work has been completed to the satisfaction of Municipality, Municipality will promptly notify BNSF in writing of that fact.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date below each party's signature; to be effective, however, as of the Effective Date.

MUNICIPALITY:

City of Berwyn, Illinois, a home rule municipal corporation

By: *Michael A. O'Connor*
Name: Michael A. O'Connor
Title: Mayor
Date: _____
Attest: *[Signature]*
City Clerk



BNSF:

BNSF Railway Company, a Delaware corporation

By: *[Signature]*
Name: JANICIA J. CASLER
Title: DIRECTOR, SUSTAINABLE SERVICES
Date: 8/29/2008

EXHIBIT "A"

Description of Leased Premises

All those portions of the BNSF Railway Company's right-of-way in Section 31, T 39 N, R 1 E 3rd P.M. County of Cook, State of Illinois described as follows, to-wit:

Beginning at a point in the Easterly line of Harlem Avenue distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said second main track centerline to a point in the Westerly line of Wisconsin Avenue; thence Southerly along said Westerly line of Wisconsin Avenue a distance of 15 feet; thence Easterly along a line parallel with and distant 47 feet, measured at right angles from the centerline of the 2nd main track, to a point in the Easterly line of Wisconsin Avenue; thence Northerly along said Easterly line of Wisconsin Avenue a distance of 15 feet; thence Easterly along a line parallel with and distant 62 feet North measured at right angles to said centerline of the 2nd main track to a point in the Westerly line of Home Avenue; thence Southerly along said Westerly line of Home Avenue to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline of the 2nd main track a distance of 620 feet more or less to the Easterly end of an asphalt platform; thence Southerly at right angles a distance of 5 feet; thence Westerly parallel with said centerline of the 2nd main track to a point in the Easterly line of said Harlem Avenue; thence Northerly along said Easterly line of Harlem Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of said Harlem Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline of the 2nd main track a distance of 152 feet more or less to concrete platform; thence Northerly to a point distant 19 feet Southerly measured at right angles to the centerline of the 2nd main track; thence Easterly parallel with said centerline of the 2nd main track a distance of 850 feet more or less to a point; thence Southerly 5 feet to a point; thence Easterly parallel with said centerline of the 2nd main track to a point on the Westerly line of Home Avenue; thence Southerly along said Westerly line to a point distant 58 feet measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Wisconsin Avenue; thence Northerly along said Easterly line to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel to said centerline to a point on the Westerly line of said Wisconsin Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Westerly line of Maple Avenue; thence Southerly along said Westerly line to a point distant 83 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly to a point on the Easterly line of Harlem Avenue; thence Northerly along said Easterly line to the Point of Beginning; and Also

Beginning at a point in the Easterly line of Home Avenue distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly along a line parallel with said centerline to a point on the Westerly line of Kenilworth Avenue; thence Southerly along said Westerly line to a point distant 47 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Easterly line of said Kenilworth Avenue; thence Northerly along said Easterly line to a point distant 62 feet Northerly measured at right angles from said centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Grove Avenue; thence Southerly

along said Westerly line to a point distant 24 feet Northerly measured at right angles from said centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of said Home Avenue; thence Northerly along said Easterly line of Home Avenue to the Point of Beginning, and Also

Beginning at a point in the East line of Home Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point on the Westerly line of Grove Avenue; thence Southerly along said Westerly line to a point distant 45.5 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Easterly line of Kenilworth Avenue; thence Northerly along said Easterly line to a point distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Westerly line of said Kenilworth Avenue; thence Southerly along said Westerly line to a point distant 45.5 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel to said centerline to a point on the Easterly line of said Home Avenue; thence Northerly along said Easterly line of Home Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Grove Avenue, distant 62 feet Northerly, measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point on the Westerly line of Oak Park Avenue; thence Southerly along said Westerly line to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Easterly line of Grove Avenue; thence Northerly along said Easterly line of Grove Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Grove Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Oak Park Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline a distance of 100.05 feet; thence Southerly at right angles a distance of 30 feet; thence Westerly at right angles a distance of 60 feet; thence Northerly at right angles a distance of 15 feet; thence Westerly at right angles a distance of 15 feet; thence Northerly at right angles a distance of 15 feet; thence Westerly along a line parallel with and distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track to a point in the Easterly line of said Grove Avenue; thence Northerly along said Easterly line of Grove Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Oak Park Avenue distant 62 feet Northerly, measured at right angles from the centerline of the 2nd main track; thence Easterly parallel to said centerline to a point in the Westerly line of Wesley Avenue; thence Southerly along said Westerly line to a point distant 47 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to the Easterly line of said Wesley Avenue; thence Northerly along said Easterly line to a point distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel to said centerline to a point in the Westerly line of East Avenue; thence Southerly along said Westerly line to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline a distance of 462 feet more or less to Easterly end of Platform; thence South at right angles a distance of 5 feet to a point; thence Westerly along a line parallel with and distant 19 feet Northerly measured at right angles from the centerline of the 2nd main track to a point in the Easterly line of said Oak Park Avenue;

thence Northerly along said Easterly line of Oak Park Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Oak Park Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel to said centerline a distance of 455 feet to the Westerly end of a platform; thence Northerly at right angles a distance of 5 feet to a point distant 19 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of East Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Wesley Avenue; thence Northerly along said Easterly line to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Westerly line of said Wesley Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the centerline of Euclid Avenue; thence Northerly along the centerline of Euclid Avenue to a point distant 45.6 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Oak Park Avenue; thence Northerly along said Easterly line of Oak Park Avenue to the Point of Beginning, and Also

Beginning at a point on the Easterly line of East Avenue distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Gunderson Avenue; thence Southerly along said Westerly line to a point distant 47 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Easterly line of said Gunderson Avenue; thence Northerly along said Easterly line to a point distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Ridgeland Avenue; thence Southerly along said Westerly line to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of said East Avenue; thence Northerly along said East line of East Avenue; to the Point of Beginning, and Also

Beginning at a point in the Easterly line of East Avenue, distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Ridgeland Avenue; thence Southerly along said Westerly line to a point of intersection with the Northerly line of 70-foot wide Windsor Avenue; thence Westerly along said Northerly line of Windsor Avenue a distance of 318.2 feet to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Northerly extension of the Westerly line of Elmwood Avenue; thence Southerly along said Northerly extension of the Westerly line of Elmwood Avenue to a point distant 68 feet Southerly, measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Gunderson Avenue; thence Northerly along said Easterly line to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Westerly line of said Gunderson Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of East Avenue; thence Northerly along said Easterly line of East Avenue to the Point of Beginning.

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF BERWYN

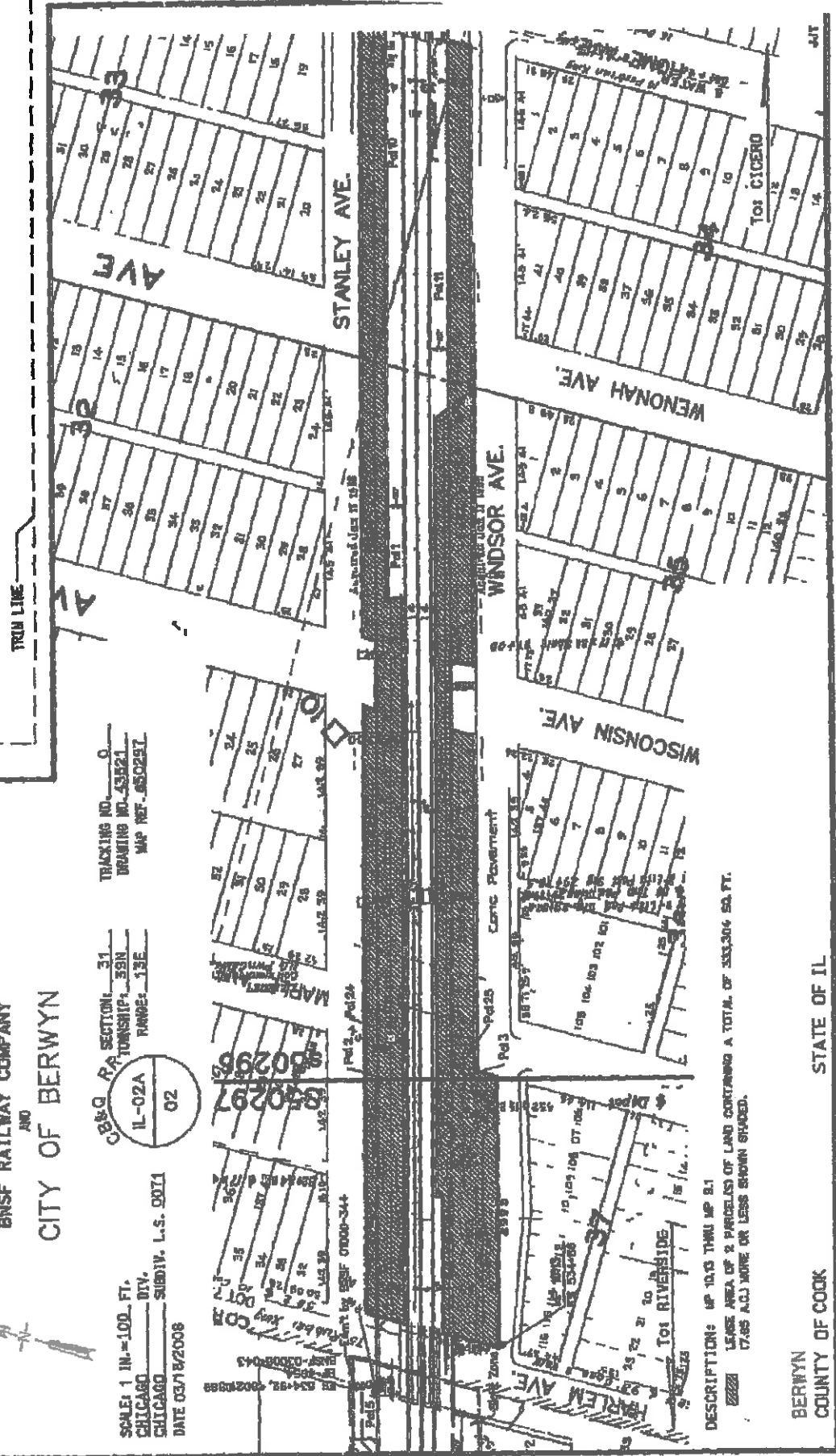


TRACKING NO. 0
 DRAWING NO. 43421
 MAP REF. 6502ST

C&D RR SECTION: 31
 TOWNSHIP: 33N
 RANGE: 73E

SCALE: 1 IN. = 100 FT.
 CHICAGO DIV.
 CHICAGO
 SUBDIV. L.S. 0011
 DATE 05/18/2008

IL-02A
 02



DESCRIPTION: UP 10.15 THRU MP 8.1
 LEASE AREA OF 2 PARCELS OF LAND CONTAINING A TOTAL OF 333,306 SQ. FT.
 17.65 A.C. MORE OR LESS SHOWN SHaded.

BERWYN
 COUNTY OF COOK

STATE OF IL

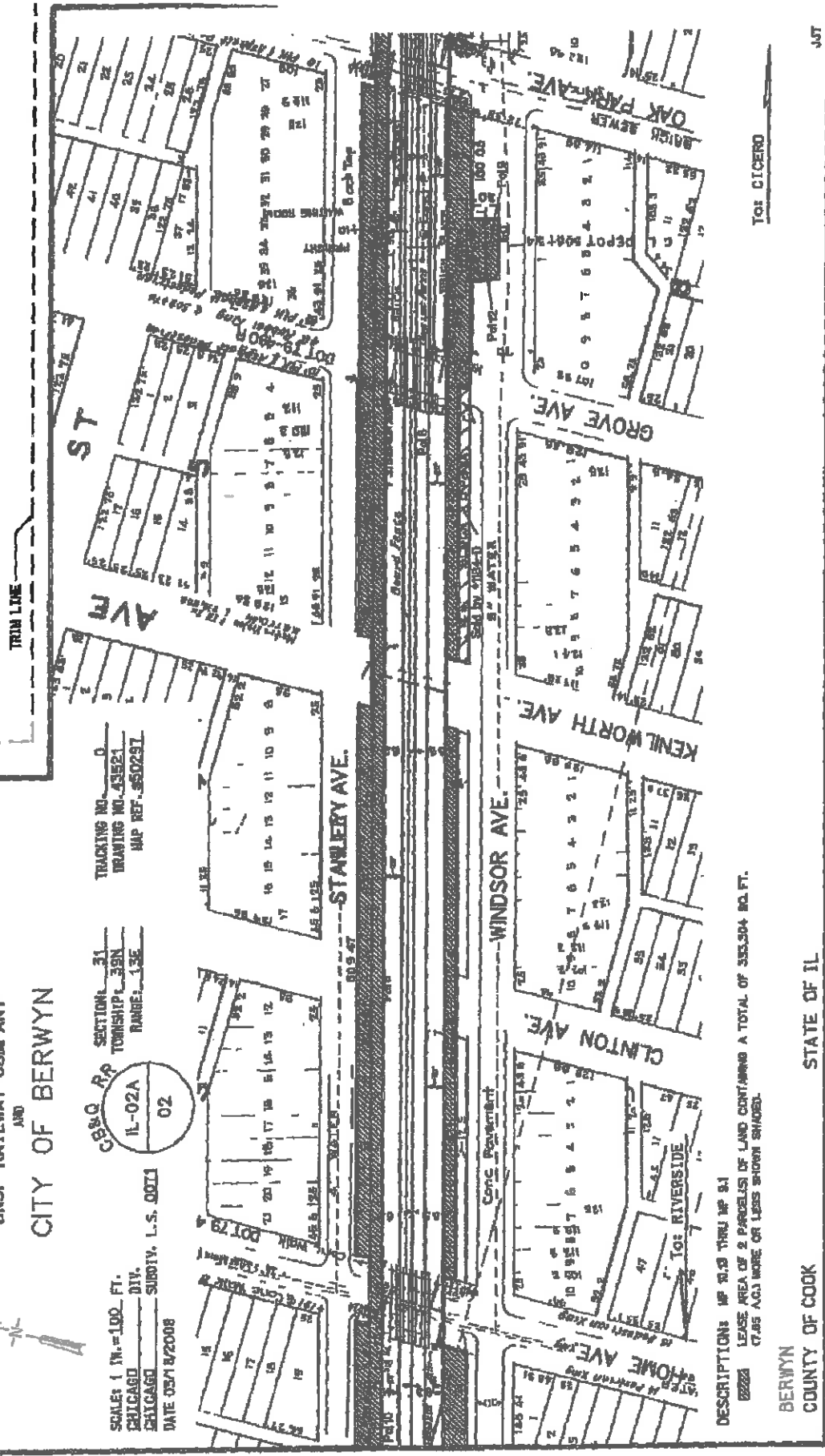
EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF BERWYN



SCALE: 1" = 100' FT.
 CHICAGO DIV.
 DATE: 05/18/2008

CB&Q RR SECTION: 31
 TOWNSHIP: 33N
 RANGE: 13E
 1L-02A
 02

TRACKING NO. 0
 DRAWING NO. 43521
 MAP REF. 550291



DESCRIPTIONS: MP 91.8 THRU MP 91
 LEASE AREA OF 2 PARCELS OF LAND CONTAINING A TOTAL OF 333,504 SQ. FT.
 (7.85 AC) MORE OR LESS SHOWN SHADED.

