

AGENDA
BERWYN CITY COUNCIL

October 24, 2017

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 10/10/2017

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D. Bid Openings

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

F. Reports from the Mayor

G. Reports from the Clerk

1. 2018 Meeting and Holiday Schedule

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H. Zoning Boards of Appeals

I. Reports from the Aldermen, Committees and Board

J. Reports from the Staff

1. Police Chief: Purchase one 2017 Ford Explorer

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2. Police Chief: Purchase one 2017 Ford Explorer

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3. Police Chief: Purchase one 2017 Ford F-150

Pg 23

4. Police Chief: 2016 Staffing Plan

Pg 31

5. City Administrator: Regulation and Licensing of Small Cell Facilities in the Right of Way/Ordinance

Pg 37

6. Deferred Item: Asst. City Administrator: New Line Networks Lease at Public Works Water Tower/Ordinance

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7. Asst. City Administrator: Electricity Supply Company – Direct Energy

Pg 85

8. City Attorney: Lombard Ave. Parking - Intergovernmental Agreement between Cicero and Berwyn

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9. City Attorney: Settlement of Case No. 16 CV 7166

Pg 105

10. Community Development Director: Chicago Cook County AFH Collaborative and CMAP - Intergovernmental Agreement/Resolution

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K. Consent Agenda

1. Payroll: 10/18/17 \$1,227,921.77

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2. Payables: 10/24/2017 \$1,760,287.26

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3. Handicap Parking Application #1165 – 2125 S. Wisconsin – Override

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4. Handicap Parking Application #1167 – 2734 S. Cuyler – Override

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5. Handicap Parking Application #1168 – 2806 S. Harvey – Override

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6. Handicap Parking Application #1171 – 1843 S. Home – Deny

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7. Handicap Parking Application #1176 – 2623 S. Clinton – Approve

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8. Handicap Parking Application #1178 – 2219 S. Clinton – Approve

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9. Kiwanis Club: Annual Peanut Day 10/19/2017 – 10/21/2017

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10. Berwyn Park District: All Hallows Eve 10/28/2017

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11. Chicago International Christian Church: Solicit Funds 10/28/2017; 11/4/2017 & 11/11/2017

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12. Cigars & Stripes: Annual October events 10/26 Craft Beer Tasting; 10/27 Outdoor Movie/Cubs;

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- 10/28 Halloween Party/Cubs & 10/31 Comedy Show/Cubs

_____ - Margaret Paul City Clerk

Total items: 23

Minutes
Berwyn City Council
October 10, 2017

CH

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Lennon, Ramirez, Reardon, Fejt, Santoy, Ruiz, Avila and Garcia.
2. The Pledge of Allegiance was recited and a moment of silence was offered in memory of Rebecca Joy Greening, granddaughter of former Alderman Richard Toman, in memory of Charles "Chuckie" Allison, and for the safety of the men and women protecting us on the streets of Berwyn, those who are in the Armed Forces, as well as all Veterans who have served.
3. The Open Forum portion of the meeting was announced. No one stepped forward to address the Council.
4. The minutes of the regular Berwyn City Council and of the Committee of the Whole meetings held on September 26, 2017 were submitted. Thereafter, Avila made a motion, seconded by Santoy, to approve the minutes as submitted and place same on file for audit. The motion carried by a voice vote.
5. Alderman Avila made a motion, seconded by Santoy, to suspend the rules and bring forward agenda items J-1 and J-2. The motion carried by a voice vote.
6. Item J-1 is a communication from Berwyn Fire Chief Dennis O'Halloran recommending the promotion and swearing in of James Mihalek to the rank of Lieutenant. Thereafter, Avila made the motion to concur, seconded by Santoy. The motion carried by a unanimous voice vote. Thereafter, Clerk Paul administered the Oath of Office.
7. Item J-2 is a communication by Chief O'Halloran recommending the promotion of Brian Smith to the rank of Engineer. Avila made a motion, seconded by Lennon, to concur and approve the appointment as submitted. The motion carried by a unanimous voice vote. Clerk Paul administered the Oath of Office.
8. The Mayor recognized attorney James Vasselli who presented information on Item E-1 submitted by Anthony Griffin. Mr. Vasselli offered to answer any questions about the item which contained the ordinance entitled: An Ordinance Terminating the Redevelopment Project Area of the City of Berwyn, Illinois, and Related Matters ("Ogden Avenue TIF"). Thereafter, Lennon made the motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
9. Alderman Lennon made a motion to amend his communication, seconded by Fejt, submitted on behalf of Berwyn Firefighters Local 506 to request that Windsor Avenue (between Harlem and Maple) be closed on Saturday, October 14, 2017 from 6:00 a.m. until 11:00 p.m. along with support from the Police, Fire and Public Works departments for the annual Light the Lamp for Burn Camp event. The motion passed by a unanimous voice vote. Thereafter, Lennon made the motion to approve the request as amended, seconded by Fejt. The motion carried by a voice vote.
10. Alderman Lennon submitted a communication on behalf of Irving Elementary School requesting permission for the school's Irving Eagles PTO Fall Fest on Friday, October 27, 2017 from 5:00 p.m. until 8:00 p.m. Thereafter, Lennon made the motion, seconded by Avila, to approve the request. The motion passed on a voice vote.

BERWYN CITY COUNCIL MINUTES
September 26, 2017

11. Alderman Lennon submitted a communication on behalf of the Depot District Business owners requesting approval for their Deck the Depot event to be held on Saturday, December 9, 2017 from 4:00 p.m. until 9:00 p.m. along Windsor Avenue from Oak Park to Home Avenue and Stanley Avenue from Oak Park to Home Avenue. No street closures are requested. Thereafter, Lennon made the motion, seconded by Fejt, to approve the event. The motion passed on a voice vote.
12. Fire Chief Dennis O'Halloran submitted a communication requesting the authorization of medical leave for Firefighter/Paramedic Kevin Conlon. Alderman Fejt made a motion, seconded by Avila, to approve the request and to extend leave up to six months. The motion carried by a voice vote.
13. Fire Chief Dennis O'Halloran submitted a communication on behalf of Berwyn Fire Fighters Local 506 seeking approval for their Pass the Helmet Drive to raise funds for the Susan G. Komen for the Cure organization. Alderman Fejt made a motion, seconded by Avila, to amend the communication changing the date of the event to October 21, 2017 with a rain date of October 28, 2017. The motion to amend passed with a unanimous voice vote. Thereafter, Fejt made a motion, seconded by Avila, to approve the event as amended. The motion carried by a voice vote.
14. City Attorney Anthony Bertuca submitted a communication requesting passage of a resolution entitled: **Resolution to Adopt the City of Berwyn's Emergency Operations Plan**. Avila made a motion, seconded by Lennon, to concur, **adopt** the resolution as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
15. Item J-6 was a deferred communication from the City Council meeting of September 26, 2017. At the request of the Mayor, Reardon made the motion, seconded by Lennon, to defer the item for two weeks. The motion passed on a voice vote.
16. Assistant City Administrator Ruth Volbre submitted a communication recommending the execution of a contract with Centerpoint Energy for the purchase of natural gas at a lock rate of \$.03490/therm for 36 months. Ms. Volbre introduced Mr. Vince Agozzino from Navigate Power, LLC who answered questions from the council members. Lennon made a motion, seconded by Reardon, to approve the contract as recommended. The motion passed on a unanimous roll call vote.
17. Public Works Director Robert Schiller submitted a communication informing the council of a Think Green grant in the amount of \$2,500 awarded to the City of Berwyn from Waste Management to be used for the purchase of White Oak trees to be planted in the city. Representatives from Waste Management presented the check to Mayor Lovero. Thereafter, Avila made the motion, seconded by Garcia, to accept the communication as informational. The motion passed by voice vote.
18. Public Works Director Robert Schiller submitted a communication with attached resolution entitled: **Resolution for Maintenance Under the Illinois Highway Code**. Avila made a motion, seconded by Ruiz, to concur, **adopt** the resolution as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
19. The consent agenda, items K-1 through K-8 were submitted:
 1. Payroll: 10/4/17 - \$1,156,983.05
 2. Payables: 10/04/2017 \$1,397,488.97
 3. Handicap Parking Application #1154, 6441 W. 19th St.: Denial
 4. Handicap Parking Application #1161, 1214 Scoville Ave: Denial

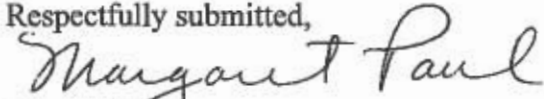
BERWYN CITY COUNCIL MINUTES
September 26, 2017

5. Handicap Parking Application #1164, 6448 W. 19th St: Denial
6. Handicap Parking Application #1169, 1818 S. Ridgeland: Denial
7. Collection and Licensing Report for August and September 2017
8. Building and Local Improvement Report and Permits issued for the month of September, 2017

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

20. There being no further business to come before the Council, Lennon made the motion, seconded by Ruiz, to adjourn at the hour of 8:25 p.m. The motion carried by a voice vote.

Respectfully submitted,

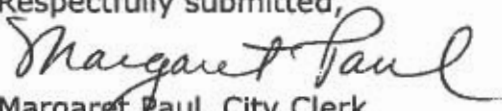


Margaret Paul
City Clerk

MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
October 10, 2017

1. Mayor Lovero called the Committee of the Whole to order at 6:00 p.m. A roll call was taken. The following Aldermen answered present: Lennon, Ramirez, Reardon, Fejt, Avila, and Garcia. Avila made a motion, seconded by Lennon, to excuse Aldermen Santoy and Ruiz. The motion carried by a unanimous voice vote.
2. Mayor Lovero recognized City Administrator Brian Pabst. Mr. Pabst made opening remarks on a proposed ordinance to regulate and license Small Cell Facilities within the City of Berwyn. A draft of an ordinance, along with a document prepared by Mobilite, LLC, was distributed to council members. Mr. Pabst then introduced Ms. Tiffany Nelson-Jaworski, an attorney with the Del Galdo Law Group, LLC, who explained the contents of the proposed ordinance along with current state and federal regulations and possible forthcoming state and federal regulations on Small Cell Facilities. Thereafter, discussion ensued. **Note: Ald. Ruiz present at 6:05 pm.**
3. The Mayor recognized Berwyn Police Chief Michael Cimaglia. Chief Cimaglia gave brief remarks on the topic of Police Mandatory Training Curriculum and Method of Training. Chief Cimaglia then introduced Division Commander Giordano Manfredini who provided council members with an overview of police training standards and requirements. Thereafter, questions and discussion ensued. Chief Cimaglia invited all elected officials to ride along with police officers and tour facilities to better understand police operations.
4. The Mayor recognized Alderman Ramirez who expressed his concern about residents' use of illegal fireworks within the city. Chief Cimaglia and Div. Commander Manfredini, along with Fire Chief Dennis O'Halloran, participated in the discussion of the issue with the Aldermen. All present expressed frustration with limits on the ability of the City to enforce current laws against fireworks. Further questions and discussion ensued. Suggestions for future counsel action were proposed.
5. At the request of Mayor Lovero, Avila made a motion, seconded by Lennon, to go into closed session for the purpose of discussing real estate. The motion passed by a unanimous voice vote. The Council entered the closed session at 7:05 p.m.
6. The Committee of the Whole was called back to Order at 7:30 p.m. and thereafter Garcia made the motion, seconded by Fejt, to adjourn.

Respectfully submitted,


Margaret Paul, City Clerk

9-1

The City of Berwyn



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

October 19, 2017

To: Mayor and City Council
From: Margaret Paul, City Clerk

Re: 2018 Meeting and Holiday Schedule

Ladies and Gentlemen:

I have attached the 2018 Berwyn City Council Meeting and Holiday Schedule for your consideration. Your concurrence is requested to approve the 2018 schedule and for authorization to post and publish same.

Respectfully,


Margaret Paul

Mp

Schedule of Regular Meetings of the Berwyn City Council for Fiscal Year 2018

Notice is Hereby Given that the City Council of the City of Berwyn will hold Regular Meetings in 2018 in the Council Chambers at the Municipal Building, 6700 W. 26th Street, Berwyn, Illinois, at 8:00pm every 2nd and 4th Tuesday. ** Except for Wednesday December 26, 2018 Due to Christmas Day.

January 9, 2018	July 10, 2018
January 23, 2018	July 24, 2018
February 13, 2018	August 14, 2018
February 27, 2018	August 28, 2018
March 13, 2018	September 11, 2018
March 27, 2018	September 25, 2018
April 10, 2018	October 9, 2018
April 24, 2018	October 23, 2018
May 8, 2018	November 13, 2018
May 22, 2018	November 27, 2018
June 12, 2018	December 11, 2018
June 26, 2018	**December 26, 2018 (Wednesday)

Notice is hereby given that the City Hall of Berwyn, Cook County, State of Illinois, will be closed in observance of the following:

Monday, January 1, 2018	New Year's Holiday
Monday, January 15, 2018	Martin Luther King Day
Monday, February 19, 2018	President's Day
Friday, March 30, 2018	Good Friday
Monday, May 28, 2018	Memorial Day
Wednesday, July 4, 2018	Independence Day
Monday, September 3, 2018	Labor Day
Monday, October 8, 2018	Columbus Day
Monday, November 12, 2018	Veterans Day
Thursday, November 22, 2018	Thanksgiving Day
Friday, November 23, 2018	Day after Thanksgiving
Monday, December 24, 2018	Christmas Eve
Tuesday, December 25, 2018	Christmas Day
Monday, December 31, 2018	New Year's Eve

Approved By The Berwyn City Council On, 2017

Margaret Paul – City Clerk



5-1

BERWYN POLICE DEPARTMENT
"Serving with Pride"



Mayor
Robert J. Lovero

Chief of Police
Michael D. Cimaglia

October 13, 2017

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

Ladies and Gentlemen:

The Berwyn Police Department is requesting authorization to purchase a 2017 Ford Explorer Police Packaged vehicle to be used by the Traffic Unit for DUI investigations and Accident Reconstruction cases. The purchase of the vehicle is covered under the Suburban Purchasing Cooperative sponsored by the Northwest Municipal Conference. This vehicle will be paid for with funds received from the State of Illinois for DUI Enforcement fines.

We are requesting your approval to waive the sealed bid process and accept the attached proposal from Currie Motors, an approved vendor on the State Contract Bid List, Contract #154, in the amount of \$30,339.00.

Thank you for your consideration of this request.

Respectfully,

Michael D. Cimaglia
Chief of Police



*A Joint Purchasing Program
For Local Government Agencies*

August 10, 2017

Currie Motors
Mr. Tom Sullivan
9423 West Lincoln Highway
Frankfort, IL 60423

Dear Mr. Sullivan:

This letter is to request a rollover from Ford Motor Company on the 2018 Ford Interceptor Sedan SPC Contract #154 with Currie Motors, Frankfort, IL along with the second of three (3) possible contract extensions from December 2 2017 through December 1, 2018. The SPC reserves the right to extend the contract for one more year upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

With acceptance of the 2018 model year roll over and contract extension, Currie Motors, Frankfort, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors, Frankfort, IL will handle all billing. Each vehicle purchased will be assessed a \$120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Currie Motors, Frankfort, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Purchasing Director
Northwest Municipal Conference

9-21-17

08/10/17
Name: Ellen Dayan Date
Northwest Municipal Conference

Name: Tom Sullivan Date
Currie Motors

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintill
Phone (630) 571-0480
Fax (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone (847) 296-9200
Fax (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paemel
Phone (708) 206-1155
Fax (708) 206-1155

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Blom
Phone (815) 729-3535
Fax (815) 729-3536



Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for:

City of Berwyn

Prepared by:

Kristen DeLaRiva
Office: 708-479-1100
Email: fleetcurrie@gmail.com

Date: 09/28/2017

Vehicle: 2017 Utility Police Interceptor Base
AWD

Quote ID: BerwynBlue





Selected Options

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$31,995.00
Packages		
500A	Order Code 500A <i>Includes:</i> <ul style="list-style-type: none"> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel - Includes center caps and full size spare - Unique HD Cloth Front Bucket Seats w/Vinyl Rear - Includes driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar passenger 2-way manual track (fore/aft with manual recline) and built-in steel intrusion plates in both front seatbacks - Radio: MyFord AM/FM/CD/MP3 Capable - Includes clock 6 speakers and 4 2" color LCD screen center-stack Smart Display 	N/C
Powertrain		
99R	Engine: 3.7L V6 Ti-VCT FFV	Included
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
Wheels & Tires		
STDTR	Tires: P245/55R18 AS BSW	Included
64E	Wheels: 18" Painted Aluminum <i>Spare wheel is an 18" conventional (Police) black steel wheel</i>	\$475.00
Seats & Seat Trim		
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear <i>Includes driver 6-way power track (fore/aft up/down, tilt with manual recline 2-way manual lumbar passenger 2-way manual track (fore/aft with manual recline) and built-in steel intrusion plates in both front seatbacks</i>	Included
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock 6 speakers and 4 2" color LCD screen center-stack Smart Display</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Selected Options (cont'd)

Code	Description	MSRP
65U	Interior Upgrade Package <i>Includes:</i> - 1st & 2nd Row Carpet Floor Covering - Includes front and rear floor mats - Unique HD Cloth Front Bucket Seats w/Cloth Rear - Includes driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft with manual recline) and built-in steel intrusion plates in both front seatbacks - Center Floor Console Less Shifter - Includes unique police console finish plate, console top plate - finish 3 (including 2 cup holders) - Front Console Plate Delete	\$390.00
86P	Front Headlamp/Police Interceptor Housing Only Recommend using pre-wiring for grille, LED lights, siren and speaker 60A. <i>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</i>	\$125.00
66B	Tail Lamp Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes base LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in tailamps. LED lights only. Wiring and controller not included.</i>	\$425.00
16C	1st & 2nd Row Carpet Floor Covering <i>Includes front and rear floor mats</i>	Included
85D	Front Console Plate Delete	Included
549	Heated Sideview Mirrors	\$60.00
47A	Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling</i>	\$260.00
595	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Fobs are unique and are not fobbed-alike</i>	\$260.00
16D	Badge Delete <i>Deletes the Police Interceptor badging on rear liftgates and the Interceptor badging on front hood (EcoBoost)</i>	N/C
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
Interior Colors		
FW_01	Charcoal Black	N/C
Primary Colors		
LK_01	Dark Blue	N/C

Upfit Options

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Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)
 Price Level: 750 Quote ID: BerwynBlue

Selected Options (cont'd)

Code	Description	MSRP
ESP	6 year / 100,000 Extra Care Warranty	\$1,620.00
	6 year / 100,000 mile Extra Care Warranty	
P-01	Municipal Plates/Tille-Shipped	\$145.00
SUBTOTAL		\$35,855.00
Destination Charge		\$945.00
TOTAL		\$36,800.00

Vehicle Price →

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois. 604231388
 Office: 708-479-1100

2017 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)
 Price Level: 750 Quote ID: BerwynBlue

Warranty - Selected Equipment & Specs

Warranty

<i>Basic</i>			
Distance	36000 miles	Months	36 months
<i>Powertrain</i>			
Distance	100000 miles	Months	60 months
<i>Corrosion Perforation</i>			
Distance	Unlimited miles	Months	60 months
<i>Roadside Assistance</i>			
Distance	60000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/26/2017



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)
 Price Level: 750 Quote ID: BerwynBlue

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$31,995.00
Options & Colors	\$2,095.00
Upfitting	\$1,765.00
Destination Charge	\$945.00
<i>Discount Adjustments</i>	
Discount	-\$6,461.00
Total	\$30,339.00

Product Part →

Customer Signature _____

Acceptance Date _____

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information

Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT
"Serving with Pride"



Chief of Police
Michael D. Cimaglia

October 20, 2017

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

Ladies and Gentlemen:

The Berwyn Police Department is requesting authorization to purchase a 2017 Ford Explorer to replace a vehicle purchased in 2016 which was involved in an automobile accident on 8/20/17. The insurance company has declared the vehicle as a total loss. The purchase cost of the vehicle was \$31,537.00 and we will be receiving \$23,333.34 from the insurance company for this loss. We continue to work with the insurance company to recoup the full loss of the vehicle.

We are requesting your approval to waive the sealed bid process and accept the attached proposal from Currie Motors, an approved vendor on the State Contract Bid List, in the amount of \$31,537.00. The vehicle is in stock on the lot and ready for immediate delivery. The vehicle is covered under the Suburban Purchasing Cooperative sponsored by the Northwest Municipal Conference.

Thank you for your consideration of this request.

Respectfully,

Michael D. Cimaglia
Chief of Police

attachment



Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for:

City of Berwyn

Prepared by:

Kristen DeLaRiva
Office: 708-479-1100
Email: fleetcurrie@gmail.com

Date: 09/28/2017

Vehicle: 2017 Utility Police Interceptor Base
AWD





Selected Options

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$31,995.00
Packages		
500A	Order Code 500A <i>Includes:</i> - Engine: 3.7L V6 TI-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	N/C
Powertrain		
99R	Engine: 3.7L V6 TI-VCT FFV	Included
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
Wheels & Tires		
STDTR	Tires: P245/55R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	Included
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	Included

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Selected Options (cont'd)

Code	Description	MSRP
86P	Front Headlamp/Police Interceptor Housing Only Recommend using pre-wiring for grille, LED lights, siren and speaker 60A. <i>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</i>	\$125.00
86T	Tail Lamp/Police Interceptor Housing Only Recommend using Ultimate Wiring Package 67U. <i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i>	\$60.00
66C	Rear Lighting Solution Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U). <i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i>	\$455.00
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$20.00
17T	Red/White Dome Lamp in Cargo Area	\$50.00
21L	Front Warning Auxiliary LED Lights <i>Includes driver side - red / passenger side - blue.</i>	\$550.00
21W	Forward Indicator Pocket Warning LED Lights <i>Includes warn, park, turn (driver side - red / passenger side - blue).</i>	\$640.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
63L	Rear Quarter Glass Side Marker LED Lights <i>Includes driver side - red / passenger side - blue.</i>	\$575.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
53M	SYNC Basic (Voice-Activated Communications System) <i>Includes single USB port and single auxiliary audio input jack.</i>	\$295.00
68G	Rear-Door Handles Inoperable/Locks Inoperable	\$35.00
18W	Windows - Rear-Window Power Delete <i>Operable from front driver side switches.</i>	\$25.00
76R	Reverse Sensing	\$275.00

Interior Colors

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Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Selected Options (cont'd)

Code	Description	MSRP
9W_01	Charcoal Black	N/C
Primary Colors		
G1_02	Shadow Black	N/C
Upfit Options		
ESP	6 year / 100,000 Extra Care Warranty <i>6 year / 100,000 mile Extra Care Warranty</i>	\$1,620.00
P-01	Municipal Plates/Title-Shipped	\$145.00
SUBTOTAL		\$37,310.00
Destination Charge		\$945.00
TOTAL		\$38,255.00

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Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Warranty - Selected Equipment & Specs

Warranty

<i>Basic</i>			
Distance	36000 miles	Months	36 months
<i>Powertrain</i>			
Distance	100000 miles	Months	60 months
<i>Corrosion Perforation</i>			
Distance	Unlimited miles	Months	60 months
<i>Roadside Assistance</i>			
Distance	60000 miles	Months	60 months

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Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)
 Price Level: 750

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$31,995.00
Options & Colors	\$3,550.00
Upfitting	\$1,765.00
Destination Charge	\$945.00
<i>Discount Adjustments</i>	
Discount	-\$6,718.00
Total	\$31,537.00

Purchasing Price

Customer Signature

Acceptance Date

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Prepared for: City of Berwyn
 By: Kristen DeLaRiva Date: 09/28/2017



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT
"Serving with Pride"



Chief of Police
Michael D. Cimaglia

October 13, 2017

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

Ladies and Gentlemen:

The Berwyn Police Department is requesting authorization to purchase a 2017 Ford F-150 for investigations. The purchase of the vehicle is covered under the Suburban Purchasing Cooperative sponsored by the Northwest Municipal Conference. This vehicle will be paid for out of State Asset Forfeiture Funds.

We are requesting your approval to waive the sealed bid process and accept the attached proposal from Currie Motors Frankfort Inc., at a cost in the amount of \$36,333.00. Currie Motors is an approved vendor on the State Bid Contract List and is honoring this price from the 2016 Contract #148 which is a savings to us of \$1,155.00.

Thank you for your consideration of this request.

