



City of Berwyn

City Council Meeting

April 24, 2012

BERWYN CITY COUNCIL MEETING
APRIL 24, 2012

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. REGULAR MEETING 4/10/12-COW-4/10/12
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. RESOLUTION-ANNUAL BASEBALL PARADE-4/28/12
 - 2. PROCLAMATION-COMCAST CARE DAY-4/21/12
 - 3. AFSCME CONTRACT
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
 - 1. RESOLUTION AND ORDINANCE-ALIVIO MEDICAL CENTER, 6447 W. CERMAK RD
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. DEFERRED-SKRYD-HANDICAP SIGN-J. SCOTELLA-6549 W. 28TH STREET
 - 2. PAUL-PIPER SCHOOL-BLOCK PARTY & STREET CLOSURE-5/18/12
 - 3. LAURETO-FITZGERALD'S OUTDOOR SHOW "UNDER THE STARS"-5/5/12
- (J) STAFF REPORTS
 - 1. POLICE CHIEF RITZ-SWEARING IN OF NEW PROBATIONARY PATROL OFFICERS
 - 2. FIRE CHIEF O'HALLORAN-SWEARING OF NEW PROBATIONARY FIREFIGHTER
 - 3. CITY ATTORNEY-INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BERWYN AND THE BERWYN PARK DISTRICT

4. CITY ATTORNEY-AGREEMENT AND SETTLEMENT OF IMPA GRIEVANCE
5. LAW DEPARTMENT-BOUNCE SPORTS MULTIPLEX BUILDING LEASE ORD.
6. ADMINISTRATIVE ASSISTANT-BERWYN INSURANCE RENEWAL
7. PUBLIC WORKS DIRECTOR-ARBOR DAY PROCLAMATION
8. CDBG-SECOND AMENDED IGA WITH IHDA \$800,000 NSP GRANT

(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-4/11/12-\$993,941.26
2. BUDGET CHAIR-PAYABLES-4/24/12-\$481,318.70
3. MAYOR-CONCLUSION OF A LIQUOR HEARING PROCEEDING
4. BUILDING & LOCAL IMPROVEMENT PERMITS-MARCH, 2012
5. BOYAJIAN-HANDICAP SIGN-H. RANDLEMAN-3438 HARVEY AVE.-DENY
6. STICKNEY YOUTH FOOTBALL FUNDRAISER-5/12/12

ITEMS SUBMITTED ON TIME 22


THOMAS J. PAVLIK - CITY CLERK

In accordance with the provisions of the Americans with disabilities Act, any individual who is in the need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the City of Berwyn should contact Thomas J. Pavlik, City Clerk at 708/788-2660 as soon as possible before the meeting date.



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- 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**

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES BERWYN
CITY COUNCIL
APRIL 10, 2012

- 
1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:02 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Santoy, Polashek Avila, and Laureto.
 2. The Pledge of Allegiance was recited and a moment of silence was had for the family of the deceased Jason Brescato, an employee with the Stickney Public Works Department and a Stickney Fireman and for the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
 3. The Open Forum portion of the meeting was announced. Alderman Avila announced the Morton College Job Fair to be held on April 25, 2012, 1:00-4:00 p.m.; Meyers will also be in attendance. Avila also invited everyone to attend the North Berwyn Park District "Think Green" April 21, 2012. Alderman Chapman, invited everyone to attend the Monster Mini-Golf Pub Crawl Saturday April 21, 2012 Noon-6 p.m. Chapman also congratulated the Mayor for being selected as the 2012 Teeter Award recipient, which will be presented at the YMCA Annual Dinner Dance May 4, 2012. Alderman Laureto invited everyone to attend the North Berwyn Education Foundation Dinner Dance April 21, 2012. Alderman Boyajian reminded everyone to come out and attend "Clean-up Earth Day" sponsored by Berwyn Park District at 9 a.m. Saturday April 21, 2012 at Heritage Middle School.
 4. The minutes of the Berwyn City Council Meeting and the Committee of the Whole held on March 27, 2012 were submitted. Thereafter, Skryd made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a voice vote.
 5. The Berwyn Development Corporation submitted a communication regarding TIF application-Off the Traxx, 3144 Oak Park Ave. Thereafter, Paul made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$40,000. The motion carried by a unanimous roll call vote.
 6. The Berwyn Development Corporation submitted a communication regarding Commercial Loan-Jacks Rental, 6642 W. 26th Street.

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APRIL 10, 2012

Thereafter, Paul made a motion, seconded by Boyajian, to concur and approve in an amount not to exceed \$255,000. The motion carried by a unanimous roll call vote.

7. The City Clerk submitted a communication regarding Approval of Closed Committee of the Whole minutes of December 27, 2011, January 10, 2012, January 24, 2012 and February 14, 2012 as reviewed in Closed Session on March 27, 2012. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a voice vote.
8. The City Clerk submitted a communication regarding Updating and Codification of Ordinances and an Ordinance entitled:

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

Thereafter, Skryd made a motion, seconded by Polashek, to concur, **adopt** the Ordinance as presented and authorizes the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

9. The Parking and Traffic Committee submitted a communication regarding a Parking and Traffic meeting held on March 28, 2012 with recommendation to remove referral Items #18 and #25 dated June 23, 2009 regarding Stop Sign studies. Thereafter, Paul made a motion, seconded by Laureto, to concur and accept as informational. The motion carried by a voice vote.
10. The Traffic Engineer submitted a communication regarding Revisions to Visitor Parking Passes and an Ordinance entitled:

AN ORDINANCES AMENDING ORDINANCE SECTION 484.04 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING VISITOR PASSES.

Thereafter, Chapman made a motion, seconded by Skryd, to concur and **adopt** the Ordinance as presented and authorizes the corporate

BERWYN CITY COUNCIL MINUTES

APRIL 10, 2012

authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

11. The City Attorney submitted a communication regarding settlement of Case #2010 WC 35975. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$8,145.74. The motion carried by a unanimous roll call vote.
12. Skryd made a motion, seconded by Boyajian, to suspend the rules and bring forward item K-6. The motion carried by a voice vote. Item K-6 is a communication regarding Handicap Sign for J. Scotella-6549 W. 28th Street. Thereafter, Skryd made a motion, seconded by Polashek, to defer the matter for two weeks. The motion carried by a voice vote.
13. The Consent agenda Items K-1 thru K-5-and K-7 thru K-9 were submitted:

K-1 Budget Chair-Payroll-3/28/12-\$924,848.65

K-2 Budget Chair-Payroll-4/10/12-\$1,009,880.33

K-3 Mayor-Conclusion of Liquor Hearing Proceeding

K-4 Laureto-Handicap sign I. Velazqiez-1422 Wisconsin-Deny

K-5 Laureto-Handicap sign R. Ochoa-1219 Euclid-Deny

K-7 Collections and Licensing Permits-March 2012

K-8 The Salvation Army-Donut Day-6/1 & 6/2/12 & Red Kettle Campaign-11/16 thru 12/24/12

K-9 Community Health Assets Canvassing and Solicitation Application-May/June, 2012

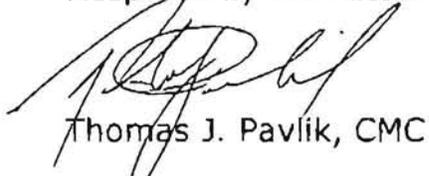
Thereafter, Avila made a motion, seconded by Santoy, to concur and approved by Omnibus Vote Designation. The motion carried by voice vote.

14. The Mayor informed the Council of a meeting that was held with 14 Gas Stations owners from Berwyn, who requested the repeal of new Gas Tax.
15. Alderman Paul called a Parking & Traffic Committee meeting for Wednesday, April 25, 2012 at 5:30 p.m.
16. Alderman Skryd called an Administration Committee meeting, for Monday, May 7, 2012 at 5:30 p.m.

BERWYN CITY COUNCIL MINUTES
APRIL 10, 2012

17. Alderman Santoy called a Business License & Taxation Committee meeting for Monday, April 23, 2012 at 6:00 p.m.
18. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Polashek, to adjourn at the hour of 8:19 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

**MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
MARCH 10, 2012**

1. Mayor Lovero called the Committee of the Whole to order at 7:05 p.m., upon the call of the roll, the following responded present. Chapman, Boyajian, Paul, Skryd, Santoy, Polashek, Avila and Laureto.
2. There being no business for the Open Committee of the Whole, Mayor Lovero requested a motion to close the Committee of the Whole for Pending Litigation, Real Estate and Land Acquisition. Thereafter, a motion by Avila, seconded by Boyajian, to close the Committee of the Whole. Motion carried.
3. A motion was made by Skryd, in Closed Session, seconded by Avila, to re-open the Committee of the Whole at 7:57 p.m. Motion carried.
4. A motion was made by Avila, seconded by Polashek, to adjourn the Committee of the Whole at 7:57 p.m. Motion carried.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



D. Bid Openings Tabulations



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



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



A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2875
www.berwyn-il.gov

F-1

RESOLUTION

WHEREAS, the Berwyn Playground Recreation Commission will hold their Annual Baseball Parade on Saturday April 28, 2012, beginning at 9:00 a.m. to end at approximately 12:00 noon; and

WHEREAS, the Berwyn City Council voted to grant permission for the aforesaid activity on Tuesday April 24, 2012; and

WHEREAS, the baseball players and coaches will assemble at the El Strip between East and Elmwood Avenue, proceed south on Elmwood Ave., to Cermak Road; west to East Avenue, south on East Avenue to Baseball Alley proceed to the Bronco Field where all teams will assemble in the outfield: and

WHEREAS, the Berwyn Police Department will have officers controlling traffic on the scheduled route with special attention to the major intersections.

NOW THEREFORE, be it resolved by the Mayor and members of the Berwyn City Council to grant permission for this annual event and to extend to all the boys and girls participating in the baseball program our best wishes for good weather and a successful baseball season.

Entered upon the records of the City of Berwyn, this 24th day of April 2012.



ROBERT J. LOVERO - MAYOR

Attest:



THOMAS J. PAVLIK - CITY CLERK



The City of Berwyn



Robert J. Lovero
Mayor

F-2

A Century of Progress with Pride

Proclamation

WHEREAS, Comcast remains an active, committed and engaged member of the State of Illinois as demonstrated by 11 years of Comcast Cares service in local communities and well over 2.1 million total number of hours of service at approximately 3500 projects sites in local communities;

WHEREAS, Comcast supports the core American value of volunteerism through partnerships, grants and volunteer activities that empowers individuals and organized communities; and

WHEREAS, Comcast Cares Day is a celebration of service, and is one of the largest national days of service that brings employees, families, friends, and community partners together for a common purpose and mission; and

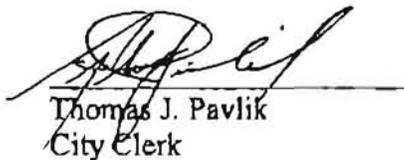
WHEREAS, Comcast is celebrating its 11th Comcast Cares Day, and has reached important milestones, including 2.5 million hours of service and over \$10.5 million in grants to organizations nationwide; and

WHEREAS, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication and service of Comcast volunteers for "Beautify Berwyn" project work with Youth Crossroads and the Berwyn Park District in Berwyn, Illinois; and

NOW, THEREFORE, BE IT RESOLVED that I, Robert J. Lovero, Mayor of Berwyn, proclaim April 21, 2012, as "Comcast Cares Day" in Berwyn.

Entered upon the records of the City of Berwyn this 24th day of April 2012.


Robert J. Lovero
Mayor


Thomas J. Pavlik
City Clerk



The City of Berwyn



Robert J. Lovero
Mayor

F-3

A Century of Progress with Pride

April 24, 2012

Members of the City Council

Re: AFSCME Contract

Council Members:

I am presenting for your review the proposed contract with AFSCME. I have included this proposed agreement in your packets for your review.