BERWYN
 COUNTY OF COOK
 STATE OF IL

TOT: CICERO

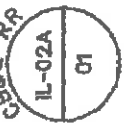
JUST

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF BERWYN



TRACKING NO. 0
 DRAWING NO. 43621
 MAP REF. 850291

C&N R.R. SECTION: 31
 TOWNSHIP: 33N
 RANGE: 13E



SCALE: 1 IN. = 100 FT.
 CHICAGO DIV.
 CHICAGO
 DATE 02/18/2008

SUBDIV. L.S. 00021

DESCRIPTION: MP 10.15 THRU MP 8.1
 LEASE AREA OF 2 PARCELS OF LAND CONTAINING A TOTAL OF 233,304 SQ. FT.
 (7,86 A.C.) MORE OR LESS SHOWN SHaded.

BERWYN COUNTY OF COOK
 STATE OF IL

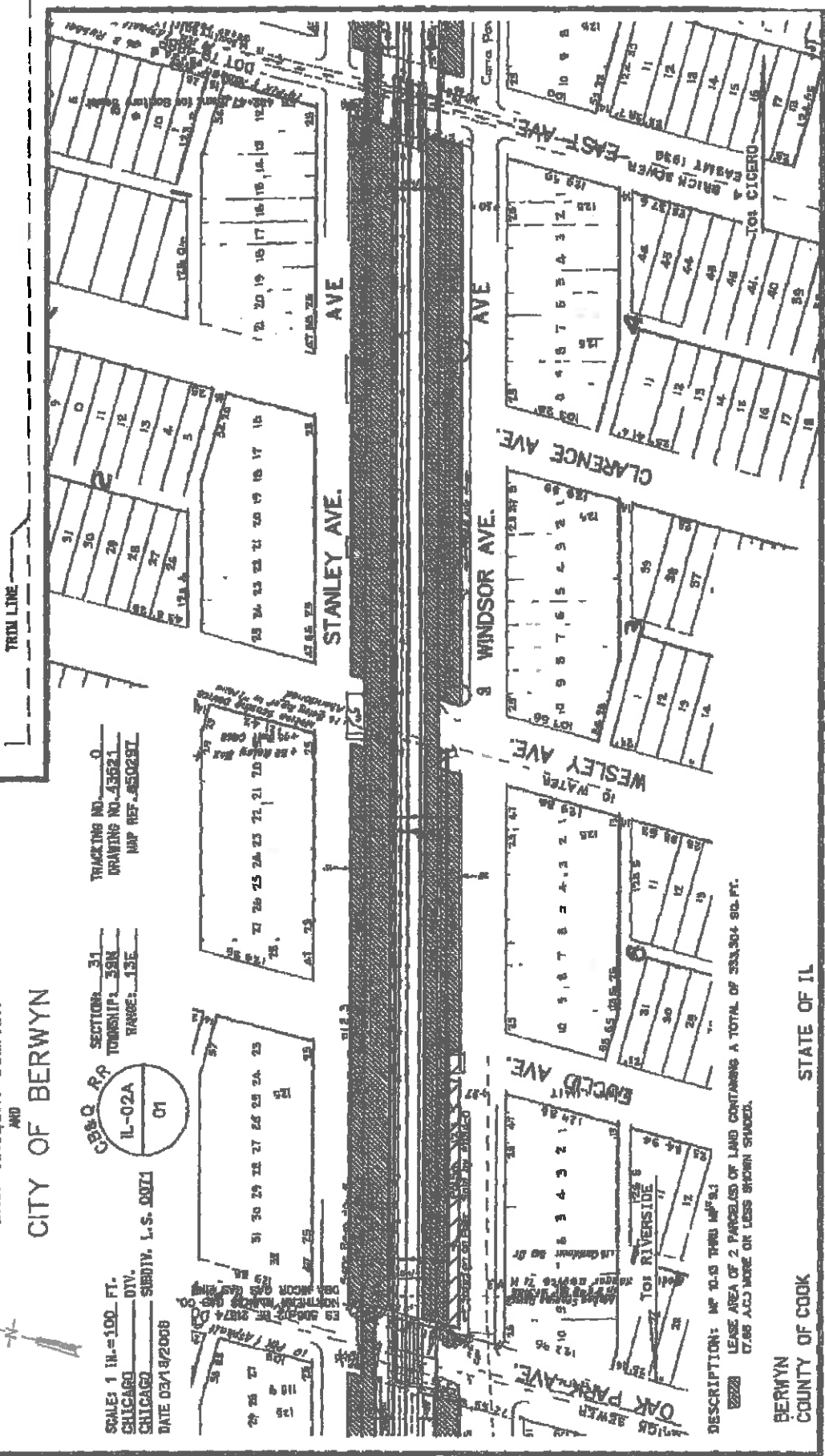


EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF BERWYN

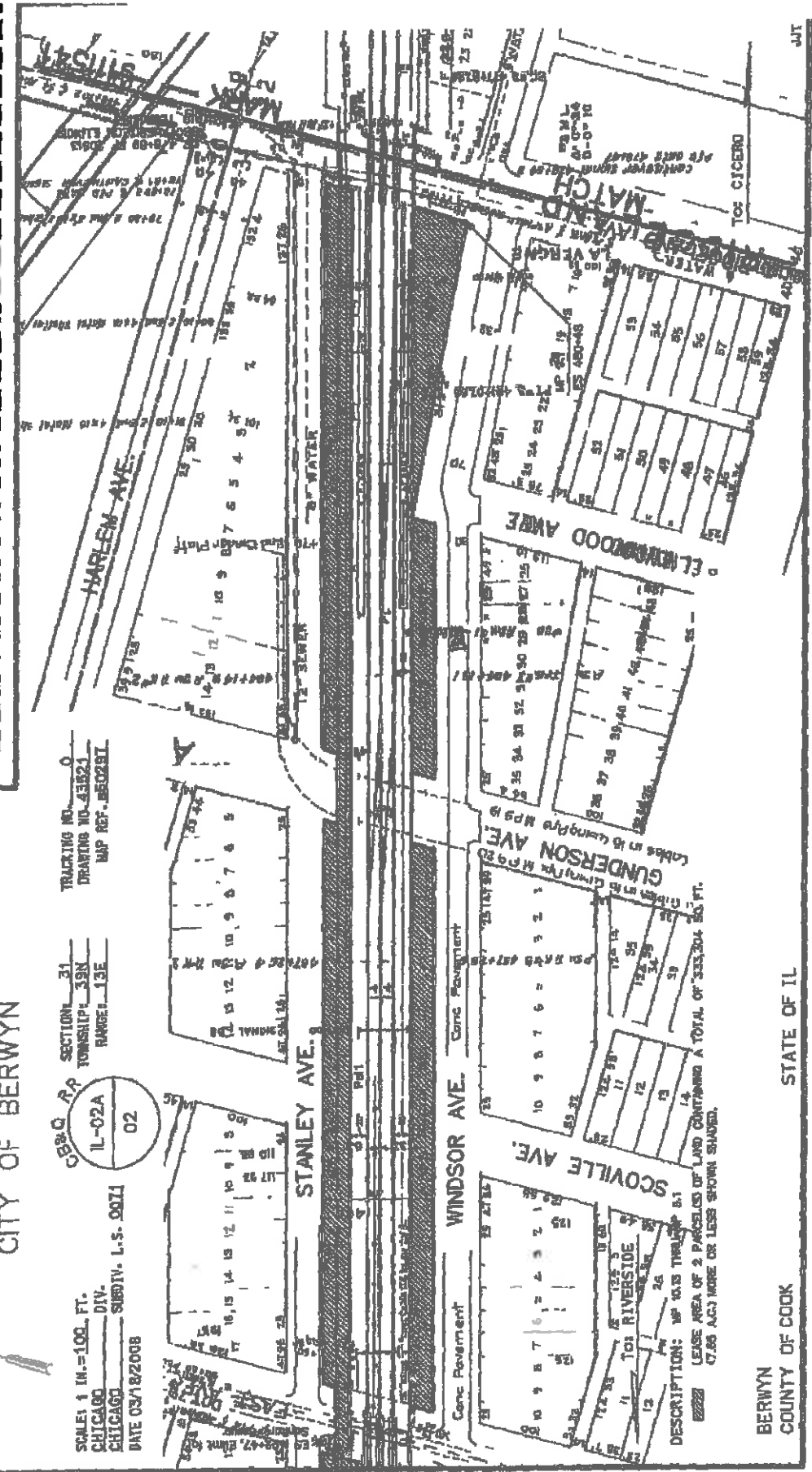


SCALE: 1 IN. = 100. FT.
 CHICAGO DIV.
 CHICAGO SUBDIV. L.S. 0021
 DATE 03/18/2008

C&N.O. RA SECTION 31
 TOWNSHIP 35N
 RANGE 13E

TRACKING NO. 0
 DRAWING NO. 43821
 MAP REF. 8002BT

IL-02A
 02



DESCRIPTION: MP 10.35 THROUGH 8.1
 LEASE AREA OF 2 PARCELS OF LAND CONTAINING A TOTAL OF 333,304 SQ. FT.
 (7.85 AC.) MORE OR LESS SHOWN SHaded.

BERWYN
COUNTY OF COOK

STATE OF IL

JUT

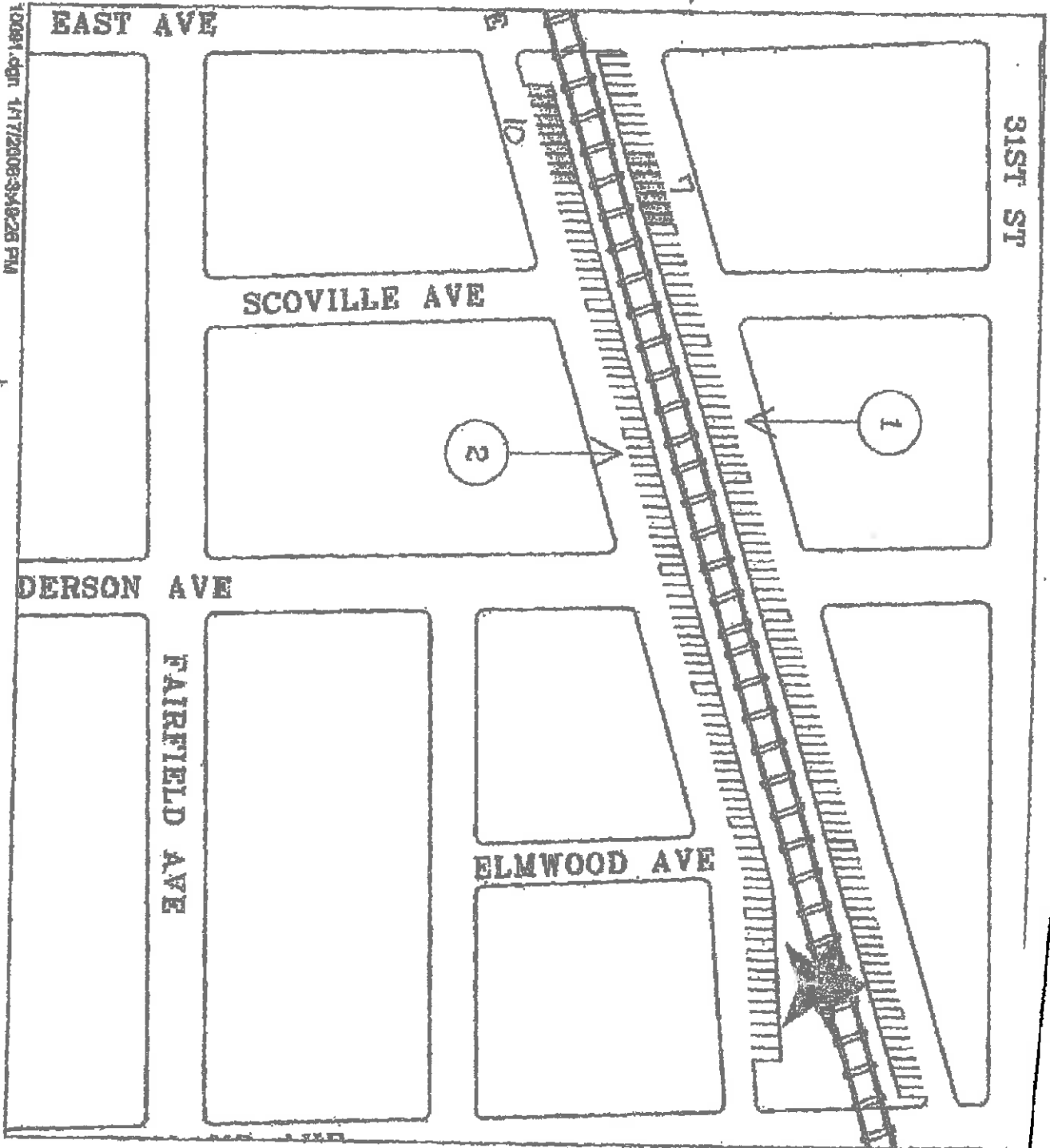
Exhibit B-1: Existing Non-Commuter Parking Map Individualized Per Station

