



City of Berwyn

City Council Meeting

APRIL 27, 2010

BERWYN CITY COUNCIL MEETING
APRIL 27, 2010

DEAR ATTENDEE.....THE MAYOR AND CITY COUNCIL WELCOME YOU. PLEASE KEEP IN MIND THAT THIS IS A MEETING OF THE MAYOR AND COUNCIL MEMBERS AS OPPOSED TO A PUBLIC HEARING WHERE ATTENDEES ARE ENCOURAGED TO PARTICIPATE. UNLESS INVITED BY THE MAYOR TO SPEAK, YOU ARE REQUESTED NOT TO INTERRUPT. IF YOU ARE RECOGNIZED BY THE MAYOR, PLEASE PREFACE YOUR REMARKS BY STATING YOUR NAME AND ADDRESS FOR THE RECORD. THANK YOU.

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG MIN 4/13/10-COW 4/13/10
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. DEFER-BDC-CERMAK RD STREETScape & VACIN FAIRWAY CONSTRUCTION ENGINEERING CONTRACT
 - 2. BDC-REVISED ENGINEERING AGREEMENT-CERMAK RD TIF STREETScape & VACIN FAIRWAY IMPROVEMENTS
 - 3. BDC-RESOL. FOR CITY COUNCIL CONSIDERATION FOR OGDEN TIF DIST. AMENDMENTS
 - 4. BDC-ROOSEVELT RD SUMMER ST. FAIR-REQ TO HOLD SHOW & CLOSE ROOSEVELT RD.
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. PROC-SILVER STAR FAMILIES OF AMERICA
 - 2. SWEARING IN OF THE NEW POLICE CHIEF
 - 3. IMPA BERWYN CHAPTER LOCAL #1 PROPOSED CONTRACT-1/1/09-12/31/11
 - 4. HEALTH INSURANCE
 - 5. ANDERSON BROS. REAL ESTATE CONTRACT
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. LAURETO-SELLING OF INDIVIDUAL CAN OR BOTTLE ALCOHOLIC BEVERAGES
 - 2. POLASHEK-2010 POLISH AIR FORCE TU-154 CRASH

3. BL&TAXATION COMM-REFERRAL ITEM #G-2-3/19/10 CHAP 829-AUTOMATED RENTAL MACHINES
4. F&P COMM-PROMOTE OFFICER JOSEPH FITZGERALD TO SERGEANT-4/19/10

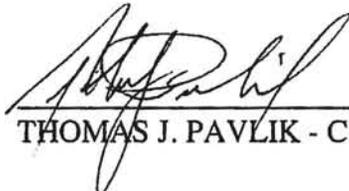
(J) STAFF REPORTS

1. LAW-INTERGOVERNMENTAL AGREEMENT KARBAN PARK
2. LAW-INTERGOVERNMENTAL AGREEMENT URBAN PARK
3. LAW-AMENDMENT TO ANIMAL ORDINANCE. CHAP. 616.07 B-LICENSE TAX; TAGS-DOGS & CATS
4. RESOLUTION CDBG-APPROVE 2009 ACTION PLAN
5. FIRE CHIEF-COMMENDATIONS FOR FIREFIGHTERS ACTION AT A FIRE ON 4/10/10 AT 1907 EUCLID AVE.
6. PUB WKS DIR-RECOMMEND OF DISPOSAL OF 1995 CROWN VICTORIA-2-1994 FORD L8000 DUMP TRUCKS, 9 BAKER-FLINK SNOW PLOWS FROM PW AND 1 1996 FORD TAURUS FROM THE BLDG DEPT.
7. PUB. WKS DIR-2010 SEASONAL PLANTINGS & UPKEEP-RECOMMEND TO AWARD
8. PUB WKS DIR-2009 ASPHALT ALLEY IMPROVEMENTS-RECOMMEND CHANGE ORDER #1 & CONTRACTOR PAY ESTIMATE 4/FINAL.

(K) CONSENT AGENDA: ALL ITEMS ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE IN NATURE AND WILL BE ENACTED IN ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS. IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED AS THE FIRST ITEM AFTER APPROVAL OF THE CONSENT AGENDA

1. BUDGET CHAIR-PAYROLL-4/14/10-\$903,816.87
2. BUDGET CHAIR-PAYABLES-4/27/10-\$1,183,892.45
3. PAUL-HANDICAP SIGN-E. APRIM-2529 KENILWORTH-DENY
4. PAUL-HANDICAP SIGN-K. FLIGHT-2718 GROVE-APPROVE
5. SKRYD-HANDICAP SIGN-J. BRUNN-6531 W. 26TH PL-APPROVE
6. BLDG. DIR.-BUILDING PERMITS ISSUED IN MARCH 2010
7. PAUL-EVENT REQUEST FOR 6/13/10/BOW WOW LUAU

ITEMS SUBMITTED ON TIME 29


THOMAS J. PAVLIK - CITY CLERK



- **Table of Contents**

TABLE OF CONTENTS

Item(s)	Pages
<i>ROLL CALL</i>	
A. Pledge of Allegiance –Moment of Silence	
B. <u>Open Forum</u> Topic must <u>NOT</u> be on the Agenda	
C. <u>Presentation of Previous Meeting Minutes for Approval</u>	
1. Minutes City Council- 4/13/10	1- 8
2. Minutes Committee of Whole – 4/13/10	1- 3
D. <u>Bid Opening – Tabulations</u>	
E. <u>Berwyn Development Corp – Berwyn Township/Health District</u>	
1. BDC-Cermak Rd. Streetscape & Vacin Fairway Engineering Contract	1- 11
2. BDC-Revised Engineering Agreement-Cermak Rd. TIF Streetscape & Vacin Fairway Improvements	1- 14
3. BDC-Resol. For City Council Consideration for Ogden TIF District Amendments	1- 26
4. BDC-Roosevelt Rd Summer Street Fair-Req to Hold Show & Close Roosevelt Rd	1- 4
F. <u>Reports and Communications from the Mayor</u>	
1. Proc-Silver Star Families of America	1- 1
2. Swearing in of the New Police Chief	1- 1
3. IMPA Berwyn Chapter Local #1 Proposed Contract-1/1/09-12/31/11	1- 1
4. Health Insurance	1- 1
5. Anderson Bros. Real Estate Contract	1- 1
G. <u>Reports and Communications from the City Clerk</u>	
H. <u>Communications from (Zoning) Board of Appeals</u>	
I. <u>Reports and Communications from Aldermen, Committees, other Boards and Commissions</u>	
1. Lauretto-Selling of Individual Can or Bottle Alcoholic Beverages	1- 1
2. Polashek-2010 Polish Air Force TU-154 Crash	1- 1
3. BL & Taxation Comm-Referral Item #G-2 – 3/19/10 Chap 829-Automated Rental Machines	1- 7
4. F & P Comm- Promote Officer Joseph Fitzgerald to Sergeant – 4/19/10	1- 6

CONTINUED (table of Contents)

J. Staff Reports

1. Law-Intergovernmental Agreement Karban Park	1- 14
2. Law – Intergovernmental Agreement Urban Park	1- 14
3. Law – Amendment to Animal Ordinance Chapter 616.07 B- License Tax: Tags-Dogs & Cats	1- 6
4. Resolution CDBG-Approve 2009 Action Plan	1- 3
5. Fire Chief-Commendations for Firefighters Action at a Fire on 4/10/10 At 1907 S. Euclid Ave.	1- 2
6. P.W. Dir.-Recommend Disposal of 1995 Crn Victoria-2-1994 Ford L8000 Dmp Trucks, 9 Baker-Flink Snow Plows fr: (P.W.) and (1) Ford Taurus-Bldg Dept.	1- 1
7. P.W. Dir.-2010 Seasonal Planting & Upkeep-Recommend to award	1- 1
8. P.W. Dir.-2009 Asphalt Alley Improvements-Recommend Change Order #1 & Contractor Pay Estimate 4/Final	1- 8

K. Consent Agenda

1. Budget Chair-Payroll-4/14/10 - \$903,816.87	1- 1
2. Budget Chair-Payables – 4/27/10 - \$1,183,892.45	1- 11
3. Paul-Handicap Sign-E. Aprim-2529 Kenilworth- Deny	1- 5
4. Paul-Handicap Sign-K. Flight-2718 Grove- Approve	1- 5
5. Skryd-Handicap Sign-J. Brunn-6531 W. 26 th Pl.- Approve	1- 5
6. Bldg Dir-Building Permits Issued in March 2010	1- 9
7. Paul-Event Request for 6/13/10 Bow Wow Luau	1- 3

- 
- A Pledge of Allegiance-Moment of Silence**
 - B. Open Forum**
(Topic Must Not Be on The Agenda)



**C. Presentation of Previous
Meeting Minutes for Approval**

0-1

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
APRIL 13, 2010

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, Skryd, Polashek, Avila, Laureto. Absent: Santoy. Thereafter, Avila made a motion, seconded by Polashek, to excuse Alderman Santoy. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the Polish President and dignitaries who perished in a plane crash, for the deceased JJ Espinoza, brother of Township Trustee Edward Espinoza, for the three years old child that was injured in a fire at 1907 Euclid and still remains hospitalized and for Firefighter William Glaser who sustained injuries while battling the fire, and for the deceased Homewood Firefighter, Brian Carey who was killed in the line of duty.
3. The Open Forum portion of the meeting was announced. Alderman Laureto announced an 8th Ward meeting for April 29, 2010 at Havlicek School and also announced the student Art Fair at Havlicek School on April 22, 2010 at 6:45 p.m.-Alderman Skryd announced a 4th Ward meeting in conjunction with Alderman Santoy of the 5th Ward on April 20, 2010 at 7:00 p.m. at the Berwyn United Lutheran Church, 2400 Harvey, also Alderman Skryd requested sponsors for Rain Barrels on Mainstreet-Alderman Paul announced a 3rd Ward meeting April 21, 2010 at 7:00 p.m. at the Peace Center on Stanley Avenue and reminded all to fill out their Census Forms-Alderman Chapman announced a 1st Ward Town meeting on April 21, 2010 at 7:00 p.m. at Ground for Appeal and reminded all of the events on April 24, 2010, which included the Berwyn Jaycees Monster Putt, Mini Golf Crawl, Kiwanis Pancake Breakfast at the Park District's Liberty Center, the Annual Baseball Parade, and Earth Day cleanups which will be held at the North and South Berwyn Park Districts.-Alderman Boyajian announced that the Berwyn Park District cleanup on April 24, 2010 will meet at Heritage Middle School at 9:00 a.m.
Mayor Lovero introduced Tony Ellis, Outreach Director from Representative La Shawn Ford's office. The Mayor also spoke regarding his recent trip to the Czech Republic with Aldermen Polashek, Skryd, and State Representative Lisa Hernandez and discussions had with business owners

from the Czech Republic, who are interested in relocating their businesses to Berwyn.

4. The minutes of the regular Berwyn City Council meeting and the Committee of the Whole held on March 23, 2010 were presented. Thereafter, Avila made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
5. The Berwyn Development Corporation submitted a communication regarding Cermak Road Streetscape & Vacin Fairway Construction Engineering Services Contract. After discussion, Avila made a motion, seconded by Skryd, to defer the matter for 2 weeks. The motion carried by a voice vote.
6. The Berwyn Development Corporation submitted a communication regarding the TIF Application for the Depot American Diner 2, 6908 Windsor Avenue. The Mayor recognized Anthony Griffin, Director of the Berwyn Development Corporation who reviewed same. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted in an amount not to exceed \$71,000. The motion carried by a unanimous roll call vote.
7. The Berwyn Development Corporation submitted a communication regarding Cermak /Harlem Redevelopment RFQ (Request for Qualifications). Thereafter, Avila made a motion, seconded by Skryd, to concur with the recommendation of the Berwyn Development Corporation for approval of the RFQ. The motion carried by a unanimous roll call vote. Thereafter, the Mayor announced a selection committee which will include Dario Solano, of Berwyn Mainstreet, Alma Ortiz, of the Berwyn Development Corporation, Doug Walega, Anthony Griffin of the Berwyn Development Corporation, Treasurer, Joe Kroc, Lorie Thielen of the Berwyn Historic Preservation Commission, and Tim Angel, Senior Project Manager of the Berwyn Development Corporation. Thereafter, Skryd made a motion, seconded by Polashek, to concur with the Mayor's recommendation of the Selection Committee. The motion carried by a voice vote.
8. The Berwyn Development Corporation submitted a communication regarding Route 66 Car Show with an attached Resolution requesting to Hold Show and Close Ogden Avenue on September 11, 2010 from 6:00 a.m. to 5:00 p.m. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and adopt the Resolution as presented and to authorize the corporate authorities to affix their signature thereto. The motion carried by a unanimous roll call vote.

9. The Mayor submitted a Resolution regarding repairs and maintenance for the Illinois Department of Transportation, roadways in Berwyn. Thereafter, Skryd made a motion, seconded by Chapman, to amend on face to include the year 2011. The motion carried by a voice vote. Thereafter, Skryd made a motion, seconded by Chapman, to concur and **adopt** the Resolution as amended. The motion carried by a unanimous roll call vote.
10. The Mayor submitted a Resolution regarding the Berwyn Playground Recreation Commission's Annual Baseball Parade to be held on Saturday, April 24, 2010. Thereafter, Chapman made a motion, seconded by Avila, to concur and **adopt** the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
11. The Mayor submitted a Proclamation recognizing Berwyn as Tree City USA by the Nation Arbor Day Foundation. Thereafter, Skryd made a motion, seconded by Chapman, to concur and **adopt** the Proclamation as presented. The motion carried by a voice vote.
12. The Mayor submitted a communication regarding Certified Municipal Clerk Designation. The Mayor recognized and congratulated City Clerk, Tom Pavlik for having earned the prestigious Certified Municipal Clerk's Designation and also receiving the Registered Municipal Clerk's Certificate last October from the Municipal Clerk's of Illinois. Thereafter, the Mayor recognized the Village of Justice Clerk, Kathy Svoboda, President of the South and West Municipal Clerk's Cook County Association and Cathy Aparo, Village Clerk of Evergreen Park, past president of the South and West Association who presented Clerk Pavlik with a plaque for CMC and RMC Designation. Thereafter, Avila made motion, seconded by Chapman, to concur and accept the matter as informational with congratulations to Clerk Pavlik. The motion carried by a voice vote.
13. The Mayor submitted a communication regarding the appointment of Police Chief James D. Ritz, as recommended by a Review and Selection Committee which consisted of 2 Aldermen, 3 Members of the community along with the City Administrator. Thereafter, Chapman made a motion, seconded by Polashek, to waive the hiring freeze and concur with the Mayor's recommendation. The motion carried by a unanimous roll call vote. Thereafter, the Mayor recognized and introduced Mr. Ritz and stated that he will be assuming his duties in approximately 2 weeks.
14. The Mayor submitted a communication regarding Health Insurance Renewal as discussed in the Committee of the Whole. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted and to

authorize the corporate authorities to enter into an agreement with Blue Cross/Blue Shield with an effective date of May 1, 2010. The motion carried by a unanimous roll call vote.

15. The Mayor submitted a communication regarding William Kushner (Buy Back Request). Thereafter, Avila made a motion, seconded by Chapman, to suspend the rules and bring forth Item I-3 and mark as germane. The motion carried by a voice vote. Item I-3 is a communication from the Fire and Police Committee recommending to award (15) days vacation, totaling \$6,458.40 and (40) days sick time totaling \$17,222.40. Thereafter, Avila made a motion, seconded by Chapman, to concur and approve in an amount not to exceed \$23,680.80. The motion carried by the following roll call: Yeas: Chapman, Boyajian, Paul, Polashek, Avila, Laureto. Nays: Skryd. Excused: Santoy.
16. The Zoning Board of Appeals submitted a Resolution and four Ordinances regarding Rolando M. Costa, Berwyn Center LLC HD LLC Partner, and the City of Berwyn. Cermak Road, Grove Avenue and Oak Park Parcel. Clerk Pavlik noted that 4 separate motions were need for these items. Thereafter, Avila made a motion, seconded by Polashek to amend the cover letter along with the variance ordinance Medical Building and Conditional Use Ordinance for the Medical Center to reflect the location as South East. The motion to amend carried by a voice vote.
17. The Zoning Board of Appeals submitted a **Variation Ordinance** regarding applicant Rolando M. Costa on behalf of the Berwyn Center LLC and on behalf of the City of Berwyn as it applies to the Bank Building, common address 6801 W. Cermak Road. Thereafter, Avila made a motion, seconded by Chapman, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
18. The Zoning Board of Appeals submitted a **Variation Ordinance** for a contemplated three story Medical Building to be located at the northwest corner of Cermak & Grove Avenues. Thereafter, Avila made a motion, seconded by Skryd to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
19. The Zoning Board of Appeals submitted a **Conditional Use Ordinance** for Group Medical Centers to be located on the second and third floors of the new three story Medical Building on Cermak and Grove Avenue.

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

20. The Zoning Board of Appeals submitted a **Zoning Change Ordinance** regarding the change of Zoning for property located between Cermak Road, Grove Avenue, and Oak Park Avenue from A-1 to C-2 for the vacated alley, lots 21 and 22 and Lot 50 and the north half of Lot 51, except the street. Thereafter, Avila made a motion, seconded by Skryd, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
21. Alderman Skryd submitted a communication regarding Deaf Children at Play signs at the corner of 24th Street and Gunderson Avenue. Thereafter, Skryd made a motion, seconded by Polashek, to concur and approve as submitted and refer to the Public Works director and Traffic Engineer to install signage. The motion carried by a unanimous roll call vote.
22. The Business License and Taxation Committee submitted a report regarding referral item I-1 of March 9, 2010 regarding Chapter 859, Newspaper Vending Machines with the recommendations to amend Chapter 859.02, 859.99, and 859.99 (YY). Thereafter, Skryd made a motion, seconded by Avila, to refer to the Law Department to amend ordinance. The motion carried by a voice vote.
23. The Berwyn Historic Preservation Committee submitted a communication with an attached ordinance entitled:
AN ORDINANCE DESIGNATING AS A HISTORIC LANDMARK PROPERTY KNOWN AS THE ARTHUR J. DUNHAM HOUSE, 3131 S. WISCONSIN AVENUE, PURSUANT TO THE REQUIREMENTS OF CHAPTER 1820 OF THE BERWYN CITY CODE.
Thereafter, Paul made a motion, seconded by Boyajian, to concur and **adopt** the ordinance as presented. The motion carried by a unanimous roll call vote.
24. The Law Department submitted a communication and Resolution entitled:
A Resolution Approving Participating in Illinois Housing Development Authority Mortgage Credit Certificate Program
Thereafter, Chapman made a motion, seconded by Skryd, to concur and **adopt** the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

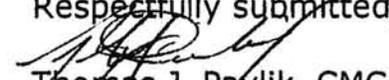
25. The Law Department submitted a communication requesting settlement of Case #06C1551 in the amount of \$240,000. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve for payment. The motion carried by a unanimous roll call vote.
26. The Law Department submitted a communication along with an attached ordinance entitled:
AN ORDINANCE AMENDING CHAPTER 462.05 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING LICENSE FEES
Thereafter, Chapman made a motion, seconded by Avila, to amend the ordinance on face, section (A) class (W)-handicapped persons' vehicles, to remain at \$35.00 which reflects no increase. The motion carried by a unanimous roll call vote. Thereafter, Chapman made a motion, seconded by Skryd, to concur and **adopt** the ordinance as amended and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
27. The City Attorney and the Traffic Engineer submitted a communication along with an ordinance entitled:
AN ORDINANCE AMENDING CHAPTER 442.01 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING AUTHORITY TO ERECT TRAFFIC SIGNS AND SIGNALS
Thereafter, Laureto made a motion, seconded by Chapman, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
28. The City Attorney and the Traffic Engineer submitted a communication along with an ordinance entitled:
AN ORDINANCE ESTABLISHING PROHIBITED TURN LOCATIONS AND AMENDING CHAPTER 460 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN
Thereafter, Laureto made a motion, seconded by Skryd, to concur and **adopt** as amended on face section 460.09 (A) sub section (3) to reflect Southbound traffic and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
29. The Traffic Engineer submitted a communication regarding a Pay Box at Municipal Surface Lot at 32nd Street and Oak Park Avenue. Thereafter, Chapman made a motion, seconded by Polashek, to waive the bid process and concur and award the agreement as submitted to Total Parking Solutions Inc. The motion carried by a unanimous roll call vote.

30. The Deputy Chief submitted a communication requesting permission to promote one (1) Sergeant from the City of Berwyn Police Department's current Eligibility List to fill the vacancy created by the recent retirement of Paul Storozyński. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
31. The Director of the Community Development Department submitted a communication along with a Resolution entitled:
A Resolution Authorizing Execution of an Intergovernmental Agreement with Illinois Housing Development Authority entitled "Neighborhood Stabilization Program Agreement" for the use of Neighborhood Stabilization Funds.
Thereafter, Skryd made a motion, seconded by Chapman, to concur and adopt the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
32. The Public Works Director submitted a communication requesting permission to bid for Seasonal Landscape Maintenance. After discussion, Paul made a motion, seconded by Avila, to amend attachment B regarding Ogden Avenue. The motion carried by a voice vote. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as amended to waive the seal bid process and go out for RFP. The motion carried by a unanimous roll call vote.
33. The Public Works Director submitted a communication regarding Roosevelt Road Water & Combined Sewer Improvements, Recommendation to approve Change Order number 1. Thereafter, Boyajian made a motion, seconded by Skryd, to concur and approve as submitted in an amount not to exceed \$54,440.80. The motion carried by a unanimous roll call vote.
34. The City Engineer submitted a communication regarding Depot District Fence Installation and to award the bid contract to Action Fence contractor, Inc. Mundelein, IL in the amount of \$77,500. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
35. The Licensing Officer submitted a communication regarding application for the following business types Beauty and Nail Salons, Herbal Life and or Health Nutrition businesses, Cash for Gold Precious Metals and Pawn Brokers. The Mayor then ask that the communication by amended to include Barber Shops. Thereafter, Skryd made a motion, seconded by

Chapman, to amend on face to include Barber Shops. The motion carried by a voice vote. Thereafter, Skryd made a motion, seconded by Polashek, to refer the matter to the Law Department to amend the ordinance. The motion carried by a voice vote.

36. The Licensing Officer submitted a communication regarding an addition to existing Liquor Ordinance 804.06 to include a Class J. Thereafter, Skryd made a motion, seconded by Avila, to concur and refer the matter to the Law Department to amend ordinance. The motion carried by a voice vote.
37. The City Treasurer and City Grant Coordinator submitted a communication regarding receipt of \$112,400 Department of Homeland Security Federal Grant to be used for Fire Department Personal Protective Equipment, Self Contained Breathing Apparatus also known as "Air Packs". Thereafter, Skryd made a motion, seconded by Polashek, to accept the matter as informational. The motion carried by a voice vote.
38. Consent Agenda Items K-1 through K-13 were submitted.
K-1-Budget Chair, payroll for March 31, 2010, \$811,635.49
K-2-Budget Chair-payables-April 13, 2010-\$3,256,251.70
K-3-Boyajian, handicap sign, Lina Chavez, 3736 Lombard, approve.
K-4-Boyajian, handicap sign, Agnes Thielen, 3109 Clarence, approve
K-5-Santoy, handicap sign, Marquita Barr, 2111 Highland, approve
K-6-Santoy, handicap sign, Mary Ann Soto, 2323 Harvey, approve
K-7-Santoy, handicap sign, Guydie Mondo, 6403 W. 23rd St.#2, approve
K-8-Laureto, handicap sign, Lidiya Vasilishin, 1420 Clinton, approve
K-9-Finance Dir., DCEO Grant Receipts and Line of Credit Payment
K-10-Licensing & Collections-business licenses issued March 2010
K-11-Mayor-Notification of Written Order Entered at Conclusion of Liquor License Hearing Proceedings (2)
K-12-Tiger O'Stylies, 6300 Ogden Ave. Spring & Summer Events
K-13-Paul, handicap sign, Ascension Hernandez, 6917 W. 29th St., approve
Concur and approve by Omnibus Vote Designation
39. Chapman, Budget Committee meeting on Thursday, April 22, 2010 at 5pm
40. There being no further business to come before the meeting, same was, after a motion by Laureto, seconded by Boyajian, to adjourn at the hour of 8:52 p.m. The motion carried by a voice vote.

Respectfully submitted,


Thomas J. Pavlik, CMC
City Clerk

COMMITTEE OF THE WHOLE
APRIL 13, 2010

1. The Committee of the Whole was called to order by Mayor Lovero at 7:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Polashek Avila, Laureto. Absent: Santoy
Clerk Pavlik was also absent and Deputy Clerk Louise Sommese is taking minutes of the meeting

2. Avila made a motion, seconded by Polashek, to excuse Aldermen Santoy and Polashek. The motion carried by a voice vote.

3. Health Insurance-The Mayor introduce Vincent Bertuca representative from Berwyn Insurance and Financial Services who reviewed the proposed Health Insurance, information packets had been provided to the Alderman prior to the meeting.
 - Mr. Bertuca negotiated with Blue Cross/Blue Shied with a final renewal rate of 10%
 - Employee enrollment dropped from 323 to 315 employees with a savings of \$132,000
 - Bertuca noted that the Firemen Contract has been approved and that they have agreed to pay 10% of their health insurance premium
 - Bertuca stated that HMO is now part of the package and will be implemented through Blue Cross/Blue Shield of Illinois with employee contributions of \$10, \$15, \$25 toward pharmaceuticals which would reflect a \$3,600 savings to employees.Bertuca asked aldermen if there were any questions concerning plans.

Alderman Paul asked for clarification on contribution. Bertuca explained Clerk Pavlik present at 7:10 p.m.
Bertuca was excused 7:11 p.m.

4. The Mayor took questions regarding agenda items
 - Alderman Skryd questioned Item E-1-Berwyn Development Corporation regarding Cermak Road Streetscape & Vacin Fairway, Construction Engineering Contract and if John Fitzgerald of Novotny and Associates would be available for questions tonight? The Mayor state, no, and explained that he has spoken to Fitzgerald and will try to get him try and reduce his numbers.
 - Skryd also questioned Clause #4 of the Agreement regarding overtime and if it is standard in the contract and feels that it is high.