Respectfully,

Michael D. Cimaglia
Chief of Police

attachment



Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for:

City Of Berwyn

Prepared by:

THOMAS SULLIVAN
Office: 708-479-1100

Date: 09/28/2017

Vehicle: 2017 F-150 XLT
4x4 SuperCrew Cab Styleside 5.5' box 145"
WB





Selected Options

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$41,235.00
Packages		
301A	Equipment Group 301A Mid	\$2,150.00
	- Option Discount	-\$1,000.00
	<p><i>Includes:</i></p> <ul style="list-style-type: none"> - Transmission: Electronic 6-Speed Automatic Includes tow/haul and sport mode. - Fixed Backlight w/Privacy Glass - Rear Window Defroster - 8-Way Power Driver's Seat - 4.2" Productivity Screen in Instrument Cluster - BoxLink Includes 4 premium locking cleats. - Power Glass Heated Sideview Mirrors Includes manual folding, turn signal, auto-dimming feature (driver's side) and black skull caps. - Auto-Dimming Rearview Mirror - Leather-Wrapped Steering Wheel - Rear View Camera w/Dynamic Hitch Assist - Power-Adjustable Pedals - Rear Under-Seat Storage - Class IV Trailer Hitch Receiver Includes towing capability up to 5,000 lbs. on 3.5L TI-VCT engine (998) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (99F). smart trailer tow connector and 4-pin/7-pin wiring harness. - Radio: Single-CD w/SiriusXM Satellite Includes 7 speakers and a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. 	
Powertrain		
99F	Engine: 5.0L V8 FFV	\$1,795.00
	<p><i>Includes:</i></p> <ul style="list-style-type: none"> - GVWR: 7,000 lbs Payload Package 	
446	Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul and sport mode.</i>	
XL9	Electronic Locking w/3.55 Axle Ratio	\$470.00
NONGV2	GVWR: 7,000 lbs Payload Package	Included
Wheels & Tires		
T84	Tires: P275/65R18 OWL A/S	Included
64R	Wheels: 18" 6-Spoke Machined-Aluminum	Included
	<i>Includes magnetic painted pockets.</i>	
Seats & Seat Trim		

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Prepared for: City Of Berwyn
 By: THOMAS SULLIVAN Date: 09/28/2017



Selected Options (cont'd)

Code	Description	MSRP
J	Unique Sport Cloth 40/Console/40 Front-Seats <i>Includes 4-way adjustable driver/passenger headrests, power driver/manual passenger lumbar, flow-through console with floor shift and 2nd outlet in console when ordered with 110V/400W outlet (91V).</i>	Included

Other Options

145WB	145" Wheelbase	STD
58C_	Radio: Single-CD w/SiriusXM Satellite <i>Includes 7 speakers and a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i>	Included
862	XLT Sport Appearance Package <i>Includes unique interior finish. includes: - Wheels: 18" 6-Spoke Machined-Aluminum Includes magnetic painted pockets. - Tires: P275/65R18 OWL A/S - Accent-Color Step Bars - Black Billet Style Grille w/Body-Color Surround Includes black mesh insert - Body-Color Door & Tailgate Handles Includes body-color bezel on side doors and black on tailgate. - Body-Color Front & Rear Bumpers Includes body-color front fascia and wheelip moldings. - Box Side Decal - Single-Tip Chrome Exhaust - Unique Sport Cloth 40/Console/40 Front-Seats Includes 4-way adjustable driver/passenger headrests, power driver/manual passenger lumbar, flow-through console with floor shift and 2nd outlet in console when ordered with 110V/400W outlet (91V).</i>	\$1,245.00
53B	Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to 5,000 lbs. on 3.5L Ti-VCT engine (99B) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (99F). smart trailer tow connector and 4-pin/7-pin wiring harness.</i>	Included
53A	Trailer Tow Package Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54M or 54Y/59S). Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.	\$895.00

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Prepared for: City Of Berwyn
By: THOMAS SULLIVAN Date: 09/28/2017



Selected Options (cont'd)

Code	Description	MSRP
	<p>Towing capability up to 11,100 lbs. Includes: - Class IV Trailer Hitch Receiver Includes towing capability up to 5,000 lbs. on 3.5L Ti-VCT engine (998) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs. on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (99F). smart trailer tow connector and 4-pin/7-pin wiring harness. - Auxiliary Transmission Oil Cooler - Engine Oil Cooler - Pro Trailer Backup Assist Includes tailgate LED and 4.2" LCD productivity screen in instrument cluster. - Upgraded Front Stabilizer Bar</p>	
57Q	Rear Window Defroster	Included
435_	Power-Sliding Rear Window	\$350.00
	<p>Includes privacy glass. Includes: - Rear Window Defroster</p>	
54R	Power Glass Heated Sideview Mirrors	Included
	<p>Includes manual folding, turn signal, auto-dimming feature (driver's side) and black skull caps. Includes: - Auto-Dimming Rearview Mirror</p>	
PAINT	Monotone Paint Application	STD
50N_	Voice-Activated Navigation	\$795.00
	- Option Discount	-\$500.00
	Includes SiriusXM Traffic and Travel Link.	
91V	110V/400W Outlet	\$200.00
76C	Rear View Camera w/Dynamic Hitch Assist	Included
68P	Snow Plow Prep Package	\$50.00
	<p>"SnowPlow" mode button on instrument panel will disable (load shed) the following features to maintain required electrical charge margins during plow operation/us: 110V inverter, fog lamps, heated steering wheel, heated front/rear seats and massaging seats. SnowPlow button also activates relay to snowplow controls. Note: The F-150 snowplow installation is intended for residential/personal use only.</p>	
55B	BoxLink	Included
	Includes 4 premium locking cleats	
52L	SYNC 3	\$450.00
	<p>Includes enhanced voice recognition communications and entertainment system. 8" LCD touchscreen in center stack with swiping and pinch-to-zoom capabilities, pinch-to-zoom capability included with available voice activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB ports. Note: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphones platforms. Commands may vary by phone and AppLink software.</p>	
Interior Colors		
JB_01	Black	N/C
Primary Colors		
J7_02	Magnetic Metallic	N/C

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Prepared for: City Of Berwyn
 By: THOMAS SULLIVAN Date: 09/28/2017



Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

2017 F-150, SuperCrew Cab Styleside
4x4 SuperCrew Cab Styleside 5.5' box 145" WB
XLT(W1E)
Price Level: 755

Selected Options (cont'd)

Code	Description	MSRP
	SUBTOTAL	\$48,135.00
	Destination Charge	\$1,295.00
	TOTAL	\$49,430.00

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Prepared for: City Of Berwyn
By: THOMAS SULLIVAN Date: 09/28/2017



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 F-150, SuperCrew Cab Styleside
 4x4 SuperCrew Cab Styleside 5.5' box 145" WB
 XLT(W1E)
 Price Level: 755

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
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Powertrain

Distance	60000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60000 miles	Months	60 months
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Prepared for: City Of Berwyn
 By: THOMAS SULLIVAN Date: 09/28/2017



Currie Motors Frankfort Inc
 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
 Office: 708-479-1100

2017 F-150, SuperCrew Cab Styleside
 4x4 SuperCrew Cab Styleside 5.5' box 145" WB
 XLT(W1E)
 Price Level: 755

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$41,235.00
Options & Colors	\$6,900.00
Upfitting	\$0.00
Destination Charge	\$1,295.00
<i>Discount Adjustments</i>	
Discount	-\$13,097.00
Total	\$36,333.00

DISCOUNTED PRICE

 Customer Signature

 Acceptance Date

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Prepared for: City Of Berwyn
 By: THOMAS SULLIVAN Date: 09/28/2017



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police
Michael D. Cimaglia

Honorable Mayor Robert J. Lovero
Berwyn City Hall
6700 W 26th Street

09 October 2017

RE: 2016 Council approved Staffing Plan

Dear Mayor Lovero,

On January 12, 2016, Chief James Ritz submitted a Police Department staffing plan to the Berwyn City Council. I have attached a copy of the submitted plan for your review. The plan was voted on and approved by the members of the 2016 city council. The plan was placed into motion and the initial requests were completed. As a result, one (1) Sergeant was promoted to the rank of Lieutenant and two (2) patrolmen were promoted to the rank of Sergeant. A grievance filed by the IMPA Union resulted in the promotion of a third patrolman to the rank of Sergeant.

After numerous discussions with the Finance Department, budgetary restraints will not permit us to fully execute this staffing plan. I am asking Berwyn City Council to retract this staffing plan and to allow me to reduce supervisor positions through attrition. I am requesting to be allowed to reduce two Sergeants and one Lieutenant through attrition; the positions that have already been filled by this plan.

We will not be reducing the number of uniformed Police Officers, just the supervisory staff. I request your acceptance of this amendment to the original staffing plan that was submitted and approved in 2016.

Respectfully,

Michael D. Cimaglia
Chief of Police
Berwyn Police Department
6401 W. 31st Street
Berwyn, IL 60402
Phone: 708-795-2100
Fax: 708-795-0718

E-mail: Mcimaglia@ci.berwyn.il.us
Cc: Anthony Bertuca, City Legal Department
Rasheed Jones, Director of Finance

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

AGENDA
BERWYN CITY COUNCIL

REGULAR MEETING
JANUARY 12, 2016
8:00 PM

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

- A. Pledge of Allegiance and Moment of Silence
- B. Open Forum
- C. Approval of Minutes
 - 1. Regular City Council and Committee of the Whole Meetings held on 12/22/15 Pg 2
- D. Bid Openings
- E. Berwyn Development Corp., Berwyn Township/Health District
- F. Reports from the Mayor
 - 1. Resignation from Berwyn's Fire and Police Commission Pg 5
 - 2. Appointment of Anthony Nowak to the Fire and Police Commission Pg 7
 - 3. The Illinois Municipal Police Association Berwyn Chapter Local #1 (IMPA) Contract Approval Pg 10
- G. Reports from the Clerk
- H. Zoning Boards of Appeals
- I. Reports from the Aldermen, Committees and Board
 - 1. Alderman Laureto – Berwyn Historical Society Request for Funding Pg 11
- J. Reports from the Staff
 - 1. Police Chief – Request to Swear-in New Berwyn Police Officer – Joseph Meredith Pg 14
 - 2. Police Chief – Police Department Staffing Plan Pg 16
 - 3. Fire Chief – Retirement of Engineer Steve Petergal Pg 17
 - 4. Fire Chief – Request Permission to Contact the Fire and Police Commission Pg 18
 - 5. Fire Chief – Resignation of Probationary Firefighter/Paramedic Richard Armentano & Request Permission to Contact the Fire and Police Commission Pg 19
 - 6. City Attorney – Pre-Litigation Settlement Pg 20
 - 7. City Attorney – Pre-Litigation Settlement Pg 21
 - 8. City Attorney – Settlement of Case No. 2013 L 10436 Pg 22
 - 9. Finance Director – Surplus Property Auction Sale Pg 23
- K. Consent Agenda
 - 1. Payroll – 12/30/15: \$1,057,836.49 Pg 24
 - 2. Payables – 1/12/16: \$1,147,255.18 Pg 25
 - 3. Building and local Improvement Permits issued in the month of December, 2015 Pg 32
 - 4. Handicap Parking Space Application #991 – 3832 S. Kenilworth – Approve Pg 59
 - 5. Handicap Parking Application #1071 – 1440 S. Kenilworth – Deny Pg 67
 - 6. Handicap Parking Application #1075 – 1337 S. Clarence – Deny Pg 74
 - 7. Handicap Parking Zone Application #1077 – 3816 S. Lombard – Approve Pg 82
 - 8. Handicap Parking Space Application #1080 – 1513 S. East – Approve Pg 91

_____ - Thomas J. Pavlik, MMC

Total items submitted: 22

MINUTES
BERWYN CITY COUNCIL
January 12, 2016

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was given for the family of Timoteo Hernandez, beloved father of Ana Espinoza and father-in-law of Berwyn Trustee Edward Espinoza; for the family Kenneth Harris, Firefighter for the Village of Oak Park; and for the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and all Veterans.
3. The open forum portion of the meeting was announced. There being no speakers, the open forum portion of the meeting was declared closed.
4. Minutes of the regular Berwyn City Council and Committee of the Whole meetings held on December 22, 2015 were submitted. Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forward agenda items J-1 and J-3. The motion carried by a voice vote. J-1 is a communication from the Police Chief Requesting to Swear-in New Berwyn Police Officer, Joseph Meredith. Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
6. Item J-3 is a communication from the Fire Chief regarding the Announcement of Retirement of Engineer Steve Petergal, a 27 year plus Veteran of the Berwyn Fire Department. Thereafter, Avila made a motion, seconded by Fejt, to concur and approve as submitted. The motion carried by a voice vote.
7. The Mayor submitted a communication regarding the resignation of Mr. Richard Toman from the Berwyn Fire and Police Commission. Thereafter, Paul made a motion, seconded by Chapman, to concur, approve as submitted and thanked former Alderman Toman for all the years of service he provided Berwyn. The motion carried by a voice vote.
8. The Mayor submitted a communication regarding the Appointment of Anthony Nowak to the Fire and Police Commission. Avila made a motion, seconded by Laureto, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
9. The Mayor submitted a communication regarding the Illinois Municipal Police Association Berwyn Chapter Local #1 (IMPA) Contract Approval. Thereafter, Avila made a motion, seconded by Chapman, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

BERWYN CITY COUNCIL MINUTES

January 12, 2016

10. Alderman Laureto submitted a communication from the Berwyn Historical Society Requesting Additional Funding. Thereafter, Laureto made a motion, seconded by Chapman, to refer the matter to the Budget committee. The motion carried by a unanimous roll call vote.
11. The Police Chief submitted a communication regarding a Police Department Staffing Plan. The Mayor recognized Police Chief Ritz to respond to Alderman Paul's questions and concerns regarding the staffing plan. Chief Ritz stated the staffing plan is requesting the promotion of one Lieutenant and two Sergeants to meet current command staffing needs and upon final plan execution and 2016 budget approval, the PD will hire four additional police officers at mid-term fiscal year, which will serve to fill the vacancies created by these promotions. Thereafter, Chapman made a motion, seconded by Avila, to concur, approve as submitted and granting permission to contact the Fire and Police Commission. The motion carried by the following call of the roll: Yeas: Chapman, Boyajian, Santoy, Avila and Laureto. Nays: Paul, Fejt and Polashek.
12. The Fire Chief submitted a communication requesting permission to contact the Fire and Police Commission to begin the process of replacement for a Firefighter/Paramedic due to the retirement of Eng. Petergal. Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as submitted and grant permission. The motion carried by a voice vote.
13. The Fire Chief submitted a communication regarding the Resignation of Probationary Firefighter/Paramedic Richard Armentano and request for permission to contact the Fire and Police Commission to begin the process of a replacement. Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as submitted and grant permission. The motion carried by a voice vote.
14. The City Attorney submitted a communication regarding a Pre-Litigation Settlement. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve as submitted and approve for payment in the amount not to exceed \$5,320.00. The motion carried by a unanimous roll call vote.
15. The City Attorney submitted a communication regarding a Pre-Litigation Settlement. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approve as submitted and approve for payment in the amount not to exceed \$6,500.00. The motion carried by a unanimous roll call vote.
16. The City Attorney submitted a communication regarding the Settlement of Case No. 2013 L 10436. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approve as submitted and approve for payment in the amount not to exceed \$425,000.00. The motion carried by a unanimous roll call vote.
17. The Finance Director submitted a communication regarding Surplus Property Auction Sale of four Ford Taurus Vehicles from the Public Works Department. Thereafter, Boyajian made a motion, seconded by Avila, to concur, grant permission and approve as submitted. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES
January 12, 2016

18. The consent agenda, items K-1 through K-8 were submitted:
1. Payroll – 12/30/2015 \$1,057,836.49 – Approved
 2. Payables – 1/12/2016 \$1,147,255.18– Approved
 3. Building and Local Improvement Permits Issued in the month of December, 2015
 4. Handicap Parking Space Application #991 – 3832 S. Kenilworth – Approved
 5. Handicap Parking Application #1071 – 1440 S. Kenilworth – Denied
 6. Handicap Parking Application #1075 – 1337 S. Clarence – Denied
 7. Handicap Parking Zone Application #1077 – 3816 S. Lombard – Approved
 8. Handicap Parking Space Application #1080 – 1513 S. East – Approved
- Thereafter, Avila made a motion, seconded by Laureto, to concur and approve by omnibus vote designation. The motion carried by a voice vote.
19. Alderman Chapman called a Budget Committee meeting for Wednesday, January 20, 2016 at 3:30 pm.
20. Alderman Fejt called a Building, Zoning and Planning Committee meeting for Thursday, January 28, 2016 at 5:30 pm.
21. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:29 p.m. The motion carried by a voice vote.

Respectfully submitted,

Thomas J. Pavlik, MMC
City Clerk

J-2



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT
"Serving with Pride"



Chief of Police
James D. Ritz

ITEM NO. 11
DATE JAN 12 2016
DISPOSITION
Concurred

January 7, 2016

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

RE: POLICE DEPARTMENT STAFFING PLAN

Dear Mayor Lovero:

The Berwyn Police Department is requesting approval to implement a comprehensive staffing plan in order to meet our professional performance standards and initiatives in our patrol and supervisory ranks. The staffing plan would encompass the promotion of one (1) Lieutenant, two (2) Sergeants and, upon final plan execution and 2016 budget approval is to hire four (4) additional police officers at mid-term fiscal year.

In today's climate, law enforcement is facing many complex challenges as revealed in the national media every day. As a department, we achieve our objectives by effectively and efficiently managing our resources. Overall, the Berwyn Police Department will show immediate benefits with a boost in morale, and increased operational efficiency with council approval of the presented staffing plan.

Thank you for your consideration and approval of this request.

Respectfully,

James D. Ritz
Chief of Police



A Century of Progress with Pride

**TO: ROBERT LOVERO, CITY MAYOR
ALDERMEN OF THE CITY COUNCIL**

CC: THE HONORABLE MARGARET PAUL, CITY CLERK

FROM: BRIAN PABST, CITY ADMINISTRATOR

DATE: OCTOBER 24, 2017

**RE: AN ORDINANCE ADOPTING PART TEN, TITLE EIGHT, CHAPTER 1080 OF THE
CODIFIED ORDINANCES OF BERWYN, REGARDING THE REGULATION AND
LICENSING OF SMALL CELL FACILITIES IN THE RIGHT OF WAY IN THE CITY
OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

On October 24, 2017, the City Council (the "Council") of the City of Berwyn, Illinois (the "City") will consider an ordinance entitled, "*An Ordinance Adopting Part Ten, Title Eight, Chapter 1080 of the Codified Ordinances of Berwyn, Regarding the Regulation and Licensing of Small Cell Facilities in the Right of Way in the City of Berwyn, County of Cook, State of Illinois* (the "Ordinance")."

This Ordinance amends the Codified Ordinances of the City of Berwyn (the "City Code") to add a new chapter to the City Code regulating small cell facilities in the right of way ("ROW"). This Ordinance was first presented to the Committee of the Whole on October 10, 2017 for review and to provide an opportunity for elected and appointed City officials to provide comments related to the Ordinance. The Ordinance has been amended to reflect some concerns of certain department heads related to the administration of this Ordinance.

If approved, the Ordinance establishes a comprehensive regulatory scheme related to regulating and licensing small cell facilities for personal wireless telecommunications facilities in the ROW. The Ordinance provides for both an application fee (\$1,000 to \$2,000 depending on the pole – ComEd or City) and an annual licensing fee to be paid by the applicant (\$1,200 to \$3,600 depending on the pole) to be paid to the City. The Ordinance also establishes an application procedure and provides for inspections of the pole upon which the applicant seeks to attach the small cell facility. Finally, the Ordinance regulates the location, co-location, and aesthetics of these small cell facilities (the color of the facility must match the pole).

Recommended Action: Approve attached ordinance

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ADOPTING PART TEN, TITLE EIGHT, CHAPTER 1080
OF THE CODIFIED ORDINANCES OF BERWYN, REGARDING THE
REGULATION AND LICENSING OF SMALL CELL FACILITIES IN THE
CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine Reardon
Robert Fejt
Cesar A. Santoy
Alicia Ruiz
Rafael Avila
Edgar Garcia
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____
day of _____, 2017.

ORDINANCE _____

AN ORDINANCE ADOPTING PART TEN, TITLE EIGHT, CHAPTER 1080 OF THE CODIFIED ORDINANCES OF BERWYN, ILLINOIS REGARDING THE REGULATION AND LICENSING OF SMALL CELL FACILITIES IN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the City is further authorized to adopt the amendments contained herein pursuant to its authority to regulate the public right-of-way pursuant to Section 11-80-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-80-1 *et seq.*); and

WHEREAS, the City utilizes the public right-of-ways within its corporate limits to provide essential public services to the City’s residents and businesses. The public right-of-ways within the City are a limited public resource held by the City for the benefit of its residents, and the City has a custodial duty to ensure that the public right-of-way is used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell facilities, distributed antenna systems and other personal wireless telecommunication facilities (collectively, “Cellular Equipment”) on utility and street light poles and other structures in the public right-of-way; and

WHEREAS, while State and federal law limit the authority of local governments to enact laws that unreasonably discriminate among providers of functionally equivalent services, prohibit or have the effect of prohibiting the provision of telecommunications

services by wireless service providers, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to Cellular Equipment installations in the public right-of-way; and

WHEREAS, in anticipation of continued increased demand for placement of Cellular Equipment installations within the public right-of-way, the Mayor (the "Mayor") and the City Council of the City (the "City Council" and with the Mayor, the "Corporate Authorities") find that it is in the best interests of the public health, safety and general welfare of the City and its residents to amend the Code of Ordinances of the City of Berwyn, Illinois (the "City Code") as set forth herein in order to clarify the standards for the construction, installation, use, maintenance and repair of Cellular Equipment facilities, systems and installations within the public right-of-way in the City so as to, among other things: (i) prevent interference with the facilities and operations of the City's utilities and of other utilities lawfully located in public right-of-way or property; (ii) provide specific regulations and standards for the placement and siting of personal wireless telecommunication facilities within public right-of-way in the City; (iii) preserve the character of the neighborhoods in which facilities are installed; (iv) minimize any adverse visual impact of personal wireless telecommunication facilities and prevent visual blight in the neighborhoods in which facilities are installed; (v) facilitate the location of personal wireless telecommunication facilities in permitted locations within the public right-of-way in the City; and (vi) assure the continued safe use and enjoyment of private properties adjacent to personal wireless telecommunication facilities; and

WHEREAS, in order for the City to properly license, regulate and inspect Cellular Equipment, the City must adopt certain procedures and charge certain licensing fees and inspection fees; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the public health, safety and welfare and to ensure the efficient operation of government to adopt certain rules and regulations as well as fees related to the licensing, regulating and inspecting of Cellular Equipment and the installation and maintenance of same in order to adequately reimburse the City for the financial burden of licensing, regulating and inspecting Cellular Equipment; and

WHEREAS, in light of the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the City and its residents to adopt Part Ten, Title Eight, Chapter 1080 for inclusion in the Codified Ordinances of Berwyn, Illinois (the "City Code") as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, as follows:

ARTICLE I. IN GENERAL

Section 1.00 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to adopt Part Ten, Title Eight, Chapter 1080 for inclusion in the City Code to establish certain rules and regulations as well as fees related to the licensing, regulating and inspecting of Cellular Equipment and the installation and maintenance of same in order to adequately reimburse the City for the financial burden of

licensing, regulating and inspecting Cellular Equipment and to authorize the Mayor and other City officials to take all action necessary to carry out the intent of this Ordinance.

**ARTICLE II.
ADOPTION OF PART TEN, TITLE EIGHT, CHAPTER 1080 FOR INCLUSION IN
THE CITY CODE**

Section 3.00 Adoption of Part Ten, Title Eight, Chapter 1080.

The City Code is hereby amended, notwithstanding any provision, ordinance, resolution or City Code section to the contrary, by adopting Part Ten, Title Eight, Chapter 1080 as follows:

TITLE 8. SMALL CELL ANTENNAS/TOWERS IN THE RIGHT OF WAY

Chapter 1080 **Small Cell Antennas and Towers in the Right of Way.**

Section 1080.01 **Definitions.**

For the purposes of this Chapter, the following terms will have the following meaning:

Alternative Antenna Structure shall mean an existing pole or other structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a City-owned infrastructure.

Antenna shall mean communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

Applicant shall mean any person or entity submitting an application to install personal wireless telecommunication facilities or structures to support the facilities within a public right-of-way.

City-Owned Infrastructure shall mean infrastructure in public right-of-way within the boundaries of the City, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the City.

Distributed Antenna System ("DAS") shall mean a network or facility to which all the following apply: (1) it distributes radio frequency signals to provide Wireless Service; (2) it meets the size limitations of a Small Cell Facility; and (3) it consists of all the following: (a) remote antenna nodes deployed throughout a desired coverage area; (b) a high-capacity signal transport medium connected to a central hub site; and (c)

equipment located at the hub site to process or control the radio frequency signals through the antennas.

Facility shall mean all structures, devices, objects and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable antennas, Distributed Antenna Systems, Small Cell Facilities, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across or within rights-of-way governed by this Chapter. For purposes of this Chapter, the term "facility" shall not include any facility owned or operated by the City, unless otherwise provided herein.

Landscape Screening shall mean the installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.

Monopole shall mean a structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure.

Personal Wireless Telecommunication Antenna shall mean an antenna that is part of a personal wireless telecommunications facility.

Personal Wireless Telecommunication Equipment shall mean equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.

Personal Wireless Telecommunications Facility shall mean an antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging and Wi-Fi antenna service.

Replace or replacement shall mean to substitute a new facility, in its entirety, for an existing facility.

Right-of-Way shall mean land dedicated or utilized for a street, trail, sidewalk, utility, railroad or other similar purpose.

Small Cell Facility shall mean a Personal Wireless Telecommunications Facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area. Generally, these installations are single-service provider installations. Small Cell Facilities used to provide Wireless Service shall conform to the following size limitations: (1) each antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of not more than six (6) cubic feet in volume; and (2) all other wireless equipment associated with the facility is cumulatively not

more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

Tower shall mean any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure. Except as otherwise provided for by this Ordinance, the requirements for a tower and associated antenna facilities shall be those required in this Ordinance.

Utility Pole shall mean an upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, which are used to provide lighting, traffic control, signage or a similar function.

Variance or variation shall mean a grant of relief by the Public Works Director or his/her designee.

Wi-Fi Antenna shall mean an antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

Wireless Service shall mean any telecommunications service using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided using Distributed Antenna Systems or Small Cell Facilities.

Section 1080.02 **Permit Required; Permit Application.**

- A. Permit required. Permits, applications, and fees related to personal wireless facilities and applications for the same in the right of way shall be governed by of this Chapter; however, where this Chapter is silent related to certain building permit fees or licensing fees, Chapter 1444 (Building and Related Fees) and any other applicable provisions of the City Code shall control. No person shall construct any facility on, over, above, along, upon, under, across or within any City right-of-way which: (1) changes the location of the facility; (2) adds a new facility; (3) disrupts the right-of-way; or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under, across or within the right-of-way, without first filing an application with the Building Department and obtaining a permit from the City therefor, except as otherwise provided in this Chapter. No permit shall be required for the installation and maintenance of service connections to customers' premises where there will be no disruption of a right-of-way. All applications shall go through site review and approval with the Public Works Director, or his/her designee.

- B. Permit application. All applications for permits pursuant to this Chapter shall be filed on a form provided by the City and shall be filed in such number of duplicate copies as the City may designate.
- C. Minimum general application requirements. The application shall be made by the Applicant or its duly authorized representative and shall contain, at a minimum, the following:
1. The Applicant's name, address and telephone and facsimile numbers and a statement of the Applicant's interest in the work;
 2. The names, addresses, telephone and facsimile numbers and e-mail addresses of all professional consultants, if any, advising the Applicant with respect to the application;
 3. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed. The scope of work shall also indicate the type of equipment or facilities being installed and whether the equipment or facilities are new, a swap-out or exchange of facilities or equipment, or an upgrade to existing facilities and equipment.
 4. Evidence that the Applicant has placed on file with the City:
 - i. A written traffic control plan demonstrating the protective measures and devices that will be employed, which shall be consistent with IDOT's Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
 - ii. An emergency contingency plan, which shall specify the nature of potential emergencies including, without limitation, construction and hazardous materials emergencies and the intended response by the Applicant. The intended response shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this Chapter, unless the City finds that additional information or assurances are needed.
 5. Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans and specifications comply with applicable laws, codes, rules and regulations;
 6. Evidence of insurance as required by Section 1080.03;

7. Any request for a variance from one or more provisions of this Chapter;
 8. Such additional information as may be reasonably required by the City; and
 9. Evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the Applicant is required by law to obtain, or that the Applicant has elected to obtain, has been issued by the ICC or another entity with jurisdictional authority.
- D. Applicant's duty to update information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the Applicant in writing to the City within thirty (30) calendar days after the change necessitating the amendment.
- E. Application fees. Unless otherwise provided by the applicable franchise, license or similar agreement, all applications for permits pursuant to this Chapter shall be accompanied by a fee as reasonably determined by the City each year. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Law (35 ILCS 645/15, et seq.).

Section 1080.03 Insurance Required.

- A. Required coverages and limits. Unless otherwise provided by a franchise, license or similar agreement, each Applicant or utility occupying a right-of-way or constructing any facility in a right-of-way shall secure and maintain the following liability insurance policies insuring the Applicant as a named insured and naming the City and its elected and appointed officers, officials, agents and employees as additional insureds on the policies listed in subsections (1) and (2) below:
1. Commercial general liability insurance, including premises-operations, explosion, collapse and underground hazard (commonly referred to as "X," "C" and "U" coverages) and products-completed operations coverage with limits not less than:
 - i. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
 - ii. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and
 - iii. Five million dollars (\$5,000,000.00) for all other types of liability.