Exhibit B-2: Proposed Non-Commuter Parking Map Individualized Per Station

Exhibit B-3: Metra Approved Non-Commuter Parking Map (Berwyn Station Only)

31ST ST

App -
Computer



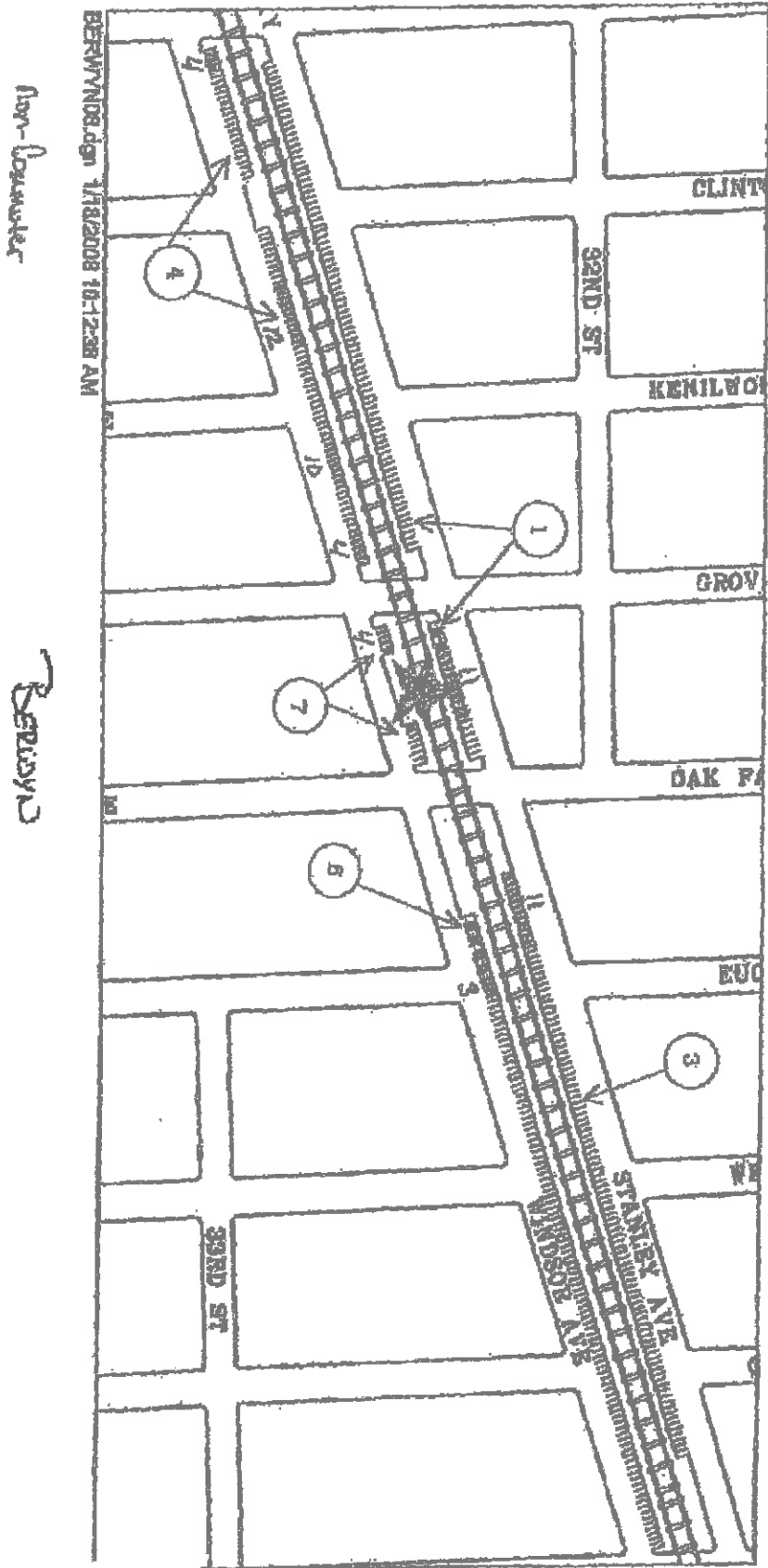
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Exhibit B-1