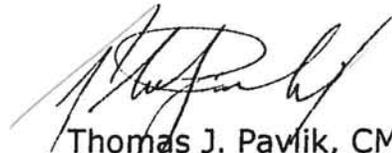
Anthony Griffin of the Berwyn Development Corporation explained that it was authorized to meet the deadlines in time frames outlined in the agreement

- Skryd questioned Item E-3-Cermak/Harlem Redevelopment RFQ regarding local developers, minorities and women owned businesses within the qualifications. Griffin answered that it was reviewed by legal. The Mayor stated that at this time, these are only the specs and those qualifications will be reviewed before any contract is awarded.
- Skryd questioned Item F-1 Resolution regarding repairs to State Highways in Berwyn and the fact that only the years that 2010 and 2012 were reflected in the Resolution and not 2011 and questioned if it could be amended to include 2011.
- Alderman Paul question Item J-8, Permission to bid, Seasonal Landscape Maintenance RFP and question the litter pickup on the Ogden Avenue Corridor. Public Works Director Schiller explained that it will be done with the lawn maintenance but will make sure. Paul also questioned Roosevelt Road as well, Schiller answered that it will be handled out of the Streetscape Project.
- The Mayor questioned if the Cermak pickup will be the same as for Ogden. Schiller stated, yes.
- Skryd questioned the Resolution approving the participation in IHDA Mortgage Credit Certificate Program and where the monies would come from. The Mayor answered, the CDNG Program. Skryd also pointed out a misspelling in the last paragraph of the Resolution, stating that it should be amended.
- Item J-4-Law Department/Traffic Engineer's , (2) Ordinances for prohibited turn locations and Skryd questioned the new sections, stating "No Left Turn" at 26th and Scoville needs to be amended to read "Southbound"
- Paul questioned Item J-5-Pay Box at Municipal Surface Lot, 32nd and Oak Park Avenue and if the Pay Box system went out for bid for the garage. Nicole Campbell, Traffic Engineer, answered yes, in Spring of 2009 and that we will be working with the same company and the same system that is currently being used in the garage facility, which is also being considered for the Vacin Fairway.
- Item J-9-Roosevelt Road, Water and Combined Sewer Improvements, Change order #1, Skryd asked where the funds were coming from for this project. The Mayor answered, the Capital Fund Account.
- Item J-11- Licensing Officer request for applications for the following business types, Skryd asked if this needed to be referred to the legal department to change the ordinance, the Mayor stated, yes.

COMMITTEE OF THE WHOLE
APRIL 13, 2010

- Item J-12-Licensing Officer-Addition to existing Liquor Ordinance 804.06. Alderman Paul questioned the new license. The Mayor stated that this is a new category and that there will only be one (1) license issued in that category at this time.
5. The Mayor asked for a motion to go into Closed Committee of the Whole for personnel matters. Thereafter, Avila made a motion, seconded by Skryd, to close the Committee of the Whole for personal matters. The motion carried by a voice vote
 6. Boyajian made a motion, seconded by Polashek, to reopen the Committee of the Whole at 7:46 p.m. The motion carried by a voice vote.
 7. Skryd made a motion, seconded by Laureto, to adjourn the Committee of the Whole at 7:46 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



D. Bid Openings Tabulations



**E. Berwyn Development Corp. –
Berwyn Township/Health District**

E-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 04/27/10

Deferred Communication

Agenda Item E-1 is a Deferred Communication from C C Meeting dated 04/13/10 Item #5

FROM BERWYN DEVELOPMENT CORP.

Re: CERMAK RD STREETScape & VACIN FAIRWAY CONSTRUCTION ENGINEERING SERVICES CONTRACT



ITEM NO. 5
DATE APR 13 2010
DISPOSITION _____
Refer

April 9, 2010

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

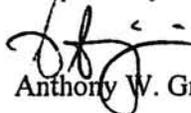
Re: Cermak Road Streetscape and Vacin Fairway Construction Engineering Services Contract

Dear Mayor and City Council,

As discussed at the open Council of Whole in February 2010, several capital improvements are being tackled as we close out the Cermak TIF district to ensure the long-term infrastructure of the corridor. Based upon the discussed priorities, Novotny & Associates (contracted City Engineer) will prepare the civil design documents, bid specs, and all necessary documents along with managing the construction project for the needed improvements to Cermak Road and the Vacin Fairway. Attached is the engineering services agreement which covers engineering design and construction engineering services for the project.

We are recommending the approval of the contract with Novotny & Associates in order to begin this work. The expense is an expected and budgeted cost within our Cermak Road TIF closeout plan. Upon approval, work will commence with the consultant team.

Respectfully submitted for you consideration,


Anthony W. Griffin



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

*Civil Engineers'
Municipal Consultants*

April 8, 2010

Mr. Anthony Griffin
Executive Director
Berwyn Development Corp.
3322 S. Oak Park Avenue, 2nd Fl.
Berwyn, Illinois 60402-2244

Re: **Cermak Road T.I.F. Streetscape &
Vacin Fairway Improvements**

Dear Tony:

In accordance with our earlier discussion, enclosed are two (2) copies of the Engineering Agreement for the above-referenced project. The Mayor and the Clerk should sign in the designated areas. Please retain one (1) copy for City files, and return one (1) executed copy to our office for further processing.

Please feel free to contact me if you should have any questions.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure
cc: File Nos. 09364

OWNER:	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING SERVICES FOR ENGINEERING DESIGN AND CONSTRUCTION ENGINEERING	C O N S U L T A N T	ENGINEER:
City of Berwyn				Frank Novotny & Associates, Inc.
Address:				Address:
6700 West 26 th Street				825 Midway Drive
City:				City:
Berwyn, Illinois 60402	Willowbrook			
Project No.:		State:	Zip:	
09364		Illinois	60527	

THIS AGREEMENT, made and entered into this _____ day of **April 2010**, by and between **FRANK NOVOTNY & ASSOCIATES, INC.**, whose address is 825 Midway Drive, Willowbrook, Illinois, 60527, hereinafter called the "**ENGINEER**", and the **CITY OF BERWYN**, 6700 West 26th Street, Berwyn, Illinois 60402, hereinafter called the "**OWNER**", covers certain professional Engineering services in connection with the proposed improvement designated as *Cermak Road T.I.F. Streetscape & Vacin Fairway Improvements*, which scope of construction work consists of tree and tree grate replacement; pavement resurfacing; concrete curb and driveway replacement; lighting upgrades; streetscape furniture replacement/enhancement; brick paver enhancement; landscape encaps, bump outs and green buffers; security devices; and traffic calming.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

I. To perform or be responsible for the performance of the following Engineering Services for the Owner in connection with the proposed improvement hereinbefore described:

- a. Make such detailed surveys as are necessary for the preparation of detailed Plans.
- b. Make complete general and detailed Plans, Special Provisions, Proposals, and Estimates of Probable Cost, and furnish the Owner with five (5) copies of the Plans, Special Provisions, Proposals and Estimates. Additional copies of any or all documents, if required, shall be furnished to the Owner by the Engineer at his actual cost for reproduction.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation.

- d. Make or cause to be made such sewer televising investigations as may be required to furnish sufficient information for the design of the proposed improvement.
- e. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- f. Prepare reports or permit applications for Army Corps of Engineers and/or IDNR Division of Water Resources permits, or other detailed hydraulic reports that are required by any agency having jurisdiction over part of this project, including countywide stormwater and special management area permits.
- g. Furnish the Owner with ten (10) copies, with recordable original, of surveys and drafts of all necessary right-of-way dedications, boundary and lot surveys, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- h. Submit Plans and Specifications to the regulatory agencies for routine permits and/or approvals not noted above.
- i. Assist the Owner in the tabulation and interpretation of the Contractors' proposals.
- j. Furnish construction observation. Construction observation shall include:
 1. Consultation on interpretation of Plans and Specifications and any changes under consideration as construction proceeds.
 2. Periodical job-site observation by the Engineer, or his representatives, as construction progresses.
 3. Overseeing the testing of sewer and/or water lines to determine whether the completed project meets the requirements as outlined in the Specifications.
 4. Preparing and/or checking all payment estimates, change orders, records, and reports required by the Owner or governmental agencies. Engineer shall attempt to submit the Contractor's Mechanics Lien Waivers and Sworn Statements with any payment recommendation; however, if such are not provided, then the payment recommendation shall be conditioned upon their receipt.
 5. Periodic observation of the Contractor's operations to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will organize and keep the project records. Engineer shall attempt to provide written notice to Owner of Contractor's failure to carry out the work in substantial accordance with the Contract Documents, of which Engineer has actual notice, and of the corrective action required to remedy same.
 6. Reviewing all shop and working drawings for the purpose of checking for conformance with information given and the design concept.

7. Reviewing and checking all reports by testing laboratories on equipment and material tested.
8. Compiling a final punchlist relating to the completed Work, and preparation of final papers and reports.
9. Revision of Contract drawings to show location and nature of improvement as record drawings, from information furnished by the Contractor.

k. Provide construction layout and staking.

l. Furnish or cause to be furnished:

1. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
2. Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
3. Compaction tests as required by the Specifications.
4. Quality and sieve analyses on local aggregates to see that they comply with the Specifications contained in the Contract.
5. Furnish inspection of materials when inspection is not provided at the sources by the Bureau of Materials of the Illinois Department of Transportation, if required by the Owner.

II. That all reports, Plans, plats, and Special Provisions to be furnished by the Engineer pursuant to this Agreement will be in accordance with the current generally accepted standards of design professionals performing such engineering services; it being understood that all such reports, plats, Plans and drafts, shall before being finally accepted, be subject to approval by the Owner.

III. To attend conferences to be held at the request of the Owner in addition to normal visits for observation purposes, and visit the site and review the work at any reasonable time when requested to do so by the Owner.

IV. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this Agreement, will be made available, upon request, to the Owner without cost and without restriction or limitation as to their use.

V. In the event Plans or surveys are found to be in error during construction of the PROJECT due to the negligence or willful misconduct of the Engineer, and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Owner even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

VI. To make such changes in working Plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction Contract and during the construction of the improvement.

VII. That all Plans and other documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

VIII. The Engineer will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. The Engineer shall name the Owner as "Additional Insured" on the Engineer's General Liability policy.

THE OWNER AGREES,

I. To pay the Engineer as compensation for all services performed as stipulated in Paragraphs I-a, b, h and i of "THE ENGINEER AGREES" in accordance with one of the following methods as marked:

- a. A sum of money equal to _____ percent of the awarded Contract price for the proposed improvement.
- b. A sum of money equal to the percentage of the awarded Contract cost for the proposed improvement as approved by the Owner based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

First	\$ 50,000	<u>10.00%</u>
Next	\$ 50,000	<u>8.50%</u>
Next	\$ 100,000	<u>7.10%</u>
Next	\$ 200,000	<u>6.20%</u>
Next	\$ 200,000	<u>5.70%</u>
Next	\$ 450,000	<u>5.60%</u>
Next	\$1,000,000	<u>5.00%</u>
Next	\$2,000,000	<u>4.50%</u>
Next	\$6,000,000	<u>4.30%</u>

- c. A lump sum fee of \$ _____.

II. The Owner agrees to allow the Engineer to sublet all of the services provided under Paragraphs I-c, d, e, f, g and I of "THE ENGINEER AGREES". The Owner will pay the actual cost to the Engineer plus a five percent (5%) service charge. The Cost to Engineer is to be verified by furnishing the Owner copies of paid invoices from the party doing the work.

III. To pay for the services stipulated in Paragraph I-j and k of "THE ENGINEER AGREES", a sum of money:

- a. Equal to _____ percent of the amount determined by multiplying the final Contract cost by the percentage(s) set forth under Paragraph I of "THE OWNER AGREES".

- b. Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to the Engineer for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$142.00 - \$149.00
Project Manager	\$106.00 - \$136.00
Project Engineer	\$100.00 - \$110.00
Senior Technician	\$108.00 - \$140.00
CAD Technician	\$ 94.00 - \$100.00
Technical Assistant	\$ 40.00 - \$ 65.00

If the Engineer incurs and must pay his employees overtime at premium rates, the billable rate charged above for each respective employee so affected shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2010. In event the services of the Engineer extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of the Engineer that are in effect at that time.

IV. That payments due the Engineer for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule.

- a. Upon completion of preliminary design criteria, preliminary Plan layout and rough Estimates of Probable Cost based upon these Plans, thirty percent (30%) of the design fee as determined by the Estimate of Probable Cost.
- b. Upon completion of detailed Plans, Special Provisions, Proposals and Estimate of Cost - being the work required by Paragraphs l-a, b, c, d, e, f, g and h of "THE ENGINEER AGREES" - to the satisfaction of the Owner, ninety percent (90%) of the total fee based on the above fee schedule and the approved Estimate of Probable Cost less any previous payments.
- c. Upon award of the Contract for the improvement by the Owner, one hundred percent (100%) of the total fee based on the above fee schedule and the awarded Contract cost, less any previous payments.
- d. Upon completion of the construction of the improvement, ninety percent (90%) of the fee due for services stipulated in Paragraphs l-j, k and l.
- e. Upon completion of all final reports required by the Owner and acceptance of the improvement, one hundred percent (100%) of the total fees due under this Agreement, less any previous payments.

Partial payments, not to exceed ninety percent (90%) of the amount earned, may be made from time to time as the work progresses.

V. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in Paragraphs I-a and I-b, and prior to the completion of such services, the Owner shall reimburse the Engineer an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement.

VI. That should the Owner require changes in any of the detailed Plans, Specifications or estimates (except for those required pursuant to Paragraph V of "THE ENGINEER AGREES") after they have been approved by the Owner, the Owner will pay the Engineer for such changes at the hourly rates noted in Paragraph III(b) of the above, and for his sublet expenses as noted in Part II above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of Plans.

VII. That, should the completion of the improvement extend beyond the time limit given in the construction contract, the Owner will pay the Engineer, in addition to the fees provided herein, his cost incurred beyond such time limit - at the hourly rates noted in Section III(b) above, and or his sublet expenses as noted in Part II above.

VIII. That, the Engineer makes no warranties, either expressed or implied, in connection with this Agreement or the services provided thereunder, and shall not be responsible for the Contractor's or subcontractors means, methods, techniques, sequences or procedures, timely performance, safety programs and precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under the Contract documents; and that the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner provided that the Engineer has properly executed his duties. The Engineer shall not be responsible for the failure of the Owner, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning this project.

IX. That, since the Engineer has no control over the cost of labor, material and equipment, the estimate of probable construction cost is not a guarantee of actual construction cost, but is the Engineer's professional opinion as to the probable cost of construction at the time of preparation of the estimate.

X. That should the Owner require the Engineer to purchase insurance over and above the coverage normally carried by the Engineer and noted in Part VIII of the "ENGINEER AGREES", or require that the Owner be named as an "additional insured" on the Engineer's policy, the Owner will reimburse the Engineer at his actual invoice cost for the additional insurance coverage requested.

IT IS MUTUALLY AGREED,

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by the Owner upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Owner all drawings, Specifications, partial and completed estimates and data if any from traffic studies and soil survey, subsurface and sewer televising investigations with the understanding that all such material becomes the property of the Owner. Owner acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated or the Contract for Construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Engineer shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement

III. That if the contract for construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Owner will pay the Engineer the balance of the engineering fee due to make one hundred percent (100%) of the total fees due in accordance with the terms of this Agreement, based on the Estimate of Probable Cost as prepared by the Engineer.

EXECUTED BY THE OWNER, this _____ day of April, 2010.

CITY OF BERWYN
6700 WEST 26TH STREET
BERWYN, ILLINOIS 60402

By: _____

Printed
Name/Title: Robert J. Lovero, Mayor

ATTEST:

By: _____

Printed
Name/Title: Thomas J. Pavlik, Clerk

SEAL

EXECUTED BY THE ENGINEER, this _____ day of April, 2010.

FRANK NOVOTNY & ASSOCIATES, INC.
825 MIDWAY DRIVE
WILLOWBROOK, ILLINOIS 60527

By:  _____

Printed
Name/Title: James L. Cainkar, President

ATTEST:

By:  _____

Printed
Name/Title: John E. Fitzgerald, Secretary

(SEAL)



April 20, 2010

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

Re: REVISED - Cermak Road Streetscape and Vacin Fairway Construction Engineering Services Contract

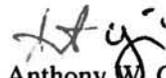
Dear Mayor and City Council,

As discussed at the open Council of Whole in February 2010, several capital improvements are being tackled as we close out the Cermak TIF district to ensure the long-term infrastructure of the corridor. Based upon the discussed priorities, Novotny & Associates (contracted City Engineer) will prepare the civil design documents, bid specs, and all necessary documents along with managing the construction project for the needed improvements to Cermak Road and the Vacin Fairway. Attached is the engineering services agreement which covers engineering design and construction engineering services for the project.

At the April 13th Council meeting, Council deferred action on this item pending revisions to the pay structure by Novotny. Since that time, Novotny has made the revisions and has resubmitted for your consideration.

We are recommending the approval of the contract with Novotny & Associates in order to begin this work. The expense is an expected and budgeted cost within our Cermak Road TIF closeout plan. Upon approval, work will commence with the consultant team.

Respectfully submitted for your consideration,


Anthony W. Griffin



Civil Engineers
Municipal Consultants

Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

April 15, 2010

Mr. Anthony Griffin
Executive Director
Berwyn Development Corp.
3322 S. Oak Park Avenue, 2nd Fl.
Berwyn, Illinois 60402-2244

Re: **Cermak Road T.I.F. Streetscape &
Vacin Fairway Improvements
Revised Engineering Agreement**

Dear Tony:

In accordance with City Council direction, we are enclosing two (2) revised copies of the Engineering Agreement for the above-referenced project. These have been revised to lower the Design Fee Schedule on Page 4 to reduce the overall design fee by approximately \$9,500.00. Additionally, the five percent (5%) service charge on Page 4 has been removed for work sublet under the terms of the Agreement. If Council concurs, the Mayor and the Clerk should sign in the designated areas. Please retain one (1) copy for City files, and return one (1) executed copy to our office for further processing.

Please feel free to contact me if you should have any questions.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure
cc: File Nos. 09364

OWNER:	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING SERVICES FOR ENGINEERING DESIGN AND CONSTRUCTION ENGINEERING	C O N S U L T A N T	ENGINEER:
City of Berwyn				Frank Novotny & Associates, Inc.
Address: 6700 West 26 th Street				Address: 825 Midway Drive
City: Berwyn, Illinois 60402				City: Willowbrook
Project No.: 09364				State: Zip: Illinois 60527

THIS AGREEMENT, made and entered into this _____ day of **April 2010**, by and between **FRANK NOVOTNY & ASSOCIATES, INC.**, whose address is 825 Midway Drive, Willowbrook, Illinois, 60527, hereinafter called the "**ENGINEER**", and the **CITY OF BERWYN**, 6700 West 26th Street, Berwyn, Illinois 60402, hereinafter called the "**OWNER**", covers certain professional Engineering services in connection with the proposed improvement designated as *Cermak Road T.I.F. Streetscape & Vacin Fairway Improvements*, which scope of construction work consists of tree and tree grate replacement; pavement resurfacing; concrete curb and driveway replacement; lighting upgrades; streetscape furniture replacement/enhancement; brick paver enhancement; landscape encaps, bump outs and green buffers; security devices; and traffic calming.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

I. To perform or be responsible for the performance of the following Engineering Services for the Owner in connection with the proposed improvement hereinbefore described:

- a. Make such detailed surveys as are necessary for the preparation of detailed Plans.
- b. Make complete general and detailed Plans, Special Provisions, Proposals, and Estimates of Probable Cost, and furnish the Owner with five (5) copies of the Plans, Special Provisions, Proposals and Estimates. Additional copies of any or all documents, if required, shall be furnished to the Owner by the Engineer at his actual cost for reproduction.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation.

- d. Make or cause to be made such sewer televising investigations as may be required to furnish sufficient information for the design of the proposed improvement.
- e. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- f. Prepare reports or permit applications for Army Corps of Engineers and/or IDNR Division of Water Resources permits, or other detailed hydraulic reports that are required by any agency having jurisdiction over part of this project, including countywide stormwater and special management area permits.
- g. Furnish the Owner with ten (10) copies, with recordable original, of surveys and drafts of all necessary right-of-way dedications, boundary and lot surveys, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- h. Submit Plans and Specifications to the regulatory agencies for routine permits and/or approvals not noted above.
- i. Assist the Owner in the tabulation and interpretation of the Contractors' proposals.
- j. Furnish construction observation. Construction observation shall include:
 1. Consultation on interpretation of Plans and Specifications and any changes under consideration as construction proceeds.
 2. Periodical job-site observation by the Engineer, or his representatives, as construction progresses.
 3. Overseeing the testing of sewer and/or water lines to determine whether the completed project meets the requirements as outlined in the Specifications.
 4. Preparing and/or checking all payment estimates, change orders, records, and reports required by the Owner or governmental agencies. Engineer shall attempt to submit the Contractor's Mechanics Lien Waivers and Sworn Statements with any payment recommendation; however, if such are not provided, then the payment recommendation shall be conditioned upon their receipt.
 5. Periodic observation of the Contractor's operations to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will organize and keep the project records. Engineer shall attempt to provide written notice to Owner of Contractor's failure to carry out the work in substantial accordance with the Contract Documents, of which Engineer has actual notice, and of the corrective action required to remedy same.
 6. Reviewing all shop and working drawings for the purpose of checking for conformance with information given and the design concept.

7. Reviewing and checking all reports by testing laboratories on equipment and material tested.
8. Compiling a final punchlist relating to the completed Work, and preparation of final papers and reports.
9. Revision of Contract drawings to show location and nature of improvement as record drawings, from information furnished by the Contractor.

k. Provide construction layout and staking.

l. Furnish or cause to be furnished:

1. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
2. Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
3. Compaction tests as required by the Specifications.
4. Quality and sieve analyses on local aggregates to see that they comply with the Specifications contained in the Contract.
5. Furnish inspection of materials when inspection is not provided at the sources by the Bureau of Materials of the Illinois Department of Transportation, if required by the Owner.

II. That all reports, Plans, plats, and Special Provisions to be furnished by the Engineer pursuant to this Agreement will be in accordance with the current generally accepted standards of design professionals performing such engineering services; it being understood that all such reports, plats, Plans and drafts, shall before being finally accepted, be subject to approval by the Owner.

III. To attend conferences to be held at the request of the Owner in addition to normal visits for observation purposes, and visit the site and review the work at any reasonable time when requested to do so by the Owner.

IV. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this Agreement, will be made available, upon request, to the Owner without cost and without restriction or limitation as to their use.

V. In the event Plans or surveys are found to be in error during construction of the PROJECT due to the negligence or willful misconduct of the Engineer, and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Owner even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

VI. To make such changes in working Plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction Contract and during the construction of the improvement.

VII. That all Plans and other documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

VIII. The Engineer will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. The Engineer shall name the Owner as "Additional Insured" on the Engineer's General Liability policy.

THE OWNER AGREES,

I. To pay the Engineer as compensation for all services performed as stipulated in Paragraphs I-a, b, h and i of "THE ENGINEER AGREES" in accordance with one of the following methods as marked:

- a. A sum of money equal to _____ percent of the awarded Contract price for the proposed improvement.
- b. A sum of money equal to the percentage of the awarded Contract cost for the proposed improvement as approved by the Owner based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

First	\$ 50,000	<u>10.00%</u>
Next	\$ 50,000.....	<u>8.00%</u>
Next	\$ 100,000.....	<u>6.70%</u>
Next	\$ 200,000.....	<u>5.90%</u>
Next	\$ 200,000.....	<u>5.40%</u>
Next	\$ 450,000.....	<u>5.30%</u>
Next	\$1,000,000.....	<u>4.80%</u>
Next	\$2,000,000.....	<u>4.30%</u>
Next	\$6,000,000	<u>4.10%</u>

- c. A lump sum fee of \$ _____.

II. The Owner agrees to allow the Engineer to sublet all of the services provided under Paragraphs I-c, d, e, f, g and I of "THE ENGINEER AGREES". The Owner will pay the actual cost to the Engineer. The Cost to Engineer is to be verified by furnishing the Owner copies of paid invoices from the party doing the work.

III. To pay for the services stipulated in Paragraph I-j and k of "THE ENGINEER AGREES", a sum of money:

- a. Equal to _____ percent of the amount determined by multiplying the final Contract cost by the percentage(s) set forth under Paragraph I of "THE OWNER AGREES".

- b. Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to the Engineer for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$142.00 - \$149.00
Project Manager	\$106.00 - \$136.00
Project Engineer	\$100.00 - \$110.00
Senior Technician	\$108.00 - \$140.00
CAD Technician	\$ 94.00 - \$100.00
Technical Assistant	\$ 40.00 - \$ 65.00

If the Engineer incurs and must pay his employees overtime at premium rates, the billable rate charged above for each respective employee so affected shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2010. In event the services of the Engineer extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of the Engineer that are in effect at that time.

IV. That payments due the Engineer for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule.

- a. Upon completion of preliminary design criteria, preliminary Plan layout and rough Estimates of Probable Cost based upon these Plans, thirty percent (30%) of the design fee as determined by the Estimate of Probable Cost.
- b. Upon completion of detailed Plans, Special Provisions, Proposals and Estimate of Cost - being the work required by Paragraphs l-a, b, c, d, e, f, g and h of "THE ENGINEER AGREES" - to the satisfaction of the Owner, ninety percent (90%) of the total fee based on the above fee schedule and the approved Estimate of Probable Cost less any previous payments.
- c. Upon award of the Contract for the improvement by the Owner, one hundred percent (100%) of the total fee based on the above fee schedule and the awarded Contract cost, less any previous payments.
- d. Upon completion of the construction of the improvement, ninety percent (90%) of the fee due for services stipulated in Paragraphs l-j, k and l.
- e. Upon completion of all final reports required by the Owner and acceptance of the improvement, one hundred percent (100%) of the total fees due under this Agreement, less any previous payments.

Partial payments, not to exceed ninety percent (90%) of the amount earned, may be made from time to time as the work progresses.

V. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in Paragraphs I-a and I-b, and prior to the completion of such services, the Owner shall reimburse the Engineer an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement.

VI. That should the Owner require changes in any of the detailed Plans, Specifications or estimates (except for those required pursuant to Paragraph V of "THE ENGINEER AGREES") after they have been approved by the Owner, the Owner will pay the Engineer for such changes at the hourly rates noted in Paragraph III(b) of the above, and for his sublet expenses as noted in Part II above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of Plans.

VII. That, should the completion of the improvement extend beyond the time limit given in the construction contract, the Owner will pay the Engineer, in addition to the fees provided herein, his cost incurred beyond such time limit - at the hourly rates noted in Section III(b) above, and or his sublet expenses as noted in Part II above.

VIII. That, the Engineer makes no warranties, either expressed or implied, in connection with this Agreement or the services provided thereunder, and shall not be responsible for the Contractor's or subcontractors means, methods, techniques, sequences or procedures, timely performance, safety programs and precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under the Contract documents; and that the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner provided that the Engineer has properly executed his duties. The Engineer shall not be responsible for the failure of the Owner, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning this project.

IX. That, since the Engineer has no control over the cost of labor, material and equipment, the estimate of probable construction cost is not a guarantee of actual construction cost, but is the Engineer's professional opinion as to the probable cost of construction at the time of preparation of the estimate.

X. That should the Owner require the Engineer to purchase insurance over and above the coverage normally carried by the Engineer and noted in Part VIII of the "ENGINEER AGREES", or require that the Owner be named as an "additional insured" on the Engineer's policy, the Owner will reimburse the Engineer at his actual invoice cost for the additional insurance coverage requested.