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.00 for personal injury and property damage for each accident;
 3. Worker's compensation with statutory limits; and
 4. Employer's liability insurance with limits of not less than \$1,000,000.00 per employee and per accident.
 5. If the Applicant is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.
- B. Excess or umbrella policies. The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- C. Copies required. The Applicant shall provide copies of any of the policies required by this section to the City within ten (10) calendar days following the receipt of the filing of its application.
- D. Maintenance and renewal of required coverages. The insurance policies required by this section shall contain the following endorsement:
- "It is hereby understood and agreed that this policy may not be canceled nor may the intention not to renew be stated until thirty (30) calendar days after receipt by the City, by registered or certified mail, return receipt requested, of a written notice addressed to the Mayor of such intent to cancel or not to renew."
- Within ten (10) calendar days after receipt by the City of said notice, and in no event later than ten calendar days prior to said cancellation, the Applicant shall obtain and furnish to the City evidence of replacement insurance policies meeting the requirements of this section.
- E. Self-insurance. An Applicant may self-insure all or a portion of the insurance coverage and limit requirements required herein. Self-insurers are not required, to the extent of such self-insurance, to comply with the requirement of the naming of additional insureds under subsection (A), or to comply with the requirements of subsections (B), (C) and (D) of this section. An Applicant that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection (A) of this section, which evidence may include that the Applicant is a

"private self-insurer" under the Workers' Compensation Act (820 ILCS 305/1, et seq.).

- F. Effect of insurance and self-insurance on a Applicant's liability. The legal liability of an Applicant to the City and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- G. Insurance companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

Section 1080.04 **Permitted Placement; Application and Fees for Personal Wireless Service in the Right of Way.**

- A. Personal wireless telecommunication facilities will be permitted to be placed in right-of-way within the jurisdiction of the City as attachments to existing utility poles, alternative antenna structures, or City-owned infrastructure subject to the following regulations:
1. Number Limitation and Co-Location. The Public Works Director or his/her designee may regulate the number of personal wireless telecommunications facilities allowed on each utility pole or unit of City-owned infrastructure except that no more than two (2) personal wireless telecommunications facilities will be permitted on utility poles or Alternative Antenna Structure of ninety (90) feet or less. Additionally, no more than three (3) personal wireless telecommunications facilities will be permitted on utility poles or Alternative Antenna Structures in excess of ninety (90) feet and less than one-hundred and twenty (120) feet. This Ordinance does not preclude or prohibit co-location of personal wireless telecommunication facilities on towers or monopoles that meet the requirements as set forth elsewhere in this Chapter or as required by federal law. In all cases, the Applicant shall provide the longitude and latitude for the location(s) for which the Applicant is applying to place the personal wireless telecommunications facilities described in this Chapter.
 2. Non-Interference and compliance with applicable codes. Personal wireless telecommunications facilities operating under a federal license shall not interfere in any way with any City-owned or operated equipment or facilities or any FCC licensed or unlicensed users already having equipment on the facility, radio or other equipment at any time and shall not interfere in any way with FCC licensed or unlicensed users already having equipment on the facility, radio or other equipment placed in the

right-of-way. Personal wireless telecommunications facilities shall comply with all applicable rules and requirements of the Federal Communications Commission and all applicable electrical codes and all other applicable codes.

3. Separation and Clearance Requirements. Personal wireless telecommunication facilities may be attached to a utility pole, alternative antenna structure, monopole, or City-owned infrastructure only where such pole, structure, or infrastructure is located no closer than twenty-five (25) feet from any residential building, excluding garages, and no closer than three hundred (300) feet from any other personal wireless telecommunication facility. These requirements shall not apply to City-owned equipment or facilities. A separation or lesser clearance may be allowed by the Public Works Director or his/her designee as an administrative variance to this Chapter when the Applicant establishes that the lesser separation or clearance is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed antenna or facility is the least intrusive means to do so within the right-of-way.
4. City-Owned Infrastructure. Personal wireless telecommunication facilities can only be mounted to City-owned infrastructure including, but not limited to, streetlights, traffic signal, towers, or buildings, if authorized by a license or other agreement between the owner or Applicant and the City.
5. New Towers. No new monopoles or other towers to support personal wireless telecommunication facilities in excess of sixty (60) feet are permitted to be installed on right-of-way within the jurisdiction of the City unless the City Council finds, based on clear and convincing evidence provided by the Applicant, that locating the personal wireless telecommunications facilities on the right-of-way is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed new monopole or other tower within the right-of-way is the least intrusive means to do so.
6. Attachment Limitations. No personal wireless telecommunication antenna or facility within the right-of-way will be attached to a utility pole, alternative antenna structure, tower, or City-owned infrastructure unless all of the following conditions are satisfied:
 - a. Surface Area of Antenna. The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot have a surface area of more than seven (7) cubic feet in volume.

- b. *Size of Above-Ground Personal Wireless Telecommunication Facility.* The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed thirty-two (32) cubic feet.
- c. *Personal Wireless Telecommunication Equipment.* The operator of a personal wireless telecommunication facility must, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight (8) feet above grade.
- d. *Personal Wireless Telecommunication Services Equipment Mounted at Grade.* In the event that the operator of a personal wireless telecommunication facility proposes to install a facility where equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility. Screening must be installed at least three (3) feet from the equipment installed at-grade and eight (8) feet from a roadway.
- e. *Height.* The top of the highest point of the antenna cannot extend more than ten (10) feet above the highest point of the utility pole, alternative antenna support structure, tower or City-owned infrastructure. If necessary, the replacement or new utility pole, alternative support structure or City-owned infrastructure located within the public right-of-way may be no more than ten to seventy (10 – 70) feet higher than existing poles adjacent to the replacement or new pole or structure, or no more than ninety (90) feet in height overall, whichever is less, and shall be of a similar look and structure of other poles within a five hundred (500) foot area.
- f. *Color.* A personal wireless telecommunication facility, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure, tower or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover.
- g. *Antenna Panel Covering.* A personal wireless telecommunication antenna may include a radome, cap, or other antenna panel covering or shield, to the extent such covering would not result in a larger or more noticeable facility and, if proposed, such covering must be of a color that blends with the color of the pole, structure, tower, or infrastructure on which it is mounted.
- h. *Wiring and Cabling.* Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the

electrical code currently in effect in the City. No wiring and cabling serving the facility will be allowed to interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.

- i. Grounding. The personal wireless telecommunication facility must be grounded in accordance with the requirements of the electrical code currently in effect in the City.
- j. Guy Wires. No guy or other support wires will be used in connection with a personal wireless telecommunication facility unless the facility is to be attached to an existing utility pole, alternative antenna support structure, tower, or City-owned infrastructure that incorporated guy wires prior to the date that an Applicant has applied for a permit.
- k. Pole Extensions. Extensions to utility poles, alternative support structures, towers, and City-owned infrastructure utilized for the purpose of connecting a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards as set forth in subsection (l) below. An extension must be securely bound to the utility pole, alternative antenna structure, tower, or City-owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions.
- l. Structural Integrity The personal wireless telecommunication facility, including the antenna, pole extension and all related equipment must be designed to withstand a wind force and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, in the American National Standards Institute (ANSI) in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures and the applicable industry standard for other existing structures, which are hereby adopted for the purpose of this Chapter. For any facility attached to City-owned infrastructure or, in the discretion of the City, for a utility pole, tower, or alternative antenna structure, the operator of the facility must provide the City with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards

described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Illinois.

7. Signage. Other than signs required by federal law or regulations or identification and location markings, installation of signs on a personal wireless telecommunication facility is prohibited.
8. Screening. Screening requirements shall be treated consistently with the landscape requirements of Section 1250.05(C) (Buffer Yard Requirement) with the exception that the fence height shall be a minimum of six (6) feet and a maximum of eight (8) feet. Appropriate landscaping must be located and maintained and must provide the maximum achievable screening, as determined by the City, from view of adjoining properties and public or private streets. Landscape screening when permitted in the right-of-way must be provided with a clearance of three (3) feet in all directions from the facility. The color of housing for ground-mounted equipment must blend with the surroundings. For a covered structure, the maximum reasonably achievable screening must be provided between such facility and the view from adjoining properties and public or private streets. In lieu of the operator installing the screening, the City, at its sole discretion, may accept a fee from the operator of the facility for the acquisition, installation, or maintenance of landscaping material by the City.
9. Permission to Use Utility Pole or Alternative Antenna Structure. The operator of a personal wireless telecommunication facility must submit to the City written copies of the approval from the owner of a utility pole, monopole, or an alternative antenna structure, to mount the personal wireless telecommunication facility on that specific pole, tower, or structure, prior to issuance of the City permit.
10. Licenses and Permits. The operator of a personal wireless telecommunication facility must verify to the City that it has received all concurrent licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of said facility have been obtained and will be maintained within the corporate limits of the City.
11. Variance Requirements. Each location of a personal wireless telecommunication facility within a right-of-way must meet all of the requirements of this Chapter, unless a variance has been obtained. An Applicant requesting a variance from one or more of the provisions of this Chapter must do so in writing to the Public Works Director as a part of the permit application. The request shall identify each provision of this Chapter from which a variance is requested and the reasons why a variance should be granted.

- a. The Public Works Director shall decide, on an individual basis, whether a variance is authorized for each provision of this Chapter identified in the variance request. The Public Works Director may authorize a variance only if the Applicant requesting the variance has demonstrated that:
 - i. One or more conditions not under the control of the Applicant (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
 - ii. All other designs, methods, materials, locations, or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.
 - b. As a condition for authorizing a variance, the Public Works Director may require the Applicant requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this Chapter, but which carry out the purposes of this Chapter.
 - c. Any Applicant aggrieved by any order, requirement, decision or determination, including the denial of a variance, made by the Public Works Director under the provisions of this Chapter shall have the right to appeal to the City Council, or such other board or commission as may be designated by the City Council. The application for appeal shall be submitted in writing to the City Clerk within thirty (30) calendar days after the date of such order, requirement, decision, or determination. The City Council shall commence its consideration of the appeal at the City Council's next regularly scheduled meeting occurring at least seven (7) calendar days after the filing of the appeal. The City Council shall timely decide the appeal.
12. Abandonment and Removal. Any personal wireless telecommunication facility located within the corporate limits of the City that is not operated for a continuous period of twelve (12) months, shall be considered abandoned and the owner of the facility must remove same within ninety (90) calendar days of receipt of written notice from the City notifying the owner of such abandonment. Such notice shall be sent by certified or registered mail, return-receipt-requested, by the City to such owner at the last known address of such owner. In the case of personal wireless telecommunication facilities attached to City owned infrastructure, if such

facility is not removed within ninety (90) calendar days of such notice, the City may remove or cause the removal of such facility through the terms of the applicable license agreement or through whatever actions are provided by law for removal and cost recovery.

13. Reimbursements for Costs. The Applicant or telecommunications retailer shall be solely responsible for any and all costs incurred by the City associated with the installation, repair, replacement, or removal of the Applicant or telecommunications provider's equipment. The costs shall include but are not limited to impact fees for street closures; costs related to traffic enforcement at the site where the installation, repair, replacement, or removal has occurred; any costs related to returning the right-of-way to its original state prior to the installation, repair, replacement, or removal of the Applicant or telecommunications provider's equipment.

B. Application and Annual fees.

1. Unless otherwise provided by the applicable franchise, license, or similar agreement, all applications for permits pursuant to this Chapter shall be accompanied by a fee as reasonably determined by the City each year. The Applicant shall also reimburse the City for any fees charged to the City for professional services (engineering fees, legal fees, site review fees, etc.) related to the processing of the applications. The application fees are intended to reimburse the City for its internal administrative costs related to processing the applications made under this Chapter.
2. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Law (35 ILCS 645/15, et seq.). However, the such Applicants shall remain responsible for reimbursing the City for the cost of its professional services employed in reviewing the application.
3. For the installation of a Distributed Antenna System or Small Cell Facility, a telecommunications retailer shall pay the following application fees:
 - a. Two thousand dollars (\$2,000.00) for a new facility.
 - b. Two thousand dollars (\$2,000.00) for the attachment to and, if applicable, replacement of a City-owned facility.
 - c. One thousand dollars (\$1,000.00) for the attachment to a utility-owned facility.
4. A telecommunications retailer that obtained a permit and installed a Distributed Antenna System or a Small Cell Facility within the City's jurisdiction shall pay the following annual license fees:

- a. Three thousand six hundred dollars (\$3,600.00) for a new facility.
 - b. Three thousand six hundred dollars (\$3,600.00) per attachment to and, if applicable, replacement of a City-owned facility.
 - c. One thousand two hundred dollars (\$1,200.00) per attachment to a utility-owned facility.
5. The City shall invoice the telecommunications retailer for such annual fee(s) due on or about January 1 of each year, and the telecommunications retailer shall pay such invoice within thirty (30) calendar days after its receipt thereof.

C. Penalty for Violations

1. Any and all persons or parties who violate the terms and provisions of this Chapter shall be subject to a minimum fine of \$750.00 per day. Each day shall be considered a new violation.
2. Any fine levied shall be appealable pursuant to the Illinois Administrative Review Act, 735 ILCS 5/3-101, et seq.

D. Conflict of Laws.

1. Where the conditions imposed by any provisions of this Chapter regarding the siting and installation of personal wireless telecommunication facilities are more restrictive than comparable conditions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Chapter will govern; however, where this Chapter conflicts with federal laws or state laws pre-empting the City's home rule powers, the federal or State laws will govern.

Section 3.01 Other Actions Authorized.

The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized regarding this amendment.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

This Ordinance shall be effective ten (10) calendar days after its passage and approval in accordance with Illinois law.

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this
 ___ day of ____, 2017, pursuant to a roll call vote, as follows:

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

APPROVED this ___ day of ____, 2017.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

J-6

CITY OF BERWYN

CITY COUNCIL MEETING 24-Oct-17

Deferred Communication

Agenda Item #15 is a Deferred Communication from C C Meeting dated 10-Oct-17

From: Assistant City Administrator
Re: New Line Networks Lease for Antenna
at Public Works Water Tower

J-6

ITEM NO. 15
DATE OCT 10 2017
DISPOSITION Deferred
2 weeks

CITY OF BERWYN

CITY COUNCIL MEETING 10-Oct-17

Deferred Communication

Agenda Item #13 is a Deferred Communication from C C Meeting dated 26-Sep-17

From: Assistant City Administrator
Re: New Line Networks Lease for Antenna
at Public Works Water Tower



A Century of Progress with Pride

Ruth E. Volbre
Assistant City Administrator

EM NO. 13

DATE SEP 26 2017

DISPOSITION Deferred

for 2 weeks

Date: September 26, 2017

To: Mayor Robert J. Lovero
Members of City Council

Re: **New Line Networks Lease for Antenna at
Public Works' Water Tower**

The City of Berwyn's Administrator's office was contacted last fall with a proposal from New Line Networks LLC to put an antenna on top of the Public Works' Water Tower located at 6678 30th Street. The purpose of this antenna is to connect their signals from downtown Chicago to the western suburbs. Berwyn was chosen because of its location.

Since first receiving the proposal, Robert Schiller, Public Works Director, Brian Pabst, City Administrator, Anthony Bertuca, City Attorney and I have been negotiating with New Line Networks' representative in bringing forth a lease agreement that would be beneficial to the City of Berwyn (see attached). Following are the highlights of the agreement:

- **Monthly Revenue Stream** – New Line Networks has agreed to lease the water tower space at the cost of \$4,000 per month with an annual increase of 3%.
- **Non- Interference Clause** – The City of Berwyn has been approached by various cellular providers in recent years to install antennas on its infrastructure. So as not to prevent any future agreements with cellular providers from using our water tower, New Line Networks has verified that their equipment will not interfere in any way with radio or other equipment that might be put up by Verizon, Sprint or the City of Berwyn in the future.

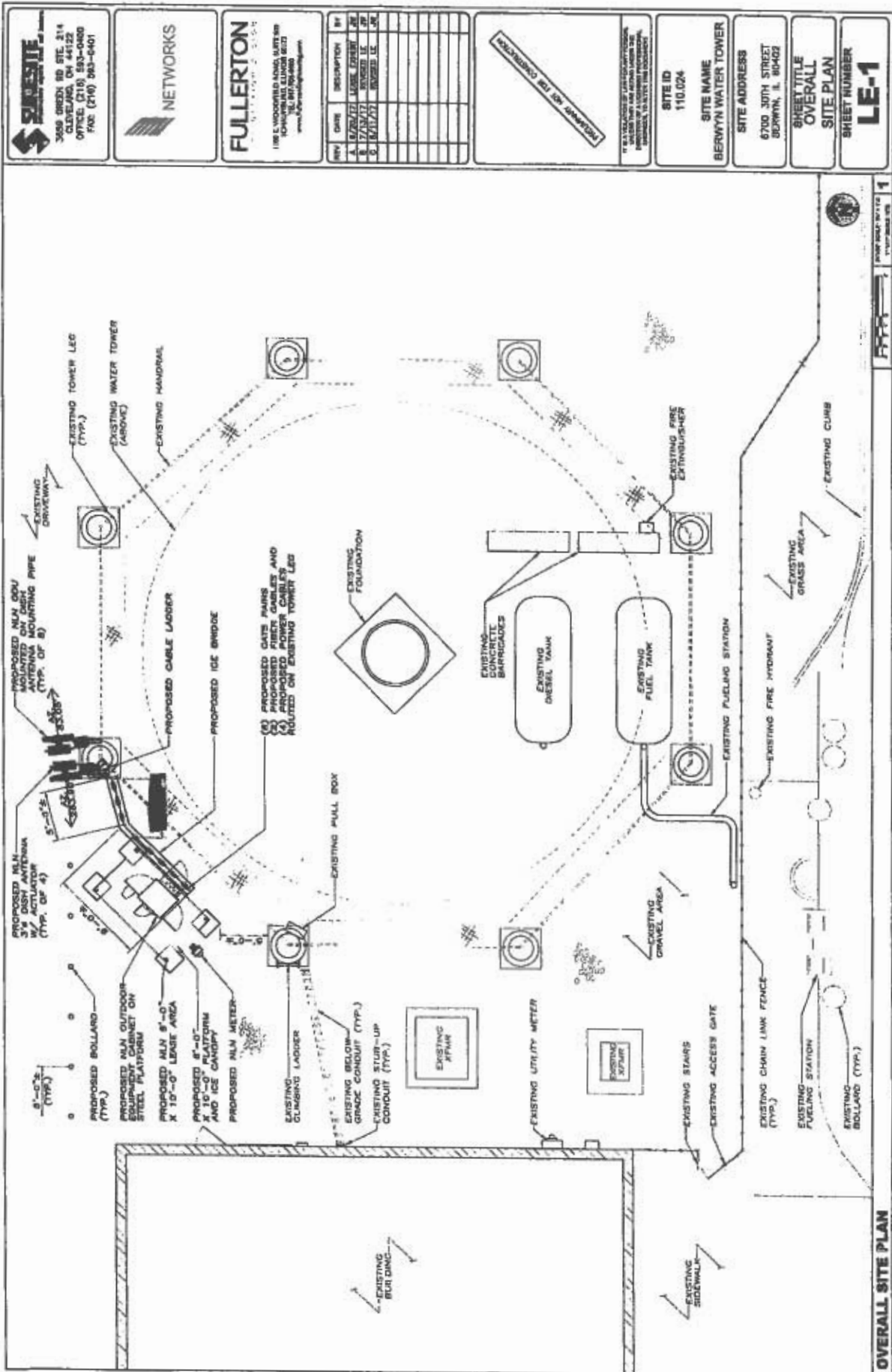
Presently, the City of Berwyn's engineers are finalizing the proposed drawings. In the interim, the office of the City Administrator recommends that City Council approve the attached antenna lease with New Line Networks with the understanding that it will not be executed until drawings are approved by the Engineering Department.

Recommendation:

Approve the attached antenna lease with New Line Networks LLC to be executed pending the approval of the drawings by the Engineering Department.

Respectfully,

Ruth E. Volbre
Assistant City Administrator



SPURITE
 3688 GREEN RD. STE. 214
 CLEVELAND, OH 44132
 OFFICE: (216) 593-0800
 FAX: (216) 593-6401

NETWORKS

FULLERTON
 CONSULTING ENGINEERS
 1100 E. WOODBURN AVE., SUITE 100
 CLEVELAND, OHIO 44115
 TEL: (216) 751-4444
 www.fullertoneng.com

REV	DATE	DESCRIPTION	BY
A	12/20/17	ISSUE FOR PERMITS	JR
B	1/13/17	REVISED LEG	JR
C	1/11/17	REVISED LEG	JR



IF THIS PROJECT IS FOR CONSTRUCTION, THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND A RECORD DRAWING FROM THE APPLICABLE JURISDICTION.

SITE ID
110.024

SITE NAME
BERRYN WATER TOWER

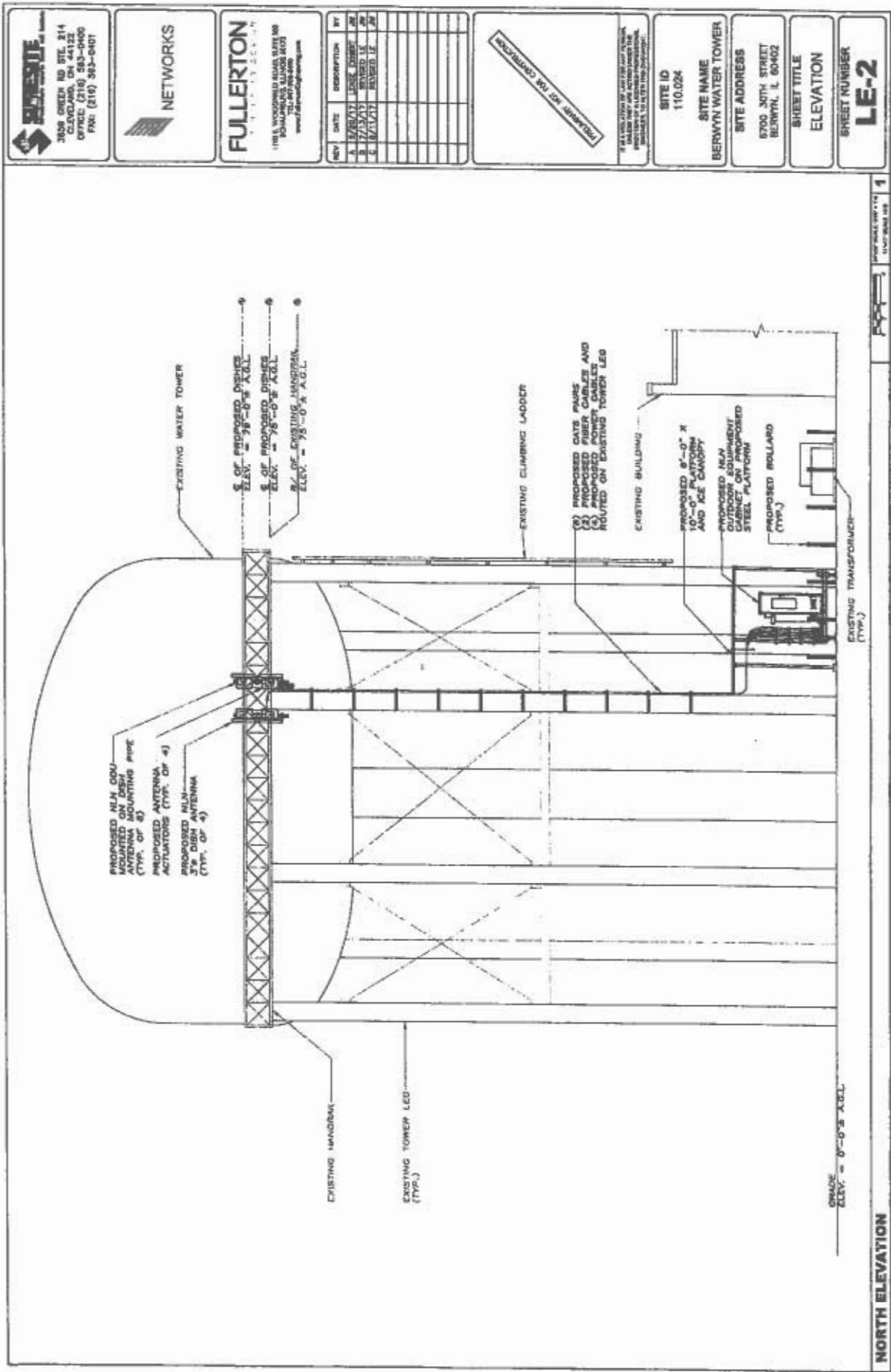
SITE ADDRESS
6700 30TH STREET
BERRYN, I. 91402

SHEET TITLE OVERALL
SITE PLAN

SHEET NUMBER
LE-1

DATE PLOTTED: 10/24/17 11:14 AM

OVERALL SITE PLAN



RESOLVE
 3858 CREEK RD STE. 214
 CLEVELAND, OH 44132
 OFFICE: (216) 583-0400
 FAX: (216) 363-0401

NETWORKS

FULLERTON
 CONSULTANTS, INC.
 118 S. WOODLAND BLVD. SUITE 300
 SOLON, OHIO 44139
 www.fullertonconsultants.com

NO.	DATE	DESCRIPTION	BY
1	12/10/13	ISSUE PERMIT	JR
2	1/17/14	REVISED	JR
3	1/17/14	REVISED	JR
4	1/17/14	REVISED	JR
5	1/17/14	REVISED	JR
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16	1/17/14	REVISED	JR
17	1/17/14	REVISED	JR
18	1/17/14	REVISED	JR
19	1/17/14	REVISED	JR
20	1/17/14	REVISED	JR

NOTHING TO BE CONSIDERED FOR PERMITTING

IF A BUILDING OR USE FOR ANY PURPOSE, UNDER ANY LAW, AFFECTS THE PROVISIONS OF THIS PERMIT, THE PROVISIONS OF THIS PERMIT SHALL PREVAIL.

SITE ID
110.024

SITE NAME
BERWYN WATER TOWER

SITE ADDRESS
8700 30TH STREET
BERWYN, IL 60402

SHEET TITLE
ELEVATION

SHEET NUMBER
LE-2

NORTH ELEVATION

SCALE: 1/8" = 1'-0" (SEE SHEET LE-1)

LEASE FOR ANTENNA SPACE

This Lease ("Lease") is made and entered into this ____ day of _____ 2017, by and between _____, a(n) [LEGAL ENTITY] with principal offices at [ADDRESS] ("Lessor"), and New Line Networks LLC, a Delaware limited liability company, having an address of 600 W. Chicago Ave., Ste. 840, Chicago, IL 60654 ("Lessee") on the terms specified herein.

1. **Term.** The term of the Lease shall be for two (2) years (the "Initial Term"). This Lease shall commence on the date Lessee begins installation of the Lessee's Equipment (defined below), but in no event earlier than the date that Lessor has provided Lessee access to the Leased Premises (defined below) (the "Commencement Date"). Lessee shall have four (4) options to renew this Lease for additional two (2) year periods under the same terms and conditions as set forth herein ("Renewal Term"). The Lease may automatically renew for each successive Renewal Term, unless Lessee provides written notice to Lessor of its intention not to renew at least sixty (60) days prior to the expiration of any then-current Term. Notwithstanding anything to the contrary in Section 13, Lessee shall have the right to terminate this Lease at any time after the Initial Term by providing Lessor with sixty (60) days' prior written notice of its intent to terminate this Lease without further obligation or liability.