I am requesting at this time your approval of this 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



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



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



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

ROBERT J. LOVERO, Mayor

6700 West 26th Street • Berwyn, Illinois 60402-0701

Telephone: (708) 798-2660 • Fax: (708) 798-2675 • www.berwyn-il.gov

H-1

ZONING BOARD OF APPEALS

April 19, 2012

CHAIRMAN: Joel W. Chrastka

EXECUTIVE SECRETARY: Milton F. Persin

MEMBERS:

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Lance C. Malina

Don Miller

City Clerk-City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

RE: Alivio Medical Center, Inc. 6447 W. Cermak Road

Dear Mr. Pavlik:

Enclosed is a Resolution and Ordinance pertaining to the above captioned Hearing(s) in which the Berwyn Zoning Board of Appeals recommends approval by the City Council.

Please present to the City Council at your earliest convenience.

Sincerely

Executive Secretary

Cc: Building Director-Lazzara

LEGAL DESCRIPTION

LOTS 7,8 AND 9 IN BLOCK 2 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS

6447 W. Cermak Road

REQUEST BY APPLICANT

Conditional Use to operate a Group Medical Center

APPLICANT-(Individually and Collectively)

Alivio Medical Center, Inc.

DATE OF PUBLIC HEARING

April 17, 2012

DATE OF PUBLIC NOTICE PUBLICATION

March 28th, 2012, Life Newspaper

MEMBERS PRESENT

Messrs: Malina, Castado, Miller, Fejt, Chrastka, Persin and Mrs. Hernandez.

WHEREAS, IT IS HEREBY RESOLVED by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 17th day of April, 2012, and having considered all the facts presented at the Hearing of this matter;

WHEREAS, the APPLICANT has been duly informed if: (a) the BOARD fully or partially approves the request of the APPLICANT by at least 4 votes; OR (b) the BOARD rejects the request of the APPLICANT; OR (c) the BOARD has made no recommendation to the CITY COUNCIL; and the CITY COUNCIL approves the request of the APPLICANT, the APPLICANT must obtain a building permit within SIX (6) MONTHS after the date that the ORDINANCE is enacted;

The BOARD has reached its decision after considering the testimony of the witnesses and the documents presented both prior to and during the Hearing, briefly set forth as follows:

1. The Petitioner, Alivio Medical Center, Inc., was represented by Attorney James A. Schraidt. Abdul Hafeez Bhurgri MD, the Medical Director, and Augustine Gomez Leal, the Architect, jointly testified on behalf of the Petitioner. The Petitioner shall hold title to the Real Estate and shall also operate the business under the same name. It should be noted that the Petitioner is a Not-For-Profit Corporation, receives some funds from the Federal Government and therefore is subject to some Federal Regulations.

2. The Petitioner entered into a contract with Citizens Financial Bank to purchase the two story vacant building 6447 West Cermak Road and that contract is contingent upon approval of their Conditional Use to operate a Group Medical Center at that address. Mr. Persin stated that a Group Medical Center is not listed as a Regulated Use in either the RO or the DRO Overlay Districts so those regulations will not apply. The lot measures 88.74' East to West; 125' North to South; and the building measures 60.33' East to West and 99.90' North to South.

3. Mr. Bhurgri testified that the Petitioner corporation is operating a similar business at six (6) other sites, including a few schools and the closest location is in Cicero. The business at those locations shall continue.

4. The building shall be completed as follows:

BASEMENT: Is a half basement at the South End of the building. Shall have a relocated sprinkler system; South End: A mechanical room & electric room; Existing stairs to first and second floor West of center; New stairs and elevator East of center to first floor only. North End of South Section: Three offices; West End: A utility room; East End: A utility room.

FIRST FLOOR: West End: 3 examination rooms, 1 office and two toilets, Vestibule with exit to rear parking lot; South End: Existing stairway from basement and up to second floor; Janitor closet, new stairway and elevator from basement to first floor only; Middle Section: 6 exam rooms, 1 toilet, 1 office, 1 intake and cashier room; East end: 6 exam rooms, 1 chart room, and 1 Pharmacy; North End: Existing elevator and stairs to second floor only, elevator mechanical room, vestibule to entrance and exit to Cermak Road west of elevator;

General waiting area with 63 capacity at north end.

SECOND FLOOR: West End: 3 Dental offices, 1 regular office, 2 toilets, and 1 lab; South End: Existing stairway from basement to first and second floors; General waiting area with 24 capacity; South End: existing stairs from basement and first floor, 24 capacity; East End: 1 procedure room, 1 chart room, 5 examination rooms; 1 conference room and 1 administration room; Middle Section: 1 Lab, 1 toilet, 1 office, and 5 Examination rooms. North End: Existing stairway and elevator from first floor only, General waiting area with 26 capacity.

MISCELLANEOUS: Dental Labs will be responsibility of the Dentists; Bathrooms will comply with the American Disability Act; Pharmacy will be owned and operated by an independent firm and will be open to the general public; Intake rooms are used for patient registration; Procedure room shall be used for minor surgery, such as removal of warts, skin lesions, etc. No major surgery on premises; The sprinkler system shall be moved from the present location and up dated. The heating and cooling roof units which service the first and second floor shall be replaced and there shall be 4 to 5 thermostats on each floor. The heating and cooling for the basement shall be located in the basement mechanical room.

5. Final result is 25 Medical Examination Rooms-15 first floor and 10 second floor; two Labs-Second floor; 7 offices-3 basement, 2 first floor, and 2 second floor; 6 toilets-3 first floor and 3 second floor; 1 pharmacy -first floor; two Intake and cashier rooms-1 on first and 1 on second floor; vestibule to exits and entrances at Southwest and north ends of first floor; 1 conference room-second floor; 1 administration room-second floor; 1 procedure room-second floor; 1 chart room at Southeast second floor and 1 at Southeast first floor; 1 electric room-basement; two utility rooms-basement; one mechanical room South end of basement and 1 mechanical room at north end of first floor by elevator.

6. Only change to exterior of building will be new windows and doors. They also will remove the canopy with present sign and put a small sign on the brick at the front of the building. The waste receptacle shall be located next to the east parking lot area. There will be a special pick up for medical waste. The estimated cost for the remodeling of the building is about 3 million Dollars and when added

to the purchase price in excess of \$500,000.00 the Petitioner is making a substantial investment for this project.

7. The Petitioner shall comply with the Fire Code in regard to the number of people that can occupy the premises at any one time.

8. They shall re-stripe all the parking spaces and shall provide 6 on site spaces at the south parking lot and 8 regular and 1 disabled parking space at the West parking lot for a total of 15. Section 1276.08-(b)7 of the Zoning Code states that a Group Medical Center must provide 9 minimum parking spaces and 1 extra space for each 500 square feet of floor area in excess of 5,500 square feet, therefore 19 spaces are required under the code.

9. In addition, Mr. Bhurgri stated that the City of Berwyn has agreed to issue to the Group Medical Center, one public parking permit for each employee of the Group Medical Center to park in the Vacin Fairway just north of the building and also they can park along the curb on Gunderson and Cermak Road, which will add additional parking spaces for employees and patients.

10. The Petitioner needs a Conditional Use under Section 1258.02 and a variation for 4 less parking spaces under Section 1258.11 (A) and 1276.08-(b) 7.

11. Mr. Bhurgri testified that they will initially hire 5 general practitioner Doctors and the medical services shall be of a general nature with no specialties such as cardiac or orthopedic services. They expect to hire some certified medical assistants to be supervised by a registered nurse, and about 4 clerical persons to handle the paper work. Anticipated hours of operation shall be 8:30 A.M. to 5:30 P.M. Monday, Tuesday, Thursday and Friday, from 1:00 P.M. to 8:00 P.M. on Wednesday, and from 9:00 A.M. to 1:00 P.M. on Saturday. The doctors shall share the reception room, medical assistants, clerical personnel and all the applicable medical facilities on the premises.

12. They expect to treat about 100 patients a day but there should no be no more than around 16 patients on the premises at any one time. No drug or alcohol rehab services will be provided and their hospital

connection shall be MacNeal and Mercy Hospitals. All their doctors shall be eligible to practice at those hospitals. They will treat Medicare and Medicaid patients.

13. The Third Ward Alderman, Margaret Paul, stated that the parking studies made show that there should be sufficient parking in the area with on-site, off site permit parking, and street parking.

14. Attorney Schraidt stated that his client had viewed other properties in Berwyn but this was the only site that has sufficient space to accommodate this Group Medical Center.

15. Mrs. Mary Hester Hernandez, the area investigator, presented a written report which is incorporated by reference in this resolution. She met with Agustin Gomez Leal, Architect, Carmen Velasquez, Executive Director, and Dr. Bhurgri during her inspection. She was told that they propose to remodel the vacant building in accordance with the plans for the basement, first floor and second floor, as previously submitted. The exterior of the building will remain the same and the existing parking lot will be re-stripped to designate each parking space with a total of 15 on site spaces .

The Alivio Group Medical Center seeks a variation for parking and loading requirements , and specifically for the shortage of 4 on site parking spaces. The Center will purchase parking permits for its employees to park in the Vacin Fairway just north of the Center. In addition, there is street parking along Gunderson Avenue and along Cermak Road. The building has been vacant for several years and there has been no interest for rental or sale. A Conditional Use is requested to operate a Group Medical Center in the C-2 General Commercial District.

This Group Medical Center will provide comprehensive fees and have a bilingual staff. The Alivio Medical Center is governed by a Board of Directors, an Executive Director, and is federally accredited. Notices about this hearing were distributed on the 2100 and 2200 blocks of Gunderson and on Cermak Road between Ridgeland and Gunderson. Mrs. Hernandez voted in favor of granting a Conditional Use to operate the Alivio Medical Center, Inc., as A Group Medical Center. She subsequently agreed with the other Members of the Board that the Conditional Use approval is contingent upon the Petitioner obtaining a parking pass for each employee to park in the Vacin Fairway.

16. Messrs: Malina, Castaldo, Miller, Fejt, Persin and Chrastka all voted in favor of granting a Conditional Use to the Alivio Medical Center, Inc. to operate a Group Medical Center, but contingent upon the Petitioner obtaining a parking permit from the City for each employee to park their cars in the Vacin Fairway, in accordance with the testimony at the hearing, documents presented, and this resolution. Although one Board Member expressed concern that parking may be inadequate to accommodate all the occupants of the building, other comments were that the plan presented was right for this building; that parking was no issue as the on site plus the off site parking permits for employees and street parking will be more than enough for this business operation; and that this vacant building as renovated and remodeled will greatly enhance the entire area.

17. The final vote was 7 to 0, in favor of granting the Conditional Use, contingent upon Petitioner obtaining a parking permit from the City for each employee to park their cars in the Vacin Fairway, with requested variations to operate a Group Medical Center at this location, in accordance with the testimony at the hearing; documents presented; and the content of this resolution.

This resolution was prepared from the notes taken at the meeting of testimony of all witnesses, questions that were asked and answered, the documents presented, and the comments of the Board Members who voted on this matter.

Berwyn Zoning Board of Appeals



Milton F. Persin-Executive Secretary

CONDITIONAL USE ORDINANCE #

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Conditional Use included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon;

Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law;

Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of a Conditional Use;

Whereas, the Applicant, Alivio Medical Center, Inc., has agreed to adhere to the Building Code of the City of Berwyn, Illinois, unless otherwise allowed;

Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of its privies, successors and assigns;

Whereas, the common address is 6447 W. Cermak Road, Berwyn, Illinois 60402, and is legally described as follows:

LOTS 7,8 AND 9 IN BLOCK 2 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND WHEREAS, THE FINDINGS AND RECOMMENDATIONS OF THE ZONING BOARD OF APPEALS ARE HEREBY ADOPTED AND MADE A PART HEREOF;

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois:

That a Conditional Use is hereby granted to allow the operation of a Group Medical Center in accordance with the testimony at the hearing; documents presented; and the resolution.

This Ordinance shall become and be effective immediately upon its passage, approval and publication in the manner prescribed by law.

Passed this _____ day of _____, _____.

Number Voting Yes: _____ Number Voting No: _____

Absent: _____ Abstain _____

Approved this _____ day of _____, _____.

ATTEST:.