IT IS MUTUALLY AGREED,

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by the Owner upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Owner all drawings, Specifications, partial and completed estimates and data if any from traffic studies and soil survey, subsurface and sewer televising investigations with the understanding that all such material becomes the property of the Owner. Owner acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated or the Contract for Construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Engineer shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement

III. That if the contract for construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Owner will pay the Engineer the balance of the engineering fee due to make one hundred percent (100%) of the total fees due in accordance with the terms of this Agreement, based on the Estimate of Probable Cost as prepared by the Engineer.

E-3

April 21, 2010

To: City of Berwyn Mayor Robert Lovero and the City Council

Re: Resolution for City Council Consideration for Ogden TIF District Amendments

The purpose of the attached resolution is to set a date and location for a public hearing concerning the draft Ogden TIF District Redevelopment Plan and Eligibility Report. BDC staff recommends amending the Plan, so as to increase the District's budget in order to comply with the state statutes governing TIF in Illinois, that the City not go over budget on redevelopment costs.

The current Plan for the District has a very limited TIF budget which does not contain an inflation adjustment, so we recommend the Council amend the Plan to cover inflation and provide the ability to tackle additional redevelopment projects.

Additionally, the proposed amendments to the Plan also include adding additional parcels to the District, to allow TIF incentives to assist in redevelopment on those parcels, should developers become interested.

Please let BDC staff know if you have any questions or concerns.

Respectfully Submitted,



Tim Angel, AICP
Senior Project Manager

RESOLUTION NO. ____

**A RESOLUTION CONVENING A JOINT REVIEW BOARD AND
CALLING A PUBLIC HEARING IN CONNECTION WITH
CERTAIN PROPOSED AMENDMENTS TO THE
REDEVELOPMENT PLAN AND PROJECT FOR THE OGDEN AVENUE
REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Berwyn, Cook County, Illinois (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, pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended, (65 ILCS 5/11-74.4-1; *et seq.*) (the “Act”), the City, by ordinance, has heretofore approved a redevelopment plan and project (the “Redevelopment Plan and Project”) for and has designated a redevelopment project area known as the Ogden Avenue Redevelopment Project Area of the City (the “Redevelopment Project Area”) further described in Exhibit “A,” attached hereto and incorporated herein, and has adopted tax increment allocation financing (“TIF”) for the Redevelopment Project Area; and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) have determined that it is in the best interests of the City to amend the Redevelopment Plan and Project (the “Amendments”); and

WHEREAS, the Amendments alter the boundaries of the Redevelopment Project Area to include the addition of certain parcels and rights-of-way, amend the TIF plan budget and make other amendments to the Redevelopment Plan and Project; and

WHEREAS, the Act requires the City to conduct a public hearing prior to the adoption of an ordinance approving the Amendments, at which hearing any interested person or affected taxing district may file with the City Clerk written objections to and may be heard orally with respect to the proposed Amendments to the Redevelopment Plan and Project; and

WHEREAS, the Act further requires that, prior to holding a public hearing, the City convene a joint review board (the "Board") consisting of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district, and county that has or will have the authority to directly levy taxes on the property within the proposed Redevelopment Project Area, a representative selected by the City and a public member to consider the subject matter of the public hearing; and

WHEREAS, the Act requires that notice of the public hearing be given by publication and mailing to the last taxpayer of record of each property within the proposed Redevelopment Project Area; and

WHEREAS, the Act requires that the City shall provide notice of the availability of the proposed Amendments to the Redevelopment Plan and Project and any applicable eligibility report, including how to obtain such information, by mail within a reasonable time after the adoption of this Resolution, to all residential addresses that, after a good faith effort, the City determines are located within seven hundred fifty (750) feet of the boundaries of the proposed Redevelopment Project Area; and

WHEREAS, the Act also requires the City to provide notice to those organizations and residents that have registered with the City for that information in accordance with the registration guidelines established by the City under Section 11-74.4-4.2 of the Act; and

WHEREAS, the Redevelopment Plan and Project, as amended, will not result in the displacement of residents from ten (10) or more inhabited residential units or contain seventy-five (75) or more inhabited residential units, as certified by the City in the Redevelopment Plan and Project; and

WHEREAS, in accordance with the provisions of the Act, the Corporate Authorities have heretofore determined and do hereby determine that it is advisable and in the best interests of the City and its residents to hold a public hearing and convene the Board to consider the proposed Amendments to the Redevelopment Plan and Project.

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

Section 1. That the foregoing recitals to this Resolution are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. The Amendments to the Redevelopment Plan and Project are hereby proposed.

Section 3. A public hearing shall be held by the Corporate Authorities at 5:45 p.m. on the 22nd day of June 2010, at the Berwyn City Hall, Council Chambers, which is located at 6700 26th Street, Berwyn, Illinois 60402, for the purpose of hearing from any interested persons and affected taxing districts regarding the proposed Amendments to the Redevelopment Plan and Project.

Section 4. Notice of the public hearing, substantially in the form attached hereto and incorporated herein as Exhibit "B," shall be published at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the public hearing, in a newspaper of general circulation within the taxing districts having property in the proposed Redevelopment Project Area. In addition, notice shall be mailed by certified mail not less than ten (10) days prior to the date set for the public hearing, addressed to the person or persons in whose name the general taxes for the last

preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Redevelopment Project Area. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as the owners of such property.

Section 5. Notice shall also be given by certified mail to all taxing districts of which taxable property is included in the proposed Redevelopment Project Area or the Redevelopment Plan and Project, as proposed to be amended, and to the Illinois Department of Commerce and Economic Opportunity not less than forty-five (45) days prior to the public hearing, and such notice shall also include an invitation to each taxing district and the Illinois Department of Commerce and Economic Opportunity to submit written comments to the City concerning the subject matter of the public hearing. Said comments should be submitted prior to the date of the public hearing and should be submitted to the attention of the City Clerk, City Hall, 6700 26th Street, Berwyn, Illinois 60402. Each such mailed notice shall include a copy of the Redevelopment Plan and Project, as proposed to be amended, any applicable eligibility report and the name of a person to contact for further information.

Section 6. Notice of the availability of the Amendments to the Redevelopment Plan and Project and any applicable eligibility report, including how to obtain such information, shall also be given by mail within a reasonable time after the adoption of this Resolution to all residential addresses that, after a good faith effort, the City determines are located within seven hundred fifty (750) feet of the boundaries of the proposed Redevelopment Project Area. The City Council hereby authorizes the City Attorney, Kane, McKenna and Associates, Inc., the Berwyn Development Corporation and/or designees of the same to take all acts necessary to provide any and all notices required pursuant to the Act.

Section 7. On April 7, 2010, which is at least ten (10) days prior to the adoption of this Resolution, a draft of the proposed Amendments to the Redevelopment Plan and Project (or a separate report that provides in reasonable detail the basis for the eligibility of the proposed Redevelopment Project Area) was placed on file at the Office of the City Clerk, City Hall, 6700 26th Street, Berwyn, Illinois 60402 and has been available for public inspection since that date.

Section 8. The Board, as set forth in the Act, is hereby convened and the Board shall meet, review such documents, and issue such report in accordance with the Act. The first meeting of the Board shall be held at 3:00 p.m. on the 17th day of May 2010, at the City Hall, 2nd Floor conference room, 6700 26th Street, Berwyn, Illinois 60402, which will be at least fourteen (14) days but not more than twenty-eight (28) days after the mailing of notice by the City to the taxing districts as required by the Act. The public member shall be selected as provided for in the Act and the Board's chairperson shall be selected by a majority of the Board members present and voting.

Section 9. The Board shall act in accordance with the Act.

Section 10. That if any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. That this Resolution shall be in full force and effect from and after its passage and in the manner as provided by law.

PASSED this ____ day of _____, 2010.

AYES ____ NAYS ____ ABSENT ____

APPROVED by me this ____ day of _____, 2010.

Mayor

ATTEST:

CITY CLERK

EXHIBIT A

Legal Description and Description of the Streets that
Generally Bound the Proposed Redevelopment Project Area

LEGAL DESCRIPTION

THAT PART of Sections 31 and 32, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

BEGINNING AT THE INTERSECTION of the north line of 38th Street with the east line of Harlem Avenue for a point of beginning, thence east along the north line of 38th Street and 38th Street extended to the intersection of the east line of Maple Avenue and the north line of 38th Street, thence north along the east line and east line extended of Maple Avenue; to the southerly line of Ogden Avenue; thence northeasterly along the southerly line and southerly line extended of Ogden Avenue to a point of intersection of the southerly line of Ogden Avenue and the westerly line of Wisconsin Avenue; thence south along the west line of Wisconsin Avenue to its intersection with the extended south line of Lot 21, Block 45, in the Subdivision of Blocks 45 and 47 to 52 in Circuit Court Partition in Sections 31, and 32-39-12 and Parts of 6-38-13 and 1 and 12-38-12; thence east along the extended south line and the south line of said Lot 21 to a point on the east line of the north-south alley adjacent to said Lot 21; thence north along the east line of said north-south alley to its intersection with the south line of the east-west alley adjacent to Lot 14, Block 45, of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said east-west alley to its intersection with the east line of Wenonah Avenue; thence north along the east line of Wenonah Avenue to the southwest corner of Lot 12, Block 45 of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said Lot 12 to the west line of the north-south alley lying east of and adjacent to said Lot 12; thence east to the southwest corner of Lot 1, Block 45, of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said Lot 1 to the point of intersection of the east line of Home Avenue and the south line of 37th Street; thence north along the east line and east line extended of Home Avenue to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line and southerly line extended of Ogden Avenue to the westerly line of Clinton Avenue; thence south along the westerly line of Clinton Avenue to its intersection with the extended south line of Lot 6, Block 49 of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said Lot 6 to a point of intersection with the east line of the north-south alley adjacent to said Lot 6; thence north along the east line of the last described north-south alley to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line and southerly line extended

of Ogden Avenue to its intersection with the west line of Oak Park Avenue; thence south along the west line of Oak Park Avenue to its intersection with the extended southerly line of the easterly-westerly alley which runs south of and parallel to Ogden Avenue between Oak Park Avenue and Wesley Avenue; thence northeasterly along the southerly line, and southerly line extended of said easterly-westerly alley to its intersection with the east line of Wesley Avenue; thence north along the east line and east line extended of Wesley Avenue to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line of Ogden Avenue to its intersection with the west line of Clarence Avenue; thence south along the west line of Clarence Avenue to its intersection with the extended southerly line of the easterly-westerly alley which lies adjacent to and north of the Resubdivision of Block 9 (except the south 32.61 feet) in Oliver L. Watson's Ogden Avenue Addition to Berwyn; thence easterly along the southerly line and southerly line extended of said easterly-westerly alley to its intersection with the west line of East Avenue; thence continuing northeasterly along the southerly line and southerly line extended of the easterly-westerly alleys which lie southerly of and parallel to Ogden Avenue between East Avenue and Gunderson Avenue, to its intersection with the easterly line of Gunderson Avenue; thence north along the easterly line of Gunderson Avenue to its intersection with the south line of the easterly-westerly alley which lies southerly of Ogden Avenue; thence easterly and north-easterly along the southerly line and southerly line extended of the last described easterly-westerly alley to its intersection with the east line of Elmwood Avenue; thence north along the east line of Elmwood Avenue to its intersection with the south line of the easterly-westerly alley which lies southerly of Ogden Avenue; thence easterly and northeasterly along the southerly line and southerly line extended of the last described easterly-westerly alley to its intersection with the east line of Ridgeland Avenue; thence north along the east line and east line extended of Ridgeland Avenue to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line of Ogden Avenue to its intersection with the west line of Cuyler Avenue; thence south along the west line of Cuyler Avenue to its intersection with the extended south line of the east-west alley which lies south of Ogden Avenue between Cuyler Avenue and Highland Avenue; thence east and northeasterly along the south line and south line extended of the last described east-west alley to its intersection with the east line and east line extended of Highland Avenue; thence north along the east line and east line extended of Highland Avenue to its intersection with the south line of the east-west ally which lies south of Ogden Avenue; thence east and northeasterly along the south line and south line extended of the last described east-west alley to its intersection with the east line of Harvey Avenue; thence north along the east line of Harvey Avenue to its intersection with the south line of the east-west alley which lies south of Ogden Avenue; thence east and northeasterly along the south line and south line extended to its

intersection with the east line of the West 1/2 of the Northwest 1/4 of said Section 32-39-13 (being the centerline of Lombard Avenue); thence north along the east line of the West 1/2 of the Northwest 1/4 of said Section 32 to its intersection with the extended north line of the easterly-westerly alley which lies north of and parallel to Ogden Avenue; thence southwesterly along the north line and north line extended of the last described easterly-westerly alley to the west line of Ridgeland Avenue; thence south along the west line and west line extended of Ridgeland Avenue to its intersection with the north line of 34th Street; thence west along the north line and north line extended of 34th Street to its intersection with the west line and west line extended of Gunderson Avenue; thence south along the west line and west line extended of Gunderson Avenue to a point of intersection with the north line of the easterly-westerly 16 foot wide alley which lies north of and adjacent to Lots 30 through 53 inclusive of Block 9 of Baldwin's Subdivision of Blocks 3 to 14, 19, 30, 31, & 33 in La Vergne's subdivision, a subdivision of Section 31-39-13; thence west and southwesterly along the north line and north line extended of the last described 16 foot alley to its intersection with the west line of East Avenue; thence south along the west line of East Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the last described easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue; south of 34th Street and between Clarence and East Avenues; thence south along the west line of said north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Clarence Avenue; thence south along the west line of Clarence Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the last described easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 34th Street and between Clarence and Wesley Avenues; thence south along the west line of the last described north-south alley to its intersection with the north line of the last described easterly-westerly alley; thence southwesterly along the north line and the north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Wesley Avenue; thence south along the west line of Wesley Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and the north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 34th Street and between Wesley and Euclid Avenues; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the

north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Euclid Avenue; thence south along the west line of Euclid Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Euclid and Oak Park Avenues; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Oak Park Avenue; thence south along the west line of Oak Park Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Oak Park and Grove Avenues; thence south along the west line of the last described north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Grove Avenue; thence south along the west line of Grove Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Grove and Kenilworth Avenues; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Kenilworth Avenue; thence south along the west line of Kenilworth Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Kenilworth and Clinton Avenues; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Clinton Avenue; thence south along the west line of Clinton Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between

Clinton and Home Avenues; thence south along the west line of the last described north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Home Avenue; thence south along the west line of Home Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west and southwesterly along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Wenonah Avenue; thence south along the west line of Wenonah Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west and southwesterly along the north line and the north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Wisconsin Avenue; thence south along the west line of Wisconsin Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west and southwesterly along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Maple Avenue; thence south along the west line and west line extended of Maple Avenue to the centerline of Ogden Avenue; thence southwesterly along the centerline of Ogden Avenue to its intersection with the extended east line of Harlem Avenue; thence south along the east line and east line extended of Harlem Avenue to the point of beginning;

all in Cook County, Illinois, commonly known as Ogden Avenue from Lombard Avenue to Harlem Avenue, including both sides of Ogden Avenue, all in Berwyn, Illinois.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 34TH STREET AND THE WEST LINE OF RIDGELAND AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 15 FEET OF LOT 86 IN EMMA A. BALDWIN'S SUBDIVISION OF BLOCK 17 IN LAVERGNE SUBDIVISION OF SAID SECTION 31; THENCE NORTHERLY ALONG SAID EAST LINE AND NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF THE EAST-WEST ALLEY LYING NORTH OF AND ADJOINING SAID LOT 86; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON SAID WEST LINE OF RIDGELAND AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF OGDEN AVENUE AND THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT ON THE WEST LINE OF CUYLER AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE SOUTHERLY LINE OF THE EASTERLY - WESTERLY ALLEY LYING SOUTHERLY OF SAID OGDEN AVENUE BETWEEN SAID CUYLER AVENUE AND SAID RIDGELAND AVENUE; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTHERLY LINE THEREOF, TO A POINT ON SAID EAST LINE OF RIDGELAND AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF OGDEN AVENUE AND THE WEST LINE OF GROVE AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 50 OF SAID SUBDIVISION OF BLOCKS 45 AND 47 TO 52 IN THE CIRCUIT COURT PARTITION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 13 TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE SOUTHEAST CORNER OF LOT 20 IN SAID BLOCK 50; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 20 TO A POINT ON THE EAST LINE OF KENILWORTH AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON SAID SOUTHERLY LINE OF OGDEN AVENUE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF OGDEN AVENUE AND THE WEST LINE OF THE SOUTHWEST QUARTER SAID SECTION 31; THENCE NORTHERLY ALONG SAID WEST LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF 36TH STREET; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE THEREOF TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF THE NORTH - SOUTH ALLEY IN BLOCK 40 OF HOME AVENUE SECOND ADDITION TO BERWYN SUBDIVISION BEING A SUBDIVISION OF PART OF BLOCK 40 AND ALL OF BLOCK 41 OF SAID CIRCUIT COURT PARTITION; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST LINE THEREOF TO A POINT ON THE NORTHERLY LINE OF THE EASTERLY-WESTERLY ALLEY IN SAID BLOCK 40 IN SAID HOME AVENUE SECOND ADDITION TO BERWYN; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO A POINT ON THE WEST LINE OF MAPLE AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON SAID CENTER LINE OF

OGDEN AVENUE; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM LOT 7 IN SAID BLOCK 40.

EXHIBIT B

Notice of Public Hearing

CITY OF BERWYN, COOK COUNTY, ILLINOIS NOTICE OF A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE REDEVELOPMENT PLAN AND PROJECT FOR THE OGDEN AVENUE REDEVELOPMENT PROJECT AREA

Notice is hereby given that on June 22, 2010, at 6:00 p.m. at the Berwyn City Hall, Council Chambers, which is located at 6700 26th Street, Berwyn, Illinois 60402, a public hearing will be held to consider the approval of amendments to the Redevelopment Plan and Project (the "Amendments") for the Ogden Avenue Redevelopment Project Area (the "Redevelopment Project Area"). The proposed Redevelopment Project Area is generally bounded by the area and consists of the territory legally described in Attachment "I," attached hereto and made a part hereof.

The proposed Amendments (or a separate report that provides in reasonable detail the basis for the eligibility of the proposed Redevelopment Project Area) were placed on file on April 7, 2010, and are available for public inspection at the office of the City Clerk, City Hall, 6700 26th Street, Berwyn, Illinois 60402. The proposed Amendments to the Redevelopment Plan and Project revise the budget contained in the Redevelopment Plan and Project, amend the Redevelopment Plan and Project and alter the boundaries of the Redevelopment Project Area to include the addition of certain parcels and rights-of-way.

Prior to the date of the public hearing, each taxing district having property in the proposed Redevelopment Project Area or the Redevelopment Plan and Project, as proposed to be amended, and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the City, to the attention of the City Clerk, 6700 26th Street, Berwyn, Illinois 60402.

There is hereby convened a joint review board to consider the proposed approval of the Amendments to the Redevelopment Plan and Project. The joint review board shall consist of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district, and county that has or will have the authority to directly levy taxes on the property within the proposed Redevelopment Project Area, a representative selected by the City, and a public member. The first meeting of said joint review board shall be held at 3:00 p.m. on May 17, 2010, at the Berwyn City Hall, 2nd Floor conference room, 6700 26th Street, Berwyn, Illinois 60402.

At the public hearing, all interested persons and affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the Amendments to the Redevelopment Plan and Project. The hearing may be adjourned without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

/s/ Thomas J. Pavlik
City Clerk, City of Berwyn, Illinois

EXHIBIT A
**DESCRIPTION OF THE STREETS THAT GENERALLY BOUND
THE AMENDED REDEVELOPMENT PROJECT AREA**

The TIF District is generally bounded by the following streets:

- Harlem Avenue on the west;
- Lombard Avenue on the east;
- Alleys north of parcels fronting on the north side of Ogden Avenue on the north;
- Alleys south of parcels fronting on the south side of Ogden Avenue on the south.

ATTACHMENT I

Legal Description and Area Generally Bounding
the Proposed Redevelopment Project Area

LEGAL DESCRIPTION

THAT PART of Sections 31 and 32, Township 19 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

BEGINNING AT THE INTERSECTION of the north line of 38th Street with the east line of Harlem Avenue for a point of beginning, thence east along the north line of 38th Street and 38th Street extended to the intersection of the east line of Maple Avenue and the north line of 38th Street, thence north along the east line and east line extended of Maple Avenue; to the southerly line of Ogden Avenue; thence northeasterly along the southerly line and southerly line extended of Ogden Avenue to a point of intersection of the southerly line of Ogden Avenue and the westerly line of Wisconsin Avenue; thence south along the west line of Wisconsin Avenue to its intersection with the extended south line of Lot 21, Block 45, in the Subdivision of Blocks 45 and 47 to 52 in Circuit Court Partition in Sections 31, and 32-39-12 and Parts of 6-38-13 and 1 and 12-38-12; thence east along the extended south line and the south line of said Lot 21 to a point on the east line of the north-south alley adjacent to said Lot 21; thence north along the east line of said north-south alley to its intersection with the south line of the east-west alley adjacent to Lot 14, Block 45, of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said east-west alley to its intersection with the east line of Wenonah Avenue; thence north along the east line of Wenonah Avenue to the southwest corner of Lot 12, Block 45 of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said Lot 12 to the west line of the north-south alley lying east of and adjacent to said Lot 12; thence east to the southwest corner of Lot 1, Block 45, of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said Lot 1 to the point of intersection of the east line of Home Avenue and the south line of 37th Street; thence north along the east line and east line extended of Home Avenue to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line and southerly line extended of Ogden Avenue to the westerly line of Clinton Avenue; thence south along the westerly line of Clinton Avenue to its intersection with the extended south line of Lot 6, Block 49 of said Subdivision of Blocks 45 and 47 to 52; thence east along the south line and south line extended of said Lot 6 to a point of intersection with the east line of the north-south alley adjacent to said Lot 6; thence north along the east line of the last described north-south alley to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line and southerly line extended

of Ogden Avenue to its intersection with the west line of Oak Park Avenue; thence south along the west line of Oak Park Avenue to its intersection with the extended southerly line of the easterly-westerly alley which runs south of and parallel to Ogden Avenue between Oak Park Avenue and Wesley Avenue; thence northeasterly along the southerly line, and southerly line extended of said easterly-westerly alley to its intersection with the east line of Wesley Avenue; thence north along the east line and east line extended of Wesley Avenue to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line of Ogden Avenue to its intersection with the west line of Clarence Avenue; thence south along the west line of Clarence Avenue to its intersection with the extended southerly line of the easterly-westerly alley which lies adjacent to and north of the Resubdivision of Block 9 (except the south 32.61 feet) in Oliver L. Watson's Ogden Avenue Addition to Berwyn; thence easterly along the southerly line and southerly line extended of said easterly-westerly alley to its intersection with the west line of East Avenue; thence continuing northeasterly along the southerly line and southerly line extended of the easterly-westerly alleys which lie southerly of and parallel to Ogden Avenue between East Avenue and Gunderson Avenue, to its intersection with the easterly line of Gunderson Avenue; thence north along the easterly line of Gunderson Avenue to its intersection with the south line of the easterly-westerly alley which lies southerly of Ogden Avenue; thence easterly and north-easterly along the southerly line and southerly line extended of the last described easterly-westerly alley to its intersection with the east line of Elmwood Avenue; thence north along the east line of Elmwood Avenue to its intersection with the south line of the easterly-westerly alley which lies southerly of Ogden Avenue; thence easterly and northeasterly along the southerly line and southerly line extended of the last described easterly-westerly alley to its intersection with the east line of Ridgeland Avenue; thence north along the east line and east line extended of Ridgeland Avenue to its intersection with the southerly line of Ogden Avenue; thence northeasterly along the southerly line of Ogden Avenue to its intersection with the west line of Cuyler Avenue; thence south along the west line of Cuyler Avenue to its intersection with the extended south line of the east-west alley which lies south of Ogden Avenue between Cuyler Avenue and Highland Avenue; thence east and northeasterly along the south line and south line extended of the last described east-west alley to its intersection with the east line and east line extended of Highland Avenue; thence north along the east line and east line extended of Highland Avenue to its intersection with the south line of the east-west alley which lies south of Ogden Avenue; thence east and northeasterly along the south line and south line extended of the last described east-west alley to its intersection with the east line of Harvey Avenue; thence north along the east line of Harvey Avenue to its intersection with the south line of the east-west alley which lies south of Ogden Avenue; thence east and northeasterly along the south line and south line extended to its

intersection with the east line of the West 1/2 of the Northwest 1/4 of said Section 32-39-13 (being the centerline of Lombard Avenue); thence north along the east line of the West 1/2 of the Northwest 1/4 of said Section 32 to its intersection with the extended north line of the easterly-westerly alley which lies north of and parallel to Ogden Avenue; thence southwesterly along the north line and north line extended of the last described easterly-westerly alley to the west line of Ridgeland Avenue; thence south along the west line and west line extended of Ridgeland Avenue to its intersection with the north line of 34th Street; thence west along the north line and north line extended of 34th Street to its intersection with the west line and west line extended of Gunderson Avenue; thence south along the west line and west line extended of Gunderson Avenue to a point of intersection with the north line of the easterly-westerly 16 foot wide alley which lies north of and adjacent to Lots 30 through 53 inclusive of Block 9 of Baldwin's Subdivision of Blocks 3 to 14, 19, 30, 31, & 33 in La Vergne's subdivision, a subdivision of Section 31-39-13; thence west and southwesterly along the north line and north line extended of the last described 16 foot alley to its intersection with the west line of East Avenue; thence south along the west line of East Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the last described easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue; south of 34th Street and between Clarence and East Avenues; thence south along the west line of said north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Clarence Avenue; thence south along the west line of Clarence Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the last described easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 34th Street and between Clarence and Wesley Avenues; thence south along the west line of the last described north-south alley to its intersection with the north line of the last described easterly-westerly alley; thence southwesterly along the north line and the north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Wesley Avenue; thence south along the west line of Wesley Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and the north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 34th Street and between Wesley and Euclid Avenues; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the

north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Euclid Avenue; thence south along the west line of Euclid Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Euclid and Oak Park Avenue; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Oak Park Avenue; thence south along the west line of Oak Park Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Oak Park and Grove Avenues; thence south along the west line of the last described north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Grove Avenue; thence south along the west line of Grove Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Grove and Kenilworth Avenues; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Kenilworth Avenue; thence south along the west line of Kenilworth Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between Kenilworth and Clinton Avenues; thence south along the west line of the aforesaid north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Clinton Avenue; thence south along the west line of Clinton Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of the north-south alley which lies north of Ogden Avenue, south of 35th Street and between

Clinton and Home Avenues; thence south along the west line of the last described north-south alley to its intersection with the north line of the aforesaid easterly-westerly alley; thence southwesterly along the north line and north line extended of the easterly-westerly alley to its intersection with the west line of Home Avenue; thence south along the west line of Home Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west and southwesterly along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Wenonah Avenue; thence south along the west line of Wenonah Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west and southwesterly along the north line and the north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Wisconsin Avenue; thence south along the west line of Wisconsin Avenue to its intersection with the north line of the easterly-westerly alley which lies north of Ogden Avenue; thence west and southwesterly along the north line and north line extended of the aforesaid easterly-westerly alley to its intersection with the west line of Maple Avenue; thence south along the west line and west line extended of Maple Avenue to the centerline of Ogden Avenue; thence southwesterly along the centerline of Ogden Avenue to its intersection with the extended east line of Harlem Avenue; thence south along the east line and east line extended of Harlem Avenue to the point of beginning;

all in Cook County, Illinois, commonly known as Ogden Avenue from Lombard Avenue to Harlem Avenue, including both sides of Ogden Avenue, all in Berwyn, Illinois.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF 34TH STREET AND THE WEST LINE OF RIDGELAND AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 15 FEET OF LOT 86 IN EMMA A. BALDWIN'S SUBDIVISION OF BLOCK 17 IN LAVERGNE SUBDIVISION OF SAID SECTION 31; THENCE NORTHERLY ALONG SAID EAST LINE AND NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF THE EAST-WEST ALLEY LYING NORTH OF AND ADJOINING SAID LOT 86; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON SAID WEST LINE OF RIDGELAND AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF OGDEN AVENUE AND THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT ON THE WEST LINE OF CUYLER AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE SOUTHERLY LINE OF THE EASTERLY - WESTERLY ALLEY LYING SOUTHERLY OF SAID OGDEN AVENUE BETWEEN SAID CUYLER AVENUE AND SAID RIDGELAND AVENUE; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTHERLY LINE THEREOF, TO A POINT ON SAID EAST LINE OF RIDGELAND AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF OGDEN AVENUE AND THE WEST LINE OF GROVE AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 50 OF SAID SUBDIVISION OF BLOCKS 45 AND 47 TO 52 IN THE CIRCUIT COURT PARTITION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 13 TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE WESTERLY ALONG A STRAIGHT LINE TO THE SOUTHEAST CORNER OF LOT 20 IN SAID BLOCK 50; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 20 TO A POINT ON THE EAST LINE OF KENILWORTH AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON SAID SOUTHERLY LINE OF OGDEN AVENUE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

ALSO INCLUDING,
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF OGDEN AVENUE AND THE WEST LINE OF THE SOUTHWEST QUARTER SAID SECTION 31; THENCE NORTHERLY ALONG SAID WEST LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF 36TH STREET; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE THEREOF TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF THE NORTH - SOUTH ALLEY IN BLOCK 40 OF HOME AVENUE SECOND ADDITION TO BERWYN SUBDIVISION BEING A SUBDIVISION OF PART OF BLOCK 40 AND ALL OF BLOCK 41 OF SAID CIRCUIT COURT PARTITION; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST LINE THEREOF TO A POINT ON THE NORTHERLY LINE OF THE EASTERLY-WESTERLY ALLEY IN SAID BLOCK 40 IN SAID HOME AVENUE SECOND ADDITION TO BERWYN; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO A POINT ON THE WEST LINE OF MAPLE AVENUE; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON SAID CENTER LINE OF

OGDEN AVENUE; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM LOT 7 IN SAID BLOCK 40.