2. **Rent.** For the first year of this Lease, Lessee shall pay [four-thousand (\$4000)] per month ("Rent"), payable in advance beginning on the Commencement Date and by the first day of the each month thereafter during the term of this Lease, provided, however, that the first month's rent shall be prorated in the event that this Lease commences on a day other than the first day of the month. The monthly rent shall be subject to an annual increase of three percent (3%) on the anniversary of the Commencement Date.

3. **Location.** The Leased Premises shall be located within the real property owned by Lessor located at: 6678 30th St, Berwyn, IL, 60402 (the "Lessor's Property"). Lessor has constructed an antenna structure or facility within Lessor's Property. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress and egress between the Leased Premises and the public roadway.

4. **Frequency and equipment:** The Leased Premises for purposes of this Lease agreement shall include space on Lessor's Tower for Lessee's antennas, equipment and mounting equipment together with space within Lessor's shelter for the placement of Lessee's equipment cabinets and related equipment together with such easements as are necessary for ingress and egress for access and utilities as necessary for Lessee's use of the Lessor's Property located at: 6678 30th St, Berwyn, IL, 60402 (the "Leased Premises"). Please see attached Exhibit A, which includes frequencies, equipment information, equipment heights at the Leased Premises. Under this Lease and with Lessor's approval, Lessee may install, place, use and operate such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively "Lessee's Equipment") as Lessee deems necessary for the operation of its wireless communications facility at the Leased Premises. Lessee may make repairs and replacements within the ground space in the ordinary course of Lessee's business, Lessee may make repairs and replacements on the Tower provided that such repair or replacement does not increase the number of antennas or lines on the Tower or increase the loading on the Tower,

unearned Rent paid in advance of such date shall be refunded by Lessor to Lessee within thirty (30) days of such termination date. Lessor will have the right but not the obligation to make repairs or take other remedial action to allow Lessee to resume use of the Leased Premises as soon as practicable, in which case Lessor shall provide Lessee with written notice of such election. If Lessor elects upon written notice to Lessee to restore the damaged Leased Premises and Lessee does not terminate this Lease, the Rent will be abated until the Leased Premises have been restored and the Lessee is able to again use the Leased Premises. In the event Lessor has not proceeded to repair, replace or rebuild the Leased Premises within ninety (90) days after the damage or destruction, then Lessee may terminate this Lease upon thirty (30) days' prior written notice to Lessor and receive a refund of any unearned Rent paid in advance of the date of termination. The terms and conditions of this Section 11 shall survive the termination of this Lease. Lessor acknowledges that Lessee may have certain emergency procedures that Lessee may desire to implement, including the temporary location of a cell on wheels on the Leased Premises, in the event of a weather related partial destruction. To the extent possible, Lessor will cooperate with Lessee in Lessee's implementation of its emergency responses as the same may exist from time to time.

(b) Should the Lessee's ability to utilize the Leased Premises be interrupted due to maintenance of the water tower upon which Lessee's equipment is attached, the Lessor might require the Lessee to remove their equipment at the expense of the Lessee. During maintenance, the Lessee will be allowed to temporarily relocate the location of a cell on wheels on the Leased Premises located at 6678 30th St, Berwyn, IL 60402. To the extent possible, Lessor will cooperate with Lessee in Lessee's implementation of relocating the cell due to any maintenance work. In the event that the Lessee cannot use their cell equipment due to maintenance work of the water tower, the Rent will be abated until the Leased Premises are able to be used again. In the event Lessor has completed maintenance within sixty (60) days after the start date, then Lessee may terminate this Lease upon thirty (30) days' prior written notice to Lessor and receive a refund of any unearned Rent paid in advance of the date of termination.

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12. Insurance and Subrogation and Indemnification.

(a) Lessor and Lessee each will maintain commercial liability insurance in amount of One Million and no /100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Lessor and Lessee shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) Lessor and Lessee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damages covered by their respective first party property insurance policies for all perils insured thereunder.

(d) Subject to the Property insurance waivers set forth in Subsection 12(c), Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expense, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or

assign this Lease upon written approval of Lessor, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Lessee's Equipment, and may assign this Lease and the Lessee's Equipment to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease.

Lessee has the right to remove all Lessee's Equipment at its sole expense on or before the expiration or termination of this Lease. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Equipment with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities.

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15. Confidentiality. Confidential Information consists of the following: all information disclosed by one party or its agent or representative (the "Disclosing Party") to the other party or its agent or representative (the "Receiving Party") in connection with this Lease, to the extent that (a) for information disclosed in written, graphic or other tangible form, it is designated by appropriate markings to be confidential or proprietary, (b) for information disclosed orally, it is identified as proprietary or confidential at the time of disclosure, or (c) by its nature or circumstances would be expected to be the confidential information of the Disclosing Party, including without limitation, the identity, business objectives and requirements of Licensee. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the parties shall be Confidential Information subject to the State of Illinois Freedom of Information Act (FOIA) laws. For the sake of clarity, it is understood and agreed that this Agreement, including but not limited to the financial terms, are subject to exemption from the State of Illinois Freedom of Information Act per Section 7 (g) of the Act, and shall therefore be treated as Confidential Information. Further, whether or not so designated, Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. This Lease is Confidential Information as to which each party is both a Disclosing Party and a Receiving Party. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Lease, shall not be Confidential Information. A Receiving Party shall hold all Confidential Information in confidence from the time of disclosure until it falls into an exception listed in this Section through no fault of the Receiving Party. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees, affiliates, and tax and legal consultants, that have a need to know, provided that it shall advise those employees, affiliates, and/or tax and legal consultants of the obligations of this Agreement and ensure that they are similarly bound by such obligations of confidentiality; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Lease; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

Comment [A2]: See detail in 09 13 2017 email

(b) If a Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party may disclose

City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402
Attn: City Administrator Brian Pabst
bpabst@ci.berwyn.il.us

20. **Quiet Enjoyment.** Lessor covenants and warrants to Lessee that (i) it has good and unencumbered title to the Lessor's Property free and clear of any liens or mortgages which will materially interfere with Lessee's rights to or use of the Lessor's Property or the Leased Premises; (ii) that the execution and performance of this Lease by Lessor will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor; and (iii) so long as Lessee is not in default under this Lease, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.

21. **Arbitration.** Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be Chicago, Illinois. Illinois law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. The cost of the arbitration proceeding (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of Cook County, IL. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of this Agreement.

22. **Governing Law.** This License is governed by the laws of Illinois.

Executed by the parties on the dates indicated below.

LESSEE:
New Line Networks LLC

LESSOR:
NAME

By _____
Name:
Title:

By _____
Name:
Title:

Date: _____

Date: _____

Exhibit A

ANTENNA EQUIPMENT SPECIFICATIONS				
EQUIPMENT TYPE:	Dish-	Dish-HP(E)	Actuator	Actuator
RAD CENTER AGL (ft)	85'	85'	85'	85'
EQUIPMENT MOUNT HEIGHT	85'	85'	85'	85'
EQUIPMENT MOUNT POSITION				
EQUIPMENT				
EQUIPMENT MODEL #	HRP3-800 or equivalent size antenna-HX1	HRP3-800 or equivalent size antenna	60EBP3	60EBP3
EQUIPMENT DIMENSIONS	36"x36"x36"	36"x36"x36"	18"X12"X12.61"	18"X12"X12.61"
EQUIPMENT WEIGHT	36lbs	36lbs	64lbs	64lbs
EQUIPMENT QUANTITY	2	2	2	2
AZIMUTHS / DIRECTION	263-90255 to	83-8580 to 85	255 to 270263-90	80 to 8583-85
QTY. in EACH AZIMUTH	2	2	2	2
TX FREQUENCY	701760-8110GHghz	61770-8110GHghz		
RX FREQUENCY	71760-1180GgHhz	71760-1180GHghz		
ANTENNA GAIN				
TOTAL # of LINES				
LINE TYPE				
LINE DIAMETER / SIZE				
NOTES TO SPECIFICATIONS				
<ol style="list-style-type: none"> 1. Radio is bundled with the antenna. 2. Actuators mount behind the antennas they allow micro adjustments remotely. 3. Ground space of 6'x10' is preferred, but there is some flexibility on this. 				

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Germane to J-6

Brian L. Pabst
City Administrator

Ruth E. Volbre
Assistant City Administrator

A Century of Progress with Pride

Date: October 24, 2017

To: Mayor Robert J. Lovero
Members of City Council

Re: **New Line Networks Lease for Antenna at
Public Works' Water Tower**

On October 24, 2017, the City Council (the "Council") of the City of Berwyn, Illinois (the "City") will consider a lease with New Line Networks, LLC ("NLN") to allow NLN to lease space on the City's water tower located at 6678 30th St, Berwyn, IL 60402 to place cellular antennas and equipment on the water tower.

This lease was originally presented to Council on September 26, 2017. After receiving comments and concerns from Council and Staff, it was amended as is being currently brought forth.

The lease is a two (2) year lease with four (4) options to renew for an additional two (2) years. The monthly rent that will be paid to the City if the lease is approved is \$4,000.00. The lease allows for NLN to place its equipment on the water tower but prohibits any interference with the City's operations and radio frequencies. The lease also provides that NLN will be responsible for repairing any damage to the water tower if damage is caused by NLN or its agents. The lease further provides that either party may cancel the lease under certain conditions, including a 120 day cancellation period if one of the parties deems the lease if not technically or economically beneficial.

Recommendation:

Approve City Staff to execute the attached ordinance approving the antenna lease with New Line Networks LLC.

Respectfully,

Brian L. Pabst
City Administrator

Ruth E. Volbre
Assistant City Administrator

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL
PROPERTY TO NEW LINE NETWORK, LLC FOR THE CITY OF
BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine Reardon
Robert Fejt
Cesar A. Santoy
Alicia Ruiz
Rafael Avila
Edgar Garcia
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____
day of _____, 2017.

ORDINANCE _____

AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO NEW LINE NETWORK, LLC FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the City owns certain real property located at the commonly known address of 6678 30th Street, Berwyn, Cook County, Illinois 60402 (the “Property”); and

WHEREAS, New Line Network, LLC (“NLN”) desires to lease certain portions of the Property (the “Premises”) for the installation, operation and maintenance of an antenna structure and associated wiring and cabling; and

WHEREAS, the Corporate Authorities have determined that the Premises are no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the City to lease the Premises to NLN; and

WHEREAS, NLN shall abide by such conditions regarding the use of the Premises as set forth in the terms of the Lease for Antenna Space (the "Lease"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities find that it is necessary for the effective administration of government for the City to execute, enter into and approve a lease with terms substantially the same as the terms of the Lease; and

WHEREAS, the Mayor is authorized to enter into and the City's legal counsel is authorized to revise the Lease for the City making such insertions, omissions, and changes as shall be approved by the Mayor and the City's legal counsel; and

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

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

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

Section 3. The Lease is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City Attorney ("Attorney").

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

Section 5. The Mayor is hereby authorized and directed to execute the Lease, with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

Section 7. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2017, pursuant to a roll call vote, as follows:

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

APPROVED this _____ day of _____ 2017.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

EXHIBIT A

LEASE FOR ANTENNA SPACE

This Lease ("Lease") is made and entered into this ____ day of _____ 2017, by and between the City of Berwyn, a(n) municipal corporation with principal offices at 6700 26th Street, Berwyn, IL 60402. ("Lessor"), and New Line Networks LLC, a Delaware limited liability company, having an address of 600 W. Chicago Ave., Ste. 840, Chicago, IL 60654 ("Lessee") on the terms specified herein.

1. Term. The term of the Lease shall be for two (2) years (the "Initial Term"). This Lease shall commence on the date Lessee begins installation of the Lessee's Equipment (defined below), but in no event earlier than the date that Lessor has provided Lessee access to the Leased Premises (defined below) (the "Commencement Date"). Lessee shall have four (4) options to renew this Lease for additional two (2) year periods under the same terms and conditions as set forth herein ("Renewal Term"). The Lease shall automatically renew for each successive Renewal Term, unless either party provides written notice to the other party of its intention not to renew at least sixty (60) calendar days prior to the expiration of any then-current Term. Construction and installation shall commence within sixty (60) calendar days, weather permitting, unless mutually agreed otherwise.

2. Rent. For the first year of this Lease, Lessee shall pay four-thousand dollars (\$4000) per month ("Rent"), payable in advance beginning on the Commencement Date and by the first day of the each month thereafter during the term of this Lease, provided, however, that the first month's rent shall be prorated in the event that this Lease commences on a day other than the first day of the month. The monthly rent shall be subject to an annual increase of three percent (3%) on the anniversary of the Commencement Date. Lessee's failure to pay rent by the 5th of the month in which it is due for the use of the Village's property located at 6678 30th Street, Berwyn, IL 60402 (the "Lease Premises") shall constitute a material breach and upon such material breach, the Lessor retains the right to cancel this contract immediately.

3. Location. The Leased Premises shall be located within the real property owned by Lessor located at: 6678 30th St, Berwyn, IL 60402 (the "Lessor's Property"). Lessor owns the water tower at this location (the "Tower") and Lessee agrees that it will be responsible for constructing and erecting an antenna structure on said water tower, provided that the City Engineer determines that the water tower can maintain the antenna structure as presented by the Lessor. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress and egress between the Leased Premises and the public roadway.

4. Frequency and equipment: For the purposes of this Lease, the Leased Premises shall include space on Lessor's Tower for Lessee's antennas, equipment and mounting equipment together with space within Lessor's shelter for the placement of Lessee's equipment cabinets and related equipment together with such easements as are necessary for ingress and egress for access and utilities as necessary for Lessee's use of the Lessor's Property. Please see attached Exhibit A, which includes frequencies, equipment information, and equipment heights at the Leased Premises. Under this Lease and with Lessor's approval, Lessee may install, place, use and operate such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively "Lessee's Equipment") as Lessee deems

necessary for the operation of its wireless communications facility at the Leased Premises provided that Lessee secures all required building permits or zoning relief required by the City of Berwyn Code of Ordinances (the "City Code") and written approval by the City Engineer. Lessee may make repairs and replacements within the ground space in the ordinary course of Lessee's business and Lessee may make repairs and replacements on the Tower provided that such repair or replacement does not increase the number of antennas or lines on the Tower or increase the loading on the Tower,. Lessor reserves the right to have any repairs or replacements inspected and approved by the City Engineer or their designee provided that any expenses related to said inspection and approval are borne by the Lessee. When replacements are made, Lessee shall notify Lessor for the purpose of maintaining accurate tower inventory and to coordinate any permits and inspections, if necessary.

5. Right of Ingress and Egress. Lessee will, during the term of the Lease, and any extension thereof, have the right of ingress and egress twenty-four (24) hours per day, seven (7) calendar days per week for the purpose of maintenance and repair, such right to be limited to authorized personnel of Lessee or person under Lessee's direct supervision, except that the Lessor may, at times, limit access to the area. In the event that access to the area is limited, the Lessor will notify the Lessee of such access limitation as soon as practicable.

6. Installation of Equipment. The installation, operation and maintenance of Lessee's Equipment shall in no way damage the Building or Tower, interfere with FCC licensed or unlicensed users already having equipment on the Tower, or interfere with Lessor's maintenance of the Lessor's Property. In addition, all work on the tower performed by Lessee shall be performed in a neat and professional manner with no litter or debris being left at the Lessor's property. Lessor reserves the right to charge the Lessee for the costs of cleaning and disposing of any litter or debris left behind by Lessee, including but not limited to the cost of City employees or contractors used to clean up said litter or debris.

7. Non-interference by Lessee. Lessee, operating under a federal license, shall not interfere in any way with radio or other equipment at any time during the term of this lease, which Lessor or any other user may have on or, in the Lessor's Property at the time this Lease is executed. Lessee shall not interfere in any way with radio or other equipment that might be put up by the City of Berwyn or its designee, or any other persons, entities, or otherwise who have also leased space on the Lessor's Property in the future as long as the Lessee's equipment does not run on the same TX or RX frequency found in Exhibit A. Lessee shall comply with all applicable rules and requirements of the Federal Communications Commission and all applicable electrical codes and all other applicable codes. Lessor shall maintain and repair the Tower and Lessor's Property in a commercially reasonable manner and in compliance with all applicable laws, rules, ordinances and regulations. Lessor shall not maintain or repair Lessee's equipment, unless otherwise required due to an emergency.

8. Non-interference by Lessor. During the term of the Lease, Lessor will not grant a lease to any other party or entity whose use of the Lessor's Property interferes with Lessee's use of the Leased Premises. In the event of interference with Lessee's Equipment is proven to be caused by another user of the Tower, that user, shall within twenty four hours following written notice to Lessor of such interference, shut off or power down any equipment causing such interference, in the event that such user is unable to resolve such interference within thirty (30) calendar days following Lessee's written notice to Lessor of such interference, Lessee may terminate this Lease

upon written notice to Lessor with no further obligation, liability, or indemnification. Lessee's rent hereunder shall abate during any period in which Lessee's operations are interrupted.

9. Electrical Power. Lessor shall pay for electric power used by in the equipment shelter where Lessee's equipment is installed. Lessee shall pay to Lessor one hundred dollars (\$100.00) per month for this service subject to annual review by Lessor for adjustment due to increases in rates by utility company or due to usage by Lessee valued at over one hundred dollars (\$100.00) per month. In the event that the electric usage by the Lessee is billed at more than one hundred dollars (\$100.00) per month, the Lessee will pay the full amount of the bill for Lessee's usage within thirty (30) day after receipt of an invoice submitted by Lessor. If the Lessee is able to separately meter for its electric usage, it shall only be responsible for the usage provided for on its meter provided that the meter captures all of the electricity used by Lessee.

10. Removal of Equipment on Termination. Upon expiration of this Lease, Lessee shall remove all equipment installed on Lessor's Property without damage to Lessor's property, reasonable wear and tear and acts of God accepted, except that Lessee shall not be required to remove any conduit or lines installed at the Leased Premises. Lessee shall bear the sole cost and expense of removing their equipment and cleaning up any debris or litter left on the property as a result of Lessee's removal of the equipment installed.

11. Interruption of Use.

- (a) Should the Lessee's ability to utilize the Leased Premises be interrupted by complete or partial destruction of the Leased Premises by wind, water, fire, lightning, or any other act of God, casualty or by any other cause, during the Term of this Lease, Lessee shall be entitled to elect to cancel and terminate this Lease on the date of such damage and any unearned Rent paid in advance of such date shall be refunded by Lessor to Lessee within thirty (30) calendar days of such termination date. Notice of any such cancellation must be made in writing by Lessee to Lessor within three (3) business calendar days in advance of the event causing the interruption of use, or as soon as practicable. Lessor will have the right but not the obligation to make repairs or take other remedial action to allow Lessee to resume use of the Leased Premises as soon as practicable, in which case Lessor shall provide Lessee with written notice of such election. If Lessor elects upon written notice to Lessee to restore the damaged Leased Premises and Lessee does not terminate this Lease, the Rent will be abated until the Leased Premises have been restored and the Lessee is able to again use the Leased Premises. In the event Lessor has not proceeded to repair, replace or rebuild the Leased Premises within ninety (90) calendar days after the damage or destruction, then Lessee may terminate this Lease upon thirty (30) calendar days' prior written notice to Lessor and receive a refund of any unearned Rent paid in advance of the date of termination. The terms and conditions of this Section 11 shall survive the termination of this Lease. Lessor acknowledges that Lessee may have certain emergency procedures that Lessee may desire to implement, including the temporary location of a "cell on wheels" on the Leased Premises, in the event of a weather-related partial destruction. For the purposes of this Lease, a "cell on wheels" is defined as telecommunications infrastructures, placed on a trailer, to provide mobile cellular service. To the extent possible, Lessor will cooperate with Lessee in Lessee's implementation of its emergency responses as the same may exist from time to time provided that those emergency responses do not interfere with any state, local or

federal emergency response procedures and personnel or violate any state, federal, or local law, rules, or regulations.

- (b) Should the Lessee's usage of the Leased Premises be interrupted due to maintenance of the water tower upon which Lessee's equipment is attached, the Lessor may require the Lessee to remove their equipment at the expense of the Lessee. During maintenance, the Lessee will be allowed to temporarily relocate the equipment to another mutually agreeable location, including to a "cell on wheels", on or near the Leased Premises located at 6678 30th St, Berwyn, IL 60402. To the extent possible, Lessor will cooperate with Lessee in Lessee's implementation of relocating the cell due to any maintenance work. In the event that the Lessee cannot use its cell equipment due to maintenance work of the water tower, the Rent will be abated until the Leased Premises are able to be used again. In the event Lessor has not completed maintenance within ninety (90) calendar days after the start date, then Lessee may terminate this Lease upon thirty (30) calendar days' prior written notice to Lessor and receive a refund of any unearned Rent paid in advance of the date of termination.

12. Insurance and Subrogation and Indemnification.

(a) Lessor and Lessee each will maintain commercial liability insurance, including but not limited to an endorsement for auto liability insurance, in amount of One Million and no /100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain. The Lessee agrees to name the Lessor as Additional Insured to the General Liability policy and its auto liability policy. Lessee further agrees to maintain workers' compensation insurance up to the statutory limits (currently \$500,000) for each occurrence.

(b) Lessor and Lessee shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property. Such "all risk" or "special causes of loss" risk policies are generally defined as coverage for loss from any cause except those that are specifically excluded.

(c) Lessor and Lessee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damages covered by their respective first party property insurance policies for all perils insured thereunder.

(d) Subject to the Property insurance waivers set forth in Subsection 12(c), Lessor and Lessee each agree to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, costs and expense, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Leased Premises by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting all the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 12 shall survive the expiration of this Lease up to the applicable statute of limitations.

(f) Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including fines or penalties) attributable to pre-existing violations of applicable codes, statutes or other regulations governing the Leased Premises.

(g) Lessor will not be responsible for any loss or damage to Lessee's Equipment resulting from tornadoes, lightening, hail, windstorms, flying debris or other acts of God; however, if Leased Premises are negligently overloaded by the Lessor, Lessor is responsible to Lessee for any damages not covered by insurance resulting from such negligence, including, but not limited to, costs of replacing and repairing Lessee's Equipment. However, if Leased Premises are negligently overloaded (by weight and by electric current) by Lessee, then the Lessee is responsible to Lessor for any damages not covered by insurance resulting from such negligence, including, but not limited to, reimbursement for any revenue lost by Lessor as it relates to Lessor's existing tenants and existing rental payments as well as the costs of repairing Lessor's property and equipment and the equipment of any other lessees leasing space on the Leased Premises.

13. Cancellation or Termination.

(a) Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

- i. Upon sixty (60) calendar days' written notice by Lessor if Lessee fails to cure a default for payments of amounts due under this Lease or fails to cure any other material default or breach of the Lease within such sixty (60) calendar day period;
- ii. Upon thirty (30) calendar days' written notice if Lessee does not obtain, maintain or otherwise forfeits or cancels any license (including, without limitation, an FCC license, state license, local license, or other applicable licenses) or permit, or if any governmental approval necessary to the installation and/or operation of the Lessee's business is denied or delayed;

(b) Upon one-hundred twenty (120) calendar days written notice by either Party if that party determines that the Property or the Antenna Facilities are materially inappropriate or unnecessary for Lessee's or Lessor's operations for economic or technological reasons or for other reasons not associated with contracting with another party for the same services or leasing of space, provided that either party be given an opportunity to address the reasons for cancellation within thirty (30) calendar days written notice to the other party; and

(c) If lease is terminated, Lessee must remove from the tower, cabinets and any other appurtenances (excepting pad, foundation and stones) from the premises unless otherwise agreed to by Lessor and restore the property to its original condition. Any costs borne by the Lessor to return the property to its original condition shall be paid by Lessee.

14. Assignment by Lessee. Lessee shall have the right to assign or otherwise transfer this Lease to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Lessee, is merged or consolidated with Lessee or purchases fifty percent (50%) or more of either an ownership interest in Lessee or the assets of Lessee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Lessor's Property is located, the Lessee must receive written approval of Lessor. Lessee must notify Lessor at least ninety (90) calendar days of its intent to transfer this Lease and it must provide the name, contact information, and any and all information related to the assignment of this Lease to another party. The Lessor will not unreasonably delay, withhold, condition or deny the Lessee's request. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee may sublease the Leased Premises, upon written notice to Lessor with Lessor's written approval. Lessee may otherwise assign this Lease upon written approval of Lessor, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

15. Confidentiality.

(a) While the parties acknowledge that the Lessee maintains certain documents, drawing, or other tangible items that, in the normal course of business, it would label as confidential, because the Lessor is a public body as defined by the Illinois Freedom of Information Act ("FOIA"), any of the documents related to this lease may be subject to the FOIA, 5 ILCS 140/1 *et seq.* unless disclosure is required by FOIA or otherwise required by law, subpoena or court order. " Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the parties may be subject to disclosure by operation of FOIA. Further, confidential information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request unless the Lessor is otherwise required to maintain or produce these records by operation of FOIA, the Illinois Local Records Act, 50 ILCS 205/1, *et seq.*, or as otherwise required by law, court order, or subpoena. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Lease, shall not be confidential information. Unless otherwise required by law, subpoena, or court order, the Receiving Party: (a) shall use such confidential information only for the purposes of performing this Lease; (b) shall reproduce such confidential information only to the extent necessary for such purposes; (c) shall restrict disclosure of such confidential information to employees, affiliates, and tax and legal consultants, that have a need to know, provided that it shall advise those employees, affiliates, and/or tax and legal consultants of the obligations of this Lease and ensure that they are similarly bound by such obligations of confidentiality; (d) shall not disclose confidential information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Lease; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of confidential information.

(b) If a Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party may disclose such Confidential Information, provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and, unless required by law, prior to such disclosure. Upon receipt of written notice of the requirement to disclose

Confidential Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with the requirements of this Section with respect to all or part of such Confidential Information and shall indemnify, defend, and hold the receiving party harmless.

(c) Unless otherwise required by law, including but not limited to the Illinois Open Meetings Act, 5 ILCS 120/1, *et seq.* neither party hereto shall issue a news release, public announcement, advertisement, sales promotions or other form of publicity concerning the existence of this Lease or services to be provided hereunder or the nature of the relationship between the parties, or use the other party's name, logo, trademarks, trade names, service marks or other proprietary marks in any manner, without obtaining the prior written approval of the other party, which may be withheld in the other party's sole discretion. Each party hereto shall have the right to review and approve any publicity materials, press releases or other public statements by another party that refer to, or that describe any aspect of, this Lease. Nothing in this Lease establishes a license for any party to use another party's brands, marks or logos without the prior written approval of the other party.

16. Assignment by Lessor. This Lease may, at any time, be assigned by the Lessor who shall provide such notice of assignment to Lessee within a reasonable amount of time and provided such assignee agrees to be bound by the terms of this Lease.

17. Payment of Taxes. Lessee will be responsible for payment of all taxes, including personal property taxes that may be incurred as a result of the installation and operation of Lessee's Equipment at the Leased Premises.

18. Sole Agreement. This Lease constitutes the only agreement between the parties and supersedes all prior leases and any oral agreements between the parties relating to the subject matter of this lease.