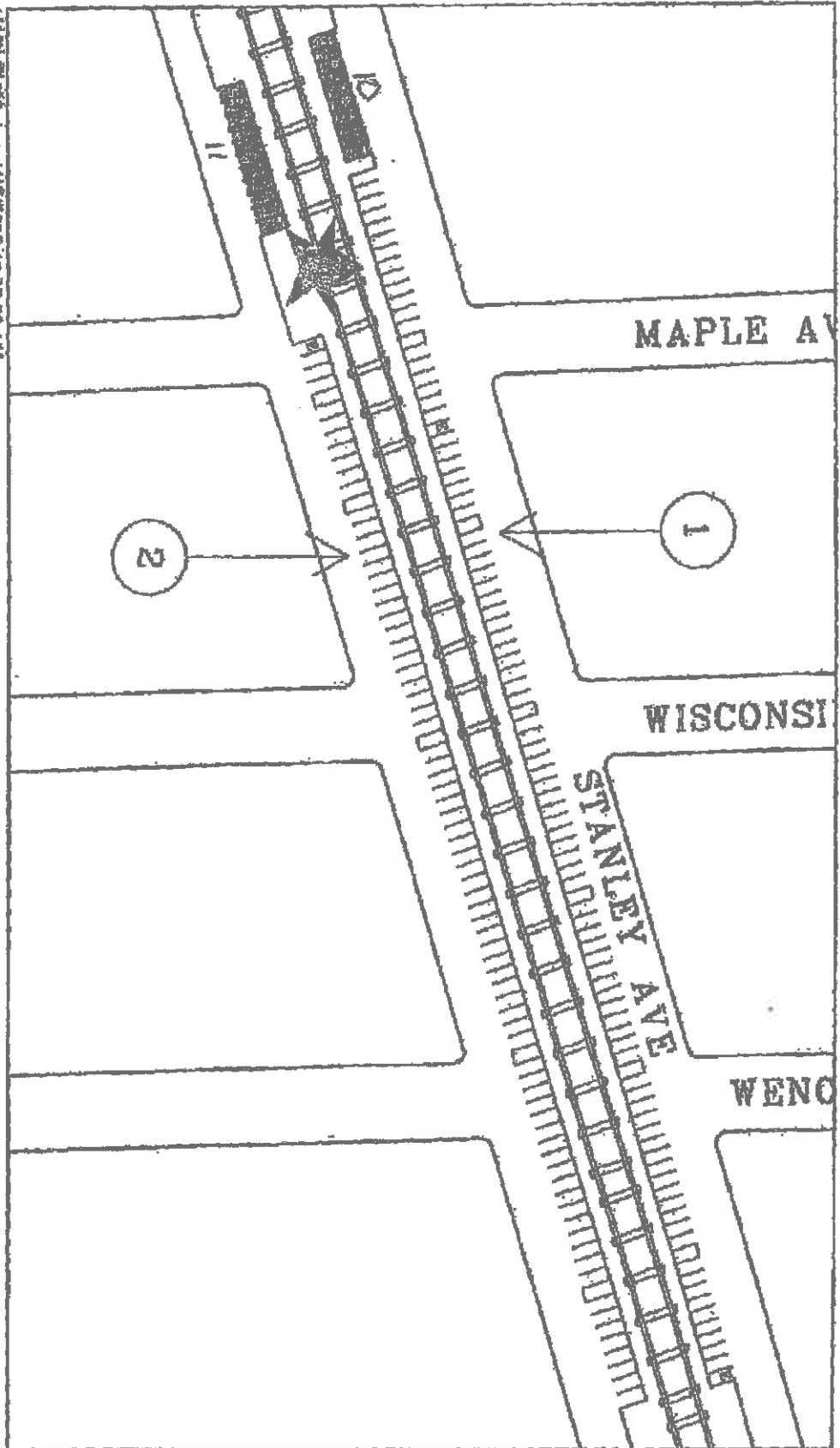
LAVELLE

Page 1

Exhibit B-1



Page 2



HARL ENR08.dgn 1/16/2008 10:18:00 AM

Nov - Cymmauter

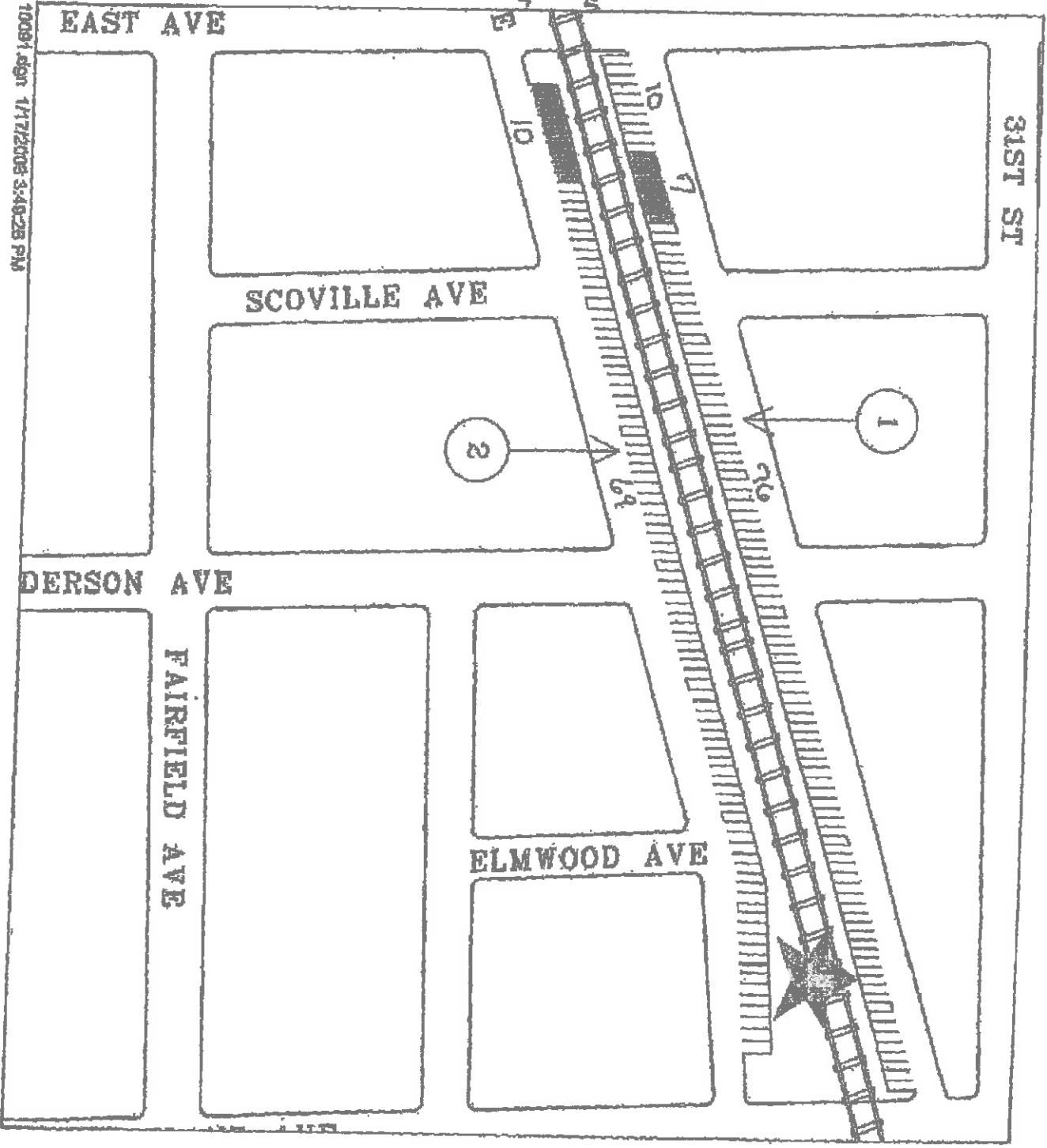
HARLEN

Exhibit B-1

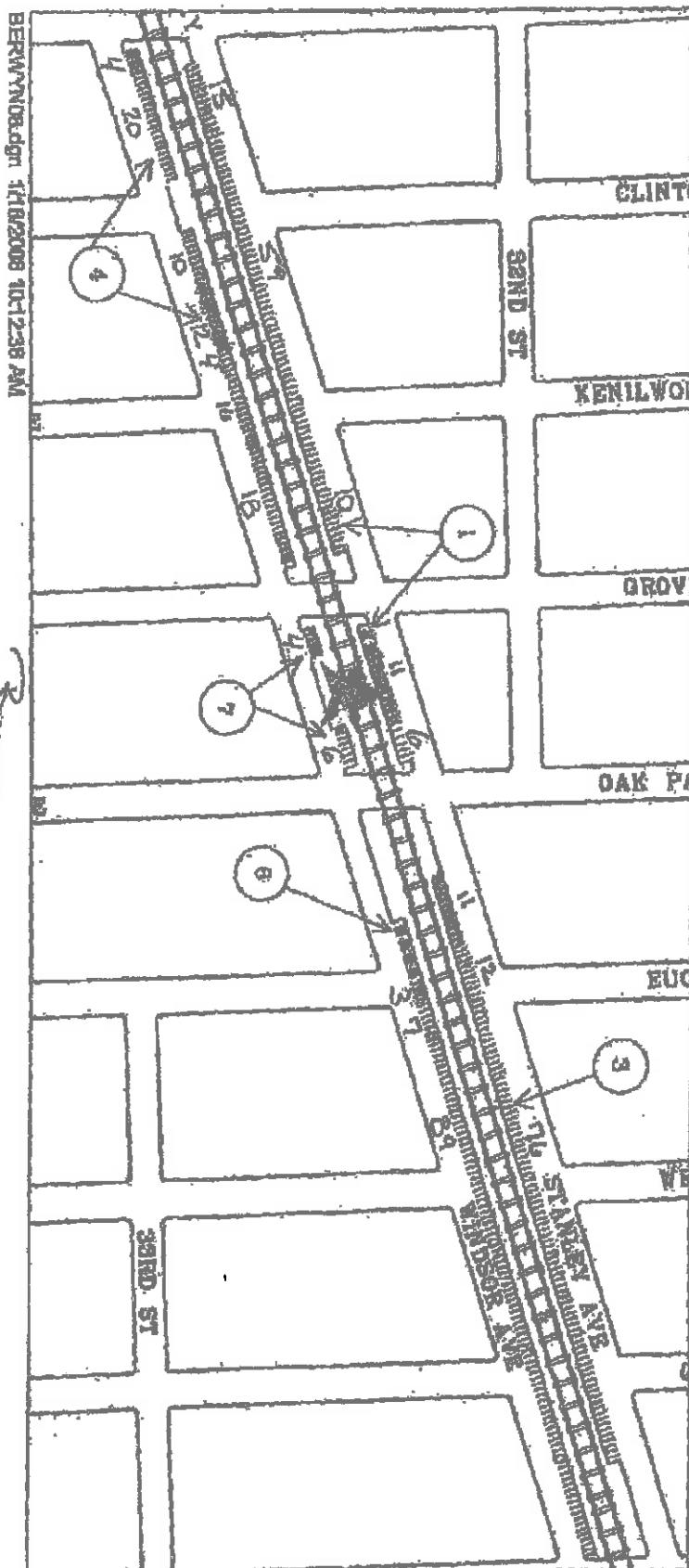
Page 3

Exhibit B-2

LAVERGNE



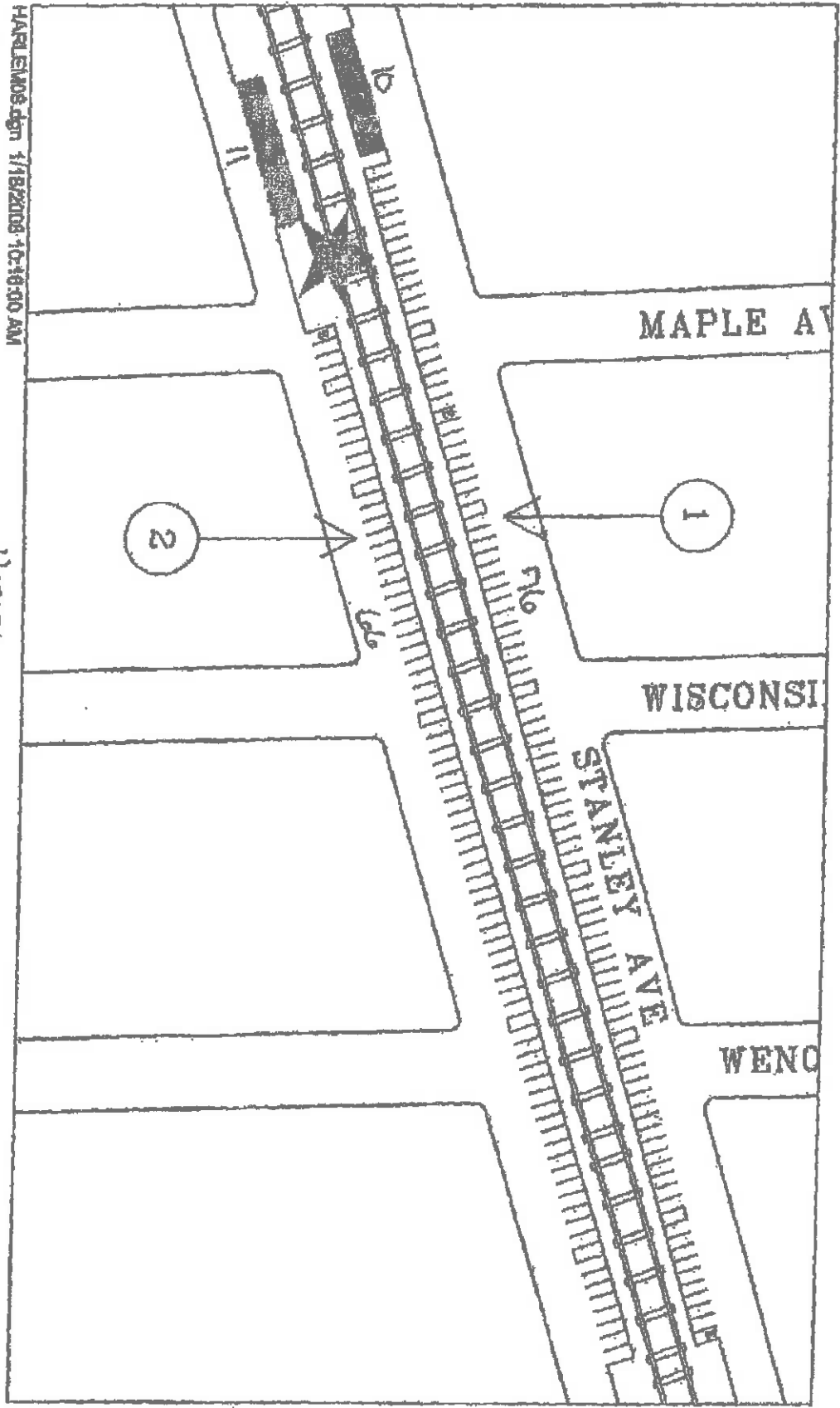
Page 1



New Don-Computer
Resting Not-Computer
Repositioned Don-Computer
No Color-Computer

Exhibit B-2

Page 2



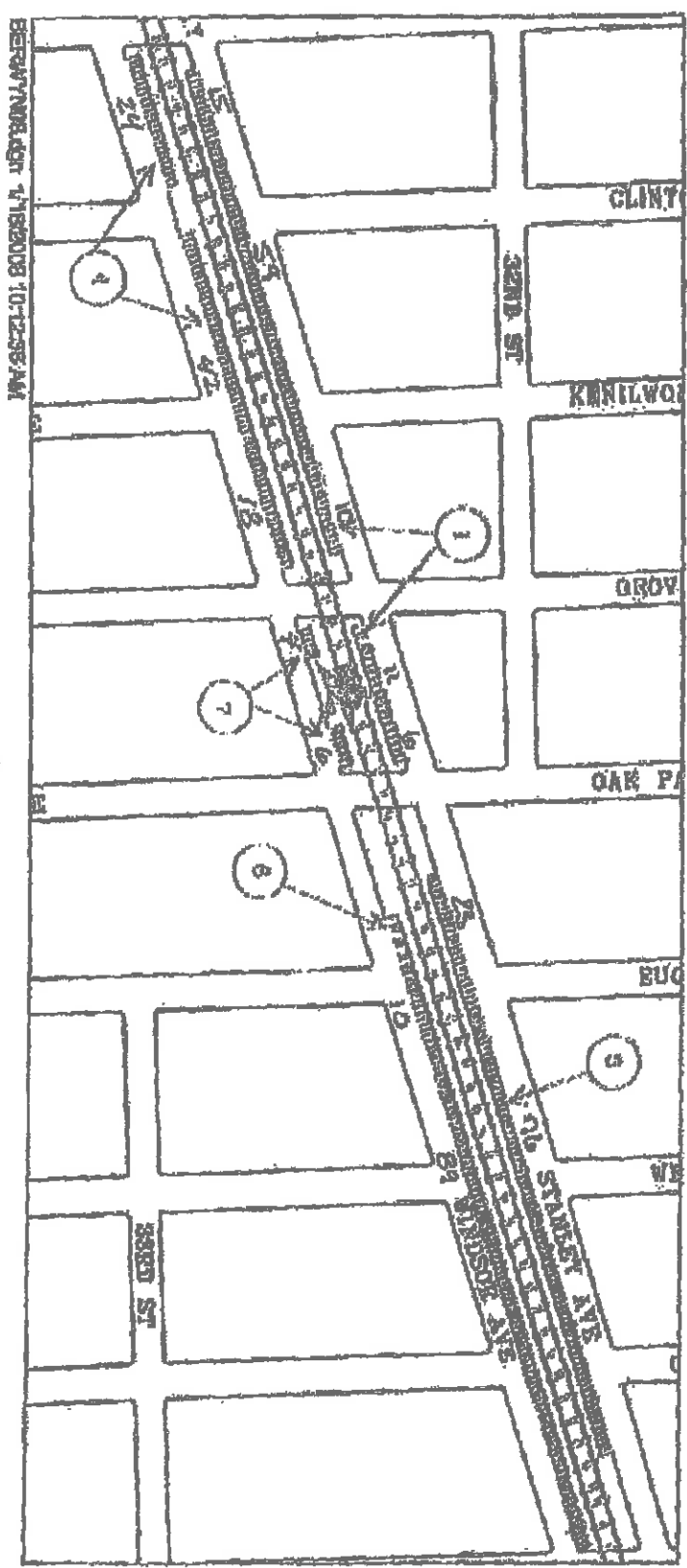
Existing Non-Commuter
No Color-1 Commuter

HARLEM from 1/18/2008 10:18:50 AM

HARLEM

Exhibit B-2

Page 3



Change Parking

Non-Residential Parking

Changes

- 1-2 increased Non-Residential 25 Spaces
- 3-2 increased Non-Residential 12 Spaces
- 4-4 increased Non-Residential 36 Spaces
- 6-2 increased Non-Residential 9 Spaces
- 7-0 no change
- 8-0 additional Non-Residential

Exhibit B-3

Page 1



A Century of Progress with Pride

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

April 20, 2018

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

Subject: Payroll April 18, 2018

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the April 24, 2018 meeting.

Payroll: April 18, 2018 in the amount of \$1,282,600.59

Respectfully Submitted,

Finance Department

K-2
The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

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

April 20, 2018

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

Subject: Payables April 24, 2018

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the April 24, 2018 meeting.

Payables: April 24, 2018 in the amount of \$1,345,339.78.