ATTACHMENT I
**DESCRIPTION OF THE STREETS THAT GENERALLY BOUND
THE AMENDED REDEVELOPMENT PROJECT AREA**

The TIF District is generally bounded by the following streets:

- Harlem Avenue on the west;
- Lombard Avenue on the east;
- Alleys north of parcels fronting on the north side of Ogden Avenue on the north;
- Alleys south of parcels fronting on the south side of Ogden Avenue on the south.

April 27, 2010

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

Re: Roosevelt Road Summer Street Fair
Request to Hold Show and Close Roosevelt Road

Ladies and Gentlemen:

On behalf of the Roosevelt Road Business Association and the Roosevelt Road Summer Street Fair committee, we are requesting City Council approval to hold the Third Annual Roosevelt Road Summer Street Fair and to close Roosevelt Road between East Avenue and Oak Park Avenue, on Saturday, July 3, 2010. The street will need to be closed from 3:00 a.m. Saturday, July 3 to 2:00 a.m. Sunday, July 4, 2010.

Your support will contribute to making this event a tremendous success for the Berwyn community. Anticipating your approval of the attached Resolution, we will forward same to the Illinois Department of Transportation for their final approval of the street closing.

Thank you for your assistance regarding this exciting event. The Roosevelt Road Summer Street Fair will continue to grow in popularity, providing a great source of family fun for area residents and helping all of us promote the good things happening in Berwyn.

Sincerely,



Anthony Griffin
Executive Director

RESOLUTION

Whereas, the Roosevelt Road Business Association desires to hold the Roosevelt Road Summer Spectacular Street Fair on July 3, 2010 from 1 pm to 10:30 pm and

Whereas, said fair will require the closing of Roosevelt Road completely between East Avenue and Oak Park Avenue from 3 am to 2 am, and

Whereas, the State of Illinois requires the surrounding municipalities (Berwyn and Oak Park) assume all responsibility and liability involved in the closing of said highway.

Now, therefore, Be it Resolved by the City of Berwyn that said City of Berwyn (along with the Village of Oak Park) will assume full responsibility for the direction, protection and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of said State Route

It is further agreed that efficient, all weather detours will be maintained conspicuously marked and judiciously patrolled for the benefit of traffic deviated from the State Route.

Adopted by the City Council of Berwyn this _____ day of _____, 2010

Mayor _____

Attest _____, City Clerk

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) 788-2567
www.berwyn-il.gov

April 27, 2010

Diane M. O'Keefe
Deputy Director, Region 1 Engineer
Illinois Dept. of Transportation
201 West Center Court
Schaumburg, IL 60196

RE: Roosevelt Road Closing

Dear Ms. O'Keefe,

On July 3, 2010 the Roosevelt Road Business Assoc. will hold its third annual Roosevelt Road Summer Spectacular Street Fair. We are very excited about this event and believe it allows the residents of the bordering communities of Berwyn and Oak Park to experience the vitality of the corridor and engenders good will between the municipalities and the residents.

At this time in our history, Roosevelt Road is on the brink of big things. An intergovernmental agreement has been adopted and signed by the three municipalities that share this stretch of Roosevelt Road (Cicero being the third). The ongoing improvements to this area will be showcased at the Street Fair as well as the cuisine of the road and family friendly entertainment.

Therefore, we respectfully request the use of Roosevelt Road July 3, 2010 from 3:00am to 2:00 am (July 4) from East Ave. to Oak Park Ave.

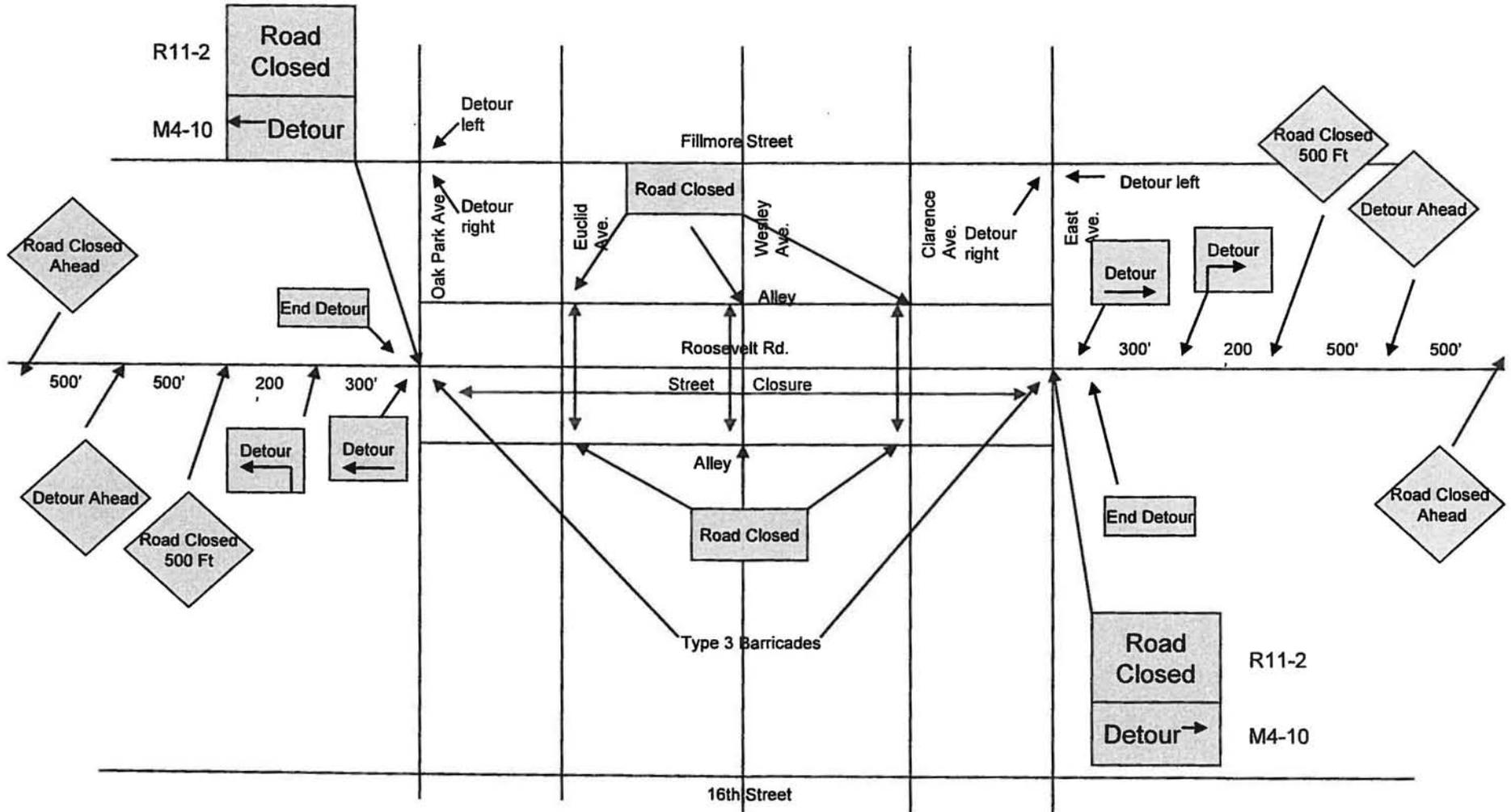
Thank you for your attention to this matter.

Sincerely,

Robert J. Lovero, Mayor

Roosevelt Road Street Fair Detour sign placement

Euclid, Wesley & Clarence closed up to alleys north and south
 Car traffic to go north and truck traffic to go south





**F. Reports and Communications
From The Mayor**

The City of Berwyn



**Robert J. Lovero
Mayor**

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

PROCLAMATION

WHEREAS, The City of Berwyn has always honored the sacrifice of the men and women in the Armed Forces and

WHEREAS, The Silver Star Families of America was formed to make sure we remember the blood sacrifice of our wounded and ill by designing and manufacturing a Silver Star Banner and Flag and

WHEREAS, to date The Silver Star Family of America has freely given thousands of Silver Star Banners to the wounded and their families, and

WHEREAS, the members of The Silver Star Families of America have worked tirelessly to provide the wounded of this City and Country with Silver Star Banners, Flags and care packages, and

WHEREAS, The Silver Star Families of America's sole mission is that every time someone sees a Silver State Banner in a window or a Silver Star Flag flying, that people remember the sacrifice for this City, State and Nation and

WHEREAS, the people and Mayor of Berwyn wish that the sacrifice of so many in our armed Forces never be forgotten

NOW, THEREFORE, I, Robert J. Lovero, MAYOR OF THE CITY OF BERWYN do hereby proclaim my appreciation of the Silver Star families of America and honor their commitment to our wounded Armed Forces members. I hereby declare May 1st "SILVER STAR BANNER DAY" the permanent and official day to honor the wounded and ill Soldiers of the City of Berwyn.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Berwyn in the State of Illinois this day April 27, year 2010


Robert J. Lovero
Mayor




Thomas J. Pavlik
Clerk

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) 788-2567
www.berwyn-il.gov

April 21, 2010

Members of the City Council

Re: The Swearing in of the new Police Chief

Council Members:

Please join me in welcoming a new day in Berwyn's law enforcement by welcoming James D. Ritz, as our new Berwyn Police Chief.

I am requesting that the City Clerk Tom Pavlik please swear in Chief Ritz.

Respectfully,

Robert J. Lovero
Mayor


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) 788-2567
www.berwyn-il.gov

April 21, 2010

Members of the City Council

Re: IMPA Berwyn Chapter Local # 1 Proposed
Contract January 1, 2009 – December 31, 2011

Council Members:

I have presented for your review the proposed contract with IMPA Berwyn Chapter Local # 1. I have provided this proposed agreement with adequate time for council's review and questions.

I am requesting at this time your approval of agreement. On this approval please understand that negotiations are still closed and information should remain in your possession only as to avoid any unfair labor practices.

Thank you for your anticipated concurrence in approving the contract.

Respectfully,


Robert J. Lovero
Mayor

F-4

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) 788-2567
www.berwyn-il.gov

April 21, 2010

Members of the City Council

Re: Health Insurance

Council Members:

The Firefighters Union Local 506 has negotiated a cost share of 10% of the health insurance premium. I am further attempting, through negotiations, to achieve similar concessions.

I am recommend that all non-union employees and those elected officials who utilize the health insurance also be responsible for 10% of the monthly insurance premium.

Please concur with my recommendation.

Respectfully,

Robert J. Lovero
Mayor

The City of Berwyn

F-5



Robert J. Lovero
Mayor

A Century of Progress with Pride

April 27, 2010

Members of the Berwyn City Council

Re: Anderson Bros. Real Estate Contract

Ladies and Gentlemen:

I am requesting your authority to execute the above referenced Real Estate Contract.

As you are aware, we have discussed this matter in the Executive Session of the Committee of the Whole.

Respectfully submitted,

Robert J. Lovero
Mayor



**G. Reports and Communication From
The City Clerk**



**H. Communications From (Zoning)
Board of Appeals**



**I. Reports and Communications From
Aldermen, Committees other Boards
and Commissions**

The City of Berwyn



Nora Laureto
8th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6408 Fax: (708) 788-2675
www.berwyn-il.gov

April 24, 2010

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

RE: Selling of individual can or bottle alcoholic beverages

Dear Mayor and Members of the City Council:

I have had numerous complaints of transient residents/homeless individuals who purchase single cans of beer at various gas stations in my ward and then sit on local benches or right outside these establishments to drink their purchase. More recently I have had reports of lewd behavior to the residents (a minor) nearby. This type of behavior cannot be tolerated. I would therefore like to propose an amendment to the City Liquor Ordinance which would make it unlawful to divide a manufacturer's package containing more than one can or bottle of beer, malt liquor or ale if an individual can or bottle is 16 ounces or less in order to sell as an individual can or bottle. Also, to prohibit the sale of single containers of beer or malt liquor in sizes smaller than a six-pack and prohibit the sale of fortified wine or liquor in smaller than pint-sized containers. I believe that taking such action would limit the problems that we have had occurring on Roosevelt Road and in other areas of the City with regards to this issue. It would therefore be my motion to refer this request to the Legal Department for drafting of the ordinance and refer back to the Council for approval.

Sincerely,

Nora Laureto
Alderman, 8th Ward
City of Berwyn

Robert J. Lovero
Mayor



Theodore J. Polashek
Sixth Ward Alderman

A Century of Progress with Pride

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

April 15, 2010
Hon. Robert J. Lovero, Mayor
Alderman of the Berwyn City council
6700 W. 26th Street
Berwyn, IL 60402

Re: 2010 Polish Air Force Tu-154 crash

Dear Mayor and Members of City Council,

On 10 April 2010, a Polish Air Force Tupolev Tu154 aircraft crashed near Smolensk, Russia, killing all 96 passengers and crew. Those killed were the President of Poland Lech Kaczynski and his wife; the Chief of the General Staff of the Armed Forces and other senior military officers; the President of the National Bank; the Deputy Ministry of Foreign Affairs; government officers, vice-speakers and members of parliament; and senior members of clergy. A Chicago native Wojciech M. Seweryn a well known artist also died on this flight. They were en route from Warsaw to attend an event to mark the 70th anniversary of the Katyn massacre of WWII.

President Lech Kaczynski was an important ally to the US and played a large role with building their foreign relations. My heart goes out to his family and his country for their great loses.

Respectfully

Theodore J. Polashek
Alderman 6th ward

The City of Berwyn



Robert J. Lovero
Mayor

I-3

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-8660 Fax: (708) 788-8675
www.berwyn-il.gov

Cesar Santoy
5th Ward Alderman

Date: April 19, 2010

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

Ladies and Gentlemen:

A meeting of the Business License & Taxation was held

On Monday, April 19, 2010 at 6:55 p.m. Berwyn City Hall

Those in attendance were: Alderman Santoy (Chair), Alderman Skryd (Member) City Clerk, Tom Pavlik

The matter discussed was referral item G-2 dated March 19, 2010 in regards to
Chapter 829: Automated Rental Machines

It is the recommendation of the committee that Item G-2 be tabled until the next Business License and Taxation meeting

Voting Aye: Santoy, Skryd

Voting Nay: 0

Adjourned: 7:10 p.m.

Cesar Santoy-Chairman
Rafael Avila-Member
Michele Skryd-Member



IF 4

**Board of
Fire & Police Commissioners**

6401 West 31st Street
Berwyn, Illinois 60402-0701

HONORABLE MAYOR ROBERT J. LOVERO
ALD. RALPH AVILA, CHAIRMAN FIRE & POLICE COMMITTEE
CITY CLERK THOMAS PAVLIK
CITY TREASURER JOSEPH KROC
BERWYN CITY COUNCIL MEMBERS

APRIL 20, 2010

RE: POLICE SERGEANT PROMOTION

PLEASE BE ADVISED THAT THE BOARD OF FIRE AND POLICE
COMMISSIONERS PROMOTED THE FOLLOWING POLICE OFFICER TO
SERGEANT IN THE BERWYN POLICE DEPARTMENT, EFFECTIVE APRIL 19,
2010. PAUL STOROZYNSKI RETIRED, THUS CREATING THE VACANCY.

JOSEPH FITZGERALD

THE BOARD WISHES THE PROMOTEE WELL IN HIS NEW ENDEAVOR.

BOARD OF FIRE AND POLICE COMMISSION

ANTON ADOLF

CARL REINA

RICK TOMAN



J. Staff Reports

The City of Berwyn

J-1



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

April 27, 2010

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

Re: Intergovernmental Agreement
Karban Park

Ladies and Gentlemen:

The attached Intergovernmental Agreement between the City of Berwyn and the Berwyn Park District, is being submitted for your consideration.

This Agreement provides for the City to lease Karban Park to the Park District.

The Law Department, along with the Mayor and the Berwyn Park District are collectively requesting your concurrence in the adoption and approval of this Agreement.

Respectfully submitted.

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR LEASE OF LAND

THIS AGREEMENT is made this ____ day of _____, 2010, between the Berwyn Park District, Cook County, Illinois (the "Park District") and the City of Berwyn, Cook County, Illinois (the "City");

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves, and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides, inter alia, that "(A)ny power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State..."; and

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) provides that municipalities, including park districts and City's, may transfer real property to each other upon such terms as their corporate authorities may agree upon; and

WHEREAS, the Park District finds that it is necessary and desirable to acquire and develop additional park land/ open space for use by the public and the residents of Berwyn in proximity to Karban Park; and

WHEREAS, the City is the owner of certain real estate ,commonly know as Karban Park, located at 3430 34th Street; and

WHEREAS, the City is willing to lease Karban Park to the Park District, in exchange for the consideration provided for herein and subject to and under the terms of this Agreement; and

WHEREAS, the parties contemplate that the exchange of real estate and consideration will be accomplished pursuant to the aforesaid Local Government Property Transfer Act.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which is acknowledged by the parties hereto, it is hereby agreed as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1.

2. **USE OF PREMISE.**

- a) The Park District and City acknowledge that the purpose and intent of this Agreement is to transfer control, development, operations, and maintenance Karban Park owned by the City to the Park District to serve the residents of the Park District and City.
- b) The Park District shall use the premises only for Park District public recreation purposes, and during the term of the lease shall make no use of the premises whatsoever unless such use is a part of, accessory to or ancillary to the use of the premises as a Park District for public recreational purposes.
- c) The Park District shall not use or occupy or permit the premises to be used or occupied in a manner that violates any applicable statute, rule, order, ordinance, or other mandated legal requirement. The Park District shall not use or maintain the premises or permit the premises to be used or maintained in a manner that constitutes a public or private nuisance or waste. The Park District shall procure and maintain all licenses, permits and other authorizations required for its permitted use and occupancy of the premises.

3. **LEASE OF LAND.** Subject to the terms of this Agreement, the City agrees to lease to the Park District the land (the “Leased Premises”), which is legally described on Exhibit A and depicted on Exhibit B, which are attached hereto and incorporated herein by reference.

4. **TERM.** The lease shall be for a period of 99 years, with the option to renew at the end of such time for such additional periods of time as may be mutually agreeable to the parties, and will begin upon transfer of possession of the Leased Premises to the Park District.

5. **RENT.** The Park District agrees to pay the City One Dollar (\$1.00) per year for base rent for the Subject Property. The base rent for the entire term shall be paid prior to transfer of possession. Any additional rent shall be paid within thirty (30) days after the City invoices the Park District.

7. **ENVIRONMENTAL CONCERNS.** The CITY shall defend, indemnify, and hold harmless the Park District and its officers, agents, employees and representatives from and against all liability, demands, claims, actions, or causes of action, notices of violation, assessments, losses, fines, penalties, costs, damages, and expenses, including but not limited to reasonable attorneys’ fees, including, without limitation, those asserted by any federal, state or local governmental entity, or any third party, as a result of or arising out of or related to the environmental conditions on the LEASED PROPERTY; except to the extent any environmental condition is caused in whole by any negligent or wrongful act or omission of the Park District or its officers, agents, employees, representatives, or contractors. .

“Environmental conditions” means any contamination arising out of, relating to, or resulting from emissions, discharges, disseminations, disposals, releases, or threatened releases of hazardous substances into the air (indoor and outdoor), surface water, ground water, soil, land surface or subsurface, buildings, facilities, real or personal property, or fixtures. “Hazardous” substances means any pollutants; contaminants; toxic, hazardous, or extremely hazardous

substances, materials, wastes, constituents, compounds, or chemicals; natural or man-made elements (including, without limitation, petroleum or any by-products or fractions thereof); any form of natural gas; Bevill Amendment [42 U.S.C. §6921(b)(3)(A)(ii)] materials; lead; and polychlorinated biphenyls (PCBs) and PCB-containing equipment regulated by, or may form the basis of liability under, any environmental laws. Environmental laws” means, without limitation, Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601, et seq.; the Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA), 42 U.S.C. §§11001, et seq.; the Resource Conservation and Recovery Act of 1976 (RCRA), Pub.L. No. 94-580, 90 Stat. 2795; the Clean Air Act; the Clean Water Act (Federal Water Pollution Control Act); and the Safe Drinking Water Act of 1974, 42 U.S.C. §300f, et seq., as any of the above statutes are or may be amended at any time and all rules and regulations promulgated pursuant to any of the above statutes, and any other foreign, federal, state or local law, statute, ordinance, rule, or regulation governing environmental conditions, as the same are or may be amended at any time and all applicable judicial and administrative decisions, orders, and decrees relating to environmental conditions.

The Park District and its officers, agents and employees shall be named as additional insureds on any policies of insurance maintained by the CITY pertaining to environmental conditions or liability on the LEASED PROPERTY. Additionally, CITY shall provide a copy of certificate of insurance and additional insured endorsement.

8. **POSSESSION.** Possession shall be transferred to the Park District upon execution of this Agreement, and payment of the base rent.

9. **PARK DISTRICT RESPONSIBILITIES**

The Park District and City agree that the Park District will be responsible for the design, construction on the Leased Premises to serve the public, and particularly the residents of the Park

District and City. The Park District and City agree that the Park District will be responsible for maintenance on the Lease Premises to serve the public, and particularly the residents of the Park District and City.

10. CITY RESPONSIBILITIES

The Park District and the City agree that the City shall pay the following costs associated with the Project:

(a) Any and all costs associated with the initial supply and subsequent use of electrical supply and use.

(b) Any and all costs associated with the supply and use of water and sewer on the Leased Premises;

(c) Any other reasonable costs the Park District and the City agree to in writing.

11. SHARED RESPONSIBILITIES.

Any other reasonable costs and duties the Park District and the City mutually agree to split in writing; The Park District and City shall remain responsible for the timely payment of their respective costs contemplated herein.

12. MAINTENANCE.

The Park District agrees to at its sole cost and expense, during the entire term of this lease to:

a) Maintain and pay for all necessary maintenance for the premises

b) Maintain, renovate, repair, and keep in good order and repair the premises as necessary.

c) Keep the premises in a clean and wholesome condition, and at all times fully and promptly comply with all valid health and police regulations in force.

- d) Keep the improvements at any time situated upon the premises, and all sidewalks adjacent thereto, safe and secure and conforming to the requirements of the City and all other public authorities, and will make at its sole cost and expense, all additions, improvements, alterations, and repairs on the premises required by any lawful authority, and will keep the City harmless and indemnified at all times against any loss, damage, cost, or expense by reason of the failure so to do in any respect of by reason of any accident, loss or damage resulting to persons or property from any intended and permitted use which may be made of the premises, or of any improvements at any time situated thereon.
- e) Promptly comply with all laws and ordinances and the applicable lawful orders, rules, regulations and requirements of all Federal, State and Municipal Governments and appropriate departments, commissions, boards, and officers thereof, and the applicable lawful order, rules and regulations of the Board of Fire Underwriters where the premises are situated, or any other body or bodies hereafter constituted exercising similar functions, for the repairs or alterations which may be applicable to the premises, the fixtures thereof, or the appurtenances thereto.

13. **INSURANCE**

- a) The Park District agrees that it will at all times during the term of this lease, at its sole cost and expense, carry and maintain for the protection of the Park District and the City, its agents, officers and employees thereof, policies of insurance or self-insurance through participation in a risk management pool, as follows:

Commercial general liability insurance policy insuring against all classes for bodily injury and death, and for all damage or injury to or

destruction of property occurring in, on, or about the premises or upon the sidewalks adjacent to the premises with limits of not less than \$2,000,000 combined single limit per occurrence, subject to inflationary increases as required by the City in subsequent years.

The Park District shall maintain on file with the City during the term of this lease current certificates and certified copies of the actual endorsements extending coverage which state that the Park District has obtained the insurance coverage required under Subsection 13a) of this Section and that such insurance coverage remains in force. City shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to City.