19. Notices. All notices, requests, demands and other communications shall be in writing and are effective five (5) calendar days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day-delivery via a nationally recognized overnight courier to the address set forth below except if set forth specifically herein. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party. In addition to sending notice by mail or courier, each party agrees to email the other party the notice to the email addresses listed below:

LESSEE:

New Line Networks LLC
600 W. Chicago Ave., Ste. 840
Chicago, IL 60654
Attn: Legal Department
legal@newlinenet.com

LESSOR:

City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402
Attn: City Administrator Brian Pabst
bpabst@ci.berwyn.il.us

20. **Quiet Enjoyment.** Lessor covenants and warrants to Lessee that (i) it has good and unencumbered title to the Lessor's Property free and clear of any liens or mortgages which will materially interfere with Lessee's rights to or use of the Lessor's Property or the Leased Premises; (ii) that the execution and performance of this Lease by Lessor will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor; and (iii) provided Lessee is not in default under this Lease, Lessee shall be entitled to use the Leased Premises as provided herein during the term of this Lease or any Renewal Term.

21. **Arbitration.** Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be Chicago, Illinois. Illinois law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. The cost of the arbitration proceeding (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of Cook County, IL. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of this Lease.

22. **Governing Law.** This License is governed by the laws of Illinois.

23. **Time is of the Essence.** The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Lease.

Executed by the parties on the dates indicated below.

LESSEE:
New Line Networks LLC

LESSOR:
NAME

By _____
Name:
Title:

By _____
Name:
Title:

Date: _____

Date: _____

Exhibit A

ANTENNA EQUIPMENT SPECIFICATIONS				
EQUIPMENT TYPE:	Dish-HP(W)	Dish-HP(E)	Actuator	Actuator
RAD CENTER AGL (ft)	85'	85'	85'	85'
EQUIPMENT MOUNT HEIGHT	85'	85'	85'	85'
EQUIPMENT MOUNT POSITION				
EQUIPMENT				
EQUIPMENT MODEL #	HRP3-800 or equivalent size antenna	HRP3-800 or equivalent size antenna	60EBP3	60EBP3
EQUIPMENT DIMENSIONS	36"x36"x36"	36"x36"x36"	18"X12"X12.61"	18"X12"X12.61"
EQUIPMENT WEIGHT	36lbs	36lbs	64lbs	64lbs
EQUIPMENT QUANTITY	2	2	2	2
AZIMUTHS / DIRECTION	255 to 270	80 to 85	255 to 270	80 to 85
QTY. in EACH DIRECTION	2	2	2	2
TX FREQUENCY	17-110GHz	17-110GHz		
RX FREQUENCY	17-110GHz	17-110GHz		
ANTENNA GAIN				
TOTAL # of LINES				
LINE TYPE				
LINE DIAMETER / SIZE				
NOTES TO SPECIFICATIONS				
<ol style="list-style-type: none"> 1. Radio is bundled with the antenna. 2. Actuators mount behind the antennas they allow micro adjustments remotely. 3. Ground space of 6'x10' is preferred, but there is some flexibility on this. 				



A Century of Progress with Pride

Date: October 24, 2017

To: Mayor Robert J. Lovero
Members of City Council

Re: Electricity Supply Contract – Direct Energy

The City of Berwyn entered into a contract for the purchase of electricity two and a half years ago with Direct Energy with the assistance of our energy broker Navigate Power, LLC. Direct Energy was able to lock in a fixed natural gas rate over a three year period for us. This fixed rate schedule has been advantageous to the City of Berwyn as it has allowed us to budget more accurately, stabilizing our payments and protecting the City-owned properties from market volatility.

With the contract ending in the spring and electricity prices down, our energy broker Navigate Power, LLC. reached out to electricity providers to receive bids on fixed pricing. Twenty two electricity providers responded, and Direct Energy came in with the lowest bid at an estimated rate of \$.05069/kWh. This rate is lower than our previous fixed rate of \$.05719/kWh that will soon expire. This new rate is expected to save the City of Berwyn approximately \$9,816 each year.

Recommendation:

Staff requests permission to execute an energy sales agreement with Direct Energy for a contract term of 36 months.

Respectfully,

Ruth E. Volbre
Assistant City Administrator

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated October 19, 2017 between
DIRECT ENERGY BUSINESS LLC

and
City of Berwyn
 for a term of 36 Months

PJM_FP_AI_100MAC_IL

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
0536775005	6201 19TH ST (CITY OF BERWYN)	Commonwealth Edison	R74	PJM_WEST	95.6 / 101.9	05/16/2018	5.069	804,252
4752754004	7135 WINDSOR AVE (CITY OF BERWYN)	Commonwealth Edison	R73	PJM_WEST	1.6 / 1.7	05/24/2018	5.069	47,123
0250008087	3108 RIDGELAND AVE (CITY OF BERWYN)	Commonwealth Edison	R73	PJM_WEST	1.2 / 1.2	05/23/2018	5.069	11,935
0304109000	6001 W ROOSEVELT RD (CITY OF BERWYN)	Commonwealth Edison	R73	PJM_WEST	0.0 / 0.0	05/29/2018	5.069	183
3633121073	GARAGE PARKING3320 GROVE AVE (CITY OF BERWYN)	Commonwealth Edison	R73	PJM_WEST	30.9 / 32.0	05/24/2018	5.069	207,780
4124083007	ST LITE CONTROLLER6816 16TH ST (CITY OF BERWYN)	Commonwealth Edison	R73	PJM_WEST	14.2 / 14.7	05/30/2018	5.069	85,059
5323022014	3217 WESLEY AVE TFLT RT/25,CONTROLLER (CITY OF BERWYN)	Commonwealth Edison	R84	PJM_WEST	1.2 / 0.0	05/23/2018	5.069	58,464
4086355048	LITE CONTROLLER6949 ROOSEVELT RD (CITY OF BERWYN)	Commonwealth Edison	R73	PJM_WEST	5.2 / 5.4	05/30/2018	5.069	29,528
6634036003	AND 32ND ST-PRKG LOT0 OAK PARK AVE (CITY OF BERWYN)	Commonwealth Edison	R73	PJM_WEST	0.3 / 0.3	05/24/2018	5.069	2,896
Total Annual Usage:								1,247,220

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

kWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018					46,778	107,755	113,295	113,802	93,154	97,033	94,106	107,808
2019	106,991	99,785	102,467	101,924	109,621	106,677	114,372	112,749	93,861	97,033	93,289	108,581
2020	106,991	102,802	103,208	101,924	107,807	108,833	115,448	111,695	94,568	96,219	93,289	109,354
2021	105,413	99,785	103,949	101,924	68,801							

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.


This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Term of Months: 36 Months

Meter Read Start Date: May, 2018

Accepted and Agreed to:

By: _____ Date: _____

Date: October 19, 2017	Product Code: PJM_FP_AI_100MAC_IL
	DIRECT ENERGY BUSINESS, LLC 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

CUSTOMER INFORMATION

Customer Name: City of Berwyn	Billing Contact:
Contact Name: Robert Lavaro	Billing Address:
Address: 6700 26th St, Berwyn, IL 60402	
Telephone: (708) 788-2660	Telephone:
Fax:	Fax:
Email:	

ELECTRICITY TRANSACTION CONFIRMATION - ILLINOIS FIXED AI 100% MAC (PJM)

<p>This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated <u>March 19, 2015</u>, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.</p> <p>The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon 1. execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and 2. the earlier of (a) execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.</p>	
Delivery Period:	<p>For each Service Location, the first meter read date will be on or after: <u>May 01, 2018</u> and will continue for a term of <u>36 Months</u>.</p> <p>Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.</p>
Delivery Point:	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
Contract Quantity:	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
Purchase Price:	<p>The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity; Ancillary Services; losses; the Illinois Energy Efficiency Fund Fee; Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC); any applicable network integration transmission service (NITS) charges, including Regional Transmission Expansion Planning (RTEP); applicable Renewable Portfolio Standard ("RPS") charges; any Reliability Must Run ("RMR") charges, as applicable; and the Services Fee.</p> <p>Any and all costs and fees associated with PJM Balancing Congestion pursuant to FERC Dockets EL16-6 and ER16-121) are not included in the Purchase Price. Said costs and fees shall be invoiced by Seller to Buyer in addition to the Purchase Price and shall be due and owing by Buyer in accordance with Section 4 of the CMA.</p>
Bill type:	Dual/Supplier Consolidated

<p>Definitions:</p>	<p>"Ancillary Services" means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p>"Capacity" means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).</p> <p>"Exhibit A" refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.</p> <p>"PJM" means the Pennsylvania New Jersey Maryland Interconnection, L.L.C.</p> <p>"Regional Transmission Expansion Planning" (RTEP) PJM's comprehensive annual process that examines the three (3) interrelated components of electric power system reliability: load, generation, and transmission.</p> <p>"Reliability Must Run" (RMR) is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.</p> <p>"Renewable Portfolio Standard (RPS)" is a regulation that requires the increased production of energy from renewable energy sources.</p> <p>"Services Fee" is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.</p>
<p>Special Provisions:</p>	<p>1. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.</p> <p>2. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.</p> <p>3. Material Usage Deviation: Section 8(A) of the CMA is deleted in its entirety and replaced with the following: "If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 100% or more."</p> <p>4. End User: The following warranty shall be added to Section 13(B), Representations and Warranties of the Agreement: "(g) Buyer represents and warrants that it is the intended end-use customer for all Commodity purchased under this Agreement, has entered into this Agreement for non-speculative purposes, and will not resell any of the Commodity purchased under this Agreement.</p> <p>5. Buyer and Seller acknowledge that Seller does not intend to serve customers whose aggregate usage per Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's Service Locations within Utility's service area exceeds 15,000 kWh per year. Upon request Seller, Buyer shall provide evidence sufficient to prove that Buyer's usage within Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Seller reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Utility's service area]."</p> <p>6. Buyer will receive from Seller a monthly invoice following its meter read date for services provided under this Agreement as well as for the Utility delivery service charges, unless Seller is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for Service Location(s) that is initiated by the Utility (in such cases, Buyer will receive separate bills for Seller's charges (as set forth in Section 4 of the Agreement) and for the Utility's charges until such time that the single bill option arrangement is available through Seller and approved by the Utility for the Service Location(s).</p>
<p>Tax Exemption Status:</p>	<p>In order to insure accurate billing, tax status indication is required. Please check the appropriate status below:</p> <p><input type="checkbox"/> Non-Exempt</p> <p><input type="checkbox"/> Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)</p> <p><u>If exempt, must attach certificate.</u></p>

BUYER: City of Berwyn By: _____ Name: _____ Title: _____ Date: _____	SELLER: Direct Energy Business, LLC By: _____ Name: _____ Title: _____ Date: _____
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This Transaction Confirmation Amendment constitutes the changes to the Electricity Transaction Confirmation dated October 19, 2017, attached to this Amendment as Exhibit 1, under the Commodity Master Agreement ("CMA") as executed between City of Berwyn and Direct Energy Business, LLC, effective as of _____, _____. To the extent there is inconsistency in terms the documents will govern as follows: (1) this Transaction Confirmation Amendment (2) the Transaction Confirmation (3) any amendments to the CMA (4) the CMA.

- Section 4 of the CMA is amended by deleting the second sentence and replacing it with the following: "Payment is due within Thirty (30) days of the date of the invoice."

This Transaction Confirmation Amendment is governed under and construed in accordance with the governing law as indicated in the Agreement. This Amendment constitutes the entire agreement with respect to its subject matter and supersedes all prior oral and written communication with respect thereto. The remaining terms of the Transaction Confirmation are unchanged.

IN WITNESS WHEREOF the Parties have executed this Transaction Confirmation Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date").

<p>BUYER: City of Berwyn</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SELLER: Direct Energy Business, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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This Amendment constitutes the changes to the Commodity Master Agreement (“CMA”) among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and City of Berwyn dated _____, 20__, attached hereto as Exhibit 1. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) the Amendment and (3) the CMA.

1. Subsection (j) of Section 14 is amended by deleting the first sentence and replacing it with the following: “Seller may assign this Agreement without Buyer’s consent and, upon such an event, will provide notice to Buyer.”

This Amendment is governed under the laws as indicated in the Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. The remaining terms of the Agreement are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the “Effective Date”).

Buyer: City of Berwyn

**Seller: Direct Energy Business, LLC
Direct Energy Business Marketing, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

[CMA]

This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and City of Berwyn ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of March 19, 2015

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations:

A. Material Usage Deviation If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: **(a)** it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; **(b)** the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and **(c)** it is not Bankrupt.

B. Buyer represents and warrants that: **(a)** it is not a residential customer; **(b)** it will immediately notify Seller of any change in its ownership; **(c)** execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; **(d)** no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; **(e)** if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and **(f)** (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: **(a)** this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); **(b)** this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; **(c)** Seller is not a "utility" as defined in the Code; **(d)** Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and **(e)** Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **(b)** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **(c)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. **(d)** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. **(e)** Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. **(f)** NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. **(g)** All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. **(h)** If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (i) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC **(i)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(j)** Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. **(k)** This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(l)** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(m)** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. **(n)** Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. **(o)** Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. **(p)** This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice;

provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: CITY OF BERWYN

SELLER: DIRECT ENERGY BUSINESS, LLC

DIRECT ENERGY BUSINESS MARKETING, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



A Century of Progress with Pride

October 24, 2017

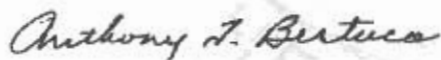
Margaret M. Paul
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Re: Renewal of the Intergovernmental Agreement between the City of Berwyn and the Town of Cicero for Parking on Lombard Avenue

Dear Ms. Paul:

Please put this item on the October 24, 2017 agenda.

Very truly yours,



Anthony T. Bertuca
City Attorney



A Century of Progress with Pride

October 24, 2017

Honorable Mayor, Robert J. Lovero
And Members of the Berwyn City Council

Re: Renewal of the Intergovernmental Agreement Between The City of Berwyn and The Town of Cicero for Parking on Lombard Ave.

Ladies and Gentlemen:

I am submitting the attached Inter-Governmental Agreement for your consideration. The renewal of this Agreement is being recommended by the Mayor's Office, the Law Department, the Public Works Department as well as the Traffic Engineer.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Town of Cicero, an Illinois municipal corporation, (the “Town”) and the City of Berwyn, an Illinois municipal corporation, (the “City”) (collectively, the Town and the City may, for convenience purposes only, be referred to as the “Parties” and each individually as a “Party”).

WITNESSETH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions in any manner not otherwise prohibited by law or ordinance; and

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

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

WHEREAS, the City and the Town are both public agencies under the laws of the State of Illinois; and

WHEREAS, Lombard Avenue borders the Town on the west and borders the City on the east; and

WHEREAS, both the Town and the City suffer from parking congestion and desire to ease the negative effects of parking congestion; and

WHEREAS, to ease parking congestion, the Parties have determined that it is in the best interests of their respective residents for the Town to refrain from issuing parking citations to the City’s residents who are parked on the east side of Lombard Avenue when the City undertakes regularly scheduled street sweeping operations on Lombard Avenue and for the City to refrain from issuing parking citations to the Town’s residents who are parked on the west side of Lombard Avenue when the Town undertakes regularly scheduled street sweeping operations on Lombard Avenue; and

WHEREAS, based on the foregoing, the Parties have concluded that it is in the best interests of the Parties to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **AGREEMENT:** The Town hereby agrees to refrain from issuing parking citations to residents of the City who fail to display Town vehicle stickers when said residents are parked on the east side of Lombard Avenue on Thursdays, from 9:00 a.m. to 4:00 p.m., which is the day and time that the City regularly performs street sweeping operations on Lombard Avenue.

The City hereby agrees to refrain from issuing parking citations to residents of the Town who fail to display City vehicle stickers when said residents are parked on the west side of Lombard Avenue on Tuesdays, which is the day that the Town regularly performs street sweeping operations on Lombard Avenue, when signs are posted on the east side of Lombard Avenue notifying Town residents that street sweeping operations will take place on Lombard Avenue.

If any citation is issued to a City resident who is parked on the east side of Lombard Avenue in contravention of this Agreement, the Town shall not require the resident to appear at any court or administrative hearings and shall dismiss said ticket upon notice from the City. If any citation is issued to a Town resident who is parked on the west side of Lombard Avenue in contravention of this Agreement, the City shall not require the resident to appear at any court or administrative hearings and shall dismiss said ticket upon notice from the Town.

2. **TERM:** The term of this Agreement shall commence upon November 1, 2017 and shall continue to and through October 31, 2019, unless terminated earlier as set forth in this Agreement.
3. **TERMINATION & DEFAULT:** Either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the other Party. If either Party fails to cure any breach of this Agreement within thirty (30) calendar days after written notice thereof, the non-breaching Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to said Party including, but not limited to, bringing a lawsuit against the breaching Party. The breaching Party shall reimburse the non-breaching Party for all costs incurred by the non-breaching Party in connection with a breach of this Agreement, including reasonable attorneys' fees.
4. **RECITALS:** The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
5. **NOTICES:** Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of

personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Town:

Town of Cicero
4949 West Cermak Road
Cicero, Illinois 60804
Attn: Town Collector

If to the City:

Berwyn City Hall
6700 26th Street
Berwyn, Illinois 60402
Attn: City Clerk

With a Copy to:

Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402

With a Copy to:

Anthony Bertuca, City Attorney
6700 26th Street
Berwyn, Illinois 60402

6. **SEVERANCE:** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
7. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.
8. **MODIFICATION & WAIVER:** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.
9. **HEADINGS:** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

10. **CONSTRUCTION AND GOVERNING LAW:** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
11. **RIGHT TO COUNSEL:** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable amount of time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
12. **COUNTERPARTS & FACSIMILE:** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
13. **RELATIONSHIP:** This Agreement shall not be deemed or construed to evidence or create an employment, joint venture, partnership or other agency relationship between the Parties hereto.
14. **BREACH:** In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suits incurred by the prevailing Party. Prevailing Party shall mean any defendant found not liable on all counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.
15. **LEGISLATION:** The Board of Trustees of the Town and City Council of the City shall enact all necessary ordinances or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the later date written below.

Executed:

Authorized Representative of the Town of Cicero, Illinois Date

ATTEST: _____
 Maria Punzo-Arias
 Town Clerk

(SEAL)

Authorized Representative of the City of Berwyn, Illinois Date

ATTEST: _____
 Margaret M. Paul
 City Clerk

(SEAL)

J-9

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

October 24, 2017

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

Re: 16 CV 7166

Dear Ms. Paul:

Please put this item on the October 24, 2017 agenda authorizing the settlement of the above referenced matter for the total of \$50,000.00 based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca
City Attorney

J-10

City of Berwyn
Department of Community Development

TO: Mayor Robert J. Lovero

FROM: Regina Mendicino, Director
Community Development Department

DATE: October 16, 2017

RE: Resolution to Adopt
(1) Intergovernmental Memorandum of Understanding
With Chicago-Cook County AFH Collaborative
(2) Intergovernmental Agreement with CMAP

Dear Mayor Lovero:

The attached Resolution is submitted for consideration at the City Council's October 24, 2017 meeting.

Pursuant to 24 CFR 5.150 through 5.180, the City as a direct recipient of CDBG funds from HUD is required to produce an Assessment of Fair Housing ("AFH"). HUD is encouraging City's to collaborate on a regional AFH with their County. A joint/regional AFH Collaborative will be more effective, economical and inclusive.

Berwyn is already a member of the Cook County Consolidate Plan Collaborative, which is seeking to join with the City of Chicago and other agencies to collaborate on a joint/regional AFH (the "Chicago-Cook County AFH Collaborative"). In addition, the Chicago-Cook County Collaborative has agreed in principal to retain the Chicago Metropolitan Agency for Planning ("CMAP") to provide the services necessary to produce the joint/regional AFH

The **Intergovernmental Memorandum of Understanding** with the other members of the Chicago-Cook County AFH Collaborative and the **Intergovernmental Agreement with CMAP** are attached to the Resolution and memorialize the agreement to work together on this project. The cost to the City of Berwyn is \$2,500 and can be paid from CDBG funds. This is much less then if the City were to create its own AFH.

This is a great opportunity for the City to work collaboratively on this project.

Recommendation: **Approve**
(1) **Intergovernmental Memorandum of Understanding with Chicago-Cook County AFH Collaborative**
(2) **Intergovernmental Agreement with CMAP**

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. 2017 - _____

**A RESOLUTION APPROVING THE CITY OF BERWYN
JOINING THE CHICAGO-COOK COUNTY COLLABORATIVE AND
ACCEPTANCE OF PLANNING STAFF ASSISTANCE SERVICES
WITH CHICAGO METROPOLITAN AGENCY FOR PLANNING
FOR THE 2020-2024 ASSESSMENT OF FAIR HOUSING**

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 CITY is an entitlement community and receives an annual grant from the Department of Housing and Urban Development ("HUD") for Community Development Block Grant Funds ("CDBG"); and

WHEREAS, pursuant to 24 CFR 5.150 through 5.180, HUD requires entitlement communities and public housing authorities ("PHAs") to produce an Assessment of Fair Housing ("AFH"), and encourages local PHAs to collaborate on a regional AFH; and

WHEREAS, the CITY is already a member of the Cook County Consolidate Plan Collaborative which consists of Cook County, and the municipalities of Arlington Heights, Cicero, Des Plaines, Evanston, Hoffman Estates, Mount Prospect, Oak Lawn, Oak Park, Palatine, Schaumburg and Skokie, whom together with the City of Chicago, and the Housing Authorities of Chicago, Cook County, Cicero, Maywood, Oak Park and Park Forest, seek to collaborate to develop a joint/regional AFH (the "Chicago-Cook County AFH Collaborative"); and

WHEREAS, the production of a joint/regional Chicago-Cook County AFH Collaborative will be more effective, economical and inclusive for all parties; and

WHEREAS, the Chicago-Cook County Collaborative has agreed in principal with the Chicago Metropolitan Agency for Planning and its partners the Metropolitan Planning Council and the Chicago Area Fair Housing Alliance ("CMAP") to provide the services for the joint/regional AFH; and

WHEREAS, CMAP has agreed on the general contents of an Intergovernmental Agreement (“IGA”) and a Scope of Services that will guide the staff assistance and services to be provided by CMAP to produce the joint/regional AFH; and

WHEREAS, the Mayor and the City Council have determined it is in the best interest of the CITY to be a member of the Chicago-Cook County AFH Collaborative and for the CITY and the other members of the Chicago-Cook County AFH Collaborative to enter into an IGA with CMAP.

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

SECTION 1:

The Corporate Authorities of the CITY hereby support the production of a joint/regional AFH for the CITY through a collaborative effort with the other members of the Chicago-Cook County AFH Collaborative.

SECTION 2:

The Mayor and City Clerk are hereby directed and authorized to finalize and execute on behalf of the CITY an **Intergovernmental Memorandum of Understanding** with the other members of the Chicago-Cook County AFH Collaborative, a copy of which is attached hereto as **Exhibit A**.

SECTION 3:

The Corporate Authorities of the CITY hereby support and agree to the offer of assistance for services by CMAP, and recognizes these services are provided for the purpose of producing the joint/regional AFH.

SECTION 4:

The Mayor and City Clerk are hereby directed and authorized to finalize and execute on behalf of the CITY an **Intergovernmental Agreement with CMAP** for the services provided for the purpose of producing a joint/regional AFH, a copy of which is attached hereto as **Exhibit B**.

SECTION 5:

The CITY recognizes the provisions that govern the administration of staff assistance services, and, if necessary, the discontinuance of such services, are included in the Intergovernmental Agreement and the Intergovernmental Memorandum of Understanding.

SECTION 5:

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 October, 2017

Margaret Paul, City Clerk

Voting Aye:

Voting Nay:

Absent:

Deposited in my office this 24th day of October, 2017

Margaret Paul, City Clerk

APPROVED this 24th day of October, 2017

Robert J. Lovero, Mayor

Exhibit A

**Intergovernmental Memorandum
Of Understanding**

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

AMONG

The City of Chicago (Entitlement)
The Chicago Housing Authority (PHA)
The Housing Authority of Cook County (PHA)
The County of Cook (Entitlement and HOME consortium lead)
The Village of Arlington Heights (Entitlement and HOME consortium member)
The City of Berwyn (Entitlement and HOME consortium member)
The Town of Cicero (Entitlement and HOME consortium member)
The Cicero Housing Authority (PHA)
The City of Des Plaines (Entitlement and HOME consortium member)
The City of Evanston (Entitlement)
The Village of Hoffman Estates (Entitlement and HOME consortium member)
The Maywood Housing Authority (PHA)
The Village of Mount Prospect (Entitlement and HOME consortium member)
The Village of Oak Lawn (Entitlement and HOME consortium member)
The Village of Oak Park (Entitlement and HOME consortium member)
The Oak Park Housing Authority (PHA)
The Village of Palatine (Entitlement and HOME consortium member)
The Park Forest Housing Authority (PHA)
The Village of Schaumburg (Entitlement and HOME consortium member)
The Village of Skokie (Entitlement)

FOR

THE 2020-2024 ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT, entered this 1 day of November, 2017 by and among the following Participants.

The City of Chicago (Entitlement)
The Chicago Housing Authority (PHA)
The Housing Authority of Cook County (PHA)
The County of Cook (Entitlement and HOME consortium lead)
The Village of Arlington Heights (Entitlement and HOME consortium member)
The City of Berwyn (Entitlement and HOME consortium member)
The Town of Cicero (Entitlement and HOME consortium member)
The Cicero Housing Authority (PHA)
The City of Des Plaines (Entitlement and HOME consortium member)
The City of Evanston (Entitlement)
The Village of Hoffman Estates (Entitlement and HOME consortium member)
The Maywood Housing Authority (PHA)
The Village of Mount Prospect (Entitlement and HOME consortium member)
The Village of Oak Lawn (Entitlement and HOME consortium member)
The Village of Oak Park (Entitlement and HOME consortium member)
The Oak Park Housing Authority (PHA)
The Village of Palatine (Entitlement and HOME consortium member)

The Park Forest Housing Authority (PHA)
The Village of Schaumburg (Entitlement and HOME consortium member)
The Village of Skokie (Entitlement)

WHEREAS, The City of Chicago is a consolidated plan jurisdiction with a program year start date of January 1, Chicago's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Chicago Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Chicago Housing Authority is a Moving to Work agency, with a report due to HUD annually.

WHEREAS, the Housing Authority of Cook County is a public housing authority with a fiscal year beginning date of October 1. The Housing Authority of Cook County's next 5-year PHA plan will begin in 2018.

WHEREAS, The County of Cook is a consolidated plan jurisdiction with a program year start date of October 1. The County of Cook's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Arlington Heights is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Arlington Heights's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The City of Berwyn is a consolidated plan jurisdiction with a program year start date of October 1. The City of Berwyn's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Town of Cicero is a consolidated plan jurisdiction with a program year start date of October 1. The Town of Cicero's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Cicero Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Cicero Housing Authority's next 5-year PHA plan will begin in 2020.

WHEREAS, The City of Des Plaines is a consolidated plan jurisdiction with a program year start date of October 1. The City of Des Plaines's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The City of Evanston is a consolidated plan jurisdiction with a program year start date of January 1. The City of Evanston's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Hoffman Estates is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Hoffman Estates' next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Maywood Housing Authority is a public housing authority (PHA) with a fiscal year beginning date of January 1. The Maywood Housing Authority's next 5-year PHA plan will begin in _____.