Tom Pavlik- City Clerk

Robert J. Lovero-Mayor



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

4-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 04/10/12

Deferred Communication

Agenda Item K-6 Is a Referred Communication from C C Meeting dated 02/14/12 #12

FROM Alderman Skryd

Re: Handicap Sign 799-John Soccella

ITEM # 12

Roll Call/Tally Sheet
City of Berwyn

DATE: April 10, 2012

TIME: 7:00pm

COMMITTEE OF THE WHOLE

Member	Motion	Second	Yea	Nay	No Vote	Present	Absent	Excused	Abstain
CHAPMAN									
BOYAJIAN									
PAUL									
SKRYD	✓	X							
SANTOY									
POLASHEK			X						
AVILA									
LAURETO									
LOVERO									

MOTION TO:	REFER TO:	TO:	COMMENTS:
Approve as submitted	BDC		
Accept as Info	Building Dept.		
Adjorn	Collector		
Adopt	Finance		K-6
Approved as Amended	Fire Dept.		
Approved for Payment	City Administrator		
Approved as Submitted	Law Dept.		
Bring Forward	✓ Mayor		
Carried	Police Dept.		
Concur	Public Works Dept		
Defeated	Committees & Boards		
Defer	X Administration Comm.		
Defer / Refer	Bldg/Zon/Plan Comm.		
Deny	Budget Comm.		
Germane	Comm. Of Whole		
Grant Permission	Business License & Taxation		
Recess	Fire & Police Comm.		
Refer	Library		
Study & Report	Parking & Traffic		
Suspend the Rules	✓ Public Works Comm.		
Withdraw	Recreation Comm.		
	Traffic Engineer		
	Zon. Bd. Appeals		

The City of Berwyn



Michele D. Skryd
4th Ward Alderman

A Century of Progress with Pride

6700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6404 Fax: (708) 788-2675
www.berwyn-il.gov

K-6

12
DATE APR 10 2012
DISPOSITION

April 5, 2012

Honorable mayor Robert J. Lovero and
Members of City Council

BRINGS FORWARD
DEFER
2 WEEKS

Re: Handicap Sign Application #799 John Scotella
6549 W. 28th Street

Mayor and City Council Members:

I concur with the investigating officers recommendations in the attached handicap sign application to **approve** the request.

Respectfully,

Michele Skryd
4th 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: March 26, 2012

RE: HANDICAPPED SIGN FOR: John Scotella #799

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

6549 W. 28th Street

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Skryd

REVIEWED

Public Works

Traffic Engineer

Aldermen



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 3/22/2012
Officer: Margo Raimondi#192

Applicant Name: John Scotella - Jeanine Sanders (Caregiver)

Address: 6549 W. 28th Street, Berwyn IL 60402

Telephone:

Nature of Disability:

Information

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

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

Report # 12-03543

Skaya Ward Alderman:

Staff Recommendation	
Approved	Denied

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Affidavit For Handicapped Parking Sign or Drop Off Zone

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

John Scotella
(Name of Handicapped Applicant)

6549 28th St
(Berwyn Address)

Jeanine Sanders
(Name of caregiver, or guardian if minor)

(Telephone /Cell Phone Number)

Is there a garage on the property? Yes No

Are you the homeowner? Yes No

Driveway Carport _____

All Applicants must submit the Physicians form (A)

***Renters must submit the Owner Consent form (B).**

Vehicle Information

CADILLAC 4Door
(Vehicle make and model)

Blue 99
(Color / Year)

(Illinois License Plate Number)

(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

(Illinois Permanent Handicap Placard Number)

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

Return the completed form to the Parking Division at the Berwyn Police Department

6401 West 21st Street, Berwyn, Illinois

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

(Signature of handicapped person or their legal guardian)

(Date)

Physician Form (A)

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

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

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____

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

(Physician's Signature/Stamp)

3/15/12

(Date)

(Print Physician's Name)

(Address and Telephone Number)

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-03543

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 12-03543
REPORT TYPE Incident Report	RELATED CAD # C12-014906	HOW RECEIVED Walk In
WHEN REPORTED 03/26/2012 08:55	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 6549 W 28th ST Berwyn, IL, 60402	STATUS DATE
TIME OF OCCURRENCE 03/26/2012 08:55	STATUS CODE	

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	PHONE
Scotella, John			6549 W 28th ST Berwyn, IL, 60402	
SEX	RACE	HGT	WGT	HAIR
M	White, Caucasian			
CLOTHING		SID #	DL #	FBI #

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Other	

NAME	DOB	AGE	ADDRESS	PHONE
Jeanine, Sanders			6549 W 28th ST Berwyn, IL, 60402	
SEX	RACE	HGT	WGT	HAIR
F	White, Caucasian			
CLOTHING		SID #	DL #	FBI #

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Reporting Party	

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
	IL	Sedan, 4-door		
YEAR	MAKE	MODEL	COLOR	COMMENTS
1999	Cadillac	(unknown)	Blue	

OWNER
Sanders, Jeanine

NARRATIVES

PRIMARY NARRATIVE

Jeanine Sanders, who resides at 6549 W. 28th Street, is requesting handicapped parking signs to be placed in front of her home (on the 28th Street side, closest to the door of the residence). Ms Sanders is the primary caregiver for her brother, John Scotella, who suffers from

Ms Sanders relates that on-street parking is particularly difficult due to heavy traffic in the area, when there are games at Janura Park. There is a garage on the premises, however, Ms Sanders does not have access to garage parking.

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

REPORTING OFFICER	STAR #	REVIEWER	STAR #
RAIMONDI, MARGO J	192		

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-03543

STATION COMPLAINT UCR
 9041 (Applicant File)
 REPORT TYPE
 Incident Report
 WHEN REPORTED
 03/26/2012 08:55
 TIME OF OCCURRENCE
 03/26/2012 08:55

DESCRIPTION
 Applicant File
 RELATED CAD #
 C12-014906
 LOCATION OF OFFENSE (HOUSE NO., STREET NAME)
 6549 W 28th ST Berwyn, IL 60402
 STATUS CODE

INCIDENT #
 12-03543
 HOW RECEIVED
 Walk In
 STATUS DATE

ASSISTING OFFICERS

OFFICERS

STAR #

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

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

April 13, 2012

Ladies and Gentlemen:

Mr. John Fontanetta, the Principal of Piper School, has requested a temporary street closure for Kenilworth on May 18, 2012. This will be the date of the Piper School Block Party. The street closure is for the safety of the children.

The event will only require the closure of Kenilworth from 25th Street to approximately 2423 Kenilworth (the length of the school and school yards). They request that the street be closed only from 3:30 until 7:30 pm. Piper School will be responsible for delivering notice of the closure, as well as an invitation to the party, to the residents of the 2400 block of Kenilworth.

I respectfully ask for your concurrence for this street closure request. I also ask that Public Works deliver barricades to the corner of Kenilworth and 25th Street as well as drop them at 2423 Kenilworth on the morning of the event.

Mr. Fontanetta invites the Fire Department to join the party. The hook and ladder truck was a great hit with the students. I also extend an invitation on behalf of Mr. Fontanetta and the Piper School family to Mayor Lovero and members of the City Council.

Thank you for your consideration of this matter.

Sincerely,


Margaret Paul

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) 748-6408 Fax: (708) 788-2875
www.berwyn-il.gov

I-3
April 19, 2012

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

Dear Mayor and Member of the City Council:

I was contacted by Mr. Bill Fitzgerald with regards to hosting an outdoor show. This would be an event "under the stars" as he has done in the past to celebrate Cinco de Mayo on Saturday, May 5, 2012. He has the opportunity to host Tributosaurus as "Santana". Mr. Fitzgerald has hosted this band under the stars in the past without incident. This venue would be from 7:30 p.m. and run no later than 11:30 p.m.

I would also ask for Council approval for FitzGerald's annual "American Music Festival". This year the event will run June 29th through July 3, 2012. The Festival will have the same hours as last year. Bill will work with City according to City codes for the event.

I am asking that this communication be placed on the consent agenda for approval.

Sincerely,

Nora Laureto

Nora Laureto
Alderman 8th Ward
City of Berwyn



J. Staff Reports



Mayor
Robert J. Loverso

BERWYN POLICE DEPARTMENT
"Serving with Pride"



Chief of Police
James D. Ritz

April 13, 2012

J-1

Mayor Robert J. Loverso
6700 W. 26th St.
Berwyn, IL 60402

RE: **SWEARING IN NEW PROBATIONARY PATROL OFFICERS**

Dear Mayor Loverso:

I respectfully request the City Clerk to swear in the following Probationary Police Officers who have been hired per City Council approval, and from the City of Berwyn Fire and Police Commissioners current Eligibility list:

- Gregory B. Lill
- Michael J. Corrigan
- Richard Bolec
- Christopher A. Swiecionis
- William S. Massuci
- Juan G. Salgado
- Carlos Lopez

Please contact me at anytime if you have further questions regarding this request.

Respectfully submitted,

James D. Ritz
Chief of Police



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



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

Date: 4/10/12

RE: Probationary Police Officer Appointment

Gregory Lill has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of Gregory Lill to the Berwyn Police Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/24/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

ALaureto@ci.berwyn.il.us

tony@laureto.com

708-935-3225



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



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

Date: 4/10/12

RE: Probationary Police Officer Appointment

Michael Corrigan, has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of Michael Corrigan to the Berwyn Police Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/23/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto
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ALaureto@ci.berwyn.il.us
tony@laureto.com
708-935-3225



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

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Tony J. Laureto, Secretary



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

Date: 4/10/12

RE: Probationary Police Officer Appointment

Richard Bolec, has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of Richard Bolec to the Berwyn Police Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/23/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

ALaureto@ci.berwyn.il.us

tony@laureto.com

708-935-3225



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



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

Date: 4/10/12

RE: Probationary Police Officer Appointment

Christopher Swiecionis has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of Christopher Swiecionis to the Berwyn Police Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/23/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

ALaureto@ci.berwyn.il.us

tony@laureto.com

708-935-3225



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



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

Date: 4/10/12

RE: Probationary Police Officer Appointment

William Massuci has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of William Massuci to the Berwyn Police Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/23/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

ALaureto@ci.berwyn.il.us

tony@laureto.com

708-935-3225



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



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

Date: 4/10/12

RE: Probationary Police Officer Appointment

Juan Salgado has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of Juan Salgado to the Berwyn Fire Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/23/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

ALaureto@ci.berwyn.il.us

tony@laureto.com

708-935-3225



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



Mayor Robert J. Lovero

Alderman Ralph Avila Chairman of Police and Fire Committee

Police Chief James Ritz

City Clerk Tom Pavlik

City Treasurer Joseph Kroc

Members of the City Council

Date: 4/10/12

RE: Probationary Police Officer Appointment

Carlos Lopez has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of Carlos Lopez to the Berwyn Police Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/23/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

ALaureto@ci.berwyn.il.us

tony@laureto.com

708-935-3225



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

Sam Molinaro
Assistant Fire Chief
smolinaro@ci.berwyn.il.us

BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701
708.788.2660 ext 3281
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

J-2

April 18, 2012

To: Mayor Robert Lovero
Members of City Council

From: Fire Chief Denis O'Halloran

Re: Introduction and swearing in of newly appointed probationary Firefighter/Paramedic Michael Gartz for the replacement for Retired Lieutenant Jerry Enright.

Honorable Mayor and members of City Council,

I would like to introduce our newly appointed Firefighter/Paramedic Michael Gartz and present him for swearing in for the position. This position has been planned for in the budget and is a replacement.

Respectfully submitted,

Denis O'Halloran
Fire Chief.



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



Mayor Robert J. Lovero
Alderman Ralph Avila Chairman of Police and Fire Committee
Fire Chief Denis O'Halloran
City Clerk Tom Pavlik
City Treasurer Joseph Kroc
Members of the City Council

Date: 4/10/12

RE: Probationary Firefighter Appointment

Michael Gartz has passed all of the requirements of employment for the City of Berwyn Fire Department.

As approved by the Mayor and the City Council at the request of Fire Chief Denis'Ohalloran, the members of the Police and Fire Commission therefore recommend the appointment of Michael Gartz to the Berwyn Fire Department.

The introduction and swearing in at the 4/24/2012 Berwyn Council meeting and the effective start date of 4/19/2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

ALaureto@ci.berwyn.il.us

tony@laureto.com

708-935-3225

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-3

A Century of Progress with Pride

April 24, 2012

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

Re: Intergovernmental Agreement between the City of Berwyn and the Berwyn Park District for the
Funding of Storm Water Improvements at Proksa Park

Ladies and Gentlemen:

At the Berwyn City Council Meeting on March 27, 2012, an Intergovernmental Agreement was deferred
and referred to the Law Department for review.