14. INDEMNIFICATION

a) To the fullest extent permitted by law the Park District agrees to indemnify and hold the City and all officials, agents, and employees harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or management of or from any work or thing whatsoever done in or about the Premises and will further indemnify and hold the City harmless against and from any condition on the premises, or arising from any breach or default on the part of the Park District in the performance of any covenant or agreement on the part of the Park District to be performed, pursuant to the terms of this Lease, or arising from any negligent or intentional

act or omission of the Park District or any of its agents, officers, contractors, servants, employees, or licensees, or arising from any accident, injury, or damage except to the extent any such accidents, injuries, or damages result from the negligence of the City, whatsoever caused to any person, firm, or corporation, occurring during the term of this lease, in or about the Premises, or upon the sidewalks, adjacent thereto, and from any and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim, the Park District, upon notice from the City covenants to resist or defend such action or proceeding by counsel reasonable satisfactory to the City.

b) The Park District covenants and agrees to pay, and indemnify the City against, all legal costs and charges, including attorneys' fees, lawfully and reasonably incurred in obtaining possession of the Premises after default of the Park District or upon the expiration or earlier termination of the term of this Lease or in enforcing any agreement of the Park District in this Lease contained.

16. **APPROVAL.** Pursuant to the requirements of the Local Government Property Transfer Act, the parties represent that they have adopted the necessary Ordinances and Resolutions, and this Amendment, by a majority vote of at least two-thirds (2/3) of the members of their respective governing boards, such vote having been taken at a duly convened public meeting, and that the officers who have executed this Amendment below are the duly elected President and Secretary of such boards, and are authorized to act on behalf of their respective governing board.

18. **ZONING.** The Park District and City agree to cooperate in all applications, hearings and conditions necessary to obtain all necessary zoning approvals for future redevelopment of the parcel.

19. **MUTUAL ASSISTANCE.** The Park District and City agree to do all things necessary or appropriate to carry out the terms and provisions of this Section and to aid and assist each other in furthering the objectives of this Section and the intent of the parties as reflected by the terms of this Section, including, without limitation, the giving of such notices, the holding of such hearings, the enactment by the parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Section, and as may be necessary to give effect to the objectives of this Section.

21. **COVENANT OF QUIET ENJOYMENT.** The City covenants that if and so long as the Park District pays the rent and all other charges provided for herein, and performs all of its obligations provided for herein, the Park District shall at all times during the term hereof peaceably, have, hold and enjoy the Leased Premises, without any interruption or disturbance from the City, or any one claiming through or under the City, subject to the terms hereof.

22. **CHANGES AND ALTERATIONS BY PARK DISTRICT.** The Park District shall have the right at any time and from time to time during the term of this lease to make such changes and alterations to the Premises as they shall deem necessary or desirable, which changes and alterations shall be made in all cases subject to the following conditions, which the Park District covenants to observe and perform:

a) No change or alteration shall be undertaken until the Park District has procured, so far as the same may be required from time to time, all permits and authorizations of the various State and Municipal departments or other governmental or quasi-governmental authorities having jurisdiction, and the Park District agrees to join in the application for such permits or authorizations whenever such action is necessary. The City agrees to waive all municipal building permit fees related to the parcel.

b) All work done in connection with any change or alteration shall be done promptly and in good workmanlike manner and in compliance with the building and zoning laws of the City of Berwyn or other governmental or quasi-governmental authority having jurisdiction and with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof.

c) All costs incurred by the Park District as a result of any change or alterations shall be paid in full and in a timely manner by the Park District.

d) All contractors employed by the Park District shall secure the necessary licensing and bonding as required by the City.

23. ASSIGNMENT AND SUBLETTING

a) Park District will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of the City in each instance. The consent of the City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

b) All of the provisions and limitations contained in this section, as well as the rest of this lease, shall continue in full force and effect as to the Park District herein and as to any assignee or subleasee under any assignment or sublease hereinabove provided for; and in connection with any such permitted further assignments, the subleasees and the Park District shall remain jointly and severally liable together with all other parties who shall be jointly and severally liable under any prior assignment, for the full and complete performance of all the covenants and conditions required to be kept and performed by the Park District hereunder.

24. **PARK DISTRICT'S RIGHTS UPON TERMINATION.** In the event that the City terminates this lease without cause prior to the expiration hereof, the Park District's remedy shall be the return of any pre-paid rent, along with the option to remove any and all property or equipment it has installed on the Leased Premises, or to invoice the City for the prorated costs for the remaining useful life of such improvements along with any costs the Park District incurred in the design and construction of the park site.

25. **SUCCESSORS AND ASSIGNS.** The Park District and the City each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement. Except as set forth above, the Park District and the City shall not assign, sublet or transfer their respective interests in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Park District or the City.

26. **RIGHT OF FIRST REFUSAL.** In the event that the City desires to sell the Leased Premises, the Park District shall have the right of first refusal for the purchase of the Leased Premises.

27. **NO DUTY TO THIRD PARTIES.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity, who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or the City and/or any of their respective officials, officers and/or employees.

28. **RECORDING.** This Agreement shall be recorded with the Recorder of Deeds of Cook County, Illinois, upon execution of this Agreement. The cost of recording shall be paid by the Park District.

29. **REMEDIES.** In the event of a breach hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under this Agreement, including the right to reimbursement for reasonable attorney's fees.

30. **COMPLIANCE WITH LAWS.** The Park District shall comply with all applicable codes, laws, ordinances and regulations of the Berwyn Park District, the City of Berwyn, Cook County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, any and all applicable competitive bidding, public contracting, building, construction, environmental, employment, civil rights, public finance, laws, rules, regulations, codes and orders applicable to any work performed on the Leased Premises as agreed to by the parties in this Agreement or any future amendments to this Agreement.

31. **MISCELLANEOUS PROVISIONS.**

31.1 *Notices.* All notices required hereunder shall be in writing and must be served either personally or by registered or certified mail, return receipt requested, addressed as follows:

To the Park District: President, Board of Park Commissioners
Berwyn Park District
3701 S. Scoville Avenue Berwyn, Illinois 60402

To the City: Mayor, City of Berwyn
City of Berwyn 6700 W. 26th Street
Berwyn, Illinois 60402

31.2 *Entire Agreement and Modification.* This Agreement, including the Exhibits attached hereto, represents the entire agreement between the parties hereto. This Agreement may not be modified except in writing and signed by each of the parties hereto.

31.3 *Headings.* The headings of the various sections of this Agreement are not intended as interpretations or construction of any such section, but are used for purposes of convenience or reference only.

31.4 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

31.5 *Time.* Time is of the essence of this Agreement.

31.6 *Severability.* If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

BERWYN PARK DISTRICT
Cook County, Illinois

CITY OF BERWYN
Cook County, Illinois

By: _____
President

By: _____
Mayor

Attest: _____
Secretary

Attest: _____
Clerk

SEAL

SEAL

J. J.
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

April 27, 2010

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

Re: Intergovernmental Agreement
Urban Park

Ladies and Gentlemen:

The attached Intergovernmental Agreement between the City of Berwyn and the Berwyn Park District, is being submitted for your consideration.

This Agreement provides for the City to lease Urban Park to the Park District.

The Law Department, along with the Mayor and the Berwyn Park District are collectively requesting your concurrence in the adoption and approval of this Agreement.

Anthony T. Bertuca
Respectfully submitted.

Anthony T. Bertuca
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR LEASE OF LAND

THIS AGREEMENT is made this ____ day of _____, 2010, between the Berwyn Park District, Cook County, Illinois (the "Park District") and the City of Berwyn, Cook County, Illinois (the "City");

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves, and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides, inter alia, that "(A)ny power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State..."; and

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) provides that municipalities, including park districts and City's, may transfer real property to each other upon such terms as their corporate authorities may agree upon; and

WHEREAS, the Park District finds that it is necessary and desirable to acquire and develop additional park land/ open space for use by the public and the residents of Berwyn in proximity to Urban Park; and

WHEREAS, the City is the owner of certain real estate ,commonly know as Urban Park, located at 6647 26th Street; and

WHEREAS, the City is willing to lease Urban Park to the Park District, in exchange for the consideration provided for herein and subject to and under the terms of this Agreement; and

WHEREAS, the parties contemplate that the exchange of real estate and consideration will be accomplished pursuant to the aforesaid Local Government Property Transfer Act.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which is acknowledged by the parties hereto, it is hereby agreed as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1.

2. **USE OF PREMISE.**

- a) The Park District and City acknowledge that the purpose and intent of this Agreement is to transfer control, development, operations, and maintenance Urban Park owned by the City to the Park District to serve the residents of the Park District and City.
- b) The Park District shall use the premises only for Park District public recreation purposes, and during the term of the lease shall make no use of the premises whatsoever unless such use is a part of, accessory to or ancillary to the use of the premises as a Park District for public recreational purposes.
- c) The Park District shall not use or occupy or permit the premises to be used or occupied in a manner that violates any applicable statute, rule, order, ordinance, or other mandated legal requirement. The Park District shall not use or maintain the premises or permit the premises to be used or maintained in a manner that constitutes a public or private nuisance or waste. The Park District shall procure and maintain all licenses, permits and other authorizations required for its permitted use and occupancy of the premises.

3. **LEASE OF LAND.** Subject to the terms of this Agreement, the City agrees to lease to the Park District the land (the "Leased Premises"), which is legally described on Exhibit A and depicted on Exhibit B, which are attached hereto and incorporated herein by reference.

4. **TERM.** The lease shall be for a period of 99 years, with the option to renew at the end of such time for such additional periods of time as may be mutually agreeable to the parties, and will begin upon transfer of possession of the Leased Premises to the Park District.

5. **RENT.** The Park District agrees to pay the City One Dollar (\$1.00) per year for base rent for the Subject Property. The base rent for the entire term shall be paid prior to transfer of possession. Any additional rent shall be paid within thirty (30) days after the City invoices the Park District.

7. **ENVIRONMENTAL CONCERNS.** The CITY shall defend, indemnify, and hold harmless the Park District and its officers, agents, employees and representatives from and against all liability, demands, claims, actions, or causes of action, notices of violation, assessments, losses, fines, penalties, costs, damages, and expenses, including but not limited to reasonable attorneys' fees, including, without limitation, those asserted by any federal, state or local governmental entity, or any third party, as a result of or arising out of or related to the environmental conditions on the LEASED PROPERTY; except to the extent any environmental condition is caused in whole by any negligent or wrongful act or omission of the Park District or its officers, agents, employees, representatives, or contractors. .

"Environmental conditions" means any contamination arising out of, relating to, or resulting from emissions, discharges, disseminations, disposals, releases, or threatened releases of hazardous substances into the air (indoor and outdoor), surface water, ground water, soil, land surface or subsurface, buildings, facilities, real or personal property, or fixtures. "Hazardous" substances means any pollutants; contaminants; toxic, hazardous, or extremely hazardous

substances, materials, wastes, constituents, compounds, or chemicals; natural or man-made elements (including, without limitation, petroleum or any by-products or fractions thereof); any form of natural gas; Bevill Amendment [42 U.S.C. §6921(b)(3)(A)(ii)] materials; lead; and polychlorinated biphenyls (PCBs) and PCB-containing equipment regulated by, or may form the basis of liability under, any environmental laws. Environmental laws” means, without limitation, Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601, et seq.; the Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA), 42 U.S.C. §§11001, et seq.; the Resource Conservation and Recovery Act of 1976 (RCRA), Pub.L. No. 94-580, 90 Stat. 2795; the Clean Air Act; the Clean Water Act (Federal Water Pollution Control Act); and the Safe Drinking Water Act of 1974, 42 U.S.C. §300f, et seq., as any of the above statutes are or may be amended at any time and all rules and regulations promulgated pursuant to any of the above statutes, and any other foreign, federal, state or local law, statute, ordinance, rule, or regulation governing environmental conditions, as the same are or may be amended at any time and all applicable judicial and administrative decisions, orders, and decrees relating to environmental conditions.

The Park District and its officers, agents and employees shall be named as additional insureds on any policies of insurance maintained by the CITY pertaining to environmental conditions or liability on the LEASED PROPERTY. Additionally, CITY shall provide a copy of certificate of insurance and additional insured endorsement.

8. POSSESSION. Possession shall be transferred to the Park District upon execution of this Agreement, and payment of the base rent.

9. PARK DISTRICT RESPONSIBILITIES

The Park District and City agree that the Park District will be responsible for the design, construction on the Leased Premises to serve the public, and particularly the residents of the Park

District and City. The Park District and City agree that the Park District will be responsible for maintenance on the Lease Premises to serve the public, and particularly the residents of the Park District and City.

10. CITY RESPONSIBILITIES

The Park District and the City agree that the City shall pay the following costs associated with the Project:

(a) Any and all costs associated with the initial supply and subsequent use of electrical supply and use.

(b) Any and all costs associated with the supply and use of water and sewer on the Leased Premises;

(c) Any other reasonable costs the Park District and the City agree to in writing.

11. SHARED RESPONSIBILITIES.

Any other reasonable costs and duties the Park District and the City mutually agree to split in writing; The Park District and City shall remain responsible for the timely payment of their respective costs contemplated herein.

12. MAINTENANCE.

The Park District agrees to at its sole cost and expense, during the entire term of this lease to:

- a) Maintain and pay for all necessary maintenance for the premises
- b) Maintain, renovate, repair, and keep in good order and repair the premises as necessary.
- c) Keep the premises in a clean and wholesome condition, and at all times fully and promptly comply with all valid health and police regulations in force.

- d) Keep the improvements at any time situated upon the premises, and all sidewalks adjacent thereto, safe and secure and conforming to the requirements of the City and all other public authorities, and will make at its sole cost and expense, all additions, improvements, alterations, and repairs on the premises required by any lawful authority, and will keep the City harmless and indemnified at all times against any loss, damage, cost, or expense by reason of the failure so to do in any respect of by reason of any accident, loss or damage resulting to persons or property from any intended and permitted use which may be made of the premises, or of any improvements at any time situated thereon.
- e) Promptly comply with all laws and ordinances and the applicable lawful orders, rules, regulations and requirements of all Federal, State and Municipal Governments and appropriate departments, commissions, boards, and officers thereof, and the applicable lawful order, rules and regulations of the Board of Fire Underwriters where the premises are situated, or any other body or bodies hereafter constituted exercising similar functions, for the repairs or alterations which may be applicable to the premises, the fixtures thereof, or the appurtenances thereto.

13. INSURANCE

- a) The Park District agrees that it will at all times during the term of this lease, at its sole cost and expense, carry and maintain for the protection of the Park District and the City, its agents, officers and employees thereof, policies of insurance or self-insurance through participation in a risk management pool, as follows:

Commercial general liability insurance policy insuring against all classes for bodily injury and death, and for all damage or injury to or

destruction of property occurring in, on, or about the premises or upon the sidewalks adjacent to the premises with limits of not less than \$2,000,000 combined single limit per occurrence, subject to inflationary increases as required by the City in subsequent years.

The Park District shall maintain on file with the City during the term of this lease current certificates and certified copies of the actual endorsements extending coverage which state that the Park District has obtained the insurance coverage required under Subsection 13a) of this Section and that such insurance coverage remains in force. City shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to City.

14. INDEMNIFICATION

a) To the fullest extent permitted by law the Park District agrees to indemnify and hold the City and all officials, agents, and employees harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or management of or from any work or thing whatsoever done in or about the Premises and will further indemnify and hold the City harmless against and from any condition on the premises, or arising from any breach or default on the part of the Park District in the performance of any covenant or agreement on the part of the Park District to be performed, pursuant to the terms of this Lease, or arising from any negligent or intentional

act or omission of the Park District or any of its agents, officers, contractors, servants, employees, or licensees, or arising from any accident, injury, or damage except to the extent any such accidents, injuries, or damages result from the negligence of the City, whatsoever caused to any person, firm, or corporation, occurring during the term of this lease, in or about the Premises, or upon the sidewalks, adjacent thereto, and from any and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim, the Park District, upon notice from the City covenants to resist or defend such action or proceeding by counsel reasonable satisfactory to the City.

b) The Park District covenants and agrees to pay, and indemnify the City against, all legal costs and charges, including attorneys' fees, lawfully and reasonably incurred in obtaining possession of the Premises after default of the Park District or upon the expiration or earlier termination of the term of this Lease or in enforcing any agreement of the Park District in this Lease contained.

16. APPROVAL. Pursuant to the requirements of the Local Government Property Transfer Act, the parties represent that they have adopted the necessary Ordinances and Resolutions, and this Amendment, by a majority vote of at least two-thirds (2/3) of the members of their respective governing boards, such vote having been taken at a duly convened public meeting, and that the officers who have executed this Amendment below are the duly elected President and Secretary of such boards, and are authorized to act on behalf of their respective governing board.

18. ZONING. The Park District and City agree to cooperate in all applications, hearings and conditions necessary to obtain all necessary zoning approvals for future redevelopment of the parcel.

19. **MUTUAL ASSISTANCE.** The Park District and City agree to do all things necessary or appropriate to carry out the terms and provisions of this Section and to aid and assist each other in furthering the objectives of this Section and the intent of the parties as reflected by the terms of this Section, including, without limitation, the giving of such notices, the holding of such hearings, the enactment by the parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Section, and as may be necessary to give effect to the objectives of this Section.

21. **COVENANT OF QUIET ENJOYMENT.** The City covenants that if and so long as the Park District pays the rent and all other charges provided for herein, and performs all of its obligations provided for herein, the Park District shall at all times during the term hereof peaceably, have, hold and enjoy the Leased Premises, without any interruption or disturbance from the City, or any one claiming through or under the City, subject to the terms hereof.

22. **CHANGES AND ALTERATIONS BY PARK DISTRICT.** The Park District shall have the right at any time and from time to time during the term of this lease to make such changes and alterations to the Premises as they shall deem necessary or desirable, which changes and alterations shall be made in all cases subject to the following conditions, which the Park District covenants to observe and perform:

a) No change or alteration shall be undertaken until the Park District has procured, so far as the same may be required from time to time, all permits and authorizations of the various State and Municipal departments or other governmental or quasi-governmental authorities having jurisdiction, and the Park District agrees to join in the application for such permits or authorizations whenever such action is necessary. The City agrees to waive all municipal building permit fees related to the parcel.

b) All work done in connection with any change or alteration shall be done promptly and in good workmanlike manner and in compliance with the building and zoning laws of the City of Berwyn or other governmental or quasi-governmental authority having jurisdiction and with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof.

c) All costs incurred by the Park District as a result of any change or alterations shall be paid in full and in a timely manner by the Park District.

d) All contractors employed by the Park District shall secure the necessary licensing and bonding as required by the City.

23. ASSIGNMENT AND SUBLETTING

a) Park District will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of the City in each instance. The consent of the City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

b) All of the provisions and limitations contained in this section, as well as the rest of this lease, shall continue in full force and effect as to the Park District herein and as to any assignee or subleasee under any assignment or sublease hereinabove provided for; and in connection with any such permitted further assignments, the subleasees and the Park District shall remain jointly and severally liable together with all other parties who shall be jointly and severally liable under any prior assignment, for the full and complete performance of all the covenants and conditions required to be kept and performed by the Park District hereunder.

24. **PARK DISTRICT'S RIGHTS UPON TERMINATION.** In the event that the City terminates this lease without cause prior to the expiration hereof, the Park District's remedy shall be the return of any pre-paid rent, along with the option to remove any and all property or equipment it has installed on the Leased Premises, or to invoice the City for the prorated costs for the remaining useful life of such improvements along with any costs the Park District incurred in the design and construction of the park site.

25. **SUCCESSORS AND ASSIGNS.** The Park District and the City each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement. Except as set forth above, the Park District and the City shall not assign, sublet or transfer their respective interests in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Park District or the City.

26. **RIGHT OF FIRST REFUSAL.** In the event that the City desires to sell the Leased Premises, the Park District shall have the right of first refusal for the purchase of the Leased Premises.

27. **NO DUTY TO THIRD PARTIES.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity, who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or the City and/or any of their respective officials, officers and/or employees.

28. **RECORDING.** This Agreement shall be recorded with the Recorder of Deeds of Cook County, Illinois, upon execution of this Agreement. The cost of recording shall be paid by the Park District.

29. **REMEDIES.** In the event of a breach hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under this Agreement, including the right to reimbursement for reasonable attorney's fees.

30. **COMPLIANCE WITH LAWS.** The Park District shall comply with all applicable codes, laws, ordinances and regulations of the Berwyn Park District, the City of Berwyn, Cook County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, any and all applicable competitive bidding, public contracting, building, construction, environmental, employment, civil rights, public finance, laws, rules, regulations, codes and orders applicable to any work performed on the Leased Premises as agreed to by the parties in this Agreement or any future amendments to this Agreement.

31. **MISCELLANEOUS PROVISIONS.**

31.1 *Notices.* All notices required hereunder shall be in writing and must be served either personally or by registered or certified mail, return receipt requested, addressed as follows:

To the Park District: President, Board of Park Commissioners
Berwyn Park District
3701 S. Scoville Avenue Berwyn, Illinois 60402

To the City: Mayor, City of Berwyn
City of Berwyn 6700 W. 26th Street
Berwyn, Illinois 60402

31.2 *Entire Agreement and Modification.* This Agreement, including the Exhibits attached hereto, represents the entire agreement between the parties hereto. This Agreement may not be modified except in writing and signed by each of the parties hereto.

31.3 *Headings.* The headings of the various sections of this Agreement are not intended as interpretations or construction of any such section, but are used for purposes of convenience or reference only.

31.4 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

31.5 *Time.* Time is of the essence of this Agreement.

31.6 *Severability.* If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

BERWYN PARK DISTRICT
Cook County, Illinois

CITY OF BERWYN
Cook County, Illinois

By: _____
President

By: _____
Mayor

Attest: _____
Secretary

Attest: _____
Clerk

SEAL

SEAL

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

April 27, 2010

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

Re: Amendment to Animal Ordinance
Chapter 616 Section 616.07 B
License Tax; Tags – Dogs & Cats

Ladies and Gentlemen:

The attached Ordinance amends Chapter 616 section 616.07 B to adopt the fee increases which were approved by this Council.

It is the recommendation of the Law Department that this Amended Ordinance be adopted.

Respectfully submitted,

Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN

THE CITY OF BERWYN, ILLINOIS

ORDINANCE

NUMBER _____

**AN ORDINANCE AMENDING CHAPTER 616 SECTION 616.07 B OF THE
CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS, REGARDING ANIMAL LICENSE TAX**

ROBERT J. LOVERO, Mayor

THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN

JEFFREY G. BOYAJIAN

MARGARET PAUL

MICHELE D. SKRYD

CESAR A. SANTOY

THEODORE J. POLASHEK

RAFAEL AVILA

NORA LAURETO

Aldermen

AN ORDINANCE AMENDING CHAPTER 616 SECTION 616.07 B OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, REGARDING ANIMAL LICENSE TAX

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the “Corporate Authorities”) have adopted an Animal License Tax Ordinance, which has been amended from time to time; and

WHEREAS, the Corporate Authorities desire to increase the license fees as set forth below; and

WHEREAS, the Corporate Authorities determine that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below,

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

SECTION 1: That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2: That Chapter 616, section 616.07 B of the Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

§ 616.07 DOGS AND CATS.

(A) *Impounding animals running at large and unlicensed animals.* Any dog, cat or other animal found running at large, as set forth in § 616.02, or a dog or cat for which the annual license

fee has not been paid, as provided in division (b) of this section, shall be impounded by the Police Department.

(1) Notice of impoundment. The animal control officer, or such other person as may from time to time be designated, shall immediately upon receiving or impounding any animal make a complete registry, entering the breed, color, and gender of such animal and whether licensed or not. If licensed or chipped, the animal control officer shall include the main address of the owner and the number of the license tag if known and shall give notice forthwith to the owner informing him or her of the impounding of the animal. The animal control officer shall make every reasonable attempt to contact the owner as soon as possible. The animal control officer shall give notice of not less than seven calendar days to the owner, if known, prior to the transfer of the animal to a no-kill shelter. Such notice shall be mailed to the last known address of the owner if available. Testimony of the animal control officer, or his authorized agent, who mails such notice shall be evidence of the receipt of such notice by the owner of the animal.

(2) Redemption of impounded licensed animals. When any licensed animal is impounded as provided for in this chapter, it may be redeemed by its owner upon payment of all applicable fees, penalties and costs as set forth in this Code, including a fee equal to the cost per day to board and care for such animal for each day the animal has been impounded. If such animal is not redeemed by the owner within seven calendar days after the notice of impoundment is sent to the owner, the animal control officer shall transfer the animal to a no-kill shelter.

(3) Redemption of impounded unlicensed animals. Every animal that is impounded as provided for in this chapter, for which no license or identification has been obtained, shall be held for four calendar days before being transferred to a no-kill shelter. Any person desiring to redeem an animal so impounded may do so by paying the applicable fees, penalties and costs as set forth in § 616.99, plus the license fee for the current license year and a reasonable fee to cover the cost of housing and feeding such animal. No such animal shall be released without being neutered/spayed and chipped or without a written agreement from the person desiring to redeem the animal. The agreement will state that the animal will be neutered/spayed and chipped, and, if applicable, the animal shall also be inoculated for rabies. Vaccination and other veterinary costs may be assessed to the person redeeming the animal.

(4) Redemption of dangerous animals. In the case of an animal that has been determined to be dangerous, as defined in § 616.01, the animal may not be redeemed unless the owner supplies proof that such animal will not thereafter be kept or housed in the city, including the exact location where such animal will be kept so that the city may provide the applicable governmental authorities with notice of the animal's new location and the city's dangerous dog declaration (referenced in § 616.04).

(5) Injured animals. Any injured animal which has been impounded may be given medical treatment or if deemed seriously ill or injured by an animal officer certified by the National Animal Control Association or a licensed Illinois veterinarian may be humanely dispatched by and under the direction of a licensed Illinois veterinarian or an animal officer certified by the National Animal Control Association in accordance with applicable law. The fee or charges for such veterinary services shall be deemed to be and shall be included as a cost and expense incurred in the impoundment of such animal.

(6) Adoption. The city and its agents and contractors shall make a good faith effort to place any unredeemed animal with an appropriate individual or individuals for adoption or with a humane society or other agency which has, as one of its primary purposes, the placement of animals for adoption. Such agencies shall be licensed as required by state and/or local law. Notwithstanding the foregoing, any unredeemed or unlicensed animal which has been examined by a licensed

veterinarian or an animal officer certified by the National Animal Control Association and found by same to be seriously ill or injured or dangerous may be immediately euthanized.

(B) *License tax; tags.* Every person who owns, keeps or harbors a dog or cat in the city shall register the same with the City Collector and pay to the Collector annually, or upon acquiring a dog or cat not previously registered, an annual license fee of ~~\$10~~ \$5 per animal. The owner of any cat or dog not registered with the city shall be fined no less than \$75 for each animal impounded by the city for any purpose.

SECTION 3: It is hereby declared to be the intention of the Mayor and City Council of the City of Berwyn that the several provisions of this ordinance are separable.

SECTION 4: This Ordinance, and its parts, are declared to be severable and any section, clause, provision, or portion of this Ordinance declared invalid, the invalidity thereof shall not affect the validity of any other provisions of this Ordinance which shall remain in full force and effect.