Respectfully Submitted,

Finance Department

Payment Register

From Payment Date: 4/21/2017 - To Payment Date: 4/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
45291	04/06/2018	Open			Accounts Payable	Insurance Program Managers Group	\$51,100.00		
45292	04/06/2018	Open			Accounts Payable	MRA	\$21,456.00		
45293	04/06/2018	Open			Accounts Payable	ALL SEASON FUTBOL	\$2,300.00		
45294	04/09/2018	Open			Accounts Payable	JNC Consulting, Inc.	\$1,150.00		
45295	04/09/2018	Open			Accounts Payable	BAYLOR YOUTH FOUNDATION	\$565.00		
45296	04/09/2018	Open			Accounts Payable	American Legal Publishing Corporation	\$241.45		
45297	04/09/2018	Open			Accounts Payable	Margaret Paul	\$1,067.56		
45298	04/09/2018	Open			Accounts Payable	AQUA FLOW PLUMBING CORP.	\$1,000.00		
45299	04/09/2018	Open			Accounts Payable	Berwyn Historical Society	\$10,000.00		
45300	04/10/2018	Open			Accounts Payable	Berwyn's Violet Flower Shop	\$160.00		
45301	04/10/2018	Open			Accounts Payable	Chase	\$318.01		
45302	04/10/2018	Open			Accounts Payable	Diamond Graphics, Inc.	\$40.00		
45303	04/10/2018	Open			Accounts Payable	Engineering Solutions Team	\$2,794.00		
45304	04/10/2018	Open			Accounts Payable	Occupational Health Centers of Illinois P.C.	\$240.00		
45305	04/17/2018	Open			Accounts Payable	James Scott Lennon	\$425.00		
45306	04/25/2018	Open			Accounts Payable	ABC Automotive Electronics	\$25,382.95		
45307	04/25/2018	Open			Accounts Payable	Air One Equipment, Inc.	\$252.40		
45308	04/25/2018	Open			Accounts Payable	Airgas USA, LLC	\$258.37		
45309	04/25/2018	Open			Accounts Payable	Al Warren Oil Company	\$33,427.40		
45310	04/25/2018	Open			Accounts Payable	AMS Electric, Inc.	\$3,915.00		
45311	04/25/2018	Open			Accounts Payable	Amy Gullo	\$28.29		
45312	04/25/2018	Open			Accounts Payable	Art Flo Shirt and Lettering	\$60.00		
45313	04/25/2018	Open			Accounts Payable	AT & T	\$1,550.24		
45314	04/25/2018	Open			Accounts Payable	Avalon Development	\$1,136.49		
45315	04/25/2018	Open			Accounts Payable	B. Davids Landscaping	\$485.00		
45316	04/25/2018	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$497.86		
45317	04/25/2018	Open			Accounts Payable	Barbara Bormann for Hamilton Data Corp.	\$800.00		
45318	04/25/2018	Open			Accounts Payable	Barge Terminal & Trucking	\$1,347.51		
45319	04/25/2018	Open			Accounts Payable	Baylor Youth Foundation	\$1,365.00		
45320	04/25/2018	Open			Accounts Payable	Bentley Systems, Inc.	\$1,980.00		
45321	04/25/2018	Open			Accounts Payable	Berwyn Ace Hardware	\$23.54		
45322	04/25/2018	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$1,188.90		
45323	04/25/2018	Open			Accounts Payable	Blo-Tron, Inc.	\$500.00		
45324	04/25/2018	Open			Accounts Payable	Blackstone Publishing	\$30.95		
45325	04/25/2018	Open			Accounts Payable	Blades of Glory, Inc.	\$2,333.00		
45326	04/25/2018	Open			Accounts Payable	Blick Art Materials, LLC	\$3.44		
45327	04/25/2018	Open			Accounts Payable	Brian Pabst	\$80.86		
45328	04/25/2018	Open			Accounts Payable	Case Lots, Inc.	\$64.95		
45329	04/25/2018	Open			Accounts Payable	CDW Government, Inc.	\$282.78		
45330	04/25/2018	Open			Accounts Payable	Chicago Metropolitan Fire Prevention Company	\$298.00		
45331	04/25/2018	Open			Accounts Payable	Cintas Corporation	\$142.53		
45332	04/25/2018	Open			Accounts Payable	City of Chicago	\$938,572.80		
45333	04/25/2018	Open			Accounts Payable	Comcast Cable	\$399.94		
45334	04/25/2018	Open			Accounts Payable	ComEd	\$348.67		

Payment Register

From Payment Date: 4/21/2017 - To Payment Date: 4/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
45335	04/25/2018	Open			Accounts Payable	Cook County Clerk	\$10.00		
45336	04/25/2018	Open			Accounts Payable	COTG	\$1,208.70		
45337	04/25/2018	Open			Accounts Payable	Cummins NPower	\$1,101.58		
45338	04/25/2018	Open			Accounts Payable	Deece Automotive	\$3,022.40		
45339	04/25/2018	Open			Accounts Payable	Dell Marketing, LP	\$2,406.38		
45340	04/25/2018	Open			Accounts Payable	DI Nico's Pizza	\$28.06		
45341	04/25/2018	Open			Accounts Payable	DuPage Topsoil, Inc.	\$350.00		
45342	04/25/2018	Open			Accounts Payable	Eagle Engraving	\$12.60		
45343	04/25/2018	Open			Accounts Payable	Encyclopedia Britannica, Inc.	\$3,410.00		
45344	04/25/2018	Open			Accounts Payable	Fox Valley Fire & Safety	\$168.65		
45345	04/25/2018	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$115.41		
45346	04/25/2018	Open			Accounts Payable	Global Emergency Products	\$150.68		
45347	04/25/2018	Open			Accounts Payable	H & H Electric Company	\$16,211.80		
45348	04/25/2018	Open			Accounts Payable	Heritage Funeral Home	\$1,325.00		
45349	04/25/2018	Open			Accounts Payable	Horizon Screen Print	\$6,498.75		
45350	04/25/2018	Open			Accounts Payable	I AFC - Membership	\$234.00		
45351	04/25/2018	Open			Accounts Payable	Illinois Fire Chiefs Association	\$500.00		
45352	04/25/2018	Open			Accounts Payable	Illinois Library Association	\$100.00		
45353	04/25/2018	Open			Accounts Payable	Industrial Organizational Solutions, Inc.	\$539.30		
45354	04/25/2018	Open			Accounts Payable	Ingram Library Services LLC	\$2,694.73		
45355	04/25/2018	Open			Accounts Payable	Interstate Battery System of Central Chicago	\$219.95		
45356	04/25/2018	Open			Accounts Payable	J. R. Carpet, Inc.	\$3,100.00		
45357	04/25/2018	Open			Accounts Payable	Jack's Rental, Inc.	\$1,775.28		
45358	04/25/2018	Open			Accounts Payable	JNC Consulting, Inc.	\$2,050.00		
45359	04/25/2018	Open			Accounts Payable	Josie Mora	\$17.95		
45360	04/25/2018	Open			Accounts Payable	Just Tires	\$1,412.87		
45361	04/25/2018	Open			Accounts Payable	Kathleen Behrendt	\$28.01		
45362	04/25/2018	Open			Accounts Payable	Keen Edge Co.	\$80.06		
45363	04/25/2018	Open			Accounts Payable	Konica Minolta Business Solutions	\$2,300.00		
45364	04/25/2018	Open			Accounts Payable	Konica Minolta Business Solutions USA., Inc.	\$1,355.16		
45365	04/25/2018	Open			Accounts Payable	Kristina Ricchio	\$1,932.03		
45366	04/25/2018	Open			Accounts Payable	L-K Fire Extinguisher Service Inc. No 2	\$105.50		
45367	04/25/2018	Open			Accounts Payable	Laner Muchin, Ltd.	\$14,018.50		
45368	04/25/2018	Open			Accounts Payable	Lawdale News	\$237.24		
45369	04/25/2018	Open			Accounts Payable	LexisNexis Risk Solutions	\$383.46		
45370	04/25/2018	Open			Accounts Payable	Libraries First	\$5,420.00		
45371	04/25/2018	Open			Accounts Payable	Lyons Tree Service, Inc.	\$2,800.00		
45372	04/25/2018	Open			Accounts Payable	M.A.B.A.S Division 10	\$75.00		
45373	04/25/2018	Open			Accounts Payable	Madden Media	\$600.00		
45374	04/25/2018	Open			Accounts Payable	McCann industries, Inc.	\$1,346.23		
45375	04/25/2018	Open			Accounts Payable	McCarthy Ford of North Riverside	\$41.17		
45376	04/25/2018	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$190.00		
45377	04/25/2018	Open			Accounts Payable	Menards	\$40.44		
45378	04/25/2018	Open			Accounts Payable	MES - Illinois	\$2,422.75		
45379	04/25/2018	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$100.00		

Payment Register

From Payment Date: 4/21/2017 - To Payment Date: 4/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
45380	04/25/2018	Open			Accounts Payable	MGA Insurers	\$50.00	\$50.00	
45381	04/25/2018	Open			Accounts Payable	Midwest Tape	\$248.86	\$248.86	
45382	04/25/2018	Open			Accounts Payable	Mike & Sons	\$770.00	\$770.00	
45383	04/25/2018	Open			Accounts Payable	National Recreation and Park Association	\$650.00	\$650.00	
45384	04/25/2018	Open			Accounts Payable	Nationwide Transmission & Complete Auto Service	\$92.02	\$92.02	
45385	04/25/2018	Open			Accounts Payable	Networkfeet, Inc.	\$479.05	\$479.05	
45386	04/25/2018	Open			Accounts Payable	NFPA	\$175.00	\$175.00	
45387	04/25/2018	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$400.00	\$400.00	
45388	04/25/2018	Open			Accounts Payable	Occupational Health Centers of Illinois P.C.	\$80.00	\$80.00	
45389	04/25/2018	Open			Accounts Payable	Office Depot	\$75.41	\$75.41	
45390	04/25/2018	Open			Accounts Payable	Office Team	\$2,636.30	\$2,636.30	
45391	04/25/2018	Open			Accounts Payable	Orkin Pest Control	\$1,599.43	\$1,599.43	
45392	04/25/2018	Open			Accounts Payable	Out Here Media, Inc.	\$29.95	\$29.95	
45393	04/25/2018	Open			Accounts Payable	Ozinga Ready Mix Concrete Inc.	\$3,982.00	\$3,982.00	
45394	04/25/2018	Open			Accounts Payable	Penguin Random House, Inc.	\$187.50	\$187.50	
45395	04/25/2018	Open			Accounts Payable	Pitney Bowes	\$810.61	\$810.61	
45396	04/25/2018	Open			Accounts Payable	Premier Car Wash / CellTech LLC	\$3,920.00	\$3,920.00	
45397	04/25/2018	Open			Accounts Payable	Robert J. Lovero	\$103.93	\$103.93	
45398	04/25/2018	Open			Accounts Payable	Robert W. Schlacks	\$125.00	\$125.00	
45399	04/25/2018	Open			Accounts Payable	Roscoe Company	\$620.15	\$620.15	
45400	04/25/2018	Open			Accounts Payable	Rose's Catering	\$2,000.00	\$2,000.00	
45401	04/25/2018	Open			Accounts Payable	Saber-Tooth Computing	\$330.00	\$330.00	
45402	04/25/2018	Open			Accounts Payable	Safelite	\$377.94	\$377.94	
45403	04/25/2018	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$252.37	\$252.37	
45404	04/25/2018	Open			Accounts Payable	Santander Leasing LLC	\$68,468.00	\$68,468.00	
45405	04/25/2018	Open			Accounts Payable	Seeco Consultants, Inc.	\$9,770.00	\$9,770.00	
45406	04/25/2018	Open			Accounts Payable	Sensus USA INC	\$1,949.94	\$1,949.94	
45407	04/25/2018	Open			Accounts Payable	Sharon Lorenzi	\$7.98	\$7.98	
45408	04/25/2018	Open			Accounts Payable	Sirchie Finger Print Laboratories	\$1,422.36	\$1,422.36	
45409	04/25/2018	Open			Accounts Payable	Specialty Mat Service	\$336.96	\$336.96	
45410	04/25/2018	Open			Accounts Payable	Sprague Distributing Co.	\$1,350.00	\$1,350.00	
45411	04/25/2018	Open			Accounts Payable	Sprint	\$1,616.32	\$1,616.32	
45412	04/25/2018	Open			Accounts Payable	Standard Equipment Company	\$62.16	\$62.16	
45413	04/25/2018	Open			Accounts Payable	Storino, Ramello & Durkin	\$12,519.92	\$12,519.92	
45414	04/25/2018	Open			Accounts Payable	Suburban Laboratories, Inc.	\$395.00	\$395.00	
45415	04/25/2018	Open			Accounts Payable	SWAN	\$180.00	\$180.00	
45416	04/25/2018	Open			Accounts Payable	SYNCB / AMAZON	\$95.96	\$95.96	
45417	04/25/2018	Open			Accounts Payable	Target Auto Parts	\$3,689.35	\$3,689.35	
45418	04/25/2018	Open			Accounts Payable	Tele-Tron Ace Hardware	\$312.74	\$312.74	
45419	04/25/2018	Open			Accounts Payable	Terminal Supply Co.	\$292.41	\$292.41	
45420	04/25/2018	Open			Accounts Payable	Terra Engineering, L.T.D.	\$4,899.93	\$4,899.93	
45421	04/25/2018	Open			Accounts Payable	The Sign Edge	\$15.00	\$15.00	
45422	04/25/2018	Open			Accounts Payable	Thomson Reuters- West	\$2,263.35	\$2,263.35	
45423	04/25/2018	Open			Accounts Payable	Those Funny Little People Enterprises, Inc.	\$290.00	\$290.00	
45424	04/25/2018	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$110.15	\$110.15	