WHEREAS, The Village of Mount Prospect is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Mount Prospect's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Oak Lawn is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Oak Lawn's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Oak Park is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Oak Park's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Oak Park Housing Authority is a public housing authority with a fiscal year beginning date of January 1. The Oak Park Housing Authority's next 5-year PHA plan will begin in 2020.

WHEREAS, The Village of Palatine is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Palatine's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the Park Forest Housing Authority is a public housing authority with a fiscal year beginning date of July 1. The Park Forest Housing Authority's next 5-year PHA plan will begin in 2020.

WHEREAS, The Village of Schaumburg is a consolidated plan jurisdiction with a program year start date of October 1. The Village of Schaumburg's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, The Village of Skokie is a consolidated plan jurisdiction with a program year start date of May 1. The Village of Skokie's next 5-year consolidated plan cycle will begin in 2020.

WHEREAS, the above Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH).

WHEREAS, the Participants wish to collaborate to develop the AFH, in accordance with that certain Chicago-Cook County Assessment of Fair Housing Scope, attached hereto and incorporated herein by reference.

WHEREAS, the Participants wish to work with the Chicago Metropolitan Agency for Planning and its partners, the Metropolitan Planning Council and the Chicago Area Fair Housing Alliance, to produce a joint/regional AFH.

WHEREAS, the AFH may be approached more effectively and economically through the collaborative efforts of the parties.

NOW, THEREFORE, it is agreed between the parties hereto that:

LEAD ENTITY

The County of Cook will serve as the lead entity of the collaboration and will be responsible for submitting the joint/regional AFH to HUD on behalf of all the collaborating Participants.

PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Collaborating Participants have, to the extent practicable, attempted to align program and fiscal years, as applicable, in accordance with the regulations at 24 CFR part 91, for consolidated plan program participants, or 24 CFR part 903, for PHAs. Alignment of program and fiscal years is not possible, therefore the AFH will be submitted in accordance with the lead entity's consolidated plan cycle. The County of Cook's due date is January 5, 2020.

ROLES/RESPONSIBILITIES OF PARTICIPANTS

Assessment of Fair Housing

Participants will collaborate on the completion of the AFH. The responsibilities of the Participants are as follows:

1. Participants will be accountable for any applicable analysis and any applicable joint goals and priorities included in the submitted AFH. Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.
2. Each Participant commits to enter into an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning regarding payment for the development of the joint/regional AFH. Participants agree to pay invoices according to internal financial policies. Cost of the AFH has been allocated amongst each Participant as follows.

Assessment geography	Total Cost	December 2017	December 2018
City of Chicago	\$75,000	\$37,500	\$37,500
Chicago Housing Authority	\$75,000	\$37,500	\$37,500
City of Evanston	\$13,000	\$6,500	\$6,500
Village of Skokie	\$12,000	\$6,000	\$6,000
County of Cook	\$33,400	\$16,700	\$16,700
Housing Authority of Cook County	\$50,000	\$25,000	\$25,000
Village of Arlington Heights	\$1,000	\$500	\$500
City of Berwyn	\$2,500	\$1,250	\$1,250
Town of Cicero	\$3,600	\$1,800	\$1,800

City of Des Plaines	\$1,000	\$500	\$500
Village of Hoffman Estates	\$1,000	\$500	\$500
Village of Mount Prospect	\$1,000	\$500	\$500
Village of Oak Lawn	\$1,000	\$500	\$500
Village of Oak Park	\$3,500	\$1,750	\$1,750
Village of Palatine	\$1,000	\$500	\$500
Village of Schaumburg	\$1,000	\$500	\$500
Maywood Housing Authority	\$3,000	\$1,500	\$1,500
Park Forest Housing Authority	\$3,000	\$1,500	\$1,500
Oak Park Housing Authority	\$3,000	\$1,500	\$1,500
Cicero Housing Authority	\$3,000	\$1,500	\$1,500

\$287,000.00

SPECIAL CONDITIONS

1. The entitlements and PHAs designate the County of Cook as the lead entity (I.E) for the joint/regional AFH. While all entitlements and PHAs are accountable for the analysis and will sign the AFH submitted document to HUD, the County of Cook will oversee the submission of the regional AFH. The County of Cook's next Consolidated Plan cycle will be October 1, 2020-September 30, 2025. The joint/regional AFH will be due to HUD on January 5, 2020.
2. The entitlements and PHAs intend to commit financial resources, subject to appropriations/budget, to assist in compiling the joint/regional AFH, as specified above
3. The entitlements and PHAs hereto shall comply with all federal and state laws regarding discrimination and shall prohibit unlawful discrimination on the basis of race, color, religion, national origin, sex, disability, familial status, ancestry, creed, marital status and/or sexual orientation. Each entitlement and PHA will comply with any additional local laws regarding discrimination.
4. This Agreement may not be assigned without prior written approval of the parties hereto

WITHDRAWAL

Any Participant may withdraw from the collaboration with 30 days' written notice via certified mail to the other participants.

The withdrawing Participant must promptly notify HUD of its withdrawal from the collaboration.

The withdrawing Participant will be financially obligated to the Chicago Metropolitan Agency for Planning for the total cost in the table.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ENTIRE AGREEMENT

This Agreement between the Participants for the submission of the 2020-2024 AFH, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Participants with respect to this Agreement. By way of signing this Agreement, the Program Participants are bound to perform the duties and obligations within this Agreement. No amendment or modification of this Agreement shall be valid unless the same is in writing and executed by all the parties hereto, and then only to the extent set forth in said writing. Any amendment to this Agreement must be submitted to HUD.

This Agreement will remain effective until July 31, 2020 or until supplanted by a new agreement, whichever comes first.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

For City of Chicago

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
--------------------	--	---------------

Attest

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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For Chicago Housing Authority

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
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Attest

Signature

Type or Print Name of Authorized Representative

Date

For County of Cook

Signature

Type or Print Name of Authorized Representative

Date

Attest

Signature

Type or Print Name of Authorized Representative

Date

For Housing Authority of Cook County

Signature

Type or Print Name of Authorized Representative

Date

Attest

Signature

Type or Print Name of Authorized Representative

Date

For Village of Arlington Heights

Signature

Type or Print Name of Authorized Representative

Date

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Signature

Type or Print Name of Authorized Representative

Date

For City of Berwyn

Signature

Type or Print Name of Authorized Representative

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Type or Print Name of Authorized Representative

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For Town of Cicero

Signature

Type or Print Name of Authorized Representative

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Signature

Type or Print Name of Authorized Representative

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For Cicero Housing Authority

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Type or Print Name of Authorized Representative

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Type or Print Name of Authorized Representative

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For City of Des Plaines

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Signature

Type or Print Name of Authorized Representative

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For City of Evanston

Signature

Type or Print Name of Authorized Representative

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For Village of Hoffman Estates

Signature

Type or Print Name of Authorized Representative

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Type or Print Name of Authorized Representative

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For Maywood Housing Authority

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Type or Print Name of Authorized Representative

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Type or Print Name of Authorized Representative

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For Village of Mount Prospect

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For Village of Oak Lawn

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For Village of Oak Park

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For Oak Park Housing Authority

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For Village of Palatine

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Type or Print Name of Authorized Representative

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Type or Print Name of Authorized Representative

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For Park Forest Housing Authority

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Type or Print Name of Authorized Representative

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Type or Print Name of Authorized Representative

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For Village of Schaumburg

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Type or Print Name of Authorized Representative

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Type or Print Name of Authorized Representative

Date

For Village of Skokie

Signature

Type or Print Name of Authorized Representative

Date

Attest

Signature

Type or Print Name of Authorized Representative

Date

Exhibit B

Intergovernmental Agreement With CMAP



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606
312 454 0400
www.cmap.illinois.gov

Contract # IGA-18-0008

Intergovernmental Agreement For Assessment of Fair Housing

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of Berwyn, 6700 West 26th Street, Berwyn, IL 60402 herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Signature

Type or Print Name of Authorized Representative

Date

Attest:

Signature

Type or Print Name

Date

For CMAP:

Joseph C. Szabo
Executive Director

Attest Signature

Date

-
- Part 1 Scope/Compensation/Term
 - Part 2 General Conditions
 - Part 3 Scope of Work/Responsibilities
 - Part 4 Compensation for Services
-

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmapp.illinois.gov

C. Tax Identification Number.

CMAP certifies that:

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

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status (Circle One): Local Government

D. **Term of Agreement.** The term of this Agreement shall be from final signing until July 31, 2020

E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

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

1. Complete Agreement.

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

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b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may, from time to time, order work suspension or make any change in the general scope of this Agreement including, but not limited to, changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope and/or time. No amendments are effective until there is a written Agreement that has been signed by both parties.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and the GOVERNMENTAL BODY.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
3. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to CMAP shall be used for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof, or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
4. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
5. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of five years after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - (1) If any litigation, claim or audit is started before the expiration of five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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

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

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

6. Procurement Procedures All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a. **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b. **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c. **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

7. Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

8. Method of Payment. Project expenditures are paid directly from federal and/or state or GOVERNMENTAL BODY funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.

9. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP

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shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 10 hereof.

10. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

11. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

12. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

14. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. Prohibited Interest.

a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

16. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
17. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP and the GOVERNMENTAL BODY.
18. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
19. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
20. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
21. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

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22. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
23. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY, CMAP and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
24. **Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
26. **Hold Harmless and Indemnity.** The GOVERNMENTAL BODY shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement
27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
30. **Subcontracts**
 - a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors,

associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities/Scope of Work

On July 16, 2015, The U.S. Department of Housing and Urban Development (hereinafter "HUD"), published its final rule on 24 CFR Parts 5,91,92,570,575,576 and 903 on Affirmatively Furthering Fair Housing (hereinafter "AFFH") to affirmatively further the purposes of the Fair Housing Act, title VIII of the Civil Rights Act of 1968, that requires participating jurisdictions and public housing authorities to develop Assessments of Fair Housing (hereinafter "AFH").

The purpose of this intergovernmental agreement is to facilitate a means of cooperation and collaboration to assist participating jurisdictions and public housing authorities in drafting a regional AFH.

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

- A. **Resources.** The project scope of work (Attachment 1), including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. **Data Sharing.** The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work within two weeks of receiving a request from CMAP. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. **Public Outreach.** The GOVERNMENTAL BODY agrees actively to participate in and conduct public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending, holding, and conducting public meetings, and providing key stakeholder contact information.
- D. **Plan Adoption.** The GOVERNMENTAL BODY, shall facilitate the plan adoption process, including scheduling, noticing, and holding local public hearings, as well as all scheduling, noticing, and holding of adoption meetings. For CMAP to submit the completed AFH on behalf of the GOVERNMENTAL BODY, the GOVERNMENTAL BODY shall have adopted the AFH no later than November 1, 2019.

CMAP shall perform and carry out in a satisfactory and proper manner, the following:

- A. **Public Outreach.** CMAP shall provide, in cooperation with the GOVERNMENTAL BODY, broad and continuous public outreach which will include web surveys, small group discussions and large public meetings. Public outreach activities shall be targeted to traditionally underrepresented populations.
- B. **Existing Conditions Report:** CMAP shall conduct an assessment of the existing conditions of fair housing in the region. This shall include, patterns of integration and segregation; racially or ethnically concentrated areas of poverty, disparities in access to transit, jobs and economic opportunity, and disproportionate housing needs.

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- C. **Plan Development.** CMAP shall, in cooperation with the GOVERNMENTAL BODY, provide recommendations with regard to regional and local projects, programs and policies to address issues identified during the existing conditions phase of the project.
- D. **Plan Adoption and HUD Review.** CMAP shall, in cooperation with the GOVERNMENTAL BODY, foster the local and regional plan adoption process. CMAP shall, in cooperation with the GOVERNMENTAL BODY, facilitate open houses. CMAP shall also, in cooperation with the GOVERNMENTAL BODY, submit final plans to HUD for review and acceptance.
- E. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONTRACTOR. CMAP shall require the CONSULTANT, if any, to provide GOVERNMENTAL BODY with all of the CONSULTANTS deliverables at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the CONSULTANT to enable the other to attend the meetings if desired.

Part 4. Compensation for Services

The GOVERNMENTAL BODY agrees to the fee of \$2,500, which will be paid in two installments. The FY18 installment payment, in the amount of \$1,250, will be paid by the GOVERNMENTAL BODY to CMAP within thirty (30) days of receipt of the invoice. The FY19 installment, in the amount of \$1,250, will be paid by the GOVERNMENTAL BODY to CMAP within thirty (30) days of receipt of the invoice. The invoices will be sent to the person listed on ATTACHMENT 2.

ATTACHMENT 1 Project Scope of Work

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**Chicago-Cook County Assessment of Fair Housing
Scope
September 2017**

In the summer of 2015, the U.S. Department of Housing and Urban Development (HUD) published a new rule on affirmatively furthering fair housing. The new rule requires entitlements and public housing authorities (PHAs) to produce an Assessment of Fair Housing (AFH). Cook County includes 21 different entitlements and housing authorities that will need to produce an AFH.

HUD encourages local entities to collaborate on regional AFH. Collaboration offers numerous potential benefits. Entitlements and PHAs can more efficiently and effectively meet federal fair housing requirements, often at a cost-savings to previous fair housing analyses. An AFH for all of Cook County allows participants to utilize the ongoing work of high-capacity civic organizations to define and assess equity related topics at a regional scale. This scope outlines the partners, roles, process, geography, and timeframe for the development of an AFH for all of Cook County.

Timeframe

Under the rule, the participants must choose one lead entity for the submission of the plan. That lead entity must be an entitlement or PHA. The due date for all participants will be that of the lead entity. The due date for the county-wide AFH does not change the due dates for consolidated plans or PHA five year plans. The official HUD due date for the AFH will be January 5, 2020. The project will start on November 1, 2017.

Partners and roles

- *Lead entity-* All entitlements and PHAs participating in this AFH must designate, through an IGA, a jurisdiction to serve as the lead entity. Beyond setting the due date for the AFH, the lead entity must also oversee the submission (including in the HUD designated system) of the AFH on behalf of all participants along with addressing follow-up inquiries about the effort. Cook County will serve as the lead entity for this project. The official HUD due date for the AFH will be January 5, 2020.
- *Entitlements-* Both municipal and county entitlements are partners in this project. Such participation may take many forms depending on interest and capacity. Staff members and elected officials will spend time participating in meetings, reviewing deliverables, and conducting local outreach. Moreover, entitlements will be expected to provide funding to support the project. The collaborative nature of this project is expected to reduce the cost of compliance for most entities. The following entitlements are voluntarily participating in this project: Chicago, Cook County, Arlington Heights, Berwyn, Cicero, Des Plaines, Evanston, Hoffman Estates, Mount Prospect, Oak Lawn, Oak Park, Palatine, Schaumburg, and Skokie.

- *PHAs*- Under the rule, a PHA must also produce an AFH. Much like with entitlements, this scope envisions that PHA staff and officials will participate in meetings, review deliverables, and conduct local outreach. PHAs will be expected to provide funding to support completion of the project. This is a new cost for PHAs, as they have not conducted such fair housing planning in the past. The following PHAs are voluntarily participating in this project: Chicago Housing Authority, Housing Authority of Cook County, Cicero Housing Authority, Maywood Housing Authority, Oak Park Housing Authority, and Park Forest Housing Authority.
- *Chicago Metropolitan Agency for Planning*- CMAP is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now guides implementation of the GO TO 2040 comprehensive regional plan, and also developed the region's Fair Housing and Equity Assessment (FHEA) as part of a Sustainable Communities Regional Planning grant. CMAP will provide of technical assistance to develop the AFH and oversee the participation of other civic organizations.
- *Civic organizations*- The following civic organizations will assist entitlements and PHAs with the development of an AFH: Chicago Area Fair Housing Alliance and the Metropolitan Planning Council (MPC). These groups will provide specialized assistance on key topic areas ranging from fair housing complaints and compliance to development of new metrics and national best practices around equity issues.

Project Team

The day-to-day operation and oversight of the project will be managed by a project team composed of CMAP, participating civic organizations, one Cook County representative, one City of Chicago representative, one Chicago Housing Authority representative, one Housing Authority of Cook County representative, one municipal PHA, and one municipal entitlement. The Project Team will meet regularly to discuss progress on the project, upcoming steps, and share completed work product between the parties.

Steering Committee

To represent the considerations of the many parties involved in development of the AFH, a steering committee will provide feedback to the Project Team throughout the planning process. This broad group will consist of one representative from each participating entitlement or PHA. The steering committee will review all draft documents in advance of public release and/or legislative review/approval.

Tasks

1. Pre-kickoff work

Before the project formally kicks off, several steps must be completed. These activities will occur prior to the “formal” project initiation in November 2017. These tasks include the following.

- The governing body of each participating entity will need to approve a resolution expressing support for the project and authorizing participation.
- All participants must sign an agreement that explains expectations for the relationship between the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- All participants must sign individual agreements with CMAP that explain expectations for the relationship between CMAP and the various the participants, project management, access to resources, contribution of local funding to support the project, etc. The agreement will need to be signed before the project formally begins.
- CMAP will notify HUD via letter which parties are participating in the AFH and submit copies of the agreements.

2. Outreach

Strong public outreach that goes beyond HUD statutory requirements will be a backbone of this project. To accomplish this, outreach will take place in three distinct parts.

- Initially public outreach will occur through large activities. CMAP will use the online survey site MetroQuest to develop an English and Spanish survey that can be used throughout the County to assess the fair housing issues that are of greatest concern. Concurrent with the MetroQuest site, CMAP will work with partners to facilitate seven workshops, three in the City and four in the County. Some entitlements and PHAs will want to ensure that a workshop is being held in their community. As such, CMAP will prepare “meeting in a box” materials that project partners can use to conduct additional workshops using the same materials and format. Work in this phase will include outreach trainings for entitlements, PHAs, and service organizations to ensure that each can serve as viable partners to ensure participation from a wide array of stakeholders.
- The second phase of outreach will primarily consist of topical focus groups throughout the City and County. At the conclusion of the initial round of outreach activities, the Project Team will review who participated in the various events. Those findings will help guide the focus groups for phase two, ensuring that all are given the opportunity to participate, including the following groups highlighted by HUD. The need for outreach in languages other than English and Spanish will be considered on a case-by-case basis.
 - State or local fair housing agencies and organizations
 - Tenant organizations
 - Community-based organizations that represent protected class populations
 - Faith-based organizations

- Public and private agencies that provide social services
- Philanthropic organizations
- Resident Advisory boards for participating PHAs
- State and local universities
- Disability advocacy groups
- Public, private, and non-profit housing providers
- Realtors
- Property management companies
- Lenders
- Ex-offenders/criminal justice groups
- Continua of Care
- Human Rights Commissions
- Private developers

As in phase one, CMAP will prepare “meeting in a box” materials that project partners can use to conduct focus groups using the same materials and format. Users of the “meeting in a box” materials will be responsible for timely reporting of meeting outcomes for integration into the larger effort.

- The final phase of public outreach would occur as the plan is finalized and approved. Seven open houses would be held, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. After comments received during the open houses and the 30 day public comment period are integrated into the document, each entitlement and PHA would need to proceed with local approval, which would need to include a formal public hearing.

Beyond the specific outreach tasks identified above, CMAP and other civic partners on this project are always conducting outreach in the region for various projects and it is assumed that outreach from those activities would also be brought to bear on this project. In particular, CMAP is in the process of creating ON TO 2050, the region’s next comprehensive plan. Topics being researched as part of ON TO 2050 include housing choice, inclusive growth, resilience, and disinvested areas. Findings from ON TO 2050 will be utilized in AFH development.

CMAP will create and host a dedicated project webpage containing information on the planning process and key deliverables. Each PHA and entitlement will need to include a link from their own website to the CMAP project webpage. Materials posted on the webpage may include project announcements, upcoming meeting dates, meeting materials, draft documents for review, online surveys, etc. CMAP will be responsible for posting the material and keeping the page up-to-date.

All public outreach collected during the process will be summarized in an outreach document that will be an appendix to the plan. This will include a description of outreach activities; approach to reaching various populations, including underrepresented populations; a list of people/organizations who participated during the planning process; a summary of the feedback received throughout the process; and a log of all comments received during the open houses

and public comment period, including a summary of any comments, views, and recommendations not accepted by entitlements and PHAs and the reasons for non-acceptance.

3. Existing conditions analysis

An important interim product is the “existing conditions report.” This document will discuss the existing conditions of fair housing, including patterns of integration and segregation; racially or ethnically concentrated areas of poverty; disparities in access to transit, jobs, and economic opportunity; and disproportionate housing needs. The project team will prepare the existing conditions analysis, with data support and review from the entitlements and PHAs.

Entitlements and PHAs accountable for their individual analysis along with that of a joint regional analysis. Participating in a county-wide AFH does not relieve each entitlement or PHAs of its obligation to analyze and address local and regional fair housing issues and contributing factors that affect fair housing choice.

Given this, the existing conditions report will include one regional analysis of fair housing conditions in the region and local assessments for individual participants. See the Kansas City Metropolitan Area AFH as a potential model. The analysis will include the following:

- A demographic summary that includes an analysis on patterns of segregation and integration locally and regionally and factors that that significantly impact segregation/integration.
- Identification of Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs), disparities in access to opportunity, and disproportionate housing needs, and factors that significantly impact the presence of these issues.
- An analysis of publicly supported housing in terms of location, demographics, occupancy, and access to opportunity, along with the identification of factors that significantly impact the existing conditions.
- An analysis of the presence, location, and access to opportunity of persons with disability, along with the identification of factors that significantly impact the existing conditions.
- An assessment of the current fair housing ecosystem, including the capacity of individual jurisdictions to conduct fair housing outreach or enforcement, whether themselves or through a local partner, along with the identification of factors that significantly impact the existing conditions.

Local data will be used to supplement HUD provided data. The Lead Entity will be responsible for helping CMAP and other consultants access the HUD provided data. Supplemental data will be identified in many ways, including through Task 2. The Project Team also anticipates using data developed in ongoing planning activities to inform the existing conditions analysis, including ON TO 2050, MPC’s Cost of Segregation project, and the FHEA.

4. Plan development

Task 4a: Key recommendations memo

Before the plan is drafted, the Project Team will prepare a memo describing the key recommendations that are expected to be contained in the plan. The memo will include both fair housing goals and priorities applicable to all participants and local fair housing goals and priorities applicable to each individual participant. The purpose of the memo is to provide each participant with a summary of key recommendations before much time is spent writing them in detail; if there are significant problems with any elements of the report, they should surface at this point. Individual memos will be prepared for each participant. At least one Steering Committee meeting is envisioned to discuss the county-wide recommendations. Each participant will be responsible for determining the preferred local process to vet the memo.

Task 4b: Draft plan

The findings from community outreach and the existing conditions report along with the recommendations memos will be synthesized into a draft AFH. The AFH must be submitted via the online HUD assessment tool. CMAP and the Lead Entity will work closely with the rest of the Project Team create a draft AFH that follows the proscribed HUD framework. The Steering Committee will be responsible for reviewing and providing feedback on the drafts of the AFH during this phase of the project.

Task 4c: Graphic Design

To supplement the official HUD version of the plan that will be submitted online, CMAP will take contents of the draft plan to create one easy-to-read and graphically rich summary. The graphic document will cover public involvement, key findings, and local and county-wide recommendations.

5. Plan approval

Task 5a: Open houses and comment period

As noted under Task 2, the Project Team will hold seven open houses, three in the City and four in the County, for parties to review and comment on the draft plan. All of these open houses would occur during a 30 day public comment period. The Project Team will finalize the plan after the close of the comment period.

Task 5b: Public hearings

Public hearings will be held on the finalized plan as needed in each entitlement and PHA. Each PHA and entitlement is responsible for all noticing related to the public hearing. The Project Team will provide support as necessary.

Task 5c: Approval

Each participating PHA and entitlement will formally approve the AFH. Each PHA and entitlement is responsible for all noticing related to the approval meeting. The Project Team will provide support as necessary.

Task 5d: HUD submission and approval

After the plan has been approved by all parties, the AFH must be submitted to HUD. The Lead Entity will be responsible for submission to HUD, including the uploading of all materials in the HUD submission system.

HUD will either approve the AFH or provide a response letter noting required changes within 60 days of submission. HUD may accept a regional AFH for some participants, but not accept the regional AFH for others. The Project Team will work with any participants for whom the regional AFH was not accepted by HUD to address any changes and resubmit within the designated response period.

Assessment of Fair Housing Timeline

Category	Q4 2016	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019
Pre-kickoff work													
Outreach													
Existing conditions analysis													
Plan development													
Plan adoption													

ATTACHMENT 2:

Invoice Information

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Return this completed form to:

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

Rev. 6/27/2017

K-1

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

October 20, 2017

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

Subject: Payroll October 18, 2017

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the October 24, 2017 meeting.

Payroll: October 18, 2017 in the amount of \$1,227,921.77

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

October 20, 2017

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

Subject: Payables October 24, 2017

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the October 24, 2017 meeting.