SECTION 5: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage approval and publication as provided by law.

INTENTIONALLY LEFT BLANK

ADOPTED this ____ day of April, 2010, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor on April _____, 2010.

Robert J. Lovero

MAYOR

ATTEST:

Thomas J. Pavlik

CITY CLERK

J-4

RESOLUTION NO. 2010 - _____

APPROVAL OF A SUBSTANTIAL AMENDMENT TO THE CITY OF BERWYN'S 2009 ACTION PLAN ELEMENT OF THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG), AND FOR AUTHORIZATION TO SUBMIT SAME TO APPROPRIATE AGENCIES

WHEREAS, the City of Berwyn ("Berwyn") 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 and affairs; and

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

WHEREAS, the City of Berwyn's 2009 Action Plan Element of the City of Berwyn's Consolidated Plan for CDBG Funds was previously approved by the City of Berwyn through Resolution 2009 – 062309-2, on June 23, 2009 ("2009 Action Plan"); and

WHEREAS, the 2009 Action Plan allocated \$250,000 in CDBG funds for Economic Development, and as of this date none of those funds have been encumbered; and

WHEREAS, property necessary for completion of the "Phase II – 16th Street Fire Station Improvements" ("Phase II Improvements") has become available for purchase, and said Phase II Improvements will greatly increase the Fire Station's ability to protect the health, safety and welfare of the residents of the City of Berwyn; and

WHEREAS, the 16th Street Fire Station was recognized as a high priority improvement that will benefit the residents of areas targeted for community development activities and services under the City's current Consolidated Plan; and

WHEREAS, the Mayor and the City Council have determined it is in the best interest of the City of Berwyn to amend the 2009 Action Plan by reallocating \$150,000 from the Economic Development allocation, to an allocation of \$150,000 for the acquisition and demolition of property necessary for the implementation of the Phase II Improvements; and

WHEREAS, a 30 day public comment period will begin on April 28, 2010, the Substantial Amendment being duly posted, and a Public Hearing being held on April 29, 2010 at 10:00AM at the 16th Street Community Center located at 6420 W. 16th Street, Berwyn, IL 60402, and in accordance with federal regulations governing the development of consolidated plans, all comments will be included in the final draft of the Substantial Amendment, along with responses to the comments; and

WHEREAS, after due deliberation the City Council finds it would be in the best interest of Berwyn to approve the Substantial Amendment.

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

SECTION 1:

That the Corporate Authorities of the City of Berwyn hereby approve the Substantial Amendment to the Consolidated Plan 2009 Action Plan Element in substantially the same format as follows:

Reallocate: \$150,000.00

From: Economic Development

To: Phase II - 16th Street Fire Station Improvements, for the acquisition and demolition of property required for said improvements,

and said Substantial Amendment is hereby authorized to be submitted as required.

SECTION 2:

That the Mayor and City Clerk are hereby directed and authorized to sign and submit the Substantial Amendment, and any additional documentation required.

SECTION 3:

That the Mayor and City Clerk are hereby directed and authorized, upon approval and funding to enter into all other contracts and agreements necessary and proper to fully implement this Substantial Amendment.

SECTION 4:

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

PASSED this 27th day of April, 2010.

Thomas J. Pavlik, City Clerk

Voting Aye: _____

Voting Nay: _____

Absent: _____

Abstain: _____

Deposited in my office this 27th day of April, 2010.

Thomas J. Pavlik, City Clerk

APPROVED this 27th day of April, 2010

Robert J. Lovero, Mayor



The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief
788.788.2660 ext 3280

6700 West 26th Street * Berwyn, Illinois 60402-0701 *Fax 708.788.3039

April 21, 2010

**To: Mayor Robert Lovero
Member of City Council**

From: Fire Chief Denis O'Halloran

Re: Commendations for Firefighters Action at a Fire on April 10, 2010 located at 1907 S. Euclid Ave Berwyn.

On April 10, 2010 at 10:59 pm. the Berwyn Fire Department Platoon 3, Gold shift, responded to a report of an apartment fire 1907 S. Euclid Ave. Upon arrival responding units found a heavy fire in the third floor rear apartment. Firefighting operations were initiated. The North Station Engine 902 under the command of Lieutenant Ken Fron dropped hose and secured a water supply at the hydrant. Acting Engineer Robert Fejt and Firefighter Russell Marzullo assisted. Command was established by Deputy Chief Richard Swade. The hose was brought up to the third floor with the assistance of other responding Firefighters. Truck 904 under the Command of Lieutenant James Wojnarowski crew was split up and performed other duties to assist in the advancement of the hose up a complicated rear stairwell. Once the rear apartment door was forced open and fire was knocked down, two members of truck 904 Lt. Wojnarowski and Firefighter William Glaser assisted by firefighter Russell Marzullo began a primary search of the building. During the primary search two unconscious victims were found. The victims were removed and brought down to the Berwyn ambulances for treatment and subsequently to Loyola Hospital.

I have issued certificates of Commendations for Lieutenant Ken Fron, Lieutenant James Wojnarowski, Firefighter Russell Marzullo and Firefighter William Glaser in recognition for their bravery and outstanding performances. I would be remised by not mentioning the other responding members of the shift for their team work that lead to the successful results in removing the victims to safety and saving their lives. The condition of the victims is improving daily.



The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief
708.788.2660 ext 3250

6700 West 26th Street * Berwyn, Illinois 60402 0701 * Fax 708.788 3039

The other members of the team including the Command staff, are also receiving Honorable Mention certificates for performing their duties while at the scene of this fire. The quick actions of the Firefighters by extinguishing the fire, rescuing the victims, and stopping the spread of the fire, led to only two families in a 17 unit apartment building being displaced.

I would like to thank Mayor Lovero, and Members of the City Council for supporting us in our Mission of protecting the Citizens of Berwyn. We all should be proud of the members of the Berwyn Fire Department.

Respectfully submitted,

Fire Chief Denis O'Halloran

The City of Berwyn



Robert P. Schiller
Director of Public Works

5-6

A Century of Progress with Pride

April 21, 2010

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

Re: Recommendation of disposal of: 1995 Crown Victoria, 2 - 1994 Ford L8000 Dump Trucks, 9 Baker-Flink Snow Plows from Public Works and one 1996 Ford Taurus from the Building Department.

The above mentioned reserve vehicles and equipment have fallen into disrepair. The cost to repair the vehicles is beyond their value, therefore, I am requesting that said vehicles be declared as surplus and sold.

The following is all pertinent information on each of the vehicles;

1995 Ford Crown Victoria V.I.N. 2FALP71W35X135391 74,000 MILES; Needs exhaust work.

1994 Ford L8000 V.I.N. 1FDYW82E85VA09278, odometer reads 26,700 miles (not original); Transmission is bad, body and dump body are rusted through. Body parts are no longer available.

1994 Ford L8000 V.I.N. 1FDYW82E65VA09277, odometer reads 25,800 miles (not original); Engine is bad, body and dump body are rusted through. Body parts are no longer available.

1996 Ford Taurus V.I.N. 2FALP71W35X135391 42,000 MILES; Needs transmission and front end work.

Staff will research methods of disposal for each unit including sale by auction, trade-in and sell as scrap. City ordinances require the Finance Director draft a resolution declaring these items surplus and set forth the method of their disposal.

Recommended Action

Staff recommends the City Council allow the Finance Director to draft a resolution declaring these items surplus and allow for their disposal.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. Schiller', is written over the typed name.

Robert Schiller
Director of Public Works

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

April 21, 2010

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

Re: Re: 2010 Seasonal Plantings and Upkeep recommendation to award.

On April 13, 2010 staff was authorized by City Council to proceed with the Request for Proposals for the 2010 Seasonal Landscape Maintenance for the Cermak Road, Ogden Avenue and Depot Districts. Bids from two (2) vendors were opened on April 22, 2010. The bidders were Brancato Landscaping Inc. and Bryan Davids Landscaping & Maintenance Contractor Inc. Please note the table below indicating the proposed costs for each area by vendor.

	BRYAN DAVIDS LANDSCAPING	BRANCATO LANDSCAPING
Ogden Avenue	\$15,800.00	\$14,825.00
Depot District	\$15,720.00	\$13,820.00
Cermak Road Area	\$19,545.00	\$21,245.00

Each bidder has a clear understanding of the scope of services required and is committed to providing quality service to the City. After evaluating each proposal, staff recommends each area be awarded independently.

Recommended Actions:

Therefore staff recommends award of the Ogden Avenue at an annual cost of \$14,825.00 and the Depot District area to the low bidder Brancato Landscaping at an annual cost of \$13,820.00. Staff recommends that the Cermak Road area be awarded to the low bidder Bryan Davids Landscaping at an annual cost of \$19,545.00.

This contract is budgeted in the 26.35.5300 Public Works Landscape Maintenance account.

Respectfully,

Robert Schiller
Director of Public Works

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

April 21, 2010

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

Re: 2009 Asphalt Alley Improvements
Recommendation to approve Change Order #1 and Contractor Pay Estimate number 4/final.

A-Lamp Concrete Contractors, Inc. was selected in 2009 to complete the above mentioned project. A-Lamp has completed all of the work originally associated with this project and is 100% complete. Staff has reviewed the attached pay estimate number 4 / final and concurs with the attached letter prepared by John Fitzgerald, P.E. from Frank Novotny and Associates recommending approval of this payment in the amount of \$9,207.89 to A-Lamp Concrete Contractors, Inc. This project was budgeted and funded within the 2009 Motor Fuel Tax budget account number 215-5400-02.

During the construction, there were several unforeseen items such as changes in patching quantities, crack filling quantities and manhole adjustments that differed from the original estimate. These variations from the original estimated quantities were realized by the efforts of our resident engineer who provided construction observation and inspection. Surprisingly, the above item caused a net REDUCTION of this project by \$61,650.50. There was less asphalt used than anticipated. The total contract reduction is 11.81% of the project. Frank Novotny & Associates, Inc. has provided the attached information regarding this change order and has initiated this change order request.

Recommended Actions:

Staff concurs with the recommendation of Frank Novotny & Associates, Inc. and recommends the City Council approve Pay Estimate #4 / final in the amount indicated above and Change Order number 1 – a **reduction** of \$61,650.50 for services.

Additionally, staff would like to recognize the efforts of Mr. Tom Brandstedt the Resident Engineer from Frank Novotny & Associates, Inc. for completing this project with a substantial savings to the City. .

Respectfully,

Robert Schiller
Director of Public Works



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

*Civil Engineers/
Municipal Consultants*

April 15, 2010

Mr. John Wysocki
Director of Finance
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

Re: **2009 Asphalt Alley Improvements
Engineer's Payment Estimate No. 4 & Final**

Dear John:

This letter is to certify that A. Lamp Concrete Contractors, Inc. has furnished labor and materials for the above-captioned project in accordance with the attached "Engineer's Payment Estimate No. 4 & Final".

The Contractor has completed all work associated with this project in accordance with the Contract Specifications. Therefore, we recommend the payment of **\$9,207.89** to **A. Lamp Concrete Contractors, Inc., 800 W. Irving Park Road, Schaumburg, IL. 60193**, to be paid in accordance with the terms of their Contract. Also enclosed is a copy of the "Final Waiver of Lien" for the payment amount.

Two (2) copies of a "Request for Approval of Change in Plans" are also enclosed. Please have the Mayor sign both copies of the Change Order, retain one (1) copy for your files, and return one (1) copy to our office.

If you should have any questions, please feel free to contact me.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce

Enclosure

cc: Mr. Robert Schiller, Director of Public Works, w/Enc.
A. Lamp Concrete Contractors, w/Enc.
File No. 08281

PAYMENT ESTIMATE

OWNER: City of Berwyn
PROJECT DESCRIPTION: 2009 Asphalt Alley Improvements

PROJECT NO : 08281

PAYMENT TO: A. Lamp Concrete Contractors, Inc., 800 W. Irving Park Road, Schaumburg, IL. 60193

ESTIMATE NO.: 4 & Final **FROM:** January 12, 2010 **TO:** April 9, 2010

Item No	Description	Awarded					Approved For Payment		
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Amount
1	Concrete Surface Removal, 1-1/2"	S.Y.	19400	\$ 63,050.00			19400	\$ 3.25	\$ 63,050.00
2	Hot-Mix Asphalt Pavement Patching, Type I, 8"	S.Y.	100	8,000.00		30	70	80.00	5,600.00
3	Hot-Mix Asphalt Pavement Patching, Type II, 8"	S.Y.	500	37,500.00		75	425	75.00	31,875.00
4	Hot-Mix Asphalt Pavement Patching, Type III, 8"	S.Y.	1000	70,000.00		594	406	70.00	28,420.00
5	Hot-Mix Asphalt Pavement Patching, Type IV, 8"	S.Y.	500	32,500.00		179	321	65.00	20,865.00
6	Bituminous Materials (Prime Coat)	GAL.	2000	4,000.00		258	1742	2.00	3,484.00
7	Aggregate (Prime Coat)	TON	20	20.00		20		1.00	
8	Mixture for Cracks, Joints and Flangeways	TON	25	8,750.00	14		39	350.00	13,650.00
9	Hot-Mix Asphalt Surface Course, Mix C, N50	TON	1975	187,625.00	18		1993	95.00	189,335.00
10	Strip Reflective Crack Control Treatment	FOOT	11000	14,300.00		1565	9435	1.30	12,265.50
11	Sewer Spot Repair, 9"	FOOT	20	2,000.00			20	100.00	2,000.00
12	Sanitary Sewer for Services, 6"	FOOT	10	650.00			10	65.00	650.00
13	Wye Branches, 8" x 6"	EACH	1	1,500.00	1		2	1,500.00	3,000.00
14	Manholes to be Adjusted	EACH	22	7,700.00		12	10	350.00	3,500.00
15	Manholes to be Reconstructed	EACH	9	11,250.00	1		10	1,250.00	12,500.00
16	Manholes, Type A, 4' Dia.	EACH	2	6,000.00		1	1	3,000.00	3,000.00
17	Frames & Lids, Type 1, Closed Lid	EACH	3	1,200.00			3	400.00	1,200.00
18	Trench Backfill	C.Y.	20	1,000.00			20	50.00	1,000.00
19	Traffic Control and Protection	L.S.	1	50,000.00			1	50,000.00	50,000.00
20	Insurance Provisions - Complete	L.S.	1	15,000.00			1	15,000.00	15,000.00
TOTAL :				\$ 522,045.00					\$ 460,394.50

RECOMMENDED FOR PAYMENT BY:

FRANK NOVOTNY & ASSOCIATES, INC.

BY: John E. Fitzgerald, P.E.

DATE: April 12, 2010

Total Value of Completed Work \$ 460,394.50

Less 0% Retained \$ -

Sub-Total \$ 460,394.50

Less Payment Estimate Nos. 1 - 3..... \$ 451,186.61

TOTAL THIS PAYMENT ESTIMATE NO. 4..... \$ 9,207.89
& FINAL

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

} SS

Gty # #29049 - PAY EST #4

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by CITY OF BERWYN
to furnish ASPHALT IMPROVEMENTS
for the premises known as CITY OF BERWYN - 2009 ASPHALT ALLEY IMPROVEMENT PROJECT
of which CITY OF BERWYN is the owner.

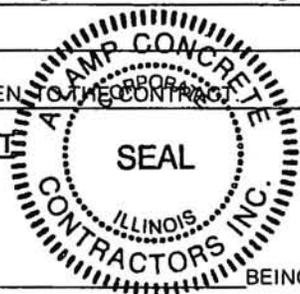
THE undersigned, for and in consideration of Nine Thousand Two Hundred Seven and 89/100 Dollars
(\$9,207.89) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,
heretofore furnished, or which may be furnished at anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE April 10, 2010

COMPANY NAME A Lamp Concrete Contractors, Inc.

ADDRESS 800 W. Irving Park Road, Schaumburg, IL 60193

SIGNATURE AND TITLE: Macy Baker
Macy Baker, Accounts Receivable



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

} SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Macy Baker BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Accounts Receivable OF
(COMPANY NAME) A Lamp Concrete Contractors, Inc. WHO IS THE
CONTRACTOR FURNISHING ASPHALT IMPROVEMENTS WORK ON THE BUILDING
LOCATED AT VARIOUS ALLEYS, BERWYN, IL 60402
OWNED BY CITY OF BERWYN

That the total amount of the contract including extras* is \$460,394.50 on which he or she has received payment of \$451,186.61 prior to this
payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity
of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties
having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become
due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
A. Lamp Concrete Contractors, Inc	CONCRETE	262,743.47	254,651.58	8,091.89	0.00
America Material Sales, Inc	MILLING	66,561.25	66,561.25	0.00	0.00
Chicago Material Corp	ASPHALT	741.60	741.60	0.00	0.00
Crowley-Sheppard Asphalt, Inc	HMA SURF CRSE	16,494.84	16,494.84	0.00	0.00
DuPage Material Company	HMA SURF CRSE	101,419.65	101,419.65	0.00	0.00
Kieft Brothers, Inc	DRAINAGE	2,723.95	2,723.95	0.00	0.00
Const. & Geotechnical Mat. Testing	MATERIAL INSPECT / TEST	5,229.80	5,229.80	0.00	0.00
Neenah Foundry Company	DRAINAGE	2,232.00	1,116.00	1,116.00	0.00
Orange Crush LLC	PRIME COAT	210.00	210.00	0.00	0.00
Road Fabric, Inc	ASPHALT	1,100.00	1,100.00	0.00	0.00
HD Supply Waterworks	DRAINAGE	756.66	756.66	0.00	0.00
Vulcan Material Co	DRAINAGE	181.28	181.28	0.00	0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		460,394.50	451,186.61	9,207.89	0.00

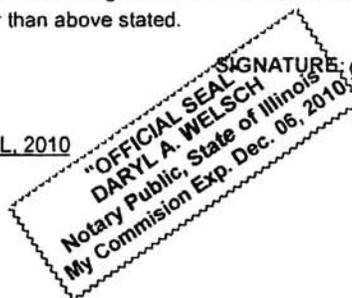
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work
of any kind done or to be done upon or in connection with said work other than above stated.

DATE April 10th, 2010

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF APRIL, 2010

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE

ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



SIGNATURE: Macy Baker
Macy Baker, Accounts Receivable

Daryl A. Welsh
NOTARY PUBLIC

A Lamp Concrete Contractors, Inc.

800 W. Irving Park Road
Schaumburg, IL 60193

Phone (847)891-6000 Fax (847)891-6100

Customer ID 931

ACCOUNTS PAYABLE
CITY OF BERWYN
6700 WEST 26TH STREET
BERWYN, IL 60402

Phone (708)788-2660 Fax (708)788-2675
PAY EST # 4 ~ FINAL

Invoice # 13045

Date 04/10/2010 Page # 1

Job ID 29049

BERWYN-2009 ASPHALT ALLEY
IMPROVEMENTS
VARIOUS ALLEYS
BERWYN, IL 60402

PO# PROJECT #08281

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
7999	BALANCING CHANGE ORDER - FINAL				
9001	CONC SURF REM 1.5"	19,400.00 SY		\$3.25	\$63,050.00
9002	HMA PAV PATCH TY I 8"	70.00 SY		\$80.00	\$5,600.00
9003	HMA PAVE PATCH TY II 8"	425.00 SY		\$75.00	\$31,875.00
9004	HMA PAV PATCH TY III 8"	406.00 SY		\$70.00	\$28,420.00
9005	HMA PAVE PATCH TY IV 8"	321.00 SY		\$65.00	\$20,865.00
9006	BIT MAT PRIME COAT	1,742.00 GAL		\$2.00	\$3,484.00
9007	AGG PRIME COAT				
9008	MIX F/CRACKS, JNTS & FLANGWAYS	39.00 TON		\$350.00	\$13,650.00
9009	HMA SURF CRSE MX C N50	1,993.00 TON		\$95.00	\$189,335.00
9010	SRCCT	9,435.00 FT		\$1.30	\$12,265.50
9011	SWR SPOT REPAIR 9"	20.00 FT		\$100.00	\$2,000.00
9012	SANI SWR F/SERV 6"	10.00 FT		\$65.00	\$650.00
9013	WYE BRTANCHES 8X6	2.00 EA		\$1,500.00	\$3,000.00
9014	MH T/B ADJ	10.00 EA		\$350.00	\$3,500.00
9015	MH T/B RECON	10.00 EA		\$1,250.00	\$12,500.00
9016	MH TY A 4' DIA	1.00 EA		\$3,000.00	\$3,000.00
9017	FR & LIDS TY 1 CL	3.00 EA		\$400.00	\$1,200.00
9018	TRENCH BACKFILL	20.00 CY		\$50.00	\$1,000.00
9019	TRAFF CONT & PROT	1.00 LS		\$50,000.00	\$50,000.00
9020	INSURANCE PROV-OCP	1.00 LS		\$15,000.00	\$15,000.00

Continued

A Lamp Concrete Contractors, Inc.

800 W. Irving Park Road
Schaumburg, IL 60193

Phone (847)891-6000 Fax (847)891-6100

Customer ID 931

ACCOUNTS PAYABLE
CITY OF BERWYN
6700 WEST 26TH STREET
BERWYN, IL 60402

PAY EST # 4 ~ FINAL

Invoice # 13045

Date 04/10/2010 Page # 2

Job ID 29049

BERWYN-2009 ASPHALT ALLEY
IMPROVEMENTS
VARIOUS ALLEYS
BERWYN, IL 60402

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
Original Contract		460,394.50		Work Completed to Date	460,394.50
Approved Change Orders		0.00		Less Retentions	0.00
Current Contract		460,394.50		Net Completed to Date	460,394.50
				Less Net Previously Billed	451,186.61
Balance to Complete		0.00		Net Due This Invoice	9,207.89

**Request for Approval
of Change in Plans**

Date: April 12, 2010

County Cook

Request No. 1 Final

Road District or Municipality City of Berwyn

Contractor: A. Lamp Concrete Contractors, Inc.

Section N/A

Address: 800 W. Irving Park Road

Schaumburg, IL. 60193

Project No.: 08281

I recommend that a deduction be made to the above contract.

Between Station N/A and Station _____ a net length of _____
(Do not fill in unless a change in length is involved.)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Item No	Description	Awarded				As Constructed				
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Additions	Deductions
1	Concrete Surface Removal, 1-1/2"	S.Y.	19400	\$ 63,050.00			19400	\$3.25		
2	Hot-Mix Asphalt Pavement Patching, Type I, 8"	S.Y.	100	8,000.00		30	70	\$80.00		\$2,400.00
3	Hot-Mix Asphalt Pavement Patching, Type II, 8"	S.Y.	500	37,500.00		75	425	\$75.00		\$5,625.00
4	Hot-Mix Asphalt Pavement Patching, Type III, 8"	S.Y.	1000	70,000.00		594	406	\$70.00		\$41,580.00
5	Hot-Mix Asphalt Pavement Patching, Type IV, 8"	S.Y.	500	32,500.00		179	321	\$65.00		\$11,635.00
6	Biluminous Materials (Prime Coat)	GAL.	2000	4,000.00		258	1742	\$2.00		\$516.00
7	Aggregate (Prime Coat)	TON	20	20.00		20		\$1.00		\$20.00
8	Mixture for Cracks, Joints and Flangeways	TON	25	8,750.00	14		39	\$350.00	\$4,900.00	
9	Hot-Mix Asphalt Surface Course, Mix C, N50	TON	1975	187,625.00	18		1993	\$95.00	\$1,710.00	
10	Strip Reflective Crack Control Treatment	FOOT	11000	14,300.00		1565	9435	\$1.30		\$2,034.50
11	Sewer Spot Repair, 9"	FOOT	20	2,000.00			20	\$100.00		
12	Sanitary Sewer for Services, 6"	FOOT	10	650.00			10	\$65.00		
13	Wye Branches, 8" x 6"	EACH	1	1,500.00	1		2	\$1,500.00	\$1,500.00	
14	Manholes to be Adjusted	EACH	22	7,700.00		12	10	\$350.00		\$4,200.00
15	Manholes to be Reconstructed	EACH	9	11,250.00	1		10	\$1,250.00	\$1,250.00	
16	Manholes, Type A, 4' Dia.	EACH	2	6,000.00		1	1	\$3,000.00		\$3,000.00
17	Frames & Lids, Type 1, Closed Lid	EACH	3	1,200.00			3	\$400.00		
18	Trench Backfill	C.Y.	20	1,000.00			20	\$50.00		
19	Traffic Control and Protection	L.S.	1	50,000.00			1	\$50,000.00		
20	Insurance Provisions - Complete	L.S.	1	15,000.00			1	\$15,000.00		
				\$ 522,045.00			Totals:	\$ 9,360.00	\$ 71,010.50	
Total net deduction to date \$ 61,650.50 which is 11.81% of Contract price.								Net Change:	\$ -	\$ 61,650.50



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-1

A Century of Progress with Pride

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

April 22, 2010

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

SUBJECT: Payroll April 14, 2010

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the April 27, 2010 meeting.

Payroll: April 14, 2010 in the amount of \$903,816.87.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

K-2

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

April 22, 2010

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

SUBJECT: Payables April 27, 2010 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the April 27, 2010 meeting.

Total Payables: April 27, 2010 in the amount of \$1,183,892.45.