The Law Department met with Director Jeff Janda of the Berwyn Park District.

Attached please find the revised Agreement.

The Law Department as well as the Berwyn Park District is requesting your concurrence in the approval
of this Agreement.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

ATB:kmc

exercised by a unit of local government individually, and to enter into intergovernmental contracts for the performance of governmental services, activities and undertakings involving cooperative ventures between them.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties, as follows:

Section 1: Incorporation. The recitals set forth above are incorporated by reference into this Section 1 as material terms.

Section 2: Design and Construction of Improvements.

- a. Within thirty (30) days of the Effective Date, the Park District will commission the design of the Improvements so as to include an underground storm water detention facility and associated drains, pipes, connections and other facilities, within the Park, sized to retain approximately 5,507 cubic feet (0.126 acre-feet) of water, and capable of maintaining a release of storm water into the City's storm sewer system through an outlet not to exceed six inches, and at a constant discharge rate not to exceed a projected 3-year storm rate. The design of the Improvements shall substantially conform to approved plans and specifications for the 2012 Proksa Park Improvements-prepared by Frank R. Novotny & Associates, dated May , 2012, on file with the Park District (the "Plans").
- b. The Park District shall promptly notify the City of its receipt of the Plans from Novotny & Associates. The City and the Park District shall then have up to fourteen days to review and approve the Plans. If either party does not approve the Plans within said period, this Agreement shall become null and void.
- c. Within thirty (30) days after approval of the Plans by the City and the Park District, the Park District shall prepare and advertise bids for the construction of the Improvements. The Park District shall award the contract in accordance with Park District purchasing policies and applicable law, based on the lowest responsive bid by a responsible bidder; provided however, the Park District shall have the right to reject all bids if it determines that it is in the best public interest to do so. The bidding process shall be consistent with the bidding process employed by the City.

Section 3: Cost Sharing. As between the City and the Park District, the Park District shall be responsible for the first eleven thousand dollars (\$11,000.00) of the cost of the design and construction of the Improvements. The City shall be responsible for cost of the construction of the Storm Water Retention Improvements, provided the City's share of the cost shall not exceed fifty-five thousand dollars \$55,000.00. The City shall deliver its share of the final contract price to the Park District not less than seven (7) days before the final payment to the contractor is due, provided the Park District has expended all DCEO

Grant funds appropriated for this project.

Section 4: The parties further agree that during the term of this Intergovernmental Agreement, and any extension(s) thereof, neither party will take any action which materially interferes with the proper operation and functioning of the Improvements. The City agrees to lend its technical knowledge and expertise in relation to future maintenance and possible expansion of the detention system.

Section 5: Maintenance and Repair.

- a. The Park District shall all times during the term of this Agreement and any extensions thereof:
 - (i) at its sole expense maintain the Improvements located within the Park and keep them in good and safe repair, so as to allow for the proper functioning of the Improvements, and so as to comply with all applicable state, federal and/or local rules, regulation, ordinances or statues applicable to storm water retention facilities, if any; and
 - (ii) at its sole expense maintain and restore any turf and plantings disrupted as a result of the maintenance and repair of the Improvements within the Park.
- b. The City shall all times during the term of this Agreement and any extensions thereof:
 - (i) at its sole expense maintain the storm water control facilities that interconnect with the Improvements and are located beyond the Park, including the storm sewers, inlet and outlet structures, and keep them in good and safe repair, so as to allow for the proper functioning of the Improvements, and so as to comply with all applicable state, federal and/or local rules, regulation, ordinances or statues applicable to storm water retention facilities, if any; and
 - (ii) at its sole expense maintain and restore any turf and plantings disrupted as a result of the maintenance and repair of the storm water control facilities that interconnect with the Improvements and are located beyond the Park.

Section 6: To the fullest extent permitted by law, each party to this Agreement shall protect, indemnify, save, defend and hold harmless the other party, including its officers, officials, employees, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees), which the other party and for which its officers, officials, employees, and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in

connection with or under, or as a result of this Agreement, but only to the extent such liability is caused by any negligent act or omission of the indemnifying party.

Section 7: Notice. Notice to any party shall be in writing and shall be delivered /

personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

Mayor
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

and

Director of Public Works
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

If to the Park District:

Executive Director
Berwyn Park District
3701 S. Scoville Avenue
Berwyn, Illinois 60402

or to such other address as any party may from time to time designate in a written notice to the other parties.

Section 8: Miscellaneous.

- a. The term of this agreement shall be for a period of twenty-five (25) years from the Effective Date, unless extended by mutual written agreement authorized by the corporate authorities of both parties.
- b. 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 or entity who is not a party to this Agreement.

- c. The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect, unless one or both of the parties can no longer perform the Agreement.
- d. This Agreement constitutes the entire understanding between the Park District and the City with respect to the subject matter contained herein, and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral, or otherwise. Any and all representations, agreements, promises and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect.
- e. Both parties represent that they have taken all actions required of the City and the Park District for the authorization and execution of this Agreement.

Berwyn Park District

City of Berwyn

By: _____

By: _____

ATTEST: _____

ATTEST: _____

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-A

A Century of Progress with Pride

April 24, 2012

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Re: Voluntary Separation Agreement and Release
and Settlement of IMPA Grievance

Dear Mr. Pavlik:

Please put this item on the April 24, 2012 agenda, authorizing the settlement of the above referenced matter for the total of \$90,000.00 plus \$10,000.00 "Cobra Payment Settlement," based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

J-5



DEL GALDO LAW GROUP, LLC
Attorneys & Counselors

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

• MEMORANDUM •

TO: THE HONORABLE MAYOR ROBERT J. LOVERO
THE HONORABLE BOARD OF TRUSTEES

CC: THE HONORABLE CITY CLERK THOMAS J. PAVLIK
ANTHONY T. BERTUCA, CITY ATTORNEY

FROM: DEL GALDO LAW GROUP, LLC

DATE: APRIL 20, 2012

SUBJECT: **BOUNCE SPORTS MULTIPLEX BUILDING LEASE**

Please find attached hereto the Bounce Sports Multiplex Corporation building lease and its corresponding documents. The property being lease is located at 3310 South Grove Avenue, Berwyn, Cook County, Illinois. The term of the lease is a period of sixty (60) months from the date the lease has been fully executed and delivered. Please contact James M. Vasselli at the Del Galdo Law Group if there are any questions or concerns

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

CITY OF BERWYN

NOTICE OF INTENT TO ENTER INTO A BUILDING LEASE AND REQUEST FOR ALTERNATE PROPOSALS

PUBLIC NOTICE is hereby given by the City of Berwyn, Illinois (the "City") that it intends to enter into an agreement (the "Agreement") for the lease of the real property located at the address commonly known as 3310 South Grove Avenue, Berwyn, Cook County, Illinois (the "Property") to Bounce Sports Multiplex Corporation (the "Developer"). Draft copies of the Agreement, which include the terms of the proposed lease of the Property, are currently on file at City Hall, Office of the City Clerk, 6700 26th Street, Berwyn, Illinois.

THE CITY HEREBY INVITES ALTERNATE PROPOSALS FOR THE LEASE OF THE PROPERTY LOCATED AT 3310 SOUTH GROVE, BERWYN, ILLINOIS. Please contact the City Clerk to review the applicable building lease and to obtain information regarding the form, if any, required for proposals submitted to the City. Although the City will consider all creative proposals for lease of the Property, the Developer's plan represents the City's preferred development plan. The City will consider alternate proposals received in the Office of the City Clerk for five (5) calendar days after the publication of the notice.

This invitation for alternate proposals shall not create any legal obligations to enter into any contract or other agreement with any party who submits a proposal except on terms and conditions the City, in its sole and absolute discretion, deems to be satisfactory and desirable. The right is reserved by the City to reject any and all proposals.

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE CITY TO LEASE CERTAIN REAL
PROPERTY TO BOUNCE SPORTS MULTIPLEX CORPORATION FOR THE
CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

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

Nona Chapman
Jeffrey Boyajian
Margaret Paul
Michele Skryd
Cesar Santoy
Theodore Polashek
Rafael Avila
Nora Laureto
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on April 25, 2012.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE CITY TO LEASE CERTAIN REAL PROPERTY TO BOUNCE SPORTS MULTIPLEX CORPORATION FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the City owns and/or controls certain real estate located at the address commonly known as 3310 South Grove Avenue, Berwyn, Cook County, Illinois (the “Subject Property”) and legally described as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) have determined that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

WHEREAS, Bounce Sports Multiplex Corporation (the “Developer”) intends to develop certain real property located in the City for retail purposes (the “Project”); and

WHEREAS, the Project will increase the tax revenue base for the City and provide a benefit to the City’s residents; and

WHEREAS, the Property is located in a redevelopment project area commonly known as the Depot District; and

WHEREAS, based on the above findings, the Corporate Authorities have determined that it is in the best interests of the City and its residents to lease the Subject Property to the Developer; and

WHEREAS, the Developer shall abide by such conditions regarding the use of the Property as set forth in the terms of the Building Lease (the “Agreement”), attached hereto and incorporated herein as Exhibit B; and

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

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

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

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

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to negotiate, enter into, execute and approve an agreement with terms substantially the same as the terms of the Agreement.

Section 3. The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City’s legal counsel.

Section 4. The City’s legal counsel is hereby authorized to negotiate and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

Section 5. The Mayor is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City’s legal counsel, and the City Council further authorizes the Mayor or his designee to execute

any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

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

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

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

[Remainder of page intentionally left blank.]

EXHIBIT A
LEGAL DESCRIPTION

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this

___ day of _____ 2012, pursuant to a roll call vote, as follows:

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

APPROVED this ___ day of _____, 2012.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

Legal Description

Andrews and Pipers 1st Addition of Berwyn, Lots 16-25 in Blocks 4, 5, 12, 13, 20, 21, 28, 29, 34, 36 and 39 in La Vergne, a Subdivision of East Half of the Northwest One Quarter of Section 31, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Property PINs

16-31-126-028-0000, 16-31-126-027-0000, 16-31-126-026-0000, 16-31-126-041-0000

EXHIBIT B
AGREEMENT

BUILDING LEASE

This Ground Lease (this "Lease") is made as of this ____ day of April, 2012, by and between CITY OF BERWYN, an Illinois municipal corporation, as lessor (the "City") and Bounce Sports Multiplex Corporation, a Delaware corporation (hereinafter referred to as "Bounce" or "Developer"). The City and the Developer are hereinafter, for convenience purposes only referred to as the "Parties."

RECITALS

A. The City also holds title to certain property commonly known as 3310 South Grove Avenue, Berwyn, Cook County, Illinois (the "Property"), legally described in Exhibit A attached hereto. The location of the Property is depicted on the site plan attached hereto as Exhibit B.

B. The Developer desires to establish a high quality sports facility in the City at the Property (the "Intended Use").

C. In connection with the Intended Use, the City is willing to lease the Property to the Developer and the Developer desires to lease the Property from the City for the Intended Use and on the terms and conditions set forth herein.

D. The Developer has agreed to provide the City with an amount of shares of B Series stock equaling no less than a ten percent (10%) ownership interest in Bounce, one (1) corporate director's board seat for Bounce, monthly financial operating statements for Bounce, and verification of operating capital dedicated to the Intended Use by August 1, 2012 (collectively, the "Equitable Security").

E. The Developer has agreed to pay the City "Rent" pursuant to the "Rent Schedule."

F. The Developer intends to renovate and customize the Property and the City is willing to provide the Developer the "Tenant Improvement Allowance" to offset a portion of the renovation costs.

NOW, THEREFORE, in consideration of the above Recitals and mutual covenants contained herein, the Parties agree as follows:

1. Definitions: The following terms shall have the following meanings:

(a) "Property" shall have the meaning set forth in the Recitals. The Property contains a building of approximately fifteen thousand, seven hundred and seventy-four square feet (15,774 sq.ft.). The Property is alternatively referred to herein as the "Premises".