Payment Register

From Payment Date: 4/21/2017 - To Payment Date: 4/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
45425	04/25/2018	Open			Accounts Payable	Tri-River Police Training Region, Inc.	\$300.00	\$300.00	
45426	04/25/2018	Open			Accounts Payable	Tryad Automotive	\$884.68	\$884.68	
45427	04/25/2018	Open			Accounts Payable	Unique Management Services, Inc.	\$71.60	\$71.60	
45428	04/25/2018	Open			Accounts Payable	US Gas	\$252.00	\$252.00	
45429	04/25/2018	Open			Accounts Payable	USIC Locating Services, Inc.	\$5,377.35	\$5,377.35	
45430	04/25/2018	Open			Accounts Payable	Veritext	\$642.38	\$642.38	
45431	04/25/2018	Open			Accounts Payable	Verizon Wireless - Lehigh	\$272.12	\$272.12	
45432	04/25/2018	Open			Accounts Payable	Vintage Tech LLC	\$3,348.60	\$3,348.60	
45433	04/25/2018	Open			Accounts Payable	Walgreens Company	\$144.93	\$144.93	
45434	04/25/2018	Open			Accounts Payable	Worthington Direct Holdings, LLC	\$856.32	\$856.32	
45435	04/25/2018	Open			Accounts Payable	BLACK & WHITE ENTERPRISES LLC	\$1,475.00	\$1,475.00	
45436	04/25/2018	Open			Accounts Payable	BUSHRA ALAZZAWI	\$1,475.00	\$1,475.00	
45437	04/25/2018	Open			Accounts Payable	CHRISTOPHER GUERRERO	\$50.00	\$50.00	
45438	04/25/2018	Open			Accounts Payable	CREATE FORCE	\$400.00	\$400.00	
45439	04/25/2018	Open			Accounts Payable	DENNIS POTAMIANOS	\$76.23	\$76.23	
45440	04/25/2018	Open			Accounts Payable	ERIC GONZALEZ	\$50.00	\$50.00	
45441	04/25/2018	Open			Accounts Payable	GELACIO & MARIA RIVERA	\$1,475.00	\$1,475.00	
45442	04/25/2018	Open			Accounts Payable	INOLAURA CARO	\$50.00	\$50.00	
45443	04/25/2018	Open			Accounts Payable	JENNIFER LOPEZ	\$50.00	\$50.00	
45444	04/25/2018	Open			Accounts Payable	JOCELYN GARCIA	\$50.00	\$50.00	
45445	04/25/2018	Open			Accounts Payable	JUAN SOTO	\$1,475.00	\$1,475.00	
45446	04/25/2018	Open			Accounts Payable	M TRAILOR	\$41.17	\$41.17	
45447	04/25/2018	Open			Accounts Payable	MARIUSZ R. BALICKI	\$1,475.00	\$1,475.00	
45448	04/25/2018	Open			Accounts Payable	MICHELLE NICHOLS	\$150.00	\$150.00	
45449	04/25/2018	Open			Accounts Payable	NORTHWEST HOUSING PARTNERSHIP	\$1,475.00	\$1,475.00	
45450	04/25/2018	Open			Accounts Payable	OSCAR SANCHEZ	\$50.00	\$50.00	
45451	04/25/2018	Open			Accounts Payable	THIRTEEN INVESTMENT COMPANY	\$1,475.00	\$1,475.00	
45452	04/25/2018	Open			Accounts Payable	ZDZISLAW PIOTROWSKI	\$50.82	\$50.82	
45453	04/25/2018	Open			Accounts Payable				
Type Check Totals:									
01 - General Cash Totals							\$1,345,339.78	\$1,345,339.78	
					Checks	Status	Count	Transaction Amount	Reconciled Amount
					Open	163	\$1,345,339.78	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	163	\$1,345,339.78	\$0.00	
All					Status	Count	Transaction Amount	Reconciled Amount	
					Open	163	\$1,345,339.78	\$0.00	

Payment Register

From Payment Date: 4/21/2017 - To Payment Date: 4/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		\$0.00	\$0.00	
					Total		\$1,345,339.78	\$0.00	
Grand Totals:									
Checks					Status	Count	Transaction Amount	Reconciled Amount	
					Open	163	\$1,345,339.78	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	163	\$1,345,339.78	\$0.00	
All					Status	Count	Transaction Amount	Reconciled Amount	
					Open	163	\$1,345,339.78	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	163	\$1,345,339.78	\$0.00	

K-3



CITY OF BERWYN EVENT APPLICATION



Please provide information about your planned event:

Date of Event: April 29th, 2018 Time: Start noon End 6pm

Type: Block Party Parade Open Air Event Use of Public Way

Description of Event: LAMA Chicago South Instructional Safety Motorcycle Event

Location of Event: The Garage Smokehouse 3202 Grove Ave

Allowed Event Times
Block Parties
8AM to 9PM
All Other Events
8AM to 11PM

(Please print)

Name of Applicant: Eddie Wilkowski

Address: 3202 Grove Ave

Daytime Phone: _____

E-mail Address: uwilkowski

Alt. Phone: same

Do you plan to use: (Please mark all that apply)

Live or Recorded Music <input type="checkbox"/>	Sound Equip. / Amplifiers <input type="checkbox"/>	Bounce Houses or Inflatables <input type="checkbox"/>
	Food Vendors <input type="checkbox"/>	Commercial Food Prep. Equipment <input type="checkbox"/>
Crafter / Vendors <input checked="" type="checkbox"/>	Alcohol Sales <input type="checkbox"/>	Portable Toilets and Sanitation <input type="checkbox"/>

Will you require any of the following City services? Yes No

- * Please contact the Police Dept. for fee schedule if requesting Police Detail or Security.

Street Closure <input checked="" type="checkbox"/>	Rolling Street Closure <input type="checkbox"/>	Alley Closure <input type="checkbox"/>	Parade Route Closure <input type="checkbox"/>
--	---	--	---
- ** These City services supplied only if available on the day of the event and subject to personnel availability

Barricades <input checked="" type="checkbox"/>	*Police Detail / Security <input type="checkbox"/>	Traffic Control <input type="checkbox"/>	
**Fire Truck <input type="checkbox"/>	**McGruff <input type="checkbox"/>	**K-9 Unit <input type="checkbox"/>	**Police Explorers Unit <input type="checkbox"/>

City Council Approval IS REQUIRED for your event. (City Council meets the 2nd & 4th Tuesday of every month)

- Submit this application to the Clerk's Office 8 weeks prior to the event date.
- A Certificate of Insurance is required for Parades, Outdoor Events, Use of Public Way, as well as for all food and beverage sales.
- A Food License is required from the Berwyn Public Health Department for ALL food sales.
- A City of Berwyn Temporary Liquor License is required for ALL alcoholic beverage sales.
- A route map must be submitted with this application for all parades / demonstrations.
- USE OF PUBLIC WAY: Provide a list of intersections/corner locations and all dates being requested for use of public way. Location and Date availability is subject to approval. Use of public way is limited to one group per day, one group per location, and on a First Come—First Serve basis.
- The City reserves the right to regulate, restrict and limit use of the public way at all times.

CoB Clerk 4/2018

The Garage Smokehouse & Bar
3202 Grove Ave Berwyn, IL 60402

708-956-7274

April 20, 2018

Lillian,

On Sunday, April 29th, 2018 from noon to 6pm the Garage Smokehouse & Bar will be proud to host an event by the LAMA Chicago South Motorcycle Club. The event is to raise money for Racing IL Charitable Foundation which provides prom dresses, shoes, accessories, make-up and hair assistance to girls who cant afford these items. There will be a Chicago police officer by the name of Rafael Borja to give a safety demonstration to all for long road trips and on how to pack with safety equipment for such a journey. Harly Davidson of Countryside will be present to help sponsor and have assessories for bikes for sale. Georgina Rutledge of Farmers Insurance will be present with a booth to go over insurance needs and is also donating to the cause. A representative from Arlington race course will be onsite because they are giving the group the space at their facility for the distribution of the dresses and to do hair and make-up at their location. The LAMA group will be selling chips,water and precooked hotdogs to donate to the cause. Thank you for consideration!

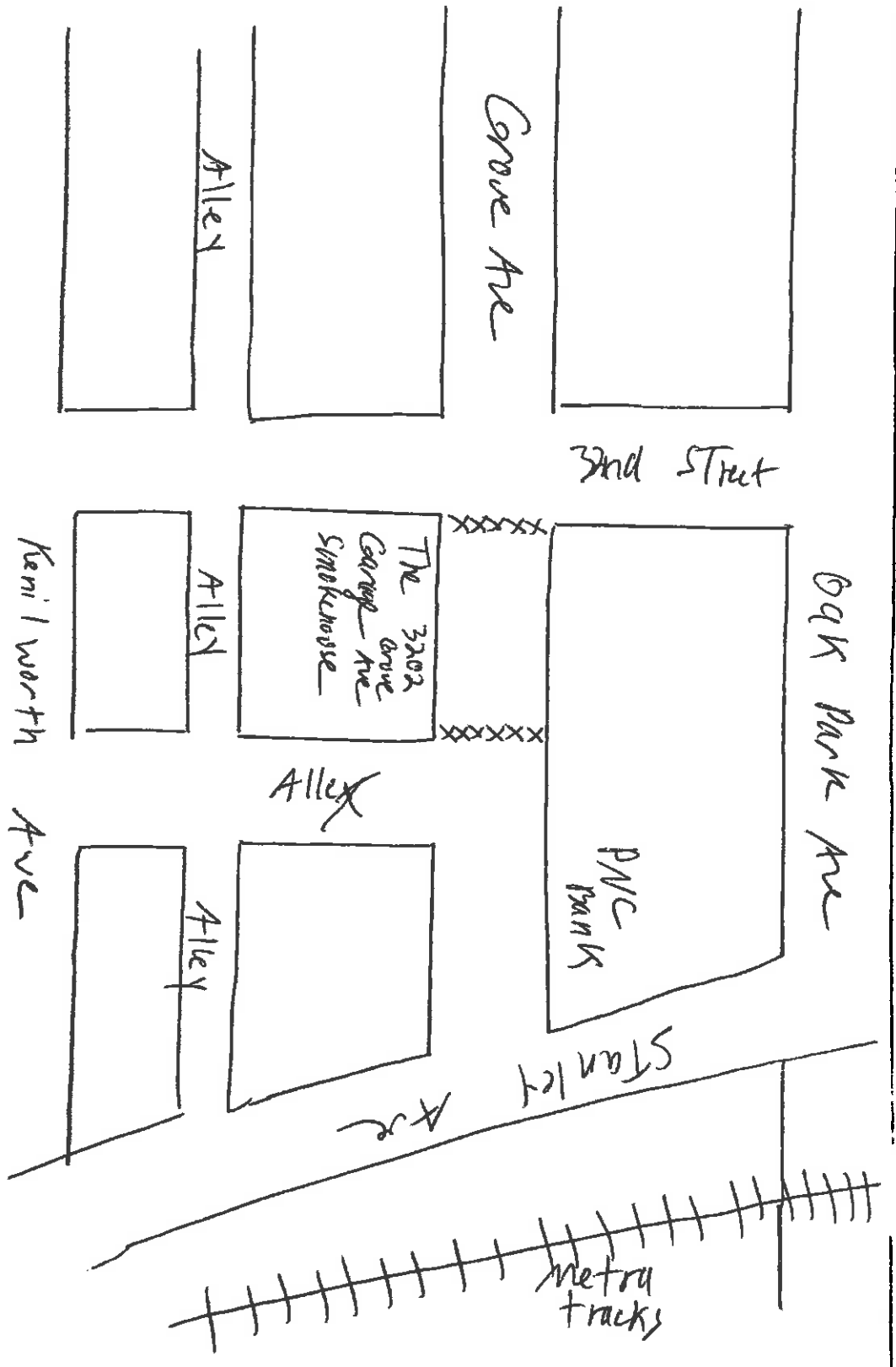
Sincerely,



Eddie Wilkowi - Owner



3 - 1000' caddes



KA
Mayor
Robert J. Lovero



5th Ward Alderman
Cesar Santoy

April 24, 2018

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1190
2119 S. Highland Ave.

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for **DENIAL** of a handicap parking space/zone.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
2119 S. Highland Ave.	Linda L. Traff	1090

Thank you very much,

Cesar Santoy

CS/sla

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 : 2/22/2018
Officer: T. Young#183

Applicant Name: Linda L. Traff

Address: 2119 S 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"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker / Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>

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

Report # 18-01690

5th Ward Alderman: CESAR SANTOY

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-01690

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		INCIDENT # 18-01690	
REPORT TYPE Incident Report	RELATED CAD # C18-010849	DESCRIPTION Applicant File	
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2119 S HIGHLAND AV Berwyn, IL 60402		
HOW RECEIVED	WHEN REPORTED 02/22/2018 09:23	TIME OF OCCURRENCE 02/22/2018 09:23	STATUS CODE STATUS DATE

INVOLVED ENTITIES

NAME Traff, Linda L		DOB	AGE 70
ADDRESS 2119 S HIGHLAND AV - 2 Berwyn, IL 60402		FBI #	IR #
SEX F	RACE White, Caucasian	HGT	WGT
HAIR		PHONE Mobile	
EYES	SID #	DL #	DL State IL
CLOTHING		Handcuff Double Locked	Prints Taken
Employer		Criminal History	

UCR 9041 Applicant File, 1	DRAFT	TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE				

INVOLVED VEHICLES

VEH/PLATE # Q704874	STATE IL	TYPE Caryall/SUV	INVOLVEMENT Involved	VIN #
YEAR 2009	MAKE Buick	MODEL Lacrosse	COLOR Silver/Aluminum	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Linda Traff is requesting a handicapped parking sign in front of her residence located at 2119 S Highland 2nd Fl.. She drives a silver 2009 Buick Lacrosse II plate# Q704874, Berwyn VT#26196, and has a valid II handicapped placard# CH60326. She resides in a multi unit building with a 2 car garage that is used for storage of furniture and a car that belongs to the first floor tenant. She also related that the overhead door is broken and she cannot lift it. There are no handicapped signs on the block. The area is mostly multi unit buildings.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-01690

STATION COMPLAINT UCR/Offense Code			INCIDENT #	
9041 (Applicant File)			18-01690	
REPORT TYPE	RELATED CAD #	DESCRIPTION		
Incident Report	C18-010849	Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)			
	2119 S HIGHLAND AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED	TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
	02/22/2018 09:23	02/22/2018 09:23		
Linda 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

Police Department Designee C.S.O. Terry Young Application # 1190

Comments: Resides in a multi unit building with a 2 car garage. No handicapped signs on block. Area mostly multi unit buildings.