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

CITY of BERWYN
Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
6852	04/13/2010	Open			Accounts Payable	WARREN OIL COMPANY	\$65,821.62		
6853	04/19/2010	Open			Accounts Payable	ABC Commercial Maintenance Services,Inc.	\$2,570.00		
6854	04/19/2010	Open			Accounts Payable	Jaime Pozo	\$117.04		
6855	04/19/2010	Voided		04/20/2010	Accounts Payable	U.S. Postmaster	\$10,000.00		
6856	04/19/2010	Open			Accounts Payable	Reserve Account	\$10,000.00		
6857	04/27/2010	Open			Accounts Payable	1st Source America	\$6,915.54		
6858	04/27/2010	Open			Accounts Payable	A T & T Internet Services	\$947.00		
6859	04/27/2010	Open			Accounts Payable	A. LAMP CONCRETE CONTRACTORS,INC.	\$9,207.89		
6860	04/27/2010	Open			Accounts Payable	ABC Commercial Maintenance Services,Inc.	\$4,738.00		
6861	04/27/2010	Open			Accounts Payable	Access To Care	\$6,000.00		
6862	04/27/2010	Open			Accounts Payable	ADT SECURITY SERVICES	\$54.00		
6863	04/27/2010	Open			Accounts Payable	AIRGAS NORTH CENTRAL	\$200.39		
6864	04/27/2010	Open			Accounts Payable	AL'S RADIATOR	\$128.00		
6865	04/27/2010	Open			Accounts Payable	Alexis Santiago & Marisol Tapia	\$1,475.00		
6866	04/27/2010	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING CORP.	\$360.00		
6867	04/27/2010	Open			Accounts Payable	AMERICAN LIBRARY ASSOCIATION	\$65.00		
6868	04/27/2010	Open			Accounts Payable	AMERICAN MESSAGING	\$13.75		
6869	04/27/2010	Open			Accounts Payable	Andrzej Dlugopolski	\$1,475.00		
6870	04/27/2010	Open			Accounts Payable	ANTHONY BERTUCA	\$20.00		
6871	04/27/2010	Open			Accounts Payable	ASSOCIATED TIRE AND BATTERY	\$1,422.00		

CITY of BERWYN

Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6872	04/27/2010	Open			Accounts Payable	AT&T	\$3,419.41		
6873	04/27/2010	Open			Accounts Payable	AWESOME Pest Service	\$75.00		
6874	04/27/2010	Open			Accounts Payable	BAKER & TAYLOR	\$884.16		
6875	04/27/2010	Open			Accounts Payable	Baker & Taylor, Inc.	\$508.54		
6876	04/27/2010	Open			Accounts Payable	BARGE TERMINAL & TRUCKING	\$1,802.81		
6877	04/27/2010	Open			Accounts Payable	BARNES & NOBLE	\$1,998.98		
6878	04/27/2010	Open			Accounts Payable	BENNIE RUNIMAS	\$525.00		
6879	04/27/2010	Open			Accounts Payable	Bertacchi & Sons Co.	\$1,395.00		
6880	04/27/2010	Open			Accounts Payable	BERWYN DEVELOPMENT CORP	\$10.87		
6881	04/27/2010	Open			Accounts Payable	BERWYN MAIN STREET	\$129,500.00		
6882	04/27/2010	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	\$609.15		
6883	04/27/2010	Open			Accounts Payable	BOB'S LAWN CARE	\$590.00		
6884	04/27/2010	Open			Accounts Payable	BOURBONNAIS SUPPLY CO, INC.	\$515.49		
6885	04/27/2010	Open			Accounts Payable	BRODART CO.	\$178.76		
6886	04/27/2010	Open			Accounts Payable	Camp Dresser & McKEE	\$127,735.00		
6887	04/27/2010	Open			Accounts Payable	Carl Ciaccio	\$48.81		
6888	04/27/2010	Open			Accounts Payable	CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHGO	\$4,211.65		
6889	04/27/2010	Open			Accounts Payable	CDW GOVERNMENT, INC.	\$4,043.38		
6890	04/27/2010	Open			Accounts Payable	Center Point Large Print	\$2,026.00		
6891	04/27/2010	Open			Accounts Payable	Chester Pool Systems, Inc.	\$1,835.00		
6892	04/27/2010	Open			Accounts Payable	CHICAGO BADGE COMPANY	\$42.00		
6893	04/27/2010	Open			Accounts Payable	Chicago Bulls Academy	\$650.00		
6894	04/27/2010	Open			Accounts Payable	CHICAGO OFFICE TECHNOLOGY GROUP	\$6,343.50		

CITY of BERWYN

Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6895	04/27/2010	Open			Accounts Payable	CHICAGO TRIBUNE	\$297.21		
6896	04/27/2010	Open			Accounts Payable	Chicagoland Remodeling	\$3,670.00		
6897	04/27/2010	Open			Accounts Payable	CHICAGOLD SIGN CO.	\$2,900.00		
6898	04/27/2010	Open			Accounts Payable	CHRISTOPHER B.BURKE ENGINEERING,LTD.	\$697.50		
6899	04/27/2010	Open			Accounts Payable	CHROMATE CORPORATION	\$516.23		
6900	04/27/2010	Open			Accounts Payable	CINTAS # 769	\$71.45		
6901	04/27/2010	Open			Accounts Payable	CITY of CHICAGO	\$304,058.00		
6902	04/27/2010	Open			Accounts Payable	ComEd	\$1,258.17		
6903	04/27/2010	Open			Accounts Payable	ComEd	\$7,420.90		
6904	04/27/2010	Open			Accounts Payable	COMPLETE TEMPERATURE SYSTEMS,INC.	\$2,105.00		
6905	04/27/2010	Open			Accounts Payable	CONSTELLATION NEW ENERGY INC.	\$9,392.53		
6906	04/27/2010	Open			Accounts Payable	DAISEY BOOK CO	\$3,380.73		
6907	04/27/2010	Open			Accounts Payable	Deece Automotive	\$12,000.00		
6908	04/27/2010	Open			Accounts Payable	Del Galdo Law Group,LLC	\$1,031.25		
6909	04/27/2010	Open			Accounts Payable	Dell Marketing, LP	\$58.00		
6910	04/27/2010	Open			Accounts Payable	DEMCO EDUCATIONAL CORP	\$6.20		
6911	04/27/2010	Open			Accounts Payable	Diamond Graphics, Inc.	\$495.00		
6912	04/27/2010	Open			Accounts Payable	DONORS FORUM OF CHICAGO	\$185.00		
6913	04/27/2010	Open			Accounts Payable	EBSCO SUBSCRIPTION SERVICE	\$5.37		
6914	04/27/2010	Open			Accounts Payable	Elgin Community College	\$400.00		
6915	04/27/2010	Open			Accounts Payable	Equilibrium IT Solutions, Inc.	\$4,130.00		
6916	04/27/2010	Open			Accounts Payable	Everardo Duenas	\$1,475.00		
6917	04/27/2010	Open			Accounts Payable	FLASH ELECTRIC CO.	\$2,665.00		

CITY of BERWYN
Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6918	04/27/2010	Open			Accounts Payable	FMP	\$1,126.35		
6919	04/27/2010	Open			Accounts Payable	FULLMER LOCKSMITH SERVICE INC	\$5.50		
6920	04/27/2010	Open			Accounts Payable	Gabriel Auto Parts	\$152.49		
6921	04/27/2010	Open			Accounts Payable	Gema Romero	\$10.50		
6922	04/27/2010	Open			Accounts Payable	Government Training, Inc.	\$107.50		
6923	04/27/2010	Open			Accounts Payable	H J MOHR & SONS CO	\$1,846.67		
6924	04/27/2010	Open			Accounts Payable	Henry Swade Plumbing, Inc.	\$420.00		
6925	04/27/2010	Open			Accounts Payable	HIGH PSI LTD.	\$740.00		
6926	04/27/2010	Open			Accounts Payable	Hodgkins Public Library	\$10.00		
6927	04/27/2010	Open			Accounts Payable	ILLINOIS ASSOC.OF PROPERTY AND EVIDENCE MGRS	\$200.00		
6928	04/27/2010	Open			Accounts Payable	ILLINOIS PAPER & COPIER CO.	\$52.50		
6929	04/27/2010	Open			Accounts Payable	Illinois State Toll Highway Authority	\$18.55		
6930	04/27/2010	Open			Accounts Payable	INGRAM LIBRARY SERVICES	\$247.86		
6931	04/27/2010	Open			Accounts Payable	INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO.	\$491.70		
6932	04/27/2010	Open			Accounts Payable	INTOXIMETERS	\$237.00		
6933	04/27/2010	Open			Accounts Payable	J.G.UNIFORMS, INC.	\$7,785.00		
6934	04/27/2010	Open			Accounts Payable	JACK PHELAN CHEVROLET	\$396.74		
6935	04/27/2010	Open			Accounts Payable	JACK'S RENTAL INC	\$327.95		
6936	04/27/2010	Open			Accounts Payable	JASMINE BROWN	\$78.23		
6937	04/27/2010	Open			Accounts Payable	Jim Frank	\$107.58		
6938	04/27/2010	Open			Accounts Payable	Jim Kapsa	\$35.00		
6939	04/27/2010	Open			Accounts Payable	Jim Lodesky	\$30.00		
6940	04/27/2010	Open			Accounts Payable	Josephine Tucci	\$195.82		

CITY of BERWYN

Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6941	04/27/2010	Open			Accounts Payable	JULIANNE SCHEFKE	\$200.00		
6942	04/27/2010	Open			Accounts Payable	JULIE,INC.	\$336.00		
6943	04/27/2010	Open			Accounts Payable	JUST TIRES	\$607.56		
6944	04/27/2010	Open			Accounts Payable	KB LAWN AND MULCH	\$2,250.00		
6945	04/27/2010	Open			Accounts Payable	KDD OF ILLINOIS,LTD.	\$522.50		
6946	04/27/2010	Open			Accounts Payable	KEY EQUIPMENT FINANCE	\$2,053.80		
6947	04/27/2010	Open			Accounts Payable	KEY GOVERNMENT FINANCE,INC.	\$3,521.52		
6948	04/27/2010	Open			Accounts Payable	KING TRANSMISSION CO.	\$1,048.70		
6949	04/27/2010	Open			Accounts Payable	Lakeside Bank	\$38,416.52		
6950	04/27/2010	Open			Accounts Payable	LANDMARK AUDIOBOOKS	\$116.40		
6951	04/27/2010	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$5,156.25		
6952	04/27/2010	Open			Accounts Payable	LEXICON TRAINING SERVICES	\$462.00		
6953	04/27/2010	Open			Accounts Payable	LEXISNEXIS	\$231.00		
6954	04/27/2010	Open			Accounts Payable	LEXISNEXIS RISK & INFO ANALYTICS GROUP	\$7.75		
6955	04/27/2010	Open			Accounts Payable	LITTLE VILLAGE PRINTING	\$185.00		
6956	04/27/2010	Open			Accounts Payable	M & M WINDOW CLEANING SERVICES	\$175.00		
6957	04/27/2010	Open			Accounts Payable	M.C. DRYWALL FINISHERS,INC., ED MIJANGOS	\$390.00		
6958	04/27/2010	Open			Accounts Payable	MACNEAL PHY GRP [OCCMED]	\$330.00		
6959	04/27/2010	Open			Accounts Payable	MARIANN PORRO	\$210.00		
6960	04/27/2010	Open			Accounts Payable	Marissa Garcia	\$46.10		
6961	04/27/2010	Open			Accounts Payable	Mark I. Manella	\$300.00		
6962	04/27/2010	Open			Accounts Payable	Martin Hasler	\$1,459.56		

CITY of BERWYN
Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6963	04/27/2010	Open			Accounts Payable	McDONOUGH MECHANICAL SERVICES,INC.	\$95.00		
6964	04/27/2010	Open			Accounts Payable	MEILAHN MANUFACTURING CO.	\$6,270.00		
6965	04/27/2010	Open			Accounts Payable	MENARDS	\$49.70		
6966	04/27/2010	Open			Accounts Payable	MENARDS	\$201.89		
6967	04/27/2010	Open			Accounts Payable	Metropolitan Library System	\$687.24		
6968	04/27/2010	Open			Accounts Payable	Micro Center A/R	\$159.96		
6969	04/27/2010	Open			Accounts Payable	MIDWEST TAPE	\$101.95		
6970	04/27/2010	Open			Accounts Payable	MIKE & SONS	\$125.00		
6971	04/27/2010	Open			Accounts Payable	MJG CONSULTING,LLC	\$750.00		
6972	04/27/2010	Open			Accounts Payable	MUNICIPAL SERVICES,INC.	\$50.00		
6973	04/27/2010	Open			Accounts Payable	NAEIR	\$726.63		
6974	04/27/2010	Open			Accounts Payable	NATIONAL RECREATION AND PARK ASSOCIATION	\$550.00		
6975	04/27/2010	Open			Accounts Payable	NATIONAL SEED	\$870.00		
6976	04/27/2010	Open			Accounts Payable	New World Systems	\$9,240.00		
6977	04/27/2010	Open			Accounts Payable	NEXTEL COMMUNICATIONS	\$418.96		
6978	04/27/2010	Open			Accounts Payable	NICOR GAS	\$12,238.58		
6979	04/27/2010	Open			Accounts Payable	ODELSON & STERK,LTD.	\$2,516.25		
6980	04/27/2010	Open			Accounts Payable	OFFICE DEPOT	\$525.38		
6981	04/27/2010	Open			Accounts Payable	OFFICE EQUIPMENT SALES	\$386.86		
6982	04/27/2010	Open			Accounts Payable	OLIMPIA KALICANIA	\$450.00		
6983	04/27/2010	Open			Accounts Payable	Pav Custom Builders	\$27,665.00		
6984	04/27/2010	Open			Accounts Payable	PHELAN DODGE	\$137.04		
6985	04/27/2010	Open			Accounts Payable	PINNER ELECTRIC CO	\$11,833.31		

CITY of BERWYN

Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6986	04/27/2010	Open			Accounts Payable	PITNEY BOWES	\$5,872.75		
6987	04/27/2010	Open			Accounts Payable	PNC Equipment Finance	\$4,388.00		
6988	04/27/2010	Open			Accounts Payable	POSGuys.com	\$518.00		
6989	04/27/2010	Open			Accounts Payable	PROFESSIONAL PEST CONTROL,INC.	\$35.00		
6990	04/27/2010	Open			Accounts Payable	PSE AMBER	\$616.00		
6991	04/27/2010	Open			Accounts Payable	R. ECK & SON, INC.	\$7,399.00		
6992	04/27/2010	Open			Accounts Payable	RANDOM HOUSE,INC.	\$210.00		
6993	04/27/2010	Open			Accounts Payable	RECORDED BOOKS,LLC	\$2,629.75		
6994	04/27/2010	Open			Accounts Payable	RIVER FOREST PUBLIC LIBRARY	\$81.00		
6995	04/27/2010	Open			Accounts Payable	RIZZA FORD	\$119.20		
6996	04/27/2010	Open			Accounts Payable	ROBERT DWAN	\$218.30		
6997	04/27/2010	Open			Accounts Payable	Ruth Volbre	\$16.56		
6998	04/27/2010	Open			Accounts Payable	SANTO SPORT STORE	\$755.95		
6999	04/27/2010	Open			Accounts Payable	SARAH'S INN	\$5,998.45		
7000	04/27/2010	Open			Accounts Payable	SHANE'S OFFICE SUPPLY CO.	\$224.70		
7001	04/27/2010	Open			Accounts Payable	Showcases	\$177.07		
7002	04/27/2010	Open			Accounts Payable	SIMMONS PEST CONTROL	\$150.00		
7003	04/27/2010	Open			Accounts Payable	SIR SPEEDY	\$123.00		
7004	04/27/2010	Open			Accounts Payable	SOUTHWEST UNITED FIRE DISTRICTS	\$325.00		
7005	04/27/2010	Open			Accounts Payable	Sport Court Midwest,Inc.	\$688.00		
7006	04/27/2010	Open			Accounts Payable	SPRINT	\$1,175.54		
7007	04/27/2010	Open			Accounts Payable	SRCA	\$4,700.00		
7008	04/27/2010	Open			Accounts Payable	STANDARD EQUIPMENT CO	\$1,934.29		

CITY of BERWYN

Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7009	04/27/2010	Open			Accounts Payable	STATE FIRE MARSHAL	\$30.00		
7010	04/27/2010	Open			Accounts Payable	STATE INDUSTRIAL PRODUCTS	\$238.34		
7011	04/27/2010	Open			Accounts Payable	Strictly Sewers	\$1,500.00		
7012	04/27/2010	Open			Accounts Payable	SUBURBAN LABORATORIES,INC.	\$335.50		
7013	04/27/2010	Open			Accounts Payable	Sunbelt Rentals	\$1,105.80		
7014	04/27/2010	Open			Accounts Payable	T.A. CUMMINGS JR. CO.	\$10,980.00		
7015	04/27/2010	Open			Accounts Payable	Tammy Sheedy	\$10.50		
7016	04/27/2010	Open			Accounts Payable	TANTOR MEDIA	\$47.99		
7017	04/27/2010	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$61.44		
7018	04/27/2010	Open			Accounts Payable	THE CHILDREN'S CLINIC	\$15,268.60		
7019	04/27/2010	Open			Accounts Payable	THE GALE GROUP	\$1,214.63		
7020	04/27/2010	Open			Accounts Payable	THE IDEA BANK	\$254.98		
7021	04/27/2010	Open			Accounts Payable	THE LIBRARY STORE	\$215.19		
7022	04/27/2010	Open			Accounts Payable	THE SIGN EDGE	\$360.00		
7023	04/27/2010	Open			Accounts Payable	THOMSON WEST	\$208.00		
7024	04/27/2010	Open			Accounts Payable	TIME OUT CHICAGO	\$19.99		
7025	04/27/2010	Open			Accounts Payable	TRACY BOSTROM	\$325.00		
7026	04/27/2010	Open			Accounts Payable	Trine Construction Corporation	\$150,540.42		
7027	04/27/2010	Open			Accounts Payable	TRUCKPRO,INC.	\$88.49		
7028	04/27/2010	Open			Accounts Payable	TRYAD AUTOMOTIVE	\$2,537.29		
7029	04/27/2010	Open			Accounts Payable	U.S. Cellular	\$517.28		
7030	04/27/2010	Open			Accounts Payable	UNIQUE MANAGEMENT SERVICES,INC.	\$170.05		
7031	04/27/2010	Open			Accounts Payable	UNIVERSITY OF ILLINOIS	\$250.00		

Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7032	04/27/2010	Open			Accounts Payable	US GAS	\$149.60		
7033	04/27/2010	Open			Accounts Payable	VOLTEXX,INC.	\$203.56		
7034	04/27/2010	Open			Accounts Payable	Warehouse Direct	\$630.56		
7035	04/27/2010	Open			Accounts Payable	WASTE MANMAGEMENT ILLINOIS- METRO	\$5.15		
7036	04/27/2010	Open			Accounts Payable	WATER ONE	\$28.50		
7037	04/27/2010	Open			Accounts Payable	Wayne Conforti/ Metropolitan Bank Trust # 2627	\$1,475.00		
7038	04/27/2010	Open			Accounts Payable	WEST GROUP PAYMENT CTR.	\$882.00		
7039	04/27/2010	Open			Accounts Payable	WEST SUBURBAN SENIOR SERVICES	\$7,276.25		
7040	04/27/2010	Open			Accounts Payable	WESTCHESTER PUBLIC LIBRARY	\$20.00		
7041	04/27/2010	Open			Accounts Payable	WESTERN REMAC INC.	\$1,280.00		
7042	04/27/2010	Open			Accounts Payable	Women's Workout World	\$37,350.75		
7043	04/27/2010	Open			Accounts Payable	YOUTH CROSSROADS	\$2,497.00		
7044	04/27/2010	Open			Accounts Payable	ZEE MEDICAL,INC.	\$64.40		
Type Check Totals:					193 Transactions		\$1,193,892.45		

01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	192	\$1,183,892.45	
	Voided	1	\$10,000.00	
	Total	193	\$1,193,892.45	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	192	\$1,183,892.45	
	Voided	1	\$10,000.00	

Payment Register

From Payment Date: 4/23/2009 - To Payment Date: 4/27/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	193	\$1,193,892.45	\$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	192	\$1,183,892.45	
	Voided	1	\$10,000.00	
	Total	193	\$1,193,892.45	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	192	\$1,183,892.45	
	Void	1	\$10,000.00	
	Total	193	\$1,193,892.45	\$0.00

The City of Berwyn



Margaret Paul
3rd Ward Alderman

A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-8403 Fax: (708) 788-2675
www.berwyn-il.gov

April 23, 2010

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

Re: Handicap Sign Request No. 667 - Eva Aprim
2529 S. Kenilworth Ave.

Mayor and City Council Members:

I concur with the investigating officer's recommendation in the attached handicap sign application to **Deny** the request.

Respectfully,

Margaret Paul
3rd Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: April 20 2010

RE: HANDICAPPED SIGN FOR: Eva Aprim #667

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

2529 S. Kenilworth Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN PAUL

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: 19 April 2010

Application: 667

Name of Applicant: Eva Aprim

Address: 2529 S Kenilworth Ave. Berwyn, IL. 60402

Telephone:

Nature of Disability:

CITY OF BERWYN
CLERK'S OFFICE
2010 APR 20 P 2:25

Information	YES	NO	Information	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"/>	Handicap Placard:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	-	-
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	-	-
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cane:	-	-
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	-	-
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 10-04822		

Recommendation: APPROVE DENY

Reporting Officer: C. DeLeon #620

Comments: Mrs. Aprim utilizes the Garage and Off Street (Car Port) parking at this time.

Alderman: *Paed*

Ward: *3*

Berwyn Police Department

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

Incident#: 10-04822

STATION COMPLAINT UCR

9041 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

04/19/2010 10:16

TIME OF OCCURRENCE

04/19/2010 10:16

DESCRIPTION

Applicant File

INCIDENT #

10-04822

HOW RECEIVED

RELATED CAD #

C10-019025

DOT #

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

2529 S KENILWORTH AV BERWYN, IL 60402

STATUS CODE

STATUS DATE

INVOLVED ENTITIES

NAME

Aprim, Eva

DOB

AGE

ADDRESS

2529 S Kenilworth AV Berwyn, IL 60402

SEX

RACE

White, Caucasian

HGT

WGT

HAIR

EYES

PHONE

UCR

TYPE

RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #

STATE

TYPE

INVOLVEMENT

VIN #

IL

Sedan, 2-door

YEAR

MAKE

MODEL

COLOR

COMMENTS

1998

Chevrolet

Cavalier

Black

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Eva Aprim

who resides at 2529 S. Kenilworth Ave. Berwyn, IL. 60402 and currently suffers from

.. Mrs. Aprim is requesting signs to be placed in front of her residence due to limited parking availability.

Mrs. Aprim states that she utilizes daily the front entrance due to their being less amount of stairs. Mrs. Aprim is limited to her daily physical activity due to her current handicap. Mrs. Aprim utilizes : to assist her while walking.

Mrs. Aprim states that the car port is utilized by an inoperable vehicle owned by her son from North Riverside and her other car is in the garage.

Mrs. Aprim meets the State requirements for being handicapped but failed to meet the city requirements for handicapped parking signs at this time.

For the above reason this officer feels that this application should be denied at this time.

REPORTING OFFICER

DE LEON, CARLOS

STAR #

PE4

REVIEWER

STAR #

Berwyn Police Department



BERWYN POLICE DEPARTMENT



8401 West 31st Street
Berwyn, Illinois 60402-0733
Phone: (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: EVA APRIM

Applicant Address: 2529 S. KENILWORTH AVE.

Applicant Phone #: _____

Applicant D/L #: _____ D.O.B. _____

Vehicle Make: 1998 CHEVY CAVALIER Vehicle Color: BLK

License Plate #: _____ Handicapped Placard #: BC08707

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway NO Garage YES On Street YES Off Street YES

Notes: MRS. APRIM IS REQUESTING HANDICAPPED SIGNS DUE TO HER CURRENT HANDICAP. MRS. APRIM STATES THAT THERE IS LIMITED PARKING AVAILABILITY ON HER BLOCK. MRS. APRIM OWN RESIDENCE AND UTILIZES GARAGE/OFF STREET. HER SON'S INCOPERABLE CAR IS IN THE OFF STREET AND HUSBAND UTILIZES ONE SIDE OF TWO CAR GARAGE. MRS. APRIM UTILIZES FRONT ENTRANCE BECAUSE THEIR ARE LESS STAIRS.

APPLICANT INTERVIEW

Date: <u>04-19-10</u>	Time: <u>1125AM</u>	Results: <u>DENIED (APPROVAL)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

10-04822

Completion Date: 04-19-10

Application Number: 667

Logged in Book: 04-19-10

The City of Berwyn



Margaret Paul
3rd Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675
www.berwyn-il.gov

K-H

April 23, 2010

To: City Council Members

Re: Request for Handicapped Parking #665

Dear Aldermen:

I concur with the findings of CSO de Leon in recommending handicapped parking for this applicant.
I ask your consent to approve this application.

Sincerely

Margaret Paul

A handwritten signature in cursive script that reads "Margaret Paul".

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Telephone: (708) 795-5600
Fax: (708) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: APRIL 16, 2010

RE: HANDICAPPED SIGN FOR: Katherine Flight #665

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

2718 S. GROVE AVE.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN MARGARET PAUL

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600

(Fax) 795-5627 Emergency 911

CITY OF BERWYN
CLERK'S OFFICE

2010 APR 13 P 2: 37

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: 12 April 2010

Application: 665

Name of Applicant: Katherine Flight

Address: 2718 S. Grove Ave. Berwyn, IL. 60402

Telephone:

Nature of Disability:

Information	YES	NO	Information	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"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 10-04452		

Recommendation: APPROVE DENY

Reporting Officer: C. DeLeon #620

Comments:

Alderman:

Ward:

Berwyn Police Department

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

Incident#: 10-04452

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 10-04452
REPORT TYPE Incident Report	RELATED CAD # C10-017583	HOW RECEIVED Walk In
WHEN REPORTED 04/12/2010 12:06	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2718 S GROVE AV BERWYN, IL 60402	STATUS DATE
TIME OF OCCURRENCE 04/12/2010 12:06	STATUS CODE	
INVOLVED ENTITIES		
NAME Flight, Katherine	DOB /	AGE 7
SEX F	RACE White, Caucasian	ADDRESS 2718 S Grove AV Berwyn, IL 60402
UCR	TYPE	PHONE
		RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
	IL	Van/Minivan		
YEAR	MAKE	MODEL	COLOR	COMMENTS
2000	Dodge	(unknown)	Black	

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Katherine Flight .. who resides at 2718 S. Grove Ave. Berwyn, IL. 60402 and currently suffers from advance . Mrs. Flight is requesting handicapped signs to be placed in front of her residence due to limited parking availability and her limited daily physical activity. Mrs. Flight currently utilizes a personal : on a daily basis in orde to breathe while performing any physical act. Mrs. Flight rents the residence from her daughters mother-in-law whom is not opposed to signs being placed in front of her residence at this time.

Katherine Flight meets the state requirements for being handicapped and meets the city requirements for being handicapped.

For the above listed reason this officer feels that this application should be considered for approval at this time.

REPORTING OFFICER DE LEON, CARLOS	STAR # PE4	REVIEWER	STAR #
--------------------------------------	---------------	----------	--------

Berwyn Police Department



BERWYN POLICE DEPARTMENT



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone: (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: KATHERINE FLIGHT

Applicant Address: 2718 S. GROVE AVE.

Applicant Phone #: _____

Applicant D/L #: _____ D.O.B.

Vehicle Make: 2000 DODGE Vehicle Color: BLUE

License Plate #: _____ Handicapped Placard #: AE67179

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway No Garage YES On Street YES Off Street No

Notes: MRS FLIGHT IS REQUESTING HANDICAPPED SIGNS DUE TO HER CURRENT HANDICAPP. SHE RENTS RESIDENCE FROM HER DAUGHTERS MOTHER-IN-LAW. MOTHER-IN-LAW IS NOT OPPOSED TO SIGNS BEING PLACED IN FRONT OF THE RESIDENCE. GARAGE IS NOT ABLE TO BE UTILIZED AT THIS TIME. LIMITED PARKING AVAILABILITY ALL TIMES OF DAY.

APPLICANT INTERVIEW

Date: <u>4-12-10</u>	Time: <u>1100AM</u>	Results: <u>APPROVED (RECOMMENDATION)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

10-04452

Completion Date: 4-12-10

Application Number:

665

Logged in Book: 4-12-10

K/S

The City of Berwyn



Michele D. Skryd
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

April 11, 2010

Hon. Robert J. Lover, Mayor
Alderman of the Berwyn City Council
6700 W. 26th Street
Berwyn, IL 60402

RE: Handicap Sign for Julia Brunn Application #653

Ladies and Gentlemen:

I am at this time concurring with the investigating officer to approve the above request.