(b) "Effective Date" shall mean the date that this Lease has been fully

executed and delivered by the City and the Developer.

(c) “Governmental Authority” shall mean any governmental or quasi-governmental department, agency, body or district exercising authority or having jurisdiction over the Property.

(d) “Parking Area” shall have the meaning set forth in Section 4.

(e) “Permitted Users” shall mean the tenants, employees, agents, licensees, customers and invitees of the Developer having business at the Property. Notwithstanding, after providing the Developer twenty-four (24) hours prior notice, the City shall have the right to enter and inspect the Premises.

(f) “Premises” shall also refer to the Property.

(g) “Site Plan” shall have meaning set forth in Recitals. The Site Plan is attached as Exhibit B.

(h) “Term” shall mean the period of sixty (60) months from the Effective Date.

(i) “Extended Term” or “Option Term” shall mean, as applicable, an extension of the initial Term for a period of sixty (60) months.

(j) “Commencement Date” shall mean the date the work listed on the Work Letter and the Developer’s Improvements are completed as evidenced by the issuance of a certificate of occupancy for the Premises.

(k) “Rent” shall have the meaning set forth in the Recitals.

(l) “Rent Schedule” shall have the meaning set forth in the Recitals. The Rent Schedule is attached hereto as Exhibit C. The Rent Schedule will also contain the sums to be deposited as the Security Deposit.

(m) “Tenant Improvement Allowance” shall mean a payment by the City to the Developer’s contractors for customization and renovation of the Property as set forth in Section 2 (c). The Tenant Improvement Allowance shall only be used to pay for costs expended on those items listed on Exhibit D (the “Work Letter”). The Tenant Improvement Allowance shall not exceed \$281,000.00.

(n) “Work Letter” shall mean that letter attached hereto and incorporated herein as Exhibit D that enumerates all of those construction items that the Developer is required to complete pursuant to the terms of this Lease and prior to being eligible to receive the Tenant Improvement Allowance.

(o) “Developer’s Improvements” shall have the meaning set forth in Section 2 (c) below.

(p) “Security Deposit” shall have the meaning set forth in Section 2 (f) below.

2. Demise of Premises.

(a) Grant and Demise of Premises. The City hereby leases to the Developer and the Developer hereby leases from the City, for the Term, the Property in accordance with and subject to the terms, covenants and conditions of this Lease. The City grants to the Developer and the Permitted Users, the right to use the Property, consistent for the Intended Use and subject to the rights of the Permitted Users and as hereinafter provided.

(b) Condition of Premises. Developer is leasing the Property in its current "AS IS" condition, subject to the provisions of Section 2 herein.

(c) Improvement of Premises. The City has agreed and shall pay to the Developer, upon the terms and conditions set forth below, a "Tenant Improvement Allowance." As conditions precedent to the Developer's receipt of the Tenant Improvement Allowance, the Developer shall: (i) undertake and complete the Developer's Improvements (as hereinafter defined) and all of the work listed on the Work Letter (collectively, the "Work"); and (ii) deliver to the City a certified list of the Developer's contractors to whom the Tenant Improvement Allowance is to be paid, mutually acceptable lien waivers, standard form sworn contractors' statements, and such other documentations as may be reasonably requested by the City to certify that the Work was completed substantially in accordance with all plans submitted by the Developer or its contractors to the City's building department and all applicable laws, statutes, ordinances, resolutions, codes, orders, rules and all other regulations (the "Laws"). The Developers shall permit the City to inspect the Work to ensure its satisfaction with the construction quality of the same. The City shall pay the Developer's contractors the Tenant Improvement Allowance upon the later of: (i) thirty (30) calendar days after the Developer's satisfaction of the aforementioned conditions precedent to payment; or (ii) August 30, 2012. The City shall have no obligation to pay the Tenant Improvement Allowance in the event the Developer fails to satisfy the foregoing conditions precedent to payment as determined by the City in its reasonable discretion. Notwithstanding the foregoing, the City shall not unreasonably withhold payment of the Tenant Improvement Allowance. In the event that the Developer fails to complete the Work, it shall be solely liable for the payment of contractors' invoices, costs and expenses for any portion of the Work completed. In addition to completion of the work listed on the Work Letter, the Developer shall, at its sole cost and expense, erect, install and construct such signage, security systems, public address systems and all other costs of the customization and renovation of the Property (the "Developer's Improvements"), unless there are funds or monies remaining from the Tenant Improvement Allowance that the Developer may utilize. The Developer shall substantially complete or cause the substantial completion of the Work prior to the occupancy of the Premises, in whole or in part, by the Developer or any tenant. The Developer and its contractors shall undertake and complete the Developer's Improvements and the work set forth in the Work Letter in accordance with all the Laws and permits applicable thereto and in a good workmanlike manner, free of any liens or other claims and to the same standard of construction, and consistent in quality and appearance with neighboring properties. In connection with such construction, the Developer agrees to use reasonable efforts (i) to minimize interference with the use of and conducting of business on neighboring areas and the use of any

appurtenant public rights of way, and (ii) to keep all public rights of way free of debris. The Developer shall proceed diligently with all construction of the work set forth on the Work Letter and the Developer's Improvements during normal construction hours. All contractors and subcontractors performing work under this Lease shall be licensed and insured.

(d) Intended Use of the Premises. The Developer and Permitted Users of the Property shall use the Property in developing a high quality sports facility. The Intended Use shall be undertaken in compliance with the Laws.

(e) Rent. Beginning on the 10th day of the month subsequent to the month that the City fully approves the Work and allows the Developer to use the Property for its Intended Use, the Developer shall pay the City for the lease of the Premises at the rate as set forth in Exhibit C. The Developer shall pay, in addition to the Rent, all of the expenses, charges and costs required to be paid by the Developer as set forth in this Lease. The Rent shall be due and payable on the tenth (10th) day of each month. In the event the Developer fails to pay the Rent by the 10th day of each month, then the City shall have the right of assessing a late charge equal to ten percent (10%) of the then monthly rent. Notwithstanding, nothing herein shall preclude the City from electing to exercise its remedies set forth in Paragraph 7(b).

(f) Security Deposit. Within seven (7) business days following the Effective Date, the Developer shall deposit the sum set forth in Exhibit C as security for the Developer's full and faithful performance of all of the covenants and conditions of this Lease. The City shall return the Security Deposit, without interest, after the termination of this Lease if the Developer has fully and faithfully performed all terms, conditions and covenants of this Lease. The City may apply any part of the Security Deposit to cure any such default. In such event, the Developer shall, upon demand, pay a supplemental amount such that the City has the full Security Deposit on hand throughout the Term, and any applicable Option Term, of the Lease.

(g) Taxes. The Developer shall be responsible for all taxes levied against the Property during the Term and any applicable Option Term. The Developer shall pay the outstanding taxes in full and on or prior to the date the taxes are deemed due by the applicable taxing authority. With respect to property taxes levied against the Property, during the Term and any applicable Option Term of this Lease, the City hereby grants the Developer the right to present a challenge or challenges against said levied property taxes with the applicable taxing authority. If the Developer successfully receives a reduction in property taxes, the City shall apply said reduction amount as a credit towards any of the Developer's future rent, default or outstanding invoices.

(h) Covenants. On or prior to the Commencement Date, the Developer shall deposit the Equitable Security with the City. The Parties agree that the Equitable Security shall be kept on deposit and in full force and effect during the Term, and any applicable Option Term, of the Lease. Developer shall continuously operate the Property for the Intended Use of the Property during the term. Within thirty (30) calendar days after the

Commencement Date, SkyDan Realty shall be paid a brokerage fee as set forth in Exhibit E.

3. City Obligations. The City shall consider reasonable proposals by the Developer for signage compliant with the Laws provided the signage is in front of the Property or in the windows of the Property. All signage shall be at the sole cost and expense of the Developer unless there are funds or monies remaining from the Tenant Improvement Allowance that the Developer may utilize. The City shall provide the Developer a standard thirty (30) day inspection period. In the event the Developer elects, through written notice to the City, to terminate this Lease within such inspection period, the City shall return the Security Deposit less: (i) the City's consulting and legal fees incurred in connection with this transaction and (ii) such other costs as the City may determine are required for the proper maintenance and repair of the Premises, normal wear and tear excepted. In the event that the City receives a written offer (the "Offer") for the purchase of the Property during the Term, or any applicable Option Term, that it deems acceptable, the City shall provide written notice thereof to the Developer and provide the Developer with a reasonable opportunity to deliver to the City a equally binding offer to purchase the Property with the same terms and conditions as the Offer.

4. Parking. The City has identified available parking in the structure above the Premises and on the public rights of way adjacent to the Premises in accordance with applicable signage and fees. The City agrees to review and consider any written proposal from the Developer to on the street parking as 2 hour parking and 15 minute drop off zones.

5. Developer Rights, Obligations, Representations and Covenants .

(a) General. The Developer shall, at it sole cost and expense: (i) maintain in good condition and repair the Property and make such repairs and replacements, as may be necessary to maintain the Property in condition consistent with neighboring properties; (ii) maintain the Property free of snow and ice and other debris; and (iii) provide lighting for the Property adequate for the Intended Use thereof.

(b) Authority. Bounce represents and warrants for the benefit of the City that it has the expertise, financial wherewithal and legal power, right and authority to enter into this Lease, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Developer hereunder. This Lease and all agreements, instruments and documents herein provided to be executed by Developer are duly authorized, executed and delivered by and binding upon Developer in accordance with their terms. All requisite action has been taken by Bounce or its agents in connection with entering into this Lease and the consummation of the transactions contemplated hereby.

(c) Improvements. The Developer agrees that it shall not construct any structures, improvements or otherwise renovate the Property without the approval of the City, which approval the City shall not unreasonably withhold. All improvements or other renovations shall be made consistent with the Laws and the Intended Use. The Developer's tenant finishes shall be pre-approved tenant finishes in advance of any such work and in compliance with all Laws.

(d) Surrender. Upon the expiration of this Lease, the Developer shall surrender the Property to the City in its then physical condition, free of any debris or personal property of Developer.

6. Insurance and Indemnification.

(a) Insurance. The Developer shall maintain general commercial liability insurance, including contractual liability insurance, covering its rights and obligations under this Lease in an amount not less than Two Million Dollars (\$2,000,000.00), combined single limit per occurrence. Such insurance shall name the City as its interest may appear, as an additional insured and shall provide that the other party shall be given at least ten (10) days prior written notice of cancellation of the insurance. Developer shall deliver, concurrently with the execution of this Lease, and thereafter not less than thirty (30) days prior to the expiration date of any such policy, certificates of insurance evidencing such coverage.

(b) Indemnification. The Developer hereby indemnifies the City, its Mayor and City Council, the Berwyn Development Corporation, and their respective officers, directors, department heads, employees, attorneys, consultants, independent contractors and agents (collectively, the "Indemnified Parties"), and agrees to defend and save the Indemnified Parties harmless from and against any and all liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys fees and expenses) for death or injury to persons or damage to property arising out of the exercise by the Developer or its Permitted Users of the rights granted herein or resulting from the Developer's breach of this Lease or the negligent use of any of the Property by the Developer or its Permitted Users, except for such liability, loss, damage, cost and expense resulting from any willful or negligent acts of the indemnitee or indemnitee's Permitted Users.

7. Default/Remedies.

(a) Any "Event of Default" shall occur if the Developer fails to observe or perform any of the covenants, conditions or provisions of this Lease and fails to cure such default within one hundred twenty (120) days after written notice thereof to the Developer, but if such default is of such nature that it cannot be completely cured within such period, if the Developer commences such cure within such one hundred twenty (120) day period and thereafter proceeds with reasonable diligence and in good faith to cure such default, then said Event of Default shall be considered cured.

(b) Upon the occurrence of an Event of Default, the City may at its option, to the extent permitted by law, exercise either of the following remedies, provided that the City first provides the Developer at least sixty (60) days prior written notice after the expiration of the one hundred twenty days cure period state above (and assuming the Developer has not cured the Event of Default in such period): (i) take any action permitted at law or in equity as may appear necessary or desirable enforce performance and observance of any obligation, agreement or covenant of the Developer under this Lease or for damages sustained as a result of such default; or (ii) terminate this Lease and

thereafter by lawful means re-enter and take possession of the Premises, and remove the Developer and its property.