Date: 2/22/2018

Police Report # 18-01690

Handicapped Space/Zone Public Works Site Inspection

Public Works Director or Designee Dan Schiller Application # 1190

Comments: There are no obstructions to installation of a reserved space at this location. There are no existing reserved spaces on the block. There is a 2 car garage on the property.

Meets Public Works Criteria:

Parking Space	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 3/27/2018

Police Report # 18-01690

Handicapped Space/Zone Traffic Engineer Site Inspection

Traffic Engineer or Designee Nicole Campbell

Application # **1190**

Comments: 3 vehicles registered to residence.

Meets Traffic Criteria for:

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

Date: 4/5/2018

Police Report # 18-01690

Rec'd by City Clerk: **4/5/2018**

To Alderman: **4/5/2018**

To Council: **DENY**

Determination:

Notice to Applicant:

Paid:

Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



MR# 2111559

Margaret Paul
City Clerk

APP. # 1190

A Century of Progress with Pride

6700 West 26th 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

LINDA L. TRAFF
(Name of Handicapped Applicant)

2119 S. Highland Ave
(Date of Birth) (Berwyn Address)

(Name of caregiver, or guardian if minor)

(Date of Birth) (Telephone /Cell Phone Number) 2

Are you the homeowner? Yes No

Is there a Driveway/Carport on the property? Yes No

Is there a garage on the property? Yes No

If so, what is the garage currently being used for? A CAR

AND STORAGE DOOR DOES NOT WORK CAN NOT
LIFT

Vehicle Information

BUICK LACROSS
(Vehicle make and model)

2009 Silver
(Year / Color)

Q 70 48 74
(Illinois License Plate Number)

26196
(Current City Vehicle Sticker Number)

I am the driver of the vehicle Yes No

CH 60326
(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

01-29-18
Date

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

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th 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.)

Asima Doriwala

(Physician's Signature/Stamp)

2/9/18

(Date)

Asima Doriwala

(Print Physician's Name)

1950 S. Harlem

(Address and Telephone Number)

LOYOLA CENTER FOR HEALTH AT NORTH RIVERSIDE
1950 S. HARLEM AVENUE
NORTH RIVERSIDE, IL 60548
(708) 354-9250

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



A Century of Progress with Pride

6700 West 26th 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 LINDA L. TRAFF owner/manager of the property at
2119 S. HIGHLAND AVE., state as follows:

1) That LINDA L. TRAFF is a tenant at the above listed property.

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

3) That if LINDA L. TRAFF 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 LINDA L. TRAFF ~~I AM~~ no longer resides on the premises.

Linda L. Traff

Signature/Date 2-13-11

Name: LINDA L. TRAFF
Address: 2119 S. HIGHLAND
Phone#: _____

KS
Mayor
Robert J. Lovero



5th Ward Alderman
Cesar Santoy

April 24, 2018

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1095
2222 S. Highland Ave.

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for **APPROVAL** of a handicap **DROP-OFF ZONE**.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
2222 S. Highland Ave.	Marilyn Steinberg	1095

Thank you very much,

Cesar Santoy

CS/sla

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 : 3/26/2018
Officer: T Young#183

Applicant Name: Marilyn Steinberg
Address: 2222 S 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"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker / Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>

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

Report # 18-02889

5th Ward Alderman: CESAR SANTOY

Staff Recommendation	
Approved <input checked="" type="checkbox"/> (ZONE)	Denied <input type="checkbox"/>

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-02889

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 18-02889	
REPORT TYPE Incident Report	RELATED CAD # C18-017993	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2222 S HIGHLAND AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED 03/27/2018 09:17	TIME OF OCCURRENCE 03/27/2018 09:17	STATUS CODE	STATUS DATE

INVOLVED ENTITIES

NAME Steinberg, Marilyn				DOB	AGE 81
ADDRESS 2222 S HIGHLAND AV Berwyn, IL 60402			FBI #	IR #	
SEX F	RACE White, Caucasian	HGT	WGT	HAIR	PHONE Mobile
EYES	SID #	DL #	DL State	ALT PHONE	
CLOTHING			Handcuff Double Locked	Prints Taken	Criminal History
Employer					

UCR 9041 Applicant File, 1	DRAFT	TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE				

NAME FISHER, LARRY R				DOB	AGE 53
ADDRESS 2222 S HIGHLAND AV Berwyn, IL 60402			FBI #	IR #	
SEX M	RACE White, Caucasian	HGT 5' 10"	WGT 240	HAIR Grey	PHONE
EYES Blue	SID #	DL #	DL State IL	ALT PHONE Home	
CLOTHING			Handcuff Double Locked	Prints Taken	Criminal History
Employer					

UCR 9041 Applicant File, 1	TYPE Other	RELATED EVENT #	Count 1
STATUTE			

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-02889

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 18-02889
REPORT TYPE Incident Report	RELATED CAD # C18-017993	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2222 S HIGHLAND AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED 03/27/2018 09:17	TIME OF OCCURRENCE 03/27/2018 09:17	STATUS CODE	STATUS DATE

INVOLVED VEHICLES

VEH/PLATE # 2574CC	STATE IL	TYPE Carryall/SUV	INVOLVEMENT Involved	VIN #
YEAR 2016	MAKE Kia Motors Corp	MODEL Sorento	COLOR White	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Larry Fisher is requesting a handicapped space in front of his residence for his mother in law Marilyn Steinberg located at 2222 S Highland. Marilyn does not drive and has a valid IL handicapped placard# CF83053. She resides in a single family residence with a 1 car garage. There is a handicapped parking sign located at 2219 Highland. The area is mostly single family homes. Larry drives her to appointments in a white 2016 Kia Sorento Il plate# 2574CC.

Marilyn does not meet requirements for handicapped parking space according to the City of Berwyn ordinance 484.05. R/o did explain the qualifications for Handicapped parking and that the requirements are not met, but she does qualify for a drop off zone. Larry and Marilyn would still like to be considered for a space due to her medical conditions.

REPORTING OFFICER YOUNG, TERRY	Unit # 183	SUPERVISOR	Unit #
-----------------------------------	---------------	------------	--------

Handicapped Space/Zone Police Department Site Inspection

Police Department Designee C.S.O. Terry Young Application # 1195

Comments: Resides in a single family home with 1 car garage. 1 handicapped sign located at 2219 Highland. Has a fire hydrant partially in front of property. Area mostly single family homes.

Date: 3/26/2018

Police Report # 18-02889

Handicapped Space/Zone Public Works Site Inspection

Public Works Director or Designee Dan Schiller Application # 1195

Comments: There is only 17.4' of curb available in front of the applicant's property due to a no parking zone around the fire hydrant. There is not enough space to install a reserved parking space in front of the house. However there is enough space to install a loading zone. There is a 1 car garage on the property. There is 1 existing reserved space on the block at 2219 Highland.

Meets Public Works Criteria:

Parking Space	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Date: 4/6/2018

Police Report # 18-02889

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 1195

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

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

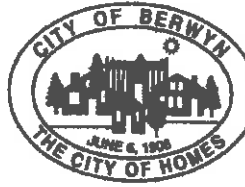
Date: _____

Police Report # 18-02889

Rec'd by City Clerk: 4/18/18
 To Alderman: 4/18/18
 To Council:
 Determination: ZONE - APPROVE
 Notice to Applicant:
 Paid:
 Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



app # 1145

Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th 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

Marilyn Steinberg
(Name of Handicapped Applicant)

(Date of Birth) 2222 S. Highland
(Berwyn Address)

LARRY Fisher SR.
(Name of caregiver, or guardian if minor)

(Date of Birth) _____
(Telephone /Cell Phone Number)

Are you the homeowner? Yes / No

Is there a Driveway/Carport on the property? Yes No

Is there a garage on the property? Yes / No

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

Vehicle Information

Kia Sorento
(Vehicle make and model)

white
(Year / Color)

2374 CE
(Illinois License Plate Number)

3634
(Current City Vehicle Sticker Number)

I am the driver of the vehicle Yes / No

CF 83053
(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.

Larry Fisher SR
Signature of Applicant or Legal Guardian

2-27-2018
Date

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



A Century of Progress with Pride

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

Physician Form (A)

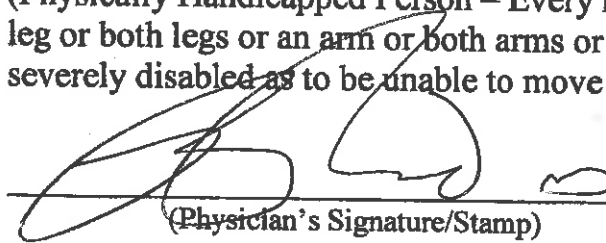
This form must be filled out in its entirety and signed by your physician.

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)

3/7/18

(Date)

(Print Physician's Name) Dr. Robin Rothbard
7222 W. Cermak Rd. Ste 700
North Riverside, IL 60546
708-660-6400 fax:708-447-9748

(Address and Telephone Number)

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



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6700 West 26th 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 LARRY Fisher SR., owner/manager of the property at
2222 S. Highland, state as follows:

1) That Marilyn Steinberg is a tenant at the above listed property.

2) That LARRY Fisher SR.
Marilyn Steinberg has no access to any parking on the premises.

3) That if LARRY Fisher SR. 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 Marilyn Steinberg no longer resides on the premises.

Larry Fisher SR.
Signature/Date

Name: LARRY Fisher SR.
Address: 2222 S. Highland
Phone#: _____

K-4
Mayor
Robert J. Lovero



5th Ward Alderman
Cesar Santoy

April 24, 2018

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1199
1446 S. Harvey Ave.

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for **DENIAL** of a handicap parking space/zone.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
1446 S. Harvey Ave.	Jermaine Johnson	1099

Thank you very much,

Cesar Santoy

CS/sla

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 : 4/16/2018
Officer: T Young#183

Applicant Name: Jermaine Johnson

Address: 1446 S Harvey 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 checked="" type="checkbox"/> <input type="checkbox"/>

Report # 18-03497

5th Ward Alderman: CESAR SANTOY

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-03497

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 18-03497	
REPORT TYPE Incident Report	RELATED CAD # C18-021786	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1446 S HARVEY AV Berwyn, IL 60402				
HOW RECEIVED	WHEN REPORTED 04/16/2018 09:06	TIME OF OCCURRENCE 04/16/2018 09:06	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME Lasenby, Careen						DOB	AGE 37
ADDRESS 1446 S HARVEY AV Berwyn, IL 60402				FBI #	IR #		
SEX F	RACE Black, African American	HGT 5' 6"	WGT	HAIR Black	PHONE Mobile		
EYES Brown	SID #	DL #	DL State	ALT PHONE			
CLOTHING				Handcuff Double Locked	Prints Taken	Criminal History	
Employer							

UCR 9041 Applicant File, 1	TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE			

DRAFT

NAME Johnson, Jermaine						DOB	AGE 20
ADDRESS 1446 S HARVEY AV Berwyn, IL 60402				FBI #	IR #		
SEX M	RACE Black, African American	HGT	WGT	HAIR	PHONE Home		
EYES	SID #	DL #	DL State	ALT PHONE			
CLOTHING				Handcuff Double Locked	Prints Taken	Criminal History	
Employer							

UCR 9041 Applicant File, 1	TYPE Other	RELATED EVENT #	Count 1
STATUTE			

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-03497

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 18-03497	
REPORT TYPE Incident Report	RELATED CAD # C18-021786	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1446 S HARVEY AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED 04/16/2018 09:06	TIME OF OCCURRENCE 04/16/2018 09:06	STATUS CODE	STATUS DATE

INVOLVED VEHICLES

VEH/PLATE # N160486	STATE IL	TYPE Caryall/SUV	INVOLVEMENT Involved	VIN #
YEAR 2010	MAKE Chevrolet	MODEL Traverse	COLOR Black	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Careen Lasenby is requesting a handicapped drop off zone for her son Jermaine Johnson d.o.b. front of her residence located at 1446 Harvey. Jermaine does not drive due to his medical conditions. He does have a valid IL handicapped placard# DC30584. He resides in a single family home with a 2 car garage. There is one handicapped sign located at 1415 Harvey. The block is mostly single-family homes.

Jermaine does meet the requirements for handicapped parking according to the City of Berwyn ordinance 484.05. Careen would like to be considered for a handicapped space due to her sons medical conditions.

REPORTING OFFICER YOUNG, TERRY	Unit # 183	SUPERVISOR	Unit #
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Handicapped Space/Zone Police Department Site Inspection

Police Department Designee C.S.O. Terry Young Application # 1199

Single family residence with 2 car garage. One handicapped sign located at 1415 Harvey. Block mostly single family homes.

Date: 4/16/2018

Police Report # 18-03497

Handicapped Space/Zone Public Works Site Inspection

Public Works Director or Designee Dan Schiller Application # 1199

Comments: There are no obstructions to installation of a reserved space at this location. There is a 2 car garage on the property.

Meets Public Works Criteria:

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

Date: 3/28/2018

Police Report # 18-03497

**Handicapped Space/Zone
Traffic Engineer Site Inspection**

Traffic Engineer or Designee Nicole Campbell Application # **1199**

Comments: Applicant has a garage and 1 vehicle.