Payables: October 24, 2017 in the amount of \$1,760,287.26

Respectfully Submitted,

Finance Department

Payment Register

From Payment Date: 10/21/2016 - To Payment Date: 10/25/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
43170	10/13/2017	Open			Accounts Payable	Blades of Glory, Inc.	\$9,729.99		
43171	10/13/2017	Open			Accounts Payable	Konica Minolta Business Solutions	\$2,300.00		
43172	10/13/2017	Open			Accounts Payable	Konica Minolta Business Solutions USA., Inc.	\$1,045.18		
43173	10/13/2017	Open			Accounts Payable	Nicor Gas	\$868.81		
43174	10/13/2017	Open			Accounts Payable	ARACELI GARZA	\$204.64		
43175	10/13/2017	Open			Accounts Payable	IRVING ELEMENTARY SCHOOL	\$250.00		
43176	10/13/2017	Open			Accounts Payable	SANDRA TORRES	\$107.10		
43177	10/13/2017	Open			Accounts Payable	CNA Surety Direct Bill	\$60.00		
43178	10/13/2017	Open			Accounts Payable	JNC Consulting, Inc.	\$2,600.00		
43179	10/13/2017	Open			Accounts Payable	Lawndale News	\$2,090.44		
43180	10/13/2017	Open			Accounts Payable	Patrick N. Murray	\$1,575.00		
43181	10/17/2017	Open			Accounts Payable	Industrial Organizational Solutions, Inc.	\$1,940.00		
43182	10/17/2017	Open			Accounts Payable	The SpyGlass Group, LLC	\$34,760.40		
43183	10/18/2017	Open			Accounts Payable	Standard & Poor's Financial Services LLC	\$20,000.00		
43184	10/19/2017	Open			Accounts Payable	Rough Stone, Inc.	\$5,000.00		
43185	10/19/2017	Open			Accounts Payable	Tiffany M. Jones	\$27.48		
43186	10/19/2017	Open			Accounts Payable	JAMIE ORTIZ	\$292.87		
43187	10/25/2017	Open			Accounts Payable	A - Awesome Amusements Company	\$1,215.00		
43188	10/25/2017	Open			Accounts Payable	ABC Automotive Electronics	\$1,539.43		
43189	10/25/2017	Open			Accounts Payable	Afy Tapple, LLC	\$38.00		
43190	10/25/2017	Open			Accounts Payable	Algas USA, LLC	\$263.88		
43191	10/25/2017	Open			Accounts Payable	Al Warren Oil Company	\$35,802.06		
43192	10/25/2017	Open			Accounts Payable	Aloopro, Inc.	\$217.00		
43193	10/25/2017	Open			Accounts Payable	All Traffic Solutions	\$9,070.00		
43194	10/25/2017	Open			Accounts Payable	Alliance Entertainment	\$92.91		
43195	10/25/2017	Open			Accounts Payable	Art Flo Shirt and Lettering	\$485.60		
43196	10/25/2017	Open			Accounts Payable	Arte Verde	\$10,445.66		
43197	10/25/2017	Open			Accounts Payable	ASAE	\$325.00		
43198	10/25/2017	Open			Accounts Payable	AT & T	\$5,462.04		
43199	10/25/2017	Open			Accounts Payable	B. Davids Landscaping	\$6,630.00		
43200	10/25/2017	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$523.46		
43201	10/25/2017	Open			Accounts Payable	Barge Terminal & Trucking	\$5,189.96		
43202	10/25/2017	Open			Accounts Payable	Benjamin Dalsh	\$44.08		
43203	10/25/2017	Open			Accounts Payable	Bervyn Development Corporation	\$406,514.40		
43204	10/25/2017	Open			Accounts Payable	Berwyn's Violet Flower Shop	\$359.85		
43205	10/25/2017	Open			Accounts Payable	Blackstone Audiobooks, Inc.	\$253.87		
43206	10/25/2017	Open			Accounts Payable	Brian Pabst	\$151.92		
43207	10/25/2017	Open			Accounts Payable	Briana Perlot	\$148.44		
43208	10/25/2017	Open			Accounts Payable	BSN Sports	\$1,192.98		
43209	10/25/2017	Open			Accounts Payable	Case Lots, Inc.	\$773.55		
43210	10/25/2017	Open			Accounts Payable	Caseidy Tire	\$35.98		
43211	10/25/2017	Open			Accounts Payable	CDW Government, Inc.	\$179.33		
43212	10/25/2017	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$2,497.87		
43213	10/25/2017	Open			Accounts Payable	Cemiglia Company	\$132,992.10		
43214	10/25/2017	Open			Accounts Payable	Chicago Badge & Insignia Company	\$100.19		

Payment Register

From Payment Date: 10/21/2016 - To Payment Date: 10/25/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
43215	10/25/2017	Open			Accounts Payable	Chicago Office Products Co.	\$1,589.28		
43216	10/25/2017	Open			Accounts Payable	Chicago Police Department	\$3,976.00		
43217	10/25/2017	Open			Accounts Payable	Cintas Corporation	\$665.31		
43218	10/25/2017	Open			Accounts Payable	City of Chicago	\$467,224.56		
43219	10/25/2017	Open			Accounts Payable	College of DuPage	\$190.00		
43220	10/25/2017	Open			Accounts Payable	Comcast Cable	\$417.17		
43221	10/25/2017	Open			Accounts Payable	ComEd	\$4,945.59		
43222	10/25/2017	Open			Accounts Payable	Commercial Maintenance Chemical Corporation	\$798.40		
43223	10/25/2017	Open			Accounts Payable	Connection	\$1,023.75		
43224	10/25/2017	Open			Accounts Payable	COTG	\$772.49		
43225	10/25/2017	Open			Accounts Payable	Del Galdo Law Group, LLC	\$21,418.89		
43226	10/25/2017	Open			Accounts Payable	Demco Educational Corporation	\$148.71		
43227	10/25/2017	Open			Accounts Payable	Diamond Graphics, Inc.	\$5,750.00		
43228	10/25/2017	Open			Accounts Payable	DuPage Topsoil, Inc.	\$350.00		
43229	10/25/2017	Open			Accounts Payable	Environmental Design International Inc.	\$7,023.36		
43230	10/25/2017	Open			Accounts Payable	First Advantage Background Services Corp.	\$45.07		
43231	10/25/2017	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$1,680.00		
43232	10/25/2017	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$91.44		
43233	10/25/2017	Open			Accounts Payable	Fullmer Locksmith Services, Inc.	\$188.00		
43234	10/25/2017	Open			Accounts Payable	Gallagher Materials, Inc.	\$2,835.77		
43235	10/25/2017	Open			Accounts Payable	Gem Business Forms, Inc.	\$3,628.99		
43236	10/25/2017	Open			Accounts Payable	Greg Hannah Plumbing	\$2,500.00		
43237	10/25/2017	Open			Accounts Payable	Gue & Sons Landscaping LLC	\$3,073.85		
43238	10/25/2017	Open			Accounts Payable	H. J. Mohr & Sons Company	\$1,082.78		
43239	10/25/2017	Open			Accounts Payable	Home Depot Credit Services	\$108.73		
43240	10/25/2017	Open			Accounts Payable	Homer Tree Care Inc	\$35,742.75		
43241	10/25/2017	Open			Accounts Payable	Horizon Screen Print	\$3,447.00		
43242	10/25/2017	Open			Accounts Payable	Impact Networking, LLC	\$9,482.28		
43243	10/25/2017	Open			Accounts Payable	Ingram Library Services LLC	\$5,662.43		
43244	10/25/2017	Open			Accounts Payable	J. R. Carpet, Inc.	\$3,000.00		
43245	10/25/2017	Open			Accounts Payable	J. Sterling Morton High School	\$26,856.59		
43246	10/25/2017	Open			Accounts Payable	Jack's Rental, Inc.	\$253.92		
43247	10/25/2017	Open			Accounts Payable	JG Uniforms	\$6,215.00		
43248	10/25/2017	Open			Accounts Payable	Just Tires	\$1,238.56		
43249	10/25/2017	Open			Accounts Payable	K & S Sprinklers, Inc.	\$420.00		
43250	10/25/2017	Open			Accounts Payable	K's Quality Construction, Inc.	\$3,177.00		
43251	10/25/2017	Open			Accounts Payable	K-Five Hodggins LLC	\$2,467.70		
43252	10/25/2017	Open			Accounts Payable	Keyth Technologies, Inc.	\$6,032.00		
43253	10/25/2017	Open			Accounts Payable	Konica Minolta Business Solutions USA, Inc.	\$194.36		
43254	10/25/2017	Open			Accounts Payable	L - K Fire Extinguisher Service	\$334.45		
43255	10/25/2017	Open			Accounts Payable	L-K Fire Extinguisher Service Inc. No 2	\$371.00		
43256	10/25/2017	Open			Accounts Payable	Laner Muchin, Ltd.	\$26,658.82		
43257	10/25/2017	Open			Accounts Payable	Leahy-Wolf	\$902.31		
43258	10/25/2017	Open			Accounts Payable	LexisNexis Risk Solutions	\$371.32		
43259	10/25/2017	Open			Accounts Payable	Lillian A. Guerrier	\$790.13		

Payment Register

From Payment Date: 10/21/2016 - To Payment Date: 10/25/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
43260	10/25/2017	Open			Accounts Payable	Lynn Card Company	\$804.00		
43261	10/25/2017	Open			Accounts Payable	Lyons Tree Service, Inc.	\$2,375.00		
43262	10/25/2017	Open			Accounts Payable	M & J Asphalt Paving	\$114,474.51		
43263	10/25/2017	Open			Accounts Payable	Madden Media	\$600.00		
43264	10/25/2017	Open			Accounts Payable	Mark Antosiak	\$26.91		
43265	10/25/2017	Open			Accounts Payable	Martam Construction, Inc.	\$145,592.63		
43266	10/25/2017	Open			Accounts Payable	McCarthy Ford of North Riverside	\$314.60		
43267	10/25/2017	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
43268	10/25/2017	Open			Accounts Payable	Menards	\$355.64		
43269	10/25/2017	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$175.00		
43270	10/25/2017	Open			Accounts Payable	Midwest Tape	\$1,439.34		
43271	10/25/2017	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
43272	10/25/2017	Open			Accounts Payable	Mike & Sons	\$332.00		
43273	10/25/2017	Open			Accounts Payable	Nationwide Transmission & Complete Auto Service	\$503.25		
43274	10/25/2017	Open			Accounts Payable	Networkfleet, Inc.	\$479.05		
43275	10/25/2017	Open			Accounts Payable	Network Corporation	\$8,425.10		
43276	10/25/2017	Open			Accounts Payable	Office Depot	\$76.04		
43277	10/25/2017	Open			Accounts Payable	Penguin Random House, Inc.	\$33.75		
43278	10/25/2017	Open			Accounts Payable	Pitney Bowes	\$810.61		
43279	10/25/2017	Open			Accounts Payable	Porter Lee Corporation	\$231.30		
43280	10/25/2017	Open			Accounts Payable	ProLiteracy / New Reader Press	\$41.04		
43281	10/25/2017	Open			Accounts Payable	R.E. Walsh & Associates, Inc.	\$2,375.00		
43282	10/25/2017	Open			Accounts Payable	RAILS	\$19,366.00		
43283	10/25/2017	Open			Accounts Payable	Reliable Materials-Lyons LLC	\$1,323.00		
43284	10/25/2017	Open			Accounts Payable	Richard C. Dahms	\$1,005.00		
43285	10/25/2017	Open			Accounts Payable	Ricoh USA, Inc.	\$428.95		
43286	10/25/2017	Open			Accounts Payable	Robert J. Lovero	\$102.40		
43287	10/25/2017	Open			Accounts Payable	Robert R. Andreas & Sons	\$5,450.00		
43288	10/25/2017	Open			Accounts Payable	Roscoe Company	\$791.67		
43289	10/25/2017	Open			Accounts Payable	Sarn's Club / Synchrony Bank	\$1,039.56		
43290	10/25/2017	Open			Accounts Payable	Samuel Jantelozzo Insurance Company	\$30.00		
43291	10/25/2017	Open			Accounts Payable	Santo Sport Store	\$375.00		
43292	10/25/2017	Open			Accounts Payable	Sarah's Pony Rides	\$225.00		
43293	10/25/2017	Open			Accounts Payable	Schultz Supply Company, Inc.	\$221.46		
43294	10/25/2017	Open			Accounts Payable	Scout Electric Supply	\$600.70		
43295	10/25/2017	Open			Accounts Payable	Secretary of State	\$10.00		
43296	10/25/2017	Open			Accounts Payable	Sharon Lorenzi	\$10.17		
43297	10/25/2017	Open			Accounts Payable	Showcases	\$408.24		
43298	10/25/2017	Open			Accounts Payable	Sirchie Finger Print Laboratories	\$477.04		
43299	10/25/2017	Open			Accounts Payable	Specialty Mat Service	\$336.96		
43300	10/25/2017	Open			Accounts Payable	Sprint	\$918.55		
43301	10/25/2017	Open			Accounts Payable	Standard Equipment Company	\$83.09		
43302	10/25/2017	Open			Accounts Payable	Stevenson Crane Services, Inc.	\$6,890.44		
43303	10/25/2017	Open			Accounts Payable	Storino, Raimello & Durkin	\$7,089.12		
43304	10/25/2017	Open			Accounts Payable	Suburban Laboratories, Inc.	\$585.00		
43305	10/25/2017	Open			Accounts Payable	Suburban Life Media	\$99.00		
43306	10/25/2017	Open			Accounts Payable	SWAN	\$8,304.50		

Payment Register

From Payment Date: 10/21/2016 - To Payment Date: 10/25/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
43307	10/25/2017	Open			Accounts Payable	Tammy Sheedy	\$23.54		
43308	10/25/2017	Open			Accounts Payable	Tele-Tron Ace Hardware	\$354.85		
43309	10/25/2017	Open			Accounts Payable	The Sign Edge	\$142.00		
43310	10/25/2017	Open			Accounts Payable	Thomson Reuters - West	\$343.04		
43311	10/25/2017	Open			Accounts Payable	Tyrod Automotive	\$629.18		
43312	10/25/2017	Open			Accounts Payable	Tyco Integrated Security LLC	\$70.24		
43313	10/25/2017	Open			Accounts Payable	U.S. Postmaster	\$3,780.33		
43314	10/25/2017	Open			Accounts Payable	Unique Management Services, Inc.	\$44.75		
43315	10/25/2017	Open			Accounts Payable	Unique Plumbing	\$11,521.46		
43316	10/25/2017	Open			Accounts Payable	United Radio Communications	\$1,970.00		
43317	10/25/2017	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$384.78		
43318	10/25/2017	Open			Accounts Payable	Verizon Wireless - Lehigh	\$76.02		
43319	10/25/2017	Open			Accounts Payable	Vermeer - Illinois, Inc.	\$45.67		
43320	10/25/2017	Open			Accounts Payable	Villa Park Electrical Co., Inc.	\$722.40		
43321	10/25/2017	Open			Accounts Payable	Walgreens Company	\$93.31		
43322	10/25/2017	Open			Accounts Payable	ANDREW PRON	\$90.00		
43323	10/25/2017	Open			Accounts Payable	ANGEL AVALOS & VANESSA AGUIRRE	\$3,170.00		
43324	10/25/2017	Open			Accounts Payable	ANTHONY GIANNINI	\$1,475.00		
43325	10/25/2017	Open			Accounts Payable	BREAKING GROUND INC	\$58.32		
43326	10/25/2017	Open			Accounts Payable	BRENDAN & MARYANNE BAGLEY	\$64.29		
43327	10/25/2017	Open			Accounts Payable	BRIAN MITCHELL	\$3,500.00		
43328	10/25/2017	Open			Accounts Payable	CASSIDY TIRE	\$30.00		
43329	10/25/2017	Open			Accounts Payable	DEREK TAYLOR	\$75.00		
43330	10/25/2017	Open			Accounts Payable	ERIC PERNOD	\$3,500.00		
43331	10/25/2017	Open			Accounts Payable	FATIMA M. PEREZ	\$1,600.00		
43332	10/25/2017	Open			Accounts Payable	FAUSTO RENE ROMERO SARABIA	\$1,475.00		
43333	10/25/2017	Open			Accounts Payable	LRM PLUMBING	\$3,300.00		
43334	10/25/2017	Open			Accounts Payable	MICHELLE McMICHAEL	\$1,000.00		
43335	10/25/2017	Open			Accounts Payable	MIKE BILOTTO	\$81.70		
43336	10/25/2017	Open			Accounts Payable	NOLBERTA ROMAN	\$34.44		
43337	10/25/2017	Open			Accounts Payable	PATRICK GARELLI	\$110.67		
43338	10/25/2017	Open			Accounts Payable	PIRTANO CONSTRUCTION CO. INC	\$2,800.00		
43339	10/25/2017	Open			Accounts Payable	PURTAN ENTERPRISES LLC	\$1,475.00		
43340	10/25/2017	Open			Accounts Payable	ROMAN BOLOCIUCH	\$50.00		
43341	10/25/2017	Open			Accounts Payable	ROSEMARIE WILLIAMSON	\$3,500.00		
43342	10/25/2017	Open			Accounts Payable	XAVIER CRUZ	\$500.00		

Payment Register

From Payment Date: 10/21/2016 - To Payment Date: 10/25/2017

Number 43343
 Date 10/25/2017
 Status Open
 Type Check Totals:
 01 - General Cash Totals

Reconciled/ Voided Date Source Payee Name Transaction Amount Reconciled Amount Difference
 174 Transactions Accounts Payable YESSICA ROSAS \$1,760,287.26

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open		174	\$1,760,287.26	\$0.00
Reconciled		0	\$0.00	\$0.00
Voided		0	\$0.00	\$0.00
Stopped		0	\$0.00	\$0.00
Total		174	\$1,760,287.26	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
Open		174	\$1,760,287.26	\$0.00
Reconciled		0	\$0.00	\$0.00
Voided		0	\$0.00	\$0.00
Stopped		0	\$0.00	\$0.00
Total		174	\$1,760,287.26	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open		174	\$1,760,287.26	\$0.00
Reconciled		0	\$0.00	\$0.00
Voided		0	\$0.00	\$0.00
Stopped		0	\$0.00	\$0.00
Total		174	\$1,760,287.26	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
Open		174	\$1,760,287.26	\$0.00
Reconciled		0	\$0.00	\$0.00
Voided		0	\$0.00	\$0.00
Stopped		0	\$0.00	\$0.00
Total		174	\$1,760,287.26	\$0.00

K-3

The City of Berwyn



Rafael Avila
7th Ward Alderman

A Century of Progress with Pride

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

October 10, 2017

Re: Handicap Parking Application #1165
2125 S. Wisconsin

Ladies and Gentlemen:

I have reviewed the staff recommendations to deny this application permit due to the existence of a 2-car garage on the premises. I respectfully request that you concur with my decision to override the staff recommendation and approve a handicap parking space at this location.

Very truly yours,

Rafael Avila



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 : 9/27/2017
Officer: T. Young#183

Applicant Name: Maria Rivera

Address: 2125 S Wisconsin Ave Berwyn Il 60402

Telephone:

Nature of Disability:

Information

	Yes	No		Yes	No
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicapped Plate	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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
	Space <input checked="" type="checkbox"/>	<input type="checkbox"/>
	Zone <input type="checkbox"/>	<input type="checkbox"/>

Report # 17-09804

7TH Ward Alderman: RAFAEL AVILA

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#: 17-09804

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-09804		
REPORT TYPE Incident Report	RELATED CAD # C17-057457	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2125 S WISCONSIN AV Berwyn, IL 60402				
HOW RECEIVED Radio	WHEN REPORTED 09/27/2017 09:01	TIME OF OCCURRENCE 09/27/2017 09:01	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME Rivera, Maria L					DOB	AGE 61
ADDRESS 2125 S WISCONSIN AV Berwyn, IL 60402			FBI #	IR #		
SEX F	RACE Hispanic	HGT	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	DRAFT	TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE				

NAME RIVERA, MIGUEL					DOB	AGE 59
ADDRESS 2125 S WISCONSIN AV Berwyn, IL 60402			FBI #	IR #		
SEX M	RACE Hispanic	HGT 5' 8"	WGT 220	HAIR	PHONE	
EYES	SID #	DL #	DL State IL	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#: 17-09804

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-09804	
REPORT TYPE Incident Report	RELATED CAD # C17-057457	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2125 S WISCONSIN AV Berwyn, IL 60402			
HOW RECEIVED Radio	WHEN REPORTED 09/27/2017 09:01	TIME OF OCCURRENCE 09/27/2017 09:01	STATUS CODE	STATUS DATE

INVOLVED VEHICLES

VEH/PLATE # 277029	STATE IL	TYPE Carrall/SUV	INVOLVEMENT Involved	VIN #
YEAR 2006	MAKE Honda	MODEL CRV	COLOR White	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Maria L. Rivera is requesting a handicapped parking sign in front of her residence located at 2125 Wisconsin. She drives a white 2006 Honda Pilot II HC plate# 277029, Berwyn VT# 7896, and has a valid II handicapped placard# CC51480. She resides in a single family home with a 2 car garage facing the T alley. The residence is located at the corner of the T alley and is behind the Berwyn Gateway Plaza. Maria related that she is unable to walk the distance from her garage to her home due to her medical condition. There are no handicapped signs on the block and parking is limited due to plaza customers parking on the block. The area is mostly single family homes.

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

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

Application # 1165

Police Department Designee C.S.O. Terry Young

Comments: Resides in a single family home with a 2 car garage facing T alley. The residence is located on the corner of the T Alley behind the Berwyn Gateway Plaza. No handicapped signs on block. Block is mostly single family homes. Parking limited due to Plaza customers parking on the street.

Date: 9/27/2017

Police Report # 17-09804

Handicapped Space/Zone Public Works Site Inspection

Application # 1165

Public Works Director or Designee Dan Schiller

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: 9/28/2017

Police Report # 17-09804

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 1165

Traffic Engineer or Designee Nicole Campbell

Comments: Garage and 2 vehicles registered to address.

Meets Traffic Criteria for:

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

Date: 9/29/2017

Police Report # 17-09804

Rec'd by City Clerk: 10/5/2017
 To Alderman: 10/5/2017
 To Council: 10/24/17
 Determination: DENY
 Notice to Applicant:
 Paid:
 Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

APP #1165

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

MARIA L Rivera
(Name of Handicapped Applicant)

2125 S WISCONSIN AVE
(Date of Birth) (Berwyn Address)

MIGUEL RIVERA (HUSBAND)
(Name of caregiver, or guardian if minor)

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

Is there a garage on the property? Yes / No

Are you the homeowner? Yes / No

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

EASY is closer by front

Driveway ___ Carport ___

All Applicants must submit the Physicians form (A)

Renters must submit the Owner Consent form (B)

Vehicle Information

Honda Pilot
(Vehicle make and model)

White 2006
(Color / Year)

W277-029
(Illinois License Plate Number)

7896
(Current City Vehicle Sticker Number)

Yes
(Illinois Handicapped Plate)

CC5480
(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

7-24-17
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)

7/25/17

(Date)

(Print Physician's Name)

Elsa Valero, M.D.
6425 W. Cermak Rd
Berwyn, IL 60402
PH: 708 484-0044
FX: 708 484-0290

**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 MARIA L Rivera owner/manager of the property at _____, state as follows:

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

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

3) That if _____ 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 Maria L Rivera no longer resides on the premises.

7-24-17
Signature/Date

Name: MARIA L Rivera
Address: _____
Phone#: _____

KA

The City of Berwyn



Robert W. Fejt
4th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6404 Fax: (708) 788-2675
www.berwyn-il.gov

October 20, 2017

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

RE: Handicap Parking Application #1167
Colleen Levy
2734 Cuyler Avenue

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with my endorsement to override staff's recommendation and APPROVE a handicap parking space.

Respectfully Submitted,

Robert W. Fejt
4th Ward Alderman



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 : 8/18/2017
Officer: T. Young#183

Applicant Name: Colleen Levy

Address: 2734 S Cuyler Ave Berwyn Il 60402

Telephone: ---

Nature of Disability: 1

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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Handicapped Plate	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Garage:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Handicapped Placard	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Driveway:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wheelchair:	<input type="checkbox"/>
Off Street:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Walker / Cane:	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Oxygen:	<input type="checkbox"/>

Meets Police Dept Requirements	Space <input checked="" type="checkbox"/> Zone <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Report # 17-08296
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4TH Ward Alderman: ROBERT FEJT

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#: 17-08296

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-08296		
REPORT TYPE Incident Report	RELATED CAD # C17-048227	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2734 S CUYLER AV Berwyn, IL 60402				
HOW RECEIVED Walk In	WHEN REPORTED 08/18/2017 01:40	TIME OF OCCURRENCE 08/18/2017 01:40	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME LEVY, COLLEEN A					DOB	AGE 69
ADDRESS 2734 S CUYLER AV Berwyn, IL 60402				FBI #	IR #	
SEX F	RACE White, Caucasian	HGT 5' 8"	WGT 160	HAIR Grey	PHONE Mobile	
EYES Brown	SID #	DL #	DL State IL	ALT PHONE Home		
CLOTHING			Handcuff Double Locked	Prints Taken	Criminal History	
Employer						

DRAFT

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

INVOLVED VEHICLES

VEH/PLATE # G375044	STATE IL	TYPE Sedan	INVOLVEMENT Involved	VIN # 1FACP52UXPG192752
YEAR 1993	MAKE Ford	MODEL Taurus	COLOR Gold	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Colleen Levy d.o.b. [redacted] is requesting a handicapped parking space in front of her residence located at 2734 Cuyler. She drives a beige 1993 Ford Taurus II plate# G375044, Berwyn Vehicle tag# 19077, and has a valid IL handicapped placard# CH72528. She resides in a single family residence with a 2 car garage that neighbor stores an old car in. She related that she cannot lift the garage door due to it being too heavy for her. She is the homeowner. There is 1 handicapped space on the block located at 2717 Cuyler. There are currently 8 front stairs in disrepair. The area is mostly single family homes.

1

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-08296

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-08296	
REPORT TYPE Incident Report	RELATED CAD # C17-048227	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2734 S CUYLER AV Berwyn, IL 60402			
HOW RECEIVED Walk In	WHEN REPORTED 08/18/2017 01:40	TIME OF OCCURRENCE 08/18/2017 01:40	STATUS CODE	STATUS DATE

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

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

Handicapped Space/Zone Police Department Site Inspection

Application # 1167

Police Department Designee C.S.O. Terry Young

Comments: Resides in a single family home with 2 car garage. 1 handicapped sign on block located at 2717 Cuyler. Area mostly single family homes.

Date: 8/18/2017

Police Report # 17-08296

Handicapped Space/Zone Public Works Site Inspection

Application # 1167

Public Works Director or Designee Dan Schiller

Comments: There are no obstructions to installation of a reserved space at this location. There is one existing reserved space on the block at 2717 Cuyler. There is a 2 car garage on the property with a wood door. There are 8 steps to the front door of the house that are blocked off due to being in poor condition.

Meets Public Works Criteria:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 9/22/2017

Police Report # 17-08296

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # **1167**

Traffic Engineer or Designee Nicole Campbell

Comments: Front of the house is not accessible. They are physically blocked off.

Meets Traffic Criteria for:

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

Date: 9/25/2017

Police Report # 17-08296

Rec'd by City Clerk: 9/25/2017

To Alderman: 9/27/2017

To Council: 10/24/2017
DENY
override

Determination:

Notice to Applicant:

Paid:

Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

CITY OF BERWYN
CLERK'S OFFICE
2017 AUG -2 P 1106

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0784 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

App # 1161

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

COLLEEN LEVY
(Name of Handicapped Applicant)

11/11
(Date of Birth)

2734 S. CUYLER
(Berwyn Address)

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

N/A
(Date of Birth)

708-261-1113
(Telephone /Cell Phone Number)

Is there a garage on the property? Yes / No

Are you the homeowner? Yes / No

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

Driveway Carport

All Applicants must submit the Physicians form (A)

Renters must submit the Owner Consent form (B)

Vehicle Information

FORD TAURUS
(Vehicle make and model)

BEIGE 1993
(Color / Year)

G 37 5044
(Illinois License Plate Number)

19077
(Current City Vehicle Sticker Number)

X
(Illinois Handicapped Plate)

CH 72528
(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

8/2/17
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

_____ *l, ...* _____

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)

8/2/17

(Date)

SAUERBERG STEVEN

(Print Physician's Name)

5201 WILLOW SPRINGS ROAD
LA GRANGE IL 60525

(Address and Telephone Number)

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

K-5

The City of Berwyn



Robert W. Fejt
4th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6404 Fax: (708) 788-2675
www.berwyn-il.gov

October 20, 2017

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

RE: Handicap Parking Application #1168
Frank Priori
2806 Harvey Avenue

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with my endorsement to override staff's recommendation and APPROVE a handicap parking space.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Robert W. Fejt". The signature is written in a cursive, flowing style.