Respectfully,

Michele D. Skryd

Michele D. Skryd
Alderman 4th Ward

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: MARCH 3, 2010

RE: HANDICAPPED SIGN FOR: JULIA BRUNN # 653

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

6531 W. 26TH PLACE

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Michele Skryd

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Community Service Division

Date: March 1, 2010

Application #: 653

Name of Applicant: Julia Brunn

Address: 6531 W. 26th PL.

Telephone:

Nature of Disability:

CITY OF
CLERK
2010 MAR -3 P 12:11

Information	YES	NO	Information	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"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 10-2605		

Recommendation: APPROVE DENY Reporting Officer: S. Diaz #180

Comments:

Alderman: SKRyd

Ward: 4

Berwyn Police Department

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

Incident#: 10-02605

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 10-02605
REPORT TYPE Incident Report	RELATED CAD # C10-009950	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 03/01/2010 09:47	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 6531 W 26th PL BERWYN, IL 60402		
TIME OF OCCURRENCE 03/01/2010 09:47	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME Bruun, Julia C		DOB	AGE	ADDRESS 6531 W 26th PL Berwyn, IL 60402		
SEX F	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE
UCR 9041 (Applicant File) - 0 count(s)			TYPE Other		RELATED EVENT #	

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT	VIN #
YEAR 2009	MAKE Honda	MODEL Accord	COLOR Silver/Aluminum	COMMENTS

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Julia Bruun resides at 6531 W. 26th PL Berwyn IL 60402. Julia suffers from which limits her mobility on a daily basis. Julia is requesting handicapped signs to be placed in front of her residence due to limited parking availability. Julia finds it extremely difficult to walk long distances when she must park far from home. There is no garage on the premises and resides by herself. Julia drives herself to and from the doctor three times a week. Julia utilizes a walker to assist her in walking at all times.

Julia Brunn meets the State requirements for being handicapped and meets the City requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be considered for approval at this time.

REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #
--------------------------------------	---------------	----------	--------

Berwyn Police Department



BERWYN POLICE DEPARTMENT



6401 West 31st Street
Berwyn, Illinois 60402-0738
Phone (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: JULIA BRUNN

Applicant Address: 6531 26 PLACE

Applicant Phone #: _____

Applicant D/L #: _____ '11 D.O.B. _____

Vehicle Make: 09 HONDA ACCORD Vehicle Color: WHITE

License Plate #: _____ Handicapped Placard #: AA43657

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway No Garage No On Street YES Off Street No

Notes: MRS BRUNN IS REQUESTING HANDICAPPED SIGNS DUE TO HER CURRENT HANDICAPP. ON STREET PARKING IS EXTREMELY LIMITED AND HER MOBILITY IS EXTREMELY LIMITED. SHE UTILIZES A CANE ON A DAILY BASIS, AND SHE DRIVES HERSELF TO AND FROM DOCTORS APPOINTMENTS. 3 DOCTOR APPOINTMENTS APPLICANT INTERVIEW A WEEK.

Date: <u>03/24/10</u>	Time: <u>1115</u>	Results: <u>APPROVED</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

10-265

Completion Date: 03-01-10

Application Number:

653

Logged in Book: 03-01-10

K
b

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427
www.berwyn-il.gov

April 12, 2010

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

Re: Building and Local Improvement Permits

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of March 2010, along with a copy of Permit Statistics for this same period.

Respectfully,

Charles D. Lazzara, Director
Building Department

CDL:cr
Encs.

Report Of Building Permits Issued By The City Of Berwyn

Monday, April 12, 2010

Between: 3/1/2010 And 3/31/2010

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Jose Gonzalez 2246 S. Wesley Avenue	3/1/2010	Bldg-B 7373-0	\$6,400.00	\$550.00
Raul Cerrillo & Hortencia Cerrillo 2634 S. Ridgeland Avenue	3/1/2010	Bldg-B 7374-0	\$600.00	\$485.00
Steven Leyva 1501 S. Gunderson Avenue	3/5/2010	Bldg-B 7375-0	\$950.00	\$440.00
Jennifer Ponce 3344 S. Harvey Avenue	3/9/2010	Bldg-B 7376-0	\$1,700.00	\$430.00
Maria Long and Marisol Gutierrez 3448 S. Lombard Avenue	3/10/2010	Bldg-B 7377-0	\$23,700.00	\$360.00
Edwin & Adeline Rivera 1435 S. Highland Avenue	3/10/2010	Gar-B 7378-0	\$14,750.00	\$280.00
Marcario Muro Guerrero 2713 S. Highland Avenue	3/10/2010	Gar-B 7379-0	\$745.00	\$65.00
Danny Sourbis 3302 S. Cuyler Avenue	3/16/2010	Bldg-B 7380-0	\$1,850.00	\$240.00
Buky Homes Cash 2704 S. Wesley Avenue	3/17/2010	Bldg-B 7381-0	\$17,640.00	\$710.00
Antonio & Maria Marquez 2129 S. Cuyler Avenue	3/23/2010	Bldg-B 7382-0	\$1,500.00	\$500.00
B. Morelli - R.Coduto 1833 S. Grove Avenue	3/24/2010	HVAC- 7383-0	\$12,926.00	\$345.00
Alfredo Murillo 2705 S. Kenilworth Avenue	3/29/2010	HVAC- 7384-0	\$6,000.00	\$395.00
Milan Sovic 2513 S. Euclid Avenue	3/30/2010	Gar-B 7385-0	\$15,300.00	\$355.00
Jose Gonzalez 2246 S. Wesley Avenue	3/31/2010	Bldg-B 7386-0	\$17,030.00	\$1,290.00

Report Of Building Permits Issued By The City Of Berwyn

Monday, April 12, 2010

Between: 3/1/2010 And 3/31/2010

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Martin Pena</i>	1324 S. Highland Avenue	REISSUE OF BUILDING PERMIT FOR FINAL HVAC AND BUILDING INSPECTION FOR PERMIT B-6171-0 & FINAL ELECTRICAL INSPECTION ON PERMIT B-6636-0 FOR GARAGE.	3/15/2010	Bldg-R 6171-8	\$0.00	\$180.00
<i>Pablo Marin Jr.</i>	1830 S. Lombard Avenue	ELECTRICAL REINSPECTON.	3/29/2010	Gar-R 6357-2	\$0.00	\$50.00
<i>Gilberto Diaz</i>	3724 S. Highland Avenue	ADD BEAM TO SUPPORT WALL - WORK HAD BEEN STARTED BY CONTRACTORS - CONTRACTORS TOOK OFF ON JOB. OWNER IS ALLOWED TO FINALIZE WORK - THIS RE ISSUE INCLUDES ADDITIONAL REVIEW FEES AND INSPECTIONS.	3/11/2010	Bldg-R 7095-1	\$0.00	\$260.00
<i>Rangel & Mendez</i>	1327 S. Euclid Avenue	ELECTRIC CORRECTION AND RE INSPECTION	3/15/2010	Bldg-R 7320-2	\$0.00	\$50.00
<i>George Kopicki</i>	6901-05 W. Roosevelt Road	PAID FOR ADDL PLAN REVIEW FEE BY DEM FOR GARAGE ROOF/ADDN.	3/8/2010	Gar-R 7334-1	\$0.00	\$65.00
<i>Josefa Sulejewski</i>	6547 W. 34th Street	REPLACE GARAGE SLAB. 19 X 21 ADD ON TO EXISTING GARAGE PERMIT	3/11/2010	Gar-R 7349-1	\$0.00	\$50.00
<i>Marshalls Inc. #123</i>	7163 W. Cermak Road	ADDITIONAL INSPECTION FOR INTERIOR REMODEL.	3/19/2010	Bldg-R 7363-1	\$0.00	\$300.00
<i>Jose Camona</i>	1404 S. Scoville Avenue	ROUGH HVAC REINSPECTION	3/19/2010	Bldg-R 7371-1	\$0.00	\$65.00
22	Building Permits Issued During Period			Totals	<u>\$121,091.00</u>	<u>\$7,465.00</u>

Permits Issued By The Building Department

Monday, April 12, 2010

Between: 3/1/2010 And 3/31/2010

<u>Building</u>	Permits Issued: 14	Cost of Improvements: \$71,370.00
<u>Dumpster</u>	Permits Issued: 5	Cost of Improvements: \$1,000.00
<u>Electrical</u>	Permits Issued: 28	Cost of Improvements: \$34,619.00
<u>Fence</u>	Permits Issued: 16	Cost of Improvements: \$20,350.00
<u>Garage</u>	Permits Issued: 6	Cost of Improvements: \$30,795.00
<u>HVAC</u>	Permits Issued: 14	Cost of Improvements: \$42,201.00
<u>Local Improvement</u>	Permits Issued: 166	Cost of Improvements: \$550,789.23
<u>Plumbing</u>	Permits Issued: 32	Cost of Improvements: \$136,935.68
<u>Roofing</u>	Permits Issued: 33	Cost of Improvements: \$139,537.00
<u>Sign</u>	Permits Issued: 8	Cost of Improvements: \$16,515.00
Total Permits: <u>322</u>		Total Improvements: <u>\$1,044,111.91</u>

Fees Collected

Backfill Inspection	\$200.00
Building Permit	\$1,350.00
Local Improvement Permit	\$11,800.00
Electrical Fees	\$1,055.00
Electrical Inspection	\$6,700.00
Signs	\$1,325.00

Permits Issued By The Building Department

Monday, April 12, 2010

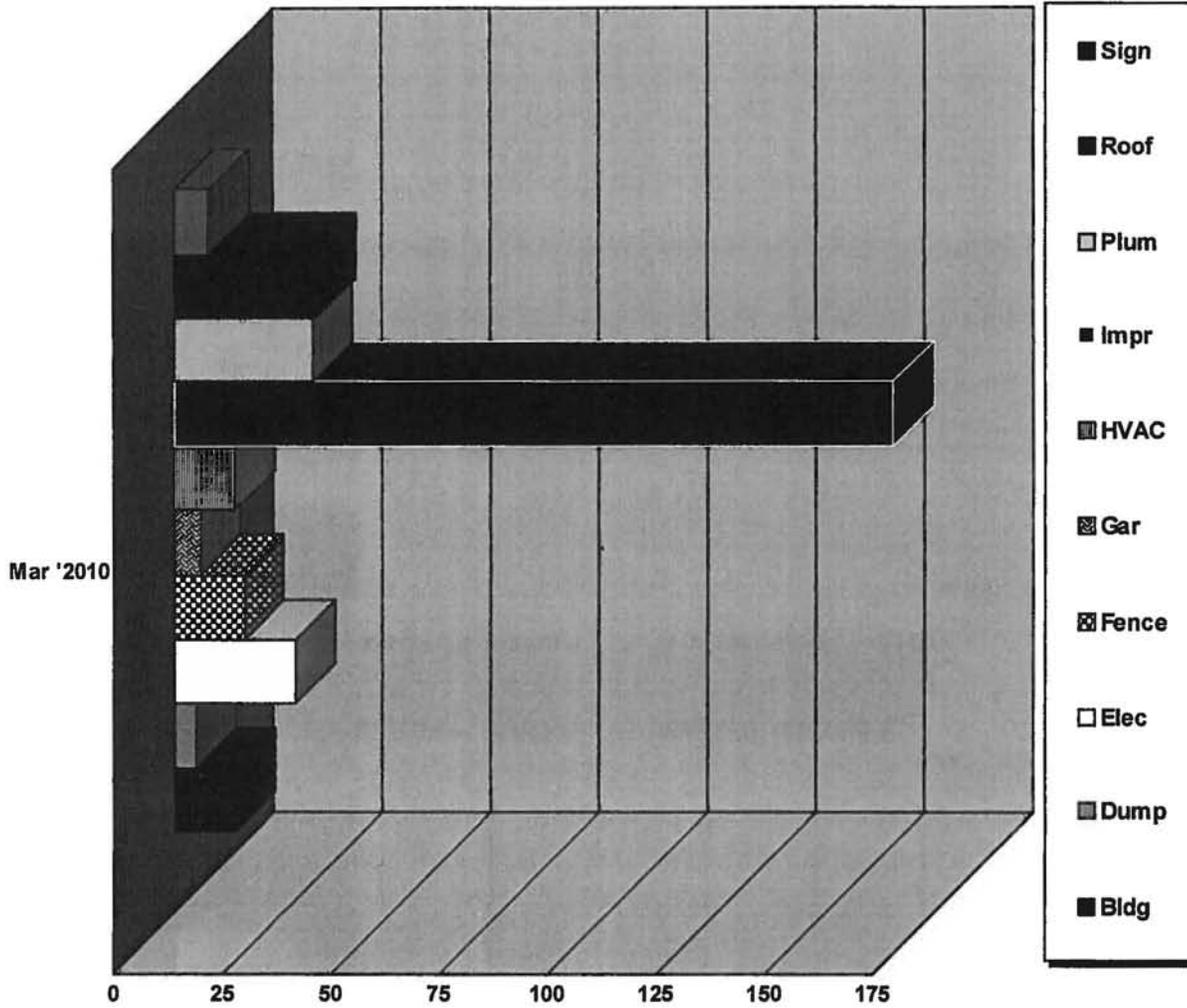
Between: 3/1/2010 And 3/31/2010

Footing Inspection	\$130.00
Framing Inspection	\$2,200.00
Inspection	\$6,175.00
Fence Fees	\$525.00
Foundation Inspection	\$205.00
Plumbing Fees	\$1,305.00
Plumbing Inspection	\$5,340.00
Plumbing Inspection (Underground)	\$500.00
Post Hole Inspection	\$800.00
HVAC Permit	\$1,060.00
HVAC Inspection	\$2,470.00
Service Charge	\$4,245.00
Insulation/Fire Stopping Inspection	\$500.00
New Water Meter	\$150.00
Tap Fee	\$1,000.00
Demolition Fees	\$50.00
Dumpster	\$1,500.00
Parkway Use	\$50.00
Parkway Inspection	\$150.00
Pre-Pour Inspection	\$1,155.00
Slab Inspection	\$205.00
Street Opening	\$75.00
Fine - Working Without Permit	\$625.00
Roof Covering Fees	\$2,415.00
Garage Permit	\$200.00
Plan Review Fee - w/Permits	\$90.00
Total Fees Collected	\$55,550.00

Permits Issued

Monday, April 12, 2010 12:02 PM

For Period Beginning 3/1/2010 And Ending 3/31/2010



Permit Detail

2010	March	Bldg	14
2010	March	Dump	5
2010	March	Elec	28
2010	March	Fence	16
2010	March	Gar	6
2010	March	HVAC	14
2010	March	Impr	166
2010	March	Plum	32
2010	March	Roof	33
2010	March	Sign	8

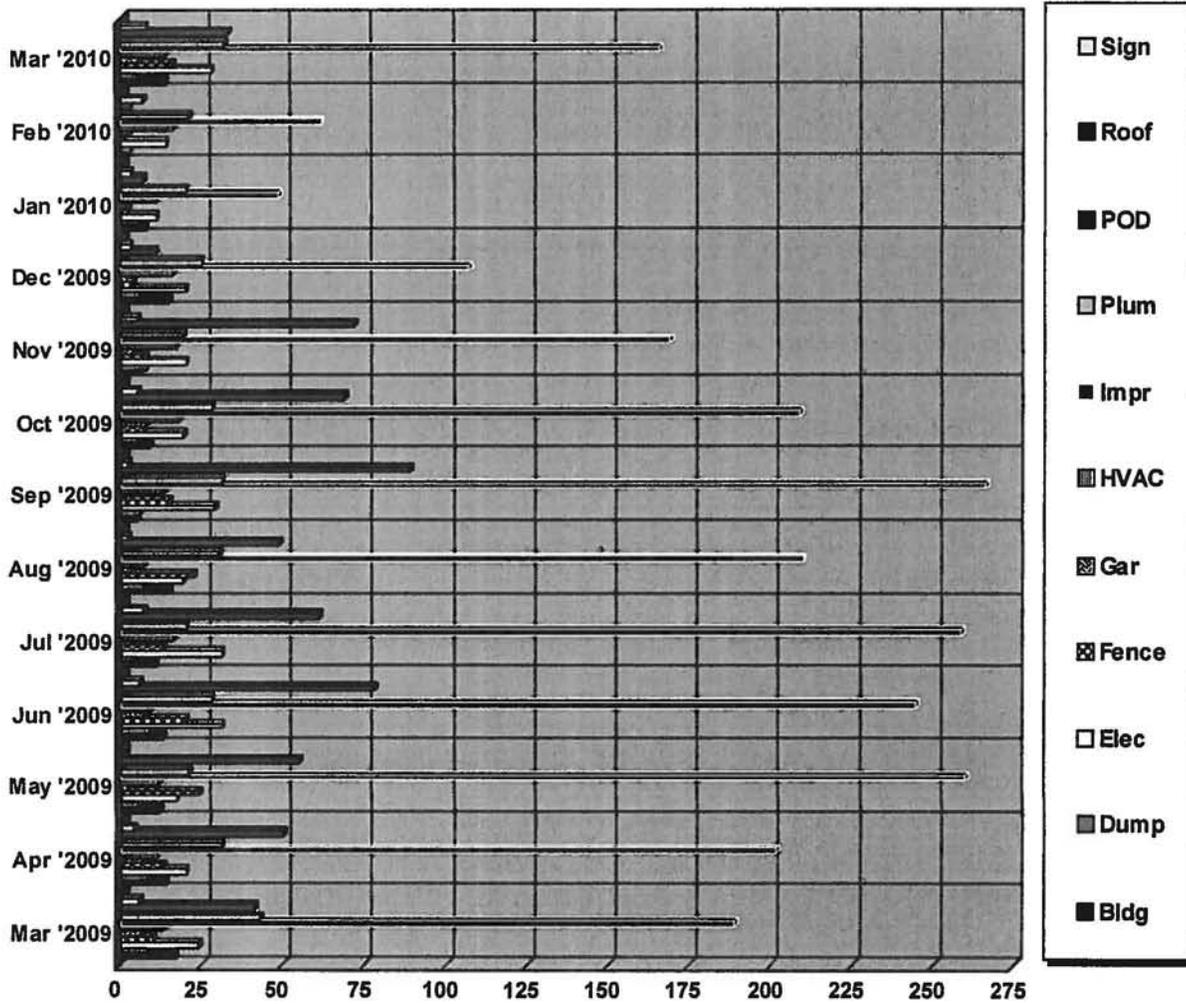
322

Total Permits Issued 322

Permits Issued

Monday, April 12, 2010 12:03 PM

For Period Beginning 3/1/2009 And Ending 3/31/2010



Permit Detail

2010	March	Bldg	14
2010	March	Dump	5
2010	March	Elec	28
2010	March	Fence	16
2010	March	Gar	6
2010	March	HVAC	14
2010	March	Impr	166
2010	March	Plum	32
2010	March	Roof	33
2010	March	Sign	8

322

2010	February	Bldg	2
2010	February	Dump	3
2010	February	Elec	14
2010	February	Fence	1
2010	February	Gar	3
2010	February	HVAC	16
2010	February	Impr	62
2010	February	Plum	21
2010	February	Roof	3
2010	February	Sign	7

132

2010	January	Bldg	8
2010	January	Dump	5
2010	January	Elec	11
2010	January	Fence	2
2010	January	HVAC	11
2010	January	Impr	49
2010	January	Plum	20
2010	January	POD	1
2010	January	Roof	7
2010	January	Sign	3

117

2009	December	Bldg	15
2009	December	Dump	6
2009	December	Elec	20
2009	December	Fence	4
2009	December	Gar	4
2009	December	HVAC	16
2009	December	Impr	107
2009	December	Plum	25
2009	December	POD	2
2009	December	Roof	11
2009	December	Sign	3

213

Permit Detail

2009	November	Bldg	6
2009	November	Dump	8
2009	November	Elec	20
2009	November	Fence	8
2009	November	Gar	4
2009	November	HVAC	17
2009	November	Impr	169
2009	November	Plum	19
2009	November	Roof	72
2009	November	Sign	5

328

2009	October	Bldg	9
2009	October	Dump	5
2009	October	Elec	19
2009	October	Fence	7
2009	October	Gar	8
2009	October	HVAC	18
2009	October	Impr	209
2009	October	Plum	28
2009	October	POD	2
2009	October	Roof	69
2009	October	Sign	5

378

2009	September	Bldg	5
2009	September	Dump	6
2009	September	Elec	29
2009	September	Fence	15
2009	September	Gar	1
2009	September	HVAC	13
2009	September	Impr	266
2009	September	Plum	31
2009	September	POD	2
2009	September	Roof	89
2009	September	Sign	2

459

2009	August	Bldg	15
2009	August	Dump	7
2009	August	Elec	19
2009	August	Fence	22
2009	August	Gar	3
2009	August	HVAC	7
2009	August	Impr	210
2009	August	Plum	30
2009	August	POD	6
2009	August	Roof	49
2009	August	Sign	2

370

2009	July	Bldg	11
2009	July	Dump	5
2009	July	Elec	31
2009	July	Fence	13
2009	July	Gar	3
2009	July	HVAC	16
2009	July	Impr	259
2009	July	Plum	20
2009	July	Roof	61
2009	July	Sign	7

426

2009	June	Bldg	13
2009	June	Dump	9
2009	June	Elec	31
2009	June	Fence	20
2009	June	Gar	7
2009	June	HVAC	9
2009	June	Impr	245
2009	June	Plum	28
2009	June	POD	3
2009	June	Roof	78
2009	June	Sign	6

449

2009	May	Bldg	12
2009	May	Dump	5
2009	May	Elec	17
2009	May	Fence	24
2009	May	Gar	2
2009	May	HVAC	12
2009	May	Impr	260
2009	May	Plum	21
2009	May	POD	1
2009	May	Roof	55
2009	May	Sign	1

410

2009	April	Bldg	14
2009	April	Dump	8
2009	April	Elec	20
2009	April	Fence	13
2009	April	Gar	7
2009	April	HVAC	11
2009	April	Impr	202
2009	April	Plum	31
2009	April	POD	1
2009	April	Roof	50
2009	April	Sign	4

361

2009	March	Bldg	17
2009	March	Dump	9
2009	March	Elec	24
2009	March	Fence	10
2009	March	Gar	7
2009	March	HVAC	13
2009	March	Impr	189
2009	March	Plum	43
2009	March	POD	1
2009	March	Roof	41
2009	March	Sign	6

360

Permit Detail

Total Permits Issued **4326**

The City of Berwyn



Margaret Paul
3rd Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675
www.berwyn-il.gov

April 20, 2010

To: City Council Members

Re: Event request for June 13, 2010/ Bow Wow Luau

Dear Aldermen:

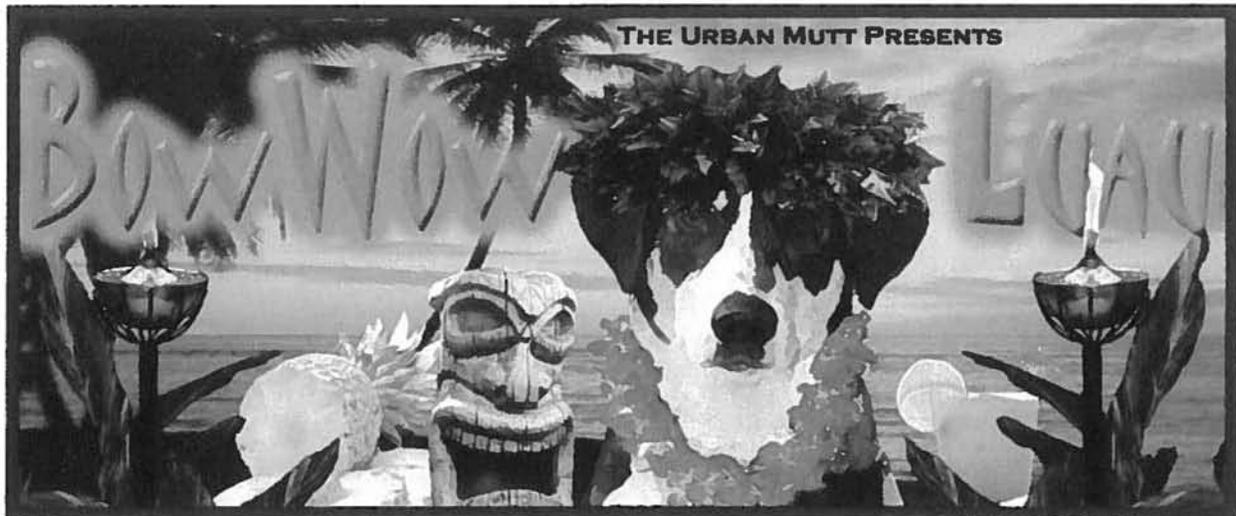
Mr. Chad Lopez, owner of The Urban Mutt pet store, has asked me to submit his request for permission to hold the above event to Council for approval. I have attached Mr. Lopez' event outline. It includes his request for limited City services for the event.

The Bow Wow Luau is a unique event; one that will bring a lot of fun to 3rd Ward residents as well as others. Mr. Lopez has chosen a Sunday afternoon for the event which will bring foot traffic to the Depot District area on a day when merchants experience a slowdown of activity. The limitation of the event area and the duration of time for the event should not adversely impact the surrounding residential neighborhood.

I ask your consent to approve this event.

Sincerely,


Margaret Paul



Bow Wow Luau

This will be a Hawaiian-themed dog event to take place on Grove Ave between 32nd Street and Stanley Ave. The event will take place on Sunday, June 13th, from approximately 12pm to 5pm. The event will feature dog/owner contests, food, drinks, vendors and services.

Vendors

Drink Vendor - Cabin Fever

Food Vendor - Cabin Fever

Ice Cream – Over The Rainbow

Doggie Fortunes – Rebecca Rothschild

Dog related vendors – Lotus dog foods, EVO dog foods

Shelter or rescue – Animal Care League

Services

Dog Wash – Run by shelter

Nail Clipping/Grooming – Doggone Rite

Activities (some activities may be sponsored)

Hawaiian Picture Area

Coconut Bowling

Best Hawaiian Spirit Contest (owner and dog best-dressed contest)

Look-a-Like Contest

Hula Hoop Dance Contest and/or Children's Face Painting

“Dog Bowl” Eating Contest

Raffle
Reverse Limbo
Frozen Doggie Treats

Requirements

1. We will need to close down Grove Ave between 32nd Street and Stanley Ave.
2. We will require 15 barricades that can be dropped off during regular work hours.
3. We will also need 1 garbage container (can) and a hose adapter for the hydrant (for a doggie sprinkler and the wash).
4. There will be no need for additional security. All dogs will remain leashed during the event. We have current event liability insurance that can be supplied upon request.

Coordinator contact info:

Chad Lopez
708-913-8006
chad@theurbanmutt.tv