Meets Traffic Criteria for:

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

Date: 4/5/2018

Police Report # 18-03497

Rec'd by City Clerk: **4/18/2018**

To Alderman: **4/18/2018**

To Council:

Determination: **DENY**

Notice to Applicant:

Paid:

Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

APP# 1199

A Century of Progress with Pride

6700 West 26th 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

Jermaine Johnson
(Name of Handicapped Applicant)

(Date of Birth)

1446 Harvey Ave
(Berwyn Address)

Carleen Lasenby
(Name of caregiver, or guardian if minor)

(Date of Birth)

(Telephone /Cell Phone Number)

Are you the homeowner? Yes / No

Is there a Driveway/Carport on the property? Yes No

Is there a garage on the property? Yes / No

If so, what is the garage currently being used for? gar

parking second vehicle

Vehicle Information

Chevrolet Traverse
(Vehicle make and model)

2010 Black
(Year / Color)

N160486
(Illinois License Plate Number)

13997
(Current City Vehicle Sticker Number)

I am the driver of the vehicle Yes / No

DC30584
(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 of Applicant or Legal Guardian

9/16/18
Date

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

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th 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.)

[Handwritten Signature]

(Physician's Signature/Stamp)

2/13/18

(Date)

Stephanie Snyder, NP

(Print Physician's Name)

1725 W. Harrison, Suite 70

(Address and Telephone Number)
Chicago, IL 60612
312-942-3234

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



A Century of Progress with Pride

6700 West 26th 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 Careen Lasenby owner/manager of the property at
1446 Harvey Ave, state as follows:

1) That Jeemaine Johnson Jr is a tenant at the above listed property.

2) That Jeemaine Johnson Jr has no access to any parking on the premises.

3) That if Jeemaine Johnson Jr 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 Jeemaine Johnson no longer resides on the premises.

Name: Careen Lasenby
Address: 1446 Harvey Ave
Phone#: _____

Signature/Date

4/16/18

Mayor **K-7**
Robert J. Lovero



6th Ward Alderman
Alicia Ruiz

April 24, 2018

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1123
1918 S. Scoville Ave.

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for **DENIAL** of a handicap parking space/zone.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
1918 S. Scoville Ave.	Luis Nieto	1123

Thank you very much,

Alicia Ruiz

AR/sla

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 : 1/22/2018
Officer: T. Young#183

Applicant Name: Luis Nieto

Address: 1918 S Scoville Ave 1st fl Berwyn Il 60402

Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Interviewed:

Yes	No
<input checked="" type="checkbox"/>	<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"/>	<input type="checkbox"/>
--------------------------	--------------------------

Off Street:

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Walker / Cane:

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

On Street:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Oxygen:

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Meets Police Dept Requirements

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Space	<input type="checkbox"/>
Zone	<input type="checkbox"/>

Report # 18-00638

6th Ward Alderman: ALICIA RUIZ

Staff Recommendation
Approved Denied

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-00638

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 18-00638	
REPORT TYPE Incident Report	RELATED CAD # C18-004060	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1918 S SCOVILLE AV Berwyn, IL 60402				
HOW RECEIVED Walk In	WHEN REPORTED 01/22/2018 08:26	TIME OF OCCURRENCE 01/22/2018 08:26	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME NIETO, LUIS				DOB	AGE 57
ADDRESS 1918 S SCOVILLE AV Berwyn, IL 60402			FBI #	IR #	
SEX M	RACE White, Caucasian	HGT 6' 0"	WGT 186	HAIR Brown	PHONE Mobile
EYES Brown	SID #	DL #	DL State	ALT PHONE Home	
CLOTHING			Handcuff Double Locked	Prints Taken	Criminal history
Employer					

UCR 9041 Applicant File, 1	DRAFT	TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE				

INVOLVED VEHICLES

VEH/PLATE # V159087	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT Involved	VIN #
YEAR 2003	MAKE Ford	MODEL Focus	COLOR Gold	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Luis Nieto is requesting a handicapped parking space in front of his residence located at 1918 Scoville 1st floor . He drives a tan 2003 Ford Focus II plate# V159087, Berwyn VT # 10499 and has a valid II handicapped placard# CF18835. He resides on the 1st floor of a multi unit apartment building with a 2 car garage that Luis has no access to. and the area is mostly multi unit buildings with residential parking 8am-5pm. There is a power assist chair on the front steps and hallway leading to second floor. There is 1 handicapped sign located at 1933 Scoville.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-00638

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 18-00638
REPORT TYPE Incident Report	RELATED CAD # C18-004060	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1918 S SCOVILLE AV Berwyn, IL 60402			
HOW RECEIVED Walk In	WHEN REPORTED 01/22/2018 08:26	TIME OF OCCURENCE 01/22/2018 08:26	STATUS CODE	STATUS DATE
Luis meets the requirements for handicapped parking according to the City of Berwyn ordinance 484.05				
REPORTING OFFICER YOUNG, TERRY	Unit # 183	SUPERVISOR	Unit #	

DRAFT

Handicapped Space/Zone Police Department Site Inspection

Police Department Designee C.S.O. Terry Young Application # 1123

Comments: Resides in a multi unit building with a 2 car garage. Area mostly multi unit buildings. Residential parking 8am-5pm. One sign located at 1933 Scoville. There is a power assist chair on front porch and hallway leading to second floor that applicant utilizes.

Date: 1/22/2018

Police Report # 18-00638

Handicapped Space/Zone Public Works Site Inspection

Public Works Director or Designee Dan Schiller Application # 1123

Comments: There are no obstructions to installation of a reserved space at this location. There is a 2 car garage on the property. There is an existing reserved space at 1923 Scoville.

Meets Public Works Criteria:

Parking Space	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 4/6/2018

Police Report # 18-00638

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # **1123**

Traffic Engineer or Designee Nicole Campbell

Comments: There are 4 vehicles registered to residence. One of the applicant's vehicles has an off-street vehicle sticker.

Meets Traffic Criteria for:

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

Date: 4/18/2018

Police Report # 18-00638

Rec'd by City Clerk: **4/18/2018**
 To Alderman: **4/18/2018**
 To Council: **4/24/2018**
 Determination: **DENY**
 Notice to Applicant:
 Paid:
 Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



App # 1123

Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th 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

Luis Nieto
(Name of Handicapped Applicant)

1/18/80
(Date of Birth)

1918 Scoville
(Berwyn Address)

N/A
(Name of caregiver, or guardian if minor)

NA
(Date of Birth)

(Telephone / Cell Phone Number)

Are you the homeowner? Yes No

Is there a Driveway/Carport on the property? Yes No

Is there a garage on the property? Yes No

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

landlords car

Vehicle Information

Ford, Focus
(Vehicle make and model)

2003 / Tan
(Year / Color)

VLS 9087
(Illinois License Plate Number)

10499
(Current City Vehicle Sticker Number)

I am the driver of the vehicle Yes No

CF018835
(Illinois Permanent Handicap Placard Number)

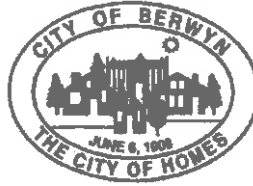
I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

[Signature]
Signature of Applicant or Legal Guardian

3/31/18
Date

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

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

A Century of Progress with Pride

6700 West 26th 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

[Handwritten text, mostly illegible]

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.)

[Handwritten Signature]

(Physician's Signature/Stamp)

3/20/18

(Date)

[Handwritten Name]

(Print Physician's Name)

2110 S 18th Ave

(Address and Telephone Number)
Maywood
IL

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



A Century of Progress with Pride

6700 West 26th 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 Clara Nieto, owner/manager of the property at
1918 Scoville, state as follows:

1) That Luis Nieto is a tenant at the above listed property.

2) That Luis Nieto has no access to any parking on the premises.

3) That if Luis Nieto 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 Luis Nieto no longer resides on the premises.

Name: Clara Nieto
Address: 1918 Scoville
Phone#: _____

Signature/Date

K-8
Mayor
Robert J. Lovero



6th Ward Alderman
Alicia Ruiz

April 24, 2018

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1198
1628 S. Scoville Ave.

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for **DENIAL** of a handicap parking space/zone.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
1628 S. Scoville Ave.	Richard Mancini	1198

Thank you very much,

Alicia Ruiz

AR/sla

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 : 4/16/2018
Officer: T Young#183

Applicant Name: Richard Mancini

Address: 1628 S Scoville 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 type="checkbox"/> <input checked="" type="checkbox"/>
Driveway:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/>
Off Street:	<input type="checkbox"/> <input checked="" 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 # 18-03496

6th Ward Alderman: ALICIA RUIZ

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

Handicapped Space/Zone Police Department Site Inspection

Application # 1198

Police Department Designee C.S.O. Terry Young

Single family residence with 2 car garage. 1 handicapped space located at 1629 Scoville. Block mostly single family homes.

Date: 4/16/2018

Police Report # 18-03496

Handicapped Space/Zone Public Works Site Inspection

Application # 1198

Public Works Director or Designee Dan Schiller

Comments: There are no obstructions to installation of a reserved space at this location. There is a 2 car garage on the property.

Meets Public Works Criteria:

Parking Space	Yes	<input type="text" value="0"/>		No	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="text" value="0"/>		No	<input checked="" type="checkbox"/>

Date: 3/28/2018

Police Report # 18-03496

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-03496

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 18-03496	
REPORT TYPE Incident Report	RELATED CAD # C18-021785	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1628 S SCOVILLE AV Berwyn, IL 60402				
HOW RECEIVED	WHEN REPORTED 04/16/2018 09:05	TIME OF OCCURRENCE 04/16/2018 09:05	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME MANCINI, RICHARD						DOB	AGE 79
ADDRESS 1628 S SCOVILLE AV Berwyn, IL 60402				FBI #	IR #		
SEX M	RACE White, Caucasian	HGT 5' 8"	WGT 160	HAIR Grey	PHONE Home		
EYES Hazel	SID #	DL #	DL State IL		ALT PHONE Mobile		
CLOTHING				Handcuff Double Locked	Prints Taken	Criminal History	
Employer							

UCR 9041 Applicant File, 1	DRAFT	TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE				

NAME Caticchio, Deborah						DOB	AGE 51
ADDRESS 1628 S SCOVILLE AV Berwyn, IL 60402				FBI #	IR #		
SEX F	RACE White, Caucasian	HGT	WGT	HAIR	PHONE Mobile		
EYES	SID #	DL #	DL State		ALT PHONE		
CLOTHING				Handcuff Double Locked	Prints Taken	Criminal History	
Employer							

UCR 9041 Applicant File, 1	TYPE Other	RELATED EVENT #	Count 1
STATUTE			

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-03496

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 18-03496
REPORT TYPE Incident Report	RELATED CAD # C18-021785	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1628 S SCOVILLE AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED 04/16/2018 09:05	TIME OF OCCURRENCE 04/16/2018 09:05	STATUS CODE	STATUS DATE

INVOLVED VEHICLES

VEHPLATE # 9579843	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT Involved	VIN #
YEAR 2004	MAKE Ford	MODEL Crown Victoria	COLOR Silver/Aluminum	OWNER MANCINI, ANNA
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Deborah Caticchio is requesting a handicapped parking sign for her father Richard Mancini in front of his residence located at 1628 Scoville. Richard does not drive and resides in a single family home with a 2 car garage and does not have a placard issued to him. The valid IL handicapped placard# MA26049 belongs to Anna Mancini of the same address. There is one handicapped sign located at 1629 Scoville. The block is mostly single family homes.

Richard does not meet the requirements for handicapped parking or drop off zone according to the City of Berwyn ordinance 484.05. Richard does not drive nor has a valid placard issued to his name.

REPORTING OFFICER YOUNG, TERRY	Unit # 183	SUPERVISOR	Unit #
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Handicapped Space/Zone Traffic Engineer Site Inspection

Application # **1198**

Traffic Engineer or Designee Nicole Campbell

Comments: Applicant has garage and 1 vehicle.

Meets Traffic Criteria for:

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

Date: 4/5/2018

Police Report # 18-03496

Rec'd by City Clerk: **4/18/2018**
 To Alderman: **4/18/2018**
 To Council:
 Determination: **DENY**
 Notice to Applicant:
 Paid:
 Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



app# 1198

Margaret Paul
City Clerk



A Century of Progress with Pride
6700 West 26th 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

Richard Marcini
(Name of Handicapped Applicant)

(Date of Birth)

1628 S. Saville Ave
(Berwyn Address)

DEBORAH CATICCHIO
(Name of caregiver, or guardian if minor)

(Date of Birth)

(Telephone /Cell Phone Number)

Are you the homeowner? Yes / No

Is there a Driveway/Carport on the property? Yes / No

Is there a garage on the property? Yes / No

If so, what is the garage currently being used for? P.O. TRUCK

& BOAT

Crown Victoria Vehicle Information

FORD / 4 DOOR SEDAN
(Vehicle make and model)

2004 / GREY
(Year / Color)

9579843
(Illinois License Plate Number)

16747
(Current City Vehicle Sticker Number)

I am the driver of the vehicle Yes / No

MA 26049
(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

11/9/17
Date

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

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

A Century of Progress with Pride

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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)

MARIANO DY, MD

(Print Physician's Name)

4/29/17

(Date)
1325 Remington Rd. Suite A
Schaumburg, IL 60173

(Address and Telephone Number)

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



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www.berwyn-il.gov

Form B

Owner Consent For Handicap Sign

Placement/Drop-off Zone

I RICHARD MANCINI, owner/manager of the property at
1628 SCOVILLE AVE.
BERWYN, IL 60402, state as follows:

1) That N/A is a tenant at the above listed property.

2) That RICHARD MANCINI has no access to any parking on the premises.

3) That if RICHARD MANCINI 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 RICHARD MANCINI who longer resides on the premises.

Richard Mancini / 11/9/17
Signature/Date

Name: RICHARD MANCINI
Address: 1628 SCOVILLE AVE., BERWYN, IL 60402
Phone#: _____