8. Holding Over. If the Developer remains in the Premises beyond the expiration of the Term, or any applicable Option Term, such holding over shall be without right and the Developer shall be liable to the City for any loss or damage incurred by the City as a result thereof, and such continued occupancy shall not be deemed to create any tenancy, but the Developer shall be a tenant at sufferance only.

9. Assignment. The Developer may not assign this Lease without the express written consent of the City. The City shall have the right to request any reasonable documentation regarding the tenancy established herein, including, without limitation any documentation regarding the financial condition of the Developer or the tenancy established hereunder. The approval of the assignment shall not be unreasonably withheld.

10. Condemnation, Fire and Damage. The Parties agree to reasonably cooperate to remediate the damage caused by the unforeseen event.

12. Notices. Any notice or written communication required or permitted to be delivered under this Lease shall be: (a) in writing; (b) transmitted by personal delivery, express or courier service, United States Postal Service in the manner described below; and (c) deemed to be delivered on the earlier of the date received or four (4) business days after having been deposited in the United States Postal Service, postage prepaid or on the next business day following deposit with an overnight courier. Such writings shall be addressed to the parties as follows, or to such subsequent address as either party may designate in writing, as follows:

To the City: City of Berwyn
 Attn: Brian Pabst
 6700 26th Street
 Berwyn, Illinois 60402

With a Copy to: Berwyn Development Corporation
 Attn: Anthony Griffin
 3322 South Oak Park Avenue
 Berwyn, Illinois 60402

With a Copy to: Del Galdo Law Group, LLC
 Attn: James M. Vasselli
 1441 South Harlem Avenue
 Berwyn, Illinois 60402

To Developer: Bounce Sports Multiplex Corp.
 Attn: Christopher Bell
 1029 Linden Avenue

Oak Park, Illinois 60302

With a Copy to: Reniva & Associates, P.C.
Attn: Elbert D. Reniva
731 Belleforte Avenue
Oak Park, Illinois 60302

13. Miscellaneous.

(a) Governing Law/Severability. This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois. If any clause, sentence or other portion of the terms, conditions, covenants and restrictions herein becomes illegal, null or void, for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Lease shall remain in full force and effect.

(b) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the respective successors and assigns for the parties hereto.

(c) Attorneys' Fees. Any party may enforce this Lease by appropriate action and the party prevailing in such litigation shall be entitled to recover its costs and expense, including reasonable attorneys' fees.

(d) Captions. The captions appearing in this Lease are for convenience and do not define or describe the scope or intent of a particular section.

(e) Memorandum. The City agrees that the Developer may cause a memorandum of this Lease, in substantially the form as attached hereto as Exhibit F, to be recorded in the public records against the Property. Upon expiration of the Term or any applicable Option Term, Developer shall release such memorandum of record.

(f) Force Majeure. The Developer shall not be responsible for any failure to perform any of its obligations hereunder if such failure is caused by any reason beyond the control of the Developer, including, strike, labor unrest, trouble, governmental rule, regulations or ordinances, casualty, civil commotion, war or disruption of utility services.

(g) Time. Time is of the essence hereof.

(h) Exhibits. All exhibits are attached hereto and incorporated herein by this reference.

(i) Quiet Enjoyment. The Developer, so long as it is not in default hereunder beyond any applicable notice and cure periods, shall have and enjoy quiet and undisturbed possession of the Property without hindrance, ejection or molestation by the City or any other person claiming through the City. Notwithstanding any provision to the contrary, nothing contained in the Lease shall alter, modify or limit any police power

right or function of the City or the rights of the City, and the Berwyn Development Corporation to use and access the Property. The City and/or its agents, employees and contractors shall have the right to enter the Property at all times to examine the same and to direct (or make, with charge back rights) such repairs as the City may deem necessary pursuant to local ordinances, in such manner as to minimize the interference with the use thereof.

(j) The Parties acknowledge that the Illinois Compiled Statutes require the City to solicit other proposals for the Premises. The Parties agree that if the City obtains a more favorable proposal within the "review time," as statutorily defined or as previously applied by the City, then the City shall have the right to terminate this Lease with no recourse against the City for such termination.

**** SIGNATURES ON SEPARATE PAGE ****

IN WITNESS WHEREOF, this Lease has been executed on the date first above written.

CITY/LESSOR:

CITY OF BERWYN, an Illinois municipal
corporation

ATTEST:

By: _____
Hon. Robert J. Lovero, Mayor

By: _____
City Clerk

DEVELOPER/LESSEE:

BOUNCE SPORTS MULTIPLEX
CORPORATION,
a Delaware corporation

By: _____
Christopher Bell
Its: President

:

List of Exhibits

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

Exhibit A
Legal Description of the Property
(TO BE ATTACHED; ADDRESS BELOW)

Address: 3310 South Grove Avenue, Berwyn, IL

Legal Description

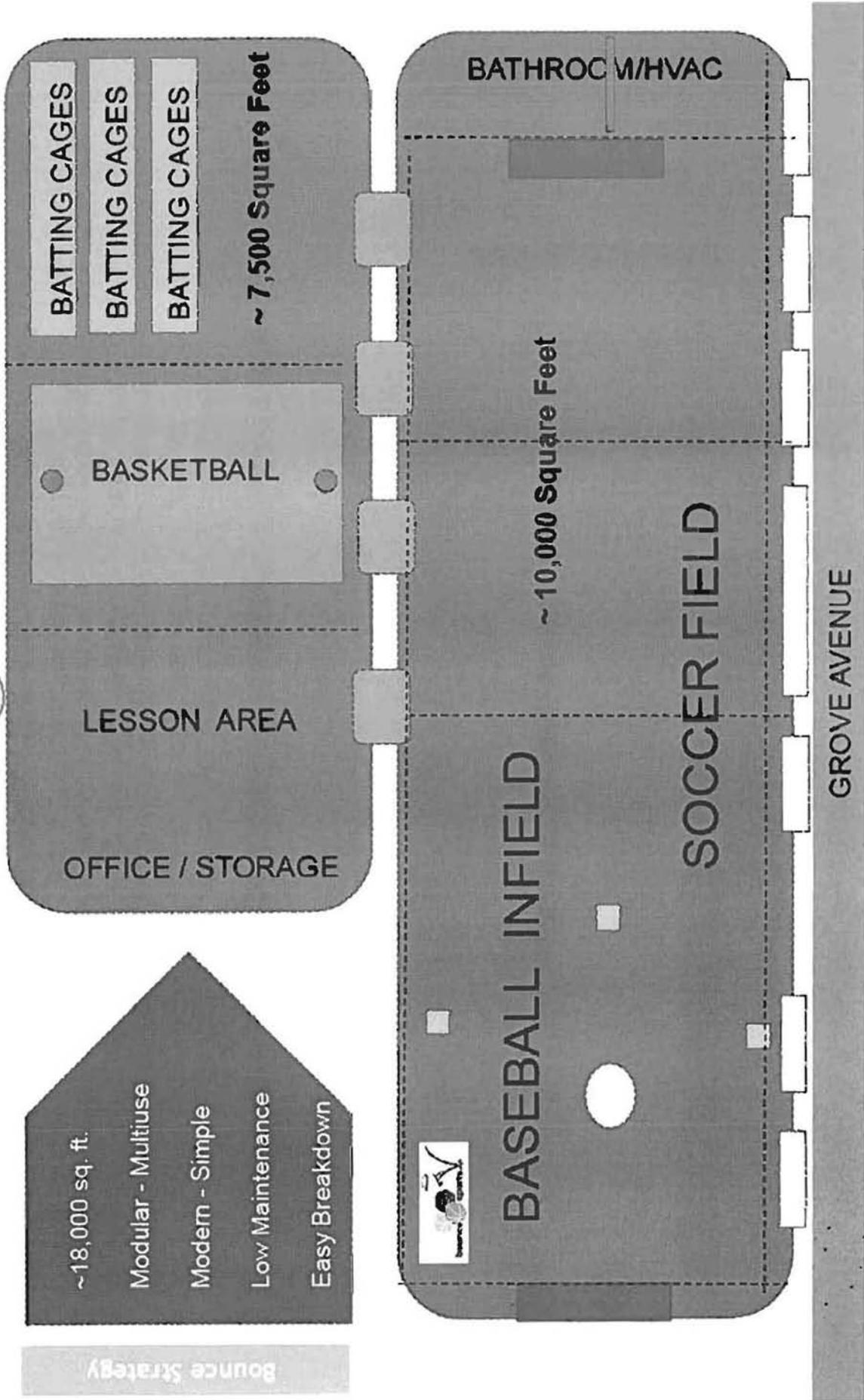
Andrews and Pipers 1st Addition of Berwyn, Lots 16-25 in Blocks 4, 5, 12, 13, 20, 21, 28, 29, 34, 36 and 39 in La Vergne, a Subdivision of East Half of the Northwest One Quarter of Section 31, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Property PINs

16-31-126-028-0000, 16-31-126-027-0000, 16-31-126-026-0000, 16-31-126-041-0000

Exhibit B
Site Plan
(TO BE INSERTED)

Site Plan



~18,000 sq. ft.
Modular - Multiuse
Modern - Simple
Low Maintenance
Easy Breakdown

Bounce Strategy

Exhibit C
Rent Schedule

1. **Annual Net Rent Schedule:**

Year 1: \$3.50 per sq ft; Year 2 and 3:\$5 per sq ft; Year 4 and 5: \$8 per sq ft for the first term.

2. **Rental Increase**

Rent Increase of 2.35% annually during 2nd and 3rd term options.

Security Deposit

\$9201.50; increased to \$13,145 in year 2 and 3; increased to \$21,032 in year 4.

Exhibit D
Work Letter
(TO BE INSERTED)

Pivotal Corporation and subsidiary d/b/a Bounce Sports Multiplex
Tenant Improvement Allowance EXHIBIT

Tenant Allowance Work will be limited to:

All work shall be performed in a good and workmanlike manner and in compliance with all applicable code requirements.

A. HVAC:

Exposed HVAC run to adjacent to ceiling column. (Need to detail needed load)

B. ELECTRICAL:

Standard electrical outlets power lighting, machines and electronic equipment. (Need to detail needed load)

C. TELEPHONE:

Landline and t1 dedicated line.

D. PLUMBING:

Bathroom will be ADA complaint and in accordance with agreed architectural design.

E. FIRE PROTECTION:

Fire extinguishers in four areas of facility and three exits are available with a sprinkler system.

F. WALLS:

Painted and exposed brick with padding up to 7 feet. The exception is the bathroom area which will be drywall.

G. STOREFRONT AND ENTRY DOORS:

Primary entry will be middle glass door area. Other two entry points remain.

H. FLOORS:

Concrete floors with plywood covering and turf on baseball/soccer area are expected. The turf will be fire resistant. Non smoking facility and limited electrical requirements,

I. HANDICAPPED ACCESSIBILITY:

All areas are handicap accessible.

J. CEILINGS: Ceilings will include netting and additional lighting.

K. TRASH AREA: Two Small dumpsters at back of facility.

L. SPRINKLER SYSTEM: To be installed in accordance with City Requirements.

M. GENERAL CONDITION OF SPACE:

Unfinished on delivery.

Exhibit E
Brokerage Fee
(TO BE INSERTED)

Exhibit F

Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of April ____, 2012, by and between City of Berwyn (“Landlord”) and Bounce Sports Multiplex, LLC, a Delaware (“Tenant”).

1. Landlord has leased to Tenant pursuant to the terms and conditions of a Lease dated as of April ____, 2012 (the “Lease”) for the “Leased Premises” located in Berwyn, Cook County, Illinois and described in Exhibit A hereto.

2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby the Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for the Term.

3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease as set forth herein, and is not intended, and shall not be construed, to define, limit or modify the Lease.