Robert W. Fejt
4th Ward Alderman



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 : 8/18/2017
Officer: T. Young#183

Applicant Name: Frank Priori

Address: 2806 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 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 checked="" type="checkbox"/> No <input type="checkbox"/>
	Zone	<input type="checkbox"/> <input checked="" type="checkbox"/>

Report # 17-08293

4TH Ward Alderman: ROBERT FEJT

Staff Recommendation	
Approved	Denied X

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-08293

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-08293		
REPORT TYPE Incident Report	RELATED CAD # C17-048224	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2806 S HARVEY AV Berwyn, IL 60402				
HOW RECEIVED Walk In	WHEN REPORTED 08/18/2017 01:28	TIME OF OCCURRENCE 08/18/2017 01:28	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME PRIORI, FRANK					DOB	AGE 71
ADDRESS 2806 S HARVEY AV Berwyn, IL 60402			FBI #	IR #		
SEX M	RACE White, Caucasian	HGT 5' 9"	WGT 160	HAIR Brown	PHONE Mobile	
EYES Brown	SID #	DL #	DL State IL	ALT PHONE Home		
CLOTHING				Handcuff Double Locked	Prints Taken	Criminal History
Employer						

DRAFT

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

INVOLVED VEHICLES

VEHPLATE # PPK120	STATE	TYPE Carryall/SUV	INVOLVEMENT Involved	VIN # 2T3ZF4DV2CW147732
YEAR 2012	MAKE Toyota	MODEL RAV4	COLOR Silver/Aluminum	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Frank Priori d.o.b. is requesting a handicapped parking sign in front of his residence located at 2806 Harvey. He drives a silver 2012 Toyota RAV 4 II plate# PPK120 and has a valid II handicapped placard# MA04112. He resides in a single family home with a 2 car garage that his vehicle does not fit inside of. There are no handicapped spaces on the block. Area is mostly single family homes.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-08293

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-08293	
REPORT TYPE Incident Report	RELATED CAD # C17-048224	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2806 S HARVEY AV Berwyn, IL 60402			
HOW RECEIVED Walk In	WHEN REPORTED 08/18/2017 01:28	TIME OF OCCURRENCE 08/18/2017 01:28	STATUS CODE	STATUS DATE
Frank partially 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

Application # 1168

Police Department Designee C.S.O. Terry Young

Comments: Resides in a single family residence with 2 car garage. No handicapped spaces on block. Area mostly single family homes.

Date: 8/18/2017

Police Report # 17-08293

Handicapped Space/Zone Public Works Site Inspection

Application # 1168

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. There is no access walk from the front sidewalk to the curb in front of this property. There are no existing reserved spaces on the block.

Meets Public Works Criteria:

Parking Space
Parking Zone

Yes
Yes

No
No

X
X

Date: 9/22/2017

Police Report # 17-08293

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # **1168**

Traffic Engineer or Designee Nicole Campbell

Comments: Garage, 4 vehicles registered to property, 1 off-street

Meets Traffic Criteria for:

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

Date: 9/25/2017

Police Report # 17-08293

Rec'd by City Clerk: 9/25/2017
 To Alderman: 9/25/2017
 To Council: *10/24/2017*
 Determination: *DENY*
 Notice to Applicant: *override*
 Paid:
 Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

App # 1168

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

FRANK PRIORI
(Name of Handicapped Applicant)

[Redacted]
(Date of Birth)

2806 S. HARVEY
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Date of Birth)

Cell # [Redacted]
(Telephone Area Code and Number)

Is there a garage on the property? Yes / No

Are you the homeowner? Yes / No

If so, what is the garage currently being used for? 2nd vehicle & storage
plus RAV4 does not fit.

Driveway Carport

All Applicants must submit the Physicians form (A)

Renters must submit the Owner Consent form (B)

Vehicle Information

TOYOTA RAV4
(Vehicle make and model)

2012 - SILVER
(Color / Year)

PPK120
(Illinois License Plate Number)

(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

NA 07112
(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 who knows or believes to be false.

[Redacted Signature]
Signature of Applicant or Legal Guardian

8/7/17
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

[Redacted area for physician to state 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.)

[Redacted signature area]

(Physician's Signature/Stamp)

8/7/17

(Date)

ROCHELLA OSTROWSKY

(Print Physician's Name)

2160 S FIRST AVE, MAYWOOD IL 6015

(Address and Telephone Number)

**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 _____, owner/manager of the property at _____, state as follows:

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

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

3) That if _____ 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 _____ no longer resides on the premises.

Signature/Date

Name: _____
Address: _____
Phone#: _____

K-4

Mayor
Robert J. Lovero



7th Ward Alderman
Rafael Avila

MEMORANDUM

October 24, 2017

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

RE: Handicap Parking Application #1171
1843 S. Home Ave, Berwyn

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.

Address	Owner Name	Application #
1843 S. Home Ave.	Diane I. Tesinksy	1171

Thank you very much,

Rafael Avila

RA/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 : 9/11/2017
Officer: T. Young#183

Applicant Name: Diane L. Tesinsky
Address: 1843 S Home 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 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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	Report # 17-09190
	Zone <input type="checkbox"/> <input checked="" type="checkbox"/>	

7TH Ward Alderman: RAFAEL AVILA

Staff Recommendation	
Approved	Denied X

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-09190

STATION COMPLAINT UCROffense Code 9041 (Applicant File)			INCIDENT # 17-09190	
REPORT TYPE Incident Report	RELATED CAD # C17-053781	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1843 S HOME AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED 09/11/2017 12:37	TIME OF OCCURRENCE 09/11/2017 12:37	STATUS CODE	STATUS DATE

INVOLVED ENTITIES

NAME TESINSKY, DIANE L			DOB	AGE 70
ADDRESS 1843 S HOME AV Berwyn, IL 60402			FBI #	IR #
SEX F	RACE White, Caucasian	HGT	WGT	HAIR
EYES		SID #	DL #	DL State
CLOTHING			PHONE Mobile	ALT PHONE Home
Employer			Handcuff Double Locked	Pri. Iss. Taken
UCR 9041 Applicant File, 1			TYPE Reporting Party	RELATED EVENT # Count 1
STATUTE				

DRAFT

INVOLVED VEHICLES

VEH/PLATE # DLT1843	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT Involved	VIN #
YEAR 2007	MAKE Jaguar	MODEL Unknown	COLOR Silver/Aluminum	OWNER TESINSKY, DIANE L
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Diane Tesinsky is requesting a handicapped parking sign in front of her residence located at 1843 Home. She drives a blue 2007 Jaguar II plate# DLT1843, Berwyn Vehicle Tag# 18496, and has a valid II handicapped placard# CC02463. She resides in a single family home with a 2 car garage covered with Ivy. Diane related that the garage is used for storage and that she cannot walk the distance to the garage. There are 3 handicapped signs on the block located at 1845 Home, 1842 Home, and 1833 Home. The area is a mix of single family homes and multi unit buildings.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-09190

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		INCIDENT # 17-09190	
REPORT TYPE Incident Report	RELATED CAD # C17-053781	DESCRIPTION Applicant File	
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1843 S HOME AV Berwyn, IL 60402		
HOW RECEIVED	WHEN REPORTED 09/11/2017 12:37	TIME OF OCCURRENCE 09/11/2017 12:37	STATUS DATE

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

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

Handicapped Space/Zone Police Department Site Inspection

Application # 1171

Police Department Designee C.S.O. Terry Young

Comments: Resides in a Single family home with a 2 car garage covered with ivy.
3 signs on block located at 1845 Home, 1842 Home, and 1833 Home. The block is mostly
single family homes.

Date: 9/14/2017

Police Report # 17-09190

Handicapped Space/Zone Public Works Site Inspection

Application # 1171

Public Works Director or Designee Dan Schiller

Comments: There are no obstructions to installation of a reserved parking space at
this location. There are 3 existing reserved spaces on the block. There is a 2 car garage on the
property with ivy covering the door.

Meets Public Works Criteria:

Parking Space
Parking Zone

Yes
Yes

No
No

X	
X	

Date: 9/28/2017

Police Report # 17-09190

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 1171

Traffic Engineer or Designee Nicole Campbell

Comments: Applicant has a garage, 3 existing hc spaces on the block and 2 vehicles registered to address.

Meets Traffic Criteria for:

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

Date: 9/29/2017

Police Report # 17-09190

Rec'd by City Clerk: 10/5/2017
 To Alderman: 10/5/2017
 To Council: 10/24/17
 Determination: DENY
 Notice to Applicant:
 Paid:
 Sign #:

Comments:



Apr 21 11 71
City Clerk

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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

Diene L. Tesimsky
(Name of Handicapped Applicant)

(Date of Birth)

1843 S Home Ave.
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Date of Birth)

(Telephone /Cell Phone Number)

Is there a garage on the property? Yes No

Are you the homeowner? Yes No

If so, what is the garage currently being used for? storage - I am unable to walk the distance to the garage.

Driveway Carport

All Applicants must submit the Physicians form (A)

Renters must submit the Owner Consent form (B)

Vehicle Information

~~For~~ Jaguar
(Vehicle make and model)

SILVER BLUE 2007
(Color / Year)

DLT 1843
(Illinois License Plate Number)

~~000453~~ 18496
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

(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

8/21/17
Date

**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

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)

7/10/2017

(Date)

[Handwritten Name]

(Print Physician's Name)

Loyola Medical Center
(Address and Telephone Number)
at Burr Ridge
6800 North Frontage Rd.
Burr Ridge, IL 60527

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

K-7

Mayor
Robert J. Lovero



3rd Ward Alderman
Jeanine Reardon

MEMORANDUM

October 24, 2017

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

RE: Handicap Parking Application #1176
2623 S. Clinton Ave., Berwyn

Ladies and Gentlemen:

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

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
2623 S. Clinton Ave.	Lorraine Ott	1176

Thank you very much,

Jeanine Reardon
3rd Ward Alderman

JR/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 : 9/27/2017
Officer: T. Young#183

Applicant Name: Lorraine Ott

Address: 2623 S Clinton Ave Berwyn Il 60402

Telephone:

Nature of Disability:

Information

	Yes	No		Yes	No
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<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 checked="" type="checkbox"/>	<input 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	No
	Zone	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Report # 17-09759

3rd Ward Alderman: JEANINE REARDON

Staff Recommendation	
Approved	X
Denied	

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-09759

STATION COMPLAINT UCRI/Offense Code 9041 (Applicant File)				INCIDENT # 17-09759	
REPORT TYPE Incident Report	RELATED CAD # C17-057222	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2623 S CLINTON AV Berwyn, IL 60402				
HOW RECEIVED	WHEN REPORTED 09/26/2017 10:18	TIME OF OCCURRENCE 09/26/2017 10:18	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME OTT, LORRAINE J						DOB	AGE 94
ADDRESS 2623 S CLINTON AV Berwyn, IL 60402				FBI #	IR #		
SEX F	RACE White, Caucasian	HGT 4' 9"	WGT 98	HAIR Grey	PHONE Home		
EYES	SID #	DL #	DL State IL		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

INVOLVED VEHICLES

VEH/PLATE # FR2623	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT Involved	VIN #
YEAR 2007	MAKE Chevrolet	MODEL Malibu and Mailbu Ma	COLOR Gray	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

<p>PRIMARY NARRATIVE</p> <p>Lorraine J. Ott is requesting a handicapped Drop off zone in front of her residence located at 2623 Clinton. She drives a grey 2007 Chevy Malibu II plate# FR2623, Berwyn VT# 1245, and has a valid II placard#MA36085. She resides in a single family home with a garage that her car is parked in. There are no handicapped signs on block. Block is mostly single family homes. Mrs. Ott is requesting the drop off zone instead of a space due to she does not drive much anymore and is being picked up by family and bus service.</p>

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-09759

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-09759	
REPORT TYPE Incident Report	RELATED CAD # C17-057222	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2623 S CLINTON AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED 09/26/2017 10:18	TIME OF OCCURRENCE 09/26/2017 10:18	STATUS CODE	STATUS DATE

Lorraine meets the requirements for handicapped drop off zone according to the City of Berwyn ordinance 484.05

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

Handicapped Space/Zone Police Department Site Inspection

Application # 1176

Police Department Designee C.S.O. Terry Young

Comments: Resides in a single family home with garage. No handicapped signs on block. Area moslty single family homes.

Date: 9/27/2017

Police Report # 17-09759

Handicapped Space/Zone Public Works Site Inspection

Application # 1176

Public Works Director or Designee Dan Schiller

Comments: There are no obstructions to installation of a drop off zone 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 checked="" type="checkbox"/>	No	<input type="checkbox"/>

Date: 9/28/2017

Police Report # 17-09759

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

Application # 1176

Traffic Engineer or Designee Nicole Campbell

Comments: No additional comments.

Meets Traffic Criteria for:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 9/29/2017

Police Report # 17-09759

Rec'd by City Clerk: 10/5/2017

To Alderman: 10/5/2017

To Council: 10/24/17

Determination: APPROVE

Notice to Applicant:

Paid:

Sign #:

Comments:



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

Physician Form (A)

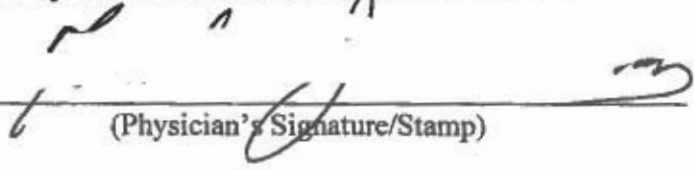
This form must be filled out in its entirety and signed by your physician.

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)

8/28/17

(Date)

Manohar Jethani, MD

(Print Physician's Name)

3635 S. Harlem Ave

(Address and Telephone Number)
Berwyn, IL 60402
708 4479402

Dr. Manohar Jethani
3635 Harlem Ave
Berwyn, IL 60402

**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 Lorraine J. Ott, owner/manager of the property at
2673 S. CLINTON AV. state as follows:

1) That Lorraine J. Ott is a tenant at the above listed property.

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

3) That if Lorraine J. Ott 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 I no longer resides on the premises.

Lorraine J. Ott

Signature/Date

Name: Lorraine J. Ott
Address: 2673 S. Clinton Ave
Phone#: _____

K-8

Mayor
Robert J. Lovero



7th Ward Alderman
Rafael Avila

MEMORANDUM

October 24, 2017

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

RE: Handicap Parking Application #1178
2219 S. Clinton Ave., Berwyn, IL 60402

Ladies and Gentlemen:

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

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
2219 S. Clinton Ave.	Mary Maurer	1178

Thank you very much,

Rafael Avila
7th Ward Alderman

RA/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 : 9/25/2017
Officer: T. Young#183

Applicant Name: Mary Maurer

Address: 2219 S Clinton Ave Bsmnt 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 type="checkbox"/> <input checked="" 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 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 checked="" type="checkbox"/> No <input type="checkbox"/>	Report # 17-09715
	Zone	<input type="checkbox"/> <input checked="" type="checkbox"/>	

7th Ward Alderman: RAFAEL AVILA

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-09715

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 17-09715	
REPORT TYPE Incident Report	RELATED CAD # C17-056996	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2219 S CLINTON AV Berwyn, IL 60402				
HOW RECEIVED	WHEN REPORTED 09/25/2017 11:23	TIME OF OCCURRENCE 09/25/2017 11:23	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME Maurer, Mary A					DOB	AGE 70	
ADDRESS 2219 S CLINTON AV - BSMT Berwyn, IL 60402			FBI #	IR #			
SEX F	RACE White, Caucasian	HGT 5' 1"	WGT 155	HAIR Brown	PHONE Home		
EYES Brown	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							

INVOLVED VEHICLES

VEHICLE # CJ757	STATE IL	TYPE Sedan	INVOLVEMENT Involved	VIN #
YEAR 2009	MAKE Ford	MODEL Fusion	COLOR Black	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

PRIMARY NARRATIVE

Mary Maurer . requesting a handicapped parking sign in front of her residence located at 2219 Clinton. She drives a black 2009 Ford Fusion II plate# CJ757,Berwyn VT#18042, and has a valid IL handicapped placard#MA45031. She resides in the basement apartment of the single family residence. There is a 2 car garage to which she has no access to. There are no handicapped signs on the block . The are is mostly single family homes.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 17-09715

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 17-09715	
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HOW RECEIVED	WHEN REPORTED 09/25/2017 11:23	TIME OF OCCURRENCE 09/25/2017 11:23	STATUS CODE	STATUS DATE

Mary 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

Application # 1178

Police Department Designee C.S.O. Terry Young

Comments: Resides in basement of a Single family residence with 2 car garage.
No handicapped signs on block. Block is residential parking from 8am-4pm. Block is mostly
single family homes.

Date: 9/25/2017

Police Report # 17-09715

Handicapped Space/Zone Public Works Site Inspection

Application # 1178

Public Works Director or Designee Dan Schiller

Comments: There are no obstructions to installation of a reserved parking space at
this location. There are no existing reserved spaces on the block. There is a 2 car garage on
the property that the applicant does not have access to. The applicant vehicle was observed
on the street at the time of inspection.

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: 9/28/2017

Police Report # 17-09715

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # **1178**

Traffic Engineer or Designee Nicole Campbell

Comments: No additional comments.

Meets Traffic Criteria for:

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

Date: 9/29/2017

Police Report # 17-09715

Rec'd by City Clerk: 10/10/2017
 To Alderman: 10/10/2017
 To Council: 10/24/17
 Determination: APPROVE
 Notice to Applicant:
 Paid:
 Sign #:

Comments:

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.)

(Physician's Signature/Stamp)

HONG LEE

(Print Physician's Name)

9/19/17

(Date)

201 E Ogden Ave, Ste 26
Hinsdale, IL 60521

(Address and Telephone Number)

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

Form B

Owner Consent For Handicap Sign

Placement/Drop-off Zone

I Beverly Pletsch, owner/manager of the property at
2219 S. CLINTON AVE, state as follows:

1) That Mary Maurer is a tenant at the above listed property.

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

3) That if Mary Maurer 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 Mary Maurer no longer resides on the premises.

9/18/17

Signature/Date

Name: Beverly Pletsch
Address: _____
Phone#: _____

K-9



Kiwanis Club of Berwyn
C/O Berwyn Park District
3701 Scoville Avenue
Berwyn, Illinois 60402

October 15, 2017

2017 OCT 16 A 11: 51
CITY OF BERWYN
CLERK'S OFFICE

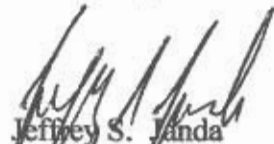
The Honorable Mayor Robert Lovero
and Members of the Berwyn City Council
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

Dear Mayor and City Council Members,

The Kiwanis Club of Berwyn would like to request permission to conduct its' **ANNUAL KIWANIS PEANUT DAY** activity on October 19-21, 2017. As you are aware, the Kiwanis Club of Berwyn is local service organization that assists community groups with financial support. Each year, our organization relies heavily on a successful **PEANUT DAY** to make this financial assistance possible. All moneys raised stay within the community.

Club members plan to solicit near train stations, banks, and on street corners with exact locations determined by the members themselves. A certificate of insurance will be provided to you pending approval of the dates requested.

We thank you in advance for your cooperation in having the above dates granted for our project.


Jeffrey S. Janda
Peanut Day Chairman
Kiwanis Club of Berwyn



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

October 11, 2017

Mr. Jeffrey S. Janda
Berwyn Park District
3701 S. Scoville Avenue
Berwyn, IL 60402
Email: JJanda@berwynparks.org

Re: Annual Kiwanis Peanut Day


Dear Mr. Janda:

Your request on behalf of the Kiwanis Club of Berwyn to conduct its Annual Kiwanis Peanut Day fundraiser on Thursday, October 19th through Saturday, October 21st of 2017 is hereby granted, contingent upon compliance with all city ordinances and supplying the City with a copy of your Certificate of Liability.

A copy of this letter will be forwarded to the proper City Departments Heads informing them of this worthwhile event.

Best wishes for good weather and success for this worthwhile cause.

Respectfully,


Margaret Paul, City Clerk

cc: Police Administration
Fire Chief O'Halloran
Public Works Dir. Schiller
Traffic Engineer N. Campbell
Township Supervisor, B. Pechous
File

*Thank you for bringing
the Certificate of Insurance.
I'm sure City Council will
have no problem with
me granting your club's
solicitation request
under the circumstances.*
M. Paul



October 15, 2017

The Honorable Mayor Robert J. Lovero
& The Honorable Members of the Berwyn City Council
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

Dear Mayor Lovero,

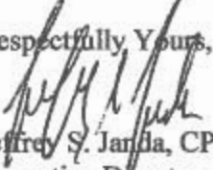
The Berwyn Park District would like to request permission and assistance for the joint Berwyn Park District/ Pav YMCA All Hallows Eve event to be held on Saturday, October 28th, 2017. Specifically, we are requesting permission to close portions of Oak Park Avenue and 31st Street for approximately 15 minutes each while the annual kids costume parade starts at the Pav YMCA and heads south on Oak Park Avenue to 31st Street. The parade then heads west from Oak Park Avenue along 31st Street to Proksa Park at 31st Street & Home Avenue.

The parade starts at 3:00 pm and is completed by 3:30 pm. The rest of the event runs at Proksa Park until 8:00 pm.

The Berwyn Park District typically employs 10 or more Berwyn Auxiliary Police Officers for this event and utilizes the officers for traffic control for the parade followed by crowd control at the park.

Thank you for your consideration of this issue. Should you have any questions, or need additional information, please contact me at 708-788-1701.

Respectfully Yours,



Jeffrey S. Jankla, CPRP
Executive Director
Berwyn Park District

CC: Board of Commissioners

ALL HALLOWS EVE



SATURDAY, OCTOBER 28, 2017
3:30-7:00PM

Join us For a scary, good time October 28, 2017...

Costume Parade/Contest Will Begin at

**The PAV YMCA, 2947 Oak Park Ave, Berwyn at 3:30pm
and will continue on at Proksa Park, 3001 S. Wisconsin
where the fun will be waiting for you.**

BERWYN
park district
where park meets city

Bonfire and Storyteller!

Pumpkin patch!

Hayrack ride!

Childrens Activities!



K-11

CITY OF BERWYN
CLERK'S OFFICE

2017 OCT 18 P 2:06

October 17th 2017

To The Village of Berwyn Board,

We are requesting permission to fund raise on traffic corners in Village of Berwyn. The purpose is to raise money for World Missions. A portion of the money will be used for planting a church in Dubai by the end of the year. (As a World Wide movement we have reached our goal of starting churches in Gainesville, Santa Barbara, Australia, Toronto, Houston and Dallas in 2014.) These plantings are a spring board for training campus, singles and marrieds in the Chicago area to be a part of something greater and to have vision to do great things for God. Another portion of the money will stay in Chicago to continue training the local teens, campus youth and singles from Cook County and our surrounding areas to continue leadership training. This training will help the area youth in building better communities, to raise up more responsible citizens, and help others learn how to build family and moral character.

The fund raising events would be an activity of the Chicago International Christian Church established in 2006. The Lead Evangelist and Women's Ministry Leader (my wife and I) reside and are in good standing in Berwyn. We are requesting the Village of Berwyn to allow us specific dates for fund raising on the corners at Cermak and Oak Park Avenue. Would you please consider the following dates, November 4th and 11th of 2017 from 9am to 6pm.

Thank you for the previous opportunities to fund raise in Berwyn. With the combined fund raising we are in the process of training over 110 youth to take on leadership roles in the community and this number will only continue to grow.

Thank you in advance and I look forward to hearing from you.

Cory Blackwell

Chicago International Christian Church/Evangelist

Cory@usd21.org

Enclosed is the 501c form/insurance can be provided once the dates are set

PLEASE AMEND MY REQUEST FOR THESE DATES (SATURDAYS):
OCT 28TH, NOV 4TH & NOV. 11TH
EILEEN MARTINEZ



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 06 2007**

CHICAGO INTERNATIONAL CHRISTIAN
CHURCH
C/O CHRIS BROOM
1111 S WABASH ST STE 710
CHICAGO, IL 60605

Employer Identification Number:

87-0771007

DLN:

17053284017007

Contact Person:

RONALD D BELL

ID# 31185

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(i)

Form 990 Required:

No

Effective Date of Exemption:

May 24, 2006

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

CHICAGO INTERNATIONAL CHRISTIAN

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, sweeping initial "R".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

Letter 947 (DO/CG)

K-12

Cigars and **Stripes BBQ**

Hammerhed.Ent.Inc.

6715 W. Ogden
Berwyn, IL 60402
Phone (708) 484-1043
StripesBBQ.com

October, 2017

This is a letter to request a permit for outdoor live entertainment events

Stripes BBQ would like to hold our yearly anniversary events, outdoors in our parking lot under an enclosed tent located east of the building.

Cigars and Stripes is requesting a license for patrons to remain on the lot

Thursday	Oct 26th	5pm until 12 midnight
Friday	Oct 27th	7pm until 1am
Saturday	Oct 28th	7pm until 1am
Tuesday	Oct 31 st	7pm until 12 Midnight
Tuesday		

Entertainment Line up

Oct 26th Thursday: "Craft Beer tasting Event" 6pm to 12am

Live music ending by 11pm Partons allowed under tent until 12am*

*Patrons allowed on the lot until 1am

Oct 27th "Outdoor Movie Event / Cubs " 7pm till 1am

Outdoor entertainment will completely subside by 12:00am

*Patrons allowed on the lot until 1am

Oct 28th Saturday: "Halloween Party /Cubs" 7pm till 1am.

Outdoor music and entertainment will completely end by 12:00am

*Patrons allowed on the lot until 1am

Oct 31 Tuesday "Comedy Show / Cubs" 7pm till 1am

Outdoor entertainment will completely subside by 12:00am

*Patrons allowed on the lot until 1am

Thank you,

Ronnie Vrhel

Cigars and Stripes "Since 1998"

*** HEATED TENT EVENTS!**

*** THU OCT 26**



OCTOBER 2017

SUNDAYS
THE WALKING DEAD ZOMBO

ON OUR BIGG SCREEN
BLOODY MARY SPECIAL
JUKEBOX OFF DURING THE DEAD!



ZOMBIE BINGO
NO COVER! BIG FUN!
GREAT PRIZES

MONDAYS

RAW

ON THE BIGG SCREEN
\$2.50 MINI-PINTS
\$10 BELGIAN-STYLE MUSSELS

TUESDAYS

ON THE BIGG SCREEN
BIGG SCREEN
MOVIE NIGHT 9PM

WEDNESDAYS

OPEN MIC COMEDY 9PM

THURSDAY

OCT 5

Hopewell BREWING CO.

TRIVIA NIGHT

THURSDAY

OCT 19

TRIVIA NIGHT

WIN TRIPS TO THE BREWERIES
BEER, SWAG and more!

FRIDAYS

LIVE MUSIC 9PM

SATURDAYS

STAND-UP COMEDY

FEAR YOUR SOUL



FREAKTOBERFEST

BIGFOOT EXHUMED!

BEER TASTING EVENT
KEG BURIED FOR 5 YEARS
WE DIG IT UP...
AND DRINK IT!

LIVE MUSIC & **DEAD FREDDY**

SIGHTS + SOUNDS
OF THE WORLD'S
HEAVIEST

KISS
COVER BAND!

SAT* OCT 28

PHAT KISS

YOUR HOST
HAPPY HUMAN PIN CUSHION!

PUNK ROCK LEGENDS

HOTLIPS MESSIAH



STRIPES AND BBO LOUNGE

6715 OGDEN AVENUE BERWYN

STRIPESBBO.COM

FRI* MONSTER MOVIES

OCT 27 UNDER THE TENT

DBL FEATURE! SMOKED PEA SOUP SPECIAL

THE RETURN 9PM

of THE LIVING DEAD THE EXORCIST

FRI* OCT 13

MARK THE KNIFE

"WORLD'S MOST DANGEROUS COMIC"

Play's Believe It or Not!

NBC



AT THE FACTORY

WORLD'S MOST DANGEROUS COMIC

NBC