4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

Signature pages follow

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

LANDLORD

City of Berwyn,

By: _____
Name:
Title:

TENANT

BOUNCE SPORTS MULTIPLEX CORPORATION,
a Delaware corporation

By: _____
Christopher Bell
Its: President

EXHIBIT A TO MEMORANDUM OF LEASE
(TO BE INSERTED)

Legal Description

Andrews and Pipers 1st Addition of Berwyn, Lots 16-25 in Blocks 4, 5, 12, 13, 20, 21, 28, 29, 34, 36 and 39
In La Vergne, a Subdivision of East Half of the Northwest One Quarter of Section 31, Township 39 North,
Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Property PINs

16-31-126-028-0000, 16-31-126-027-0000, 16-31-126-026-0000, 16-31-126-041-0000

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Robert J. Lovero is the Mayor of the City of Berwyn, an Illinois municipal corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor, he signed this instrument as his free and voluntary act and as the free and voluntary act of City of Berwyn for the uses and purposes therein set forth.

GIVEN under my hand and seal dated _____.

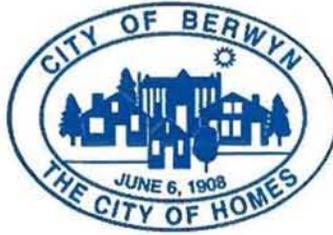
NOTARY PUBLIC

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Christopher Bell is the President of Bounce Sports Multiplex Corporation, a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed this instrument as his free and voluntary act and as the free and voluntary act of Bounce Sports Multiplex Corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal dated _____.

NOTARY PUBLIC



JL

A Century of Progress with Pride

April 24, 2012

To: Mayor and City Council

Re: Berwyn Insurance Renewal for Crime, Police Fiduciary, Fire Fiduciary, Property & Auto Physical Damage for the City, Property and Liability for NSP Homes

Dear Mayor and Council:

The City currently has an array of insurance policies that are expiring. We have asked our broker to obtain quotes for these various policies.

Crime Insurance: This policy protects the City from loss of money, security, or inventory as a result of crime. This coverage typically includes claims of employee dishonesty, forgery, embezzlement, robbery, and many other acts. This coverage is currently utilized by most public entities in Illinois. We would recommend continuing coverage from *Chartis*, which holds an A rating from AM Best, at a renewal cost of \$12,600 (only \$1 more compared with last year). This was by far the lowest cost option. This particular policy also includes crime insurance, up to a \$500,000 limit, which is above the Surety Bond limits for the Mayor, Treasurer, Clerk, and Finance Director.

Fiduciary Insurance – Police and Fire Pension Funds: Like most communities, our pension funds are not fully funded. Fiduciary insurance is a growing coverage for many public pension funds across Illinois. This insurance would provide coverage for all trustees of the Berwyn Police Pension Fund and Berwyn Fire Pension Fund in their role as fiduciaries. We would recommend renewing with *Ullico Insurance Company* because it offered the lowest price. It includes choice of defense counsel and a \$0 deductible. The renewal price of the Police Pension Fund Fiduciary Insurance is \$5,104 (last year's premium was \$5,116), and the renewal price of the Firefighters Pension Fund Fiduciary Insurance is \$3,813 (last year's premium was \$3,849.)

Property Insurance and Auto Physical Damage (APD) for the City: We approached four different insurance carriers for the property coverage. Three of the four carriers declined to give a quote as they could not compete with the expiring premiums. We would recommend renewing with *One Beacon*, a company that specializes exclusively in municipal coverage and has an A+ rating. One Beacon was able to lower the cost from last year's premium of \$140,159 to \$134,785 for this year saving the City \$5,374. This decrease is due to a reduction in claims filed over the year.

Property Insurance for NSP Homes: We approached three different insurance carriers for the property coverage. Two of the three declined to give a quote as they could not compete with our current coverages and corresponding premiums. We would recommend renewing with *Landmark Specialty* which has an A rating. If approved, the premium will continue at \$26,025.

Liability Insurance for NSP Homes: We approached three different insurance carriers for the property coverage. Two of the three declined to give a quote as they could not compete with the expiring coverages and premiums. We would recommend renewing with *Endurance Specialty* which has an A+ rating. The premium last year was \$27,719 and has gone down to \$27,668.

Insurance broker Peter La Monica will be available to answer questions.

I have provided a comparison of costs in the following chart:

<u>Insurance</u>	<u>Expiring Premium</u>	<u>Renewal Premium</u>
Crime	\$12,599	\$12,600
Fiduciary - Police	\$5,116	\$5,104
Fiduciary - Fire	\$3,849	\$3,813
Property/Auto for City	\$140,159	\$134,785
Property (NSP)	\$26,025	\$26,025
Liability (NSP)	\$1,469	\$1,418
Totals	\$189,217	\$183,745
	Total Savings	\$5,472

Approval of staff's recommendation would require six different motions since they involve six different and distinct contracts.

Recommendation #1: To approve the policy for crime insurance with Chartis in the amount of \$12,600.

Recommendation #2: To approve the policy for fiduciary insurance for the Berwyn Fire Pension Fund with Ullico in the amount of \$5,104.

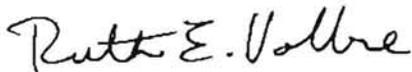
Recommendation #3: To approve the policy for fiduciary insurance for the Berwyn Police Pension Fund with Ullico in the amount of \$3,813.

Recommendation #4: To approve the City's policy for auto physical damage and property insurance with One Beacon in the amount of \$134,785.

Recommendation #5: To approve the NSP's policy for property insurance with Landmark Specialty in the amount of \$26,025.

Recommendation #6: To approve the NSP's policy for liability insurance with Endurance Specialty in the amount of \$27,668.

Respectfully,



Ruth E. Volbre
Administrative Assistant to the Mayor and City Administrator

The City of Berwyn



Robert P. Schiller
Director of Public Works

J-7

A Century of Progress with Pride

April 18, 2012

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

Re: Arbor Day Proclamation and Informational Press Release.

2012 marks the 25th year the City of Berwyn has participated in Arbor Day celebrations as part of the Tree City USA program. Part of this program requires the City of Berwyn to pass the attached resolution proclaiming the last Friday in April the official Arbor Day. This year Arbor Day falls on April 27, 2012. In addition, I have included a recent press release recognizing the efforts of the City of Berwyn receiving its twenty fifth consecutive Tree City USA award.

The City will celebrate its commitment to the urban forest by planting trees throughout the community. Trees to be planted include the addition of native species of hackberry, oaks, Crimson and Ruby Maples.

Recommended Actions:

Staff requests approval of the attached Proclamation declaring April 27, 2012 Arbor Day.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. Schiller', is written over a white rectangular area.

Robert Schiller
Director of Public Works

Berwyn Named Tree City USA Community by the Arbor Day Foundation

The Arbor Day Foundation today announced that Berwyn, IL, was named a Tree City USA community for its commitment to urban forestry.

It is the 25th year Berwyn has earned this national honor from the Arbor Day Foundation, the nation's largest nonprofit organization dedicated to planting trees.

"We all benefit when communities like Berwyn place a high priority on planting and caring for trees, one of our nation's most beautiful resources," said John Rosenow, chief executive and founder of the Arbor Day Foundation. "Trees shade our homes and add beauty to our neighborhoods, and they also provide many environmental, economic and social benefits. We applaud Berwyn's elected officials, volunteers and citizens for providing vital care for its urban forest."

The Tree City USA program is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service.

Berwyn has met the four standards to become a Tree City USA community. Tree City USA communities must have a tree board or department, a tree-care ordinance, a community forestry program with annual expenditures of at least \$2 per capita and an Arbor Day observance and proclamation.

Communities that earn Tree City USA recognition not only have taken the time to meet the four standards, they know that trees:

- Promote healthier communities by filtering the air we breathe by removing dust and other particles.
- Moderate climate, conserve water and provide vital habitat for wildlife.
- Reduce the heat island effect in urban areas caused by pavement and buildings.
- Reduce energy use and increase property values.

More information about Tree City USA can be found at www.arborday.org/TreeCityUSA.

About the Arbor Day Foundation

The Arbor Day Foundation is a nonprofit, environmental and education organization of more than 1 million members, with a mission to inspire people to plant, nurture, and celebrate trees. More information on the Foundation and its programs can be found at www.arborday.org.

The City of Berwyn



Robert J. Lovero
Mayor

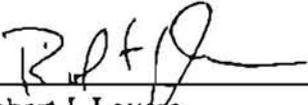
A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2875
www.berwyn-il.gov

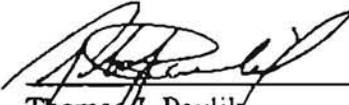
PROCLAMATION

- WHEREAS,** In 1972, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting of trees, this Holiday, called Arbor Day, was first observed with the planting of More than a million trees in Nebraska and is now celebrated Throughout the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling cost, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and;
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and
- WHEREAS,** City of Berwyn has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I Robert J. Lovero, Mayor of Berwyn, do hereby proclaim **April 24, 2012** as **ARBOR DAY** in the City of Berwyn and I urge all citizens to support efforts to care for our trees and to support our city's community forestry program and I further urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.



Robert J. Lovero
Mayor of the City of Berwyn



Thomas J. Pavlik
City Clerk, City of Berwyn



Robert Schiller
Director of Public Works, City of Berwyn





Community Development Department

Robert J. Lovero, Mayor
Robert E. Dwan, Director
6420 W. 16th Street * Berwyn, Illinois 60402
Office: 708-795-6850 FAX: 708-749-9457

TO: Mayor Robert J. Lovero
Members of the City Council

FROM: Robert E. Dwan
Community Development Department

DATE: April 20, 2012

RE: Second Amended IGA with IHDA
Addition \$800,000.00 NSP Grant to Berwyn

Dear Mayor Lovero and Members of the City Council:

As you are all aware the City of Berwyn has received an NSP Grant from the State of Illinois to purchase, rehab and resell vacant and foreclosed homes to Income qualified individuals. We have purchase 26 properties containing 29 living units. We are currently in the "rehab" stage, and have completed 6 properties so far. Those properties will be available for purchase in the next 30 days, after we have worked out some final details with IHDA.

As you are also aware, we have received great reviews from IHDA and the Governor's Office for the homes we have already completed. The Governor used one of our homes last months as the location for his announcement of an additional State program to prevent foreclosures.

Because of our great work so far, IHDA has requested we move forward and rehab all of the remaining properties immediately. To effectuate this speeding up of the original timeline, IHDA has awarded the City of Berwyn an additional NSP grant of \$800,000.

The attached resolution authorizes the execution and acceptance of the additional NSP Grant.

If you have any questions, please feel free to contact Mr. Healy or myself at any time. Thank you for your prompt attention to this matter.

Respectfully,

Robert E. Dwan

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT WITH THE
ILLINOIS HOUSING DEVELOPMENT AUTHORITY ENTITLED
*“SECOND AMMENDMENT TO
NEIGHBORHOOD STABILIZATION PROGRAM AGREEMENT”*
FOR THE USE OF NEIGHBORHOOD STABILIZATION FUNDS**

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

WHEREAS, Article 7 further authorizes a home rule unit of government to exercise any power, and perform any function, pertaining to its government and affairs; and

WHEREAS, Article 7 and the Intergovernmental Cooperation Act provide authority for, and encourage, intergovernmental cooperation; and

WHEREAS, the United States Congress has authorized the Neighborhood Stabilization Programs (“NSP”) to address the increased number of foreclosed and vacant properties in America; and

WHEREAS, because of the funding formula approved by Congress, NSP funds that should have been allocated to Berwyn, were allocated to the State of Illinois (“State”); and

WHEREAS, the Mayor and City Council are deeply concerned about the housing foreclosure crisis, and the corresponding rise in vacant and abandoned properties in Berwyn; and

WHEREAS, the Mayor and the City Council determined it was in the best interest of Berwyn to submit a grant proposal for the use of NSP funds to the State: and

WHEREAS, the State, through the Illinois Housing Development Authority (“IHDA”), previously awarded Berwyn, and the City Council of Berwyn previously approved, an NSP grant in the amount of \$1.3 million dollars on April 12, 2010 (“Original Grant”), and an additional NSP grant in the amount of \$2.625 million dollars on August 30, 2010 (First Reallocation Grant) for a total grant of \$3.925 million dollars; and

WHEREAS, because of Berwyn's timely and effective use of the Original Grant and the First Reallocation Grant, IHDA entered into discussions to reallocate additional NSP funds to Berwyn to expedite the rehab of the remaining homes purchased by Berwyn under the NSP Program; and

WHEREAS, IHDA has offered to reallocate to Berwyn an additional Eight Hundred Thousand and no/100 Dollars (\$800,000.00) of NSP funds ("Second Reallocation Grant"), which reallocation was based upon IHDA's review of Berwyn's plans, and Berwyn's proven capacity to implement its project plans in a timely and effective manner.

WHEREAS, Berwyn and the Illinois Housing Development Authority have tentatively agreed to enter into an Intergovernmental Agreement (the "IGA") relating to the expenditure of the Second Reallocation Grant funds by Berwyn, said IGA to be in substantially the form set forth in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Mayor and the City Council find that entering into the IGA is in the best interests of the City of Berwyn.

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

SECTION 1:

The Corporate Authorities of the City of Berwyn hereby approve the IGA with the Illinois Housing Development Authority entitled "*Second Amendment To Neighborhood Stabilization Program Agreement*"; said IGA to be in substantially the same form as Exhibit A attached hereto, subject to any modifications and final approval by the City Attorney as to form.

SECTION 2:

The Mayor and City Clerk are hereby authorized and directed to execute said IGA upon final approval of the City Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the City's obligations under the IGA.

SECTION 3:

The Mayor and City Clerk, or their designees, are hereby authorized and directed to execute and deliver any and all other instruments and documents that are necessary and proper to fulfill the City's obligations under the IGA, including the purchase, rehabilitation and re-sale of properties within the corporate boundaries of the City of Berwyn, all pursuant to the IGA and the rules and regulations promulgated by HUD, IHDA and any other State or Federal department or agency having authority over the expenditure of NSP funds.

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 24th day of April, 2012.

Thomas J. Pavlik, City Clerk

Voting Aye: _____

Voting Nay: _____

Absent: _____

Abstain: _____

Deposited in my office this 24th day of April, 2012.

Thomas J. Pavlik, City Clerk

APPROVED this 24th day of April, 2012

Robert J. Lovero, Mayor

SECOND AMENDMENT TO NEIGHBORHOOD STABILIZATION PROGRAM AGREEMENT

THIS SECOND AMENDMENT TO NEIGHBORHOOD STABILIZATION PROGRAM AGREEMENT (this "Second Amendment") is made as of this 19th day of April, 2012 by and between the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate of the State of Illinois ("State"), created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., having its principal office at 401 N. Michigan Avenue, Suite 700, Chicago, Illinois 60611 ("Authority") and the **CITY OF BERWYN**, an Illinois municipal corporation ("Subgrantee"), having its principal office at 6420 West 16th Street, Berwyn, Illinois 60402.

RECITALS

A. The Authority has applied for and received an allocation of funds ("NSP Funds") from the United States Government under the Neighborhood Stabilization Program as authorized by Title III of Division B of the Housing and Economic Recovery Act of 2008, Public Law 110-289 ("HERA"), applicable NSP Laws, as the same may be amended and supplemented from time to time, and which are hereby incorporated herein by reference.

B. The State of Illinois State Consolidated Plan – Substantial Amendment to the 2008 Action Plan for the Neighborhood Stabilization Program was filed on January 30, 2009 (the "NSP Program Plan") by the Department of Human Services ("DHS") with the Department of Housing and Urban Development ("HUD") and thereafter DHS filed a Substantial Amendment to the NSP Program Plan on December 8, 2009 to allow the transfer of the NSP Program Plan to the Authority (the "Substantial Amendment").

C. The Subgrantee is a "Subrecipient" as defined in 24 CFR 570.500(c) and the Subgrantee has been awarded a portion of the NSP Funds in the amount of Three Million Nine Hundred Twenty-Five Thousand and No/100 Dollars (\$3,925,000.00) (the "Subgrantee Allocation"), in the form of a grant, as evidenced by and pursuant to that certain Neighborhood Stabilization Program Agreement between the Authority and the Subgrantee dated April 12, 2010 and amended by that certain First Amendment to Neighborhood Stabilization Program Agreement dated as of August 30, 2010 (collectively, the "NSP Agreement") whereby the Subgrantee agreed to use the Subgrantee Allocation in connection with the certain activities to benefit Low, Moderate and Middle Income Persons as set forth in 24 CFR 570, as supplemented by the October 2008 Notice, the June 2009 Notice and the April 9, 2010 Notice, and as further

amended, supplemented or revised from time to time (the "National Objective") and other uses of NSP Funds permitted under the NSP Laws, including, without limitation, (i) the establishment of financing mechanisms to purchase and redevelop Foreclosed upon homes and residential properties, including such mechanisms as so-called "soft" second priority mortgage loans, loan loss reserves, and shared-equity loans for Low and Moderate Income homebuyers; (ii) the purchase and rehabilitation of homes and residential properties that have been Abandoned or Foreclosed upon, in order to sell, rent or redevelop such homes and properties; (iii) the establishment of "land banks" for homes that have been foreclosed upon; (iv) the demolition of blighted structures; and/or (v) the redevelopment of demolished or vacant properties (each an "Eligible Use", and collectively, the "Eligible Uses").

D. Subgrantee understands that all activities utilizing the NSP Funds must meet certain conditions set forth in the NSP Laws including, without limitation, the National Objective and that the NSP Funds awarded are to be used with respect to individuals and families whose incomes do not exceed 120% of area median income and, pursuant to the requirements of Section 2301(f)(3)(A)(ii) of HERA, that not less than 25% of the NSP Funds allocated to the Authority are to be used for the purchase and redevelopment of Abandoned or Foreclosed homes or residential properties that will be used to house individuals or families whose income does not exceed 50% of area median income.

E. In accordance with the Substantial Amendment, the Authority is permitted to rescind NSP Funds from subgrantees which are unable to demonstrate progress for projects, and the Authority may reallocate NSP Funds to subgrantees and to other grantees which have received a direct allocation of NSP Funds from HUD.

F. The Authority, pursuant to Resolution No. 2012-IHDA-049Q adopted on April 18, 2012, received authorization from its Board to reallocate NSP Funds to the Subgrantee as an existing subgrantee of the Authority whereby the Subgrantee is to receive an additional Eight Hundred Thousand and No/100 Dollars (\$800,000.00) of NSP Funds ("Reallocation") which Reallocation was based upon the Authority's review of the project plans of the Subgrantee and was also based upon the Subgrantee's demonstrated capacity to implement its project plans in order to meet the federal NSP production, and expenditure timelines.

G. The purpose of this Second Amendment is to document the Reallocation to the Subgrantee, to address issues related to program income and to revise certain exhibits to the NSP Agreement.

H. Subgrantee expressly acknowledges and agrees that this Second Amendment is a legal, valid and binding obligation of Subgrantee enforceable against Subgrantee by the Authority in accordance with its terms. In addition, the Authority and the Subgrantee mutually agree that the execution of this Second Amendment with the completed exhibits that are attached hereto and incorporated herein secures certain performance covenants, contractually requires

compliance by the Subgrantee with the NSP Laws, and requires that the Subgrantee achieve the affordable housing objectives of the Neighborhood Stabilization Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS; DEFINED TERMS**

The recitals set forth above, together with the information set forth in the Exhibits attached hereto, constitute an integral part of this Second Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. Terms not otherwise defined herein shall have the meanings ascribed to the same in the NSP Agreement.

2. **REVISED SUBGRANTEE ALLOCATION.**

The Subgrantee Allocation in the original NSP Agreement is hereby revised to be a total of Four Million Seven Hundred Twenty-Five Thousand and No/100 Dollars (\$4,725,000.00) which is comprised of the original NSP Allocation and the reallocation per the First Amendment for a total grant in the amount of Three Million Nine Hundred Twenty-Five Thousand and No/100 Dollars (\$3,925,000.00) plus the Reallocation in the amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) of NSP Funds. All references to the term "Subgrantee Allocation" set forth in the NSP Agreement are hereby amended to mean the Subgrantee Allocation as increased by the Reallocation per the terms of this Second Amendment. Any references hereafter in this Second Amendment to the term "Subgrantee Allocation" shall mean the Subgrantee Allocation as increased by the Reallocation. For the Reallocation, Subgrantee **will not** be entitled to receive an additional Administrative Fee of five percent (5%) from the Authority on the Reallocation amount of \$800,000.00.

3. **PROGRAM INCOME.**

Certain program income (as addressed and provided for in the NSP Agreement) may be available to the Subgrantee from the Authority pursuant to the Authority's administration of the Neighborhood Stabilization Program (the "Program Income"). In the event that the Authority applies any Program Income to the Subgrantee in accordance with the foregoing, such application may be documented by the Authority pursuant to a short form of memorandum ("Program Income Memorandum") and thereafter the term "Subgrantee Allocation" set forth in the NSP Agreement shall be deemed to be automatically amended, without the necessity for any further documentation or formal amendment, to mean the Subgrantee Allocation as increased by the amount of the Program Income. Upon the occurrence of the foregoing, all the provisions and requirements for the Subgrantee Allocation as provided in the NSP Agreement shall be deemed to pertain to the Program Income applied to the Subgrantee by the Authority. Notwithstanding

the foregoing, the Authority is under no obligation or requirement to apply any Program Income to the Subgrantee, and any decision by the Authority to apply or to not apply any Program Income to the Subgrantee shall be in the sole and absolute discretion of the Authority.

4. EXHIBITS.

The Subgrantee has listed on Exhibit A the revised intended Eligible Uses for the Subgrantee Allocation, on Exhibit B the revised Budget for the Subgrantee Allocation, on Exhibit C the revised Project Schedule for the Subgrantee Allocation and on Exhibit G the number and type of Neighborhood Stabilization Program units for the Subgrantee Allocation, which exhibits are attached hereto and incorporated herein. The exhibits attached to this Second Amendment shall be deemed to replace in their entirety Exhibits A, B, C and G of the NSP Agreement and any references within or to the NSP Agreement to any one of or all of Exhibits A, B, C and G shall hereafter be deemed to be the exhibits which are attached to this Second Amendment (collectively, the "Exhibits"). If Program Income applied to the Subgrantee as provided herein results in a change to any of the Exhibits, such change may be documented in the Program Income Memorandum without the need to otherwise amend the NSP Agreement and/or the Exhibits. The Subgrantee and the Authority understand that the Budget attached to the NSP Agreement and to this Second Amendment was and is only a preliminary budget which may be revised, if necessary, in a form and content prescribed by the Authority, with more detail and with specific information as to the use of the Subgrantee Allocation when the same becomes available to the Subgrantee and as may be required by the Authority.

5. COMPLIANCE.

Subgrantee shall use the Reallocation awarded hereunder, the Subgrantee Allocation and any Program Income that may be applied to the Subgrantee solely: (i) in connection with the Neighborhood Stabilization Program; (ii) to further the National Objective; and (iii) in connection with the activities to be taken or performed by Subgrantee in connection with the use of the Reallocation, the Subgrantee Allocation and Program Income for the Eligible Use activities on the Project related to NSP-assisted housing rehabilitation or construction activities, all as specifically described in the Exhibits. Subgrantee shall use the Reallocation, the Subgrantee Allocation and any Program Income that may be awarded in accordance with all NSP Laws and all directives of HUD, the Authority, State or other governmental agency which may be prescribed from time to time, and for no other purpose other than for an Eligible Use without the prior written consent of the Authority, which consent may be withheld by the Authority in its sole and absolute discretion. Subgrantee shall cause the Subgrantee Allocation to be fully expended on or prior to March 4, 2013.

6. EFFECT OF SECOND AMENDMENT.

Except as specifically amended or modified by the terms of this Second Amendment, all terms and provisions of NSP Agreement shall remain in full force and effect. the Authority's

agreement to modify the NSP Agreement as set forth herein shall not be interpreted or construed as obligating the Authority to make any future modifications to the NSP Agreement. All references herein to the NSP Agreement shall be understood to be to the NSP Agreement as modified hereby.

7. **FURTHER ASSURANCES.**

Subgrantee agrees to execute from time to time any and all documents reasonably requested by the Authority to carry out the intent of the NSP Agreement as modified by this Second Amendment.

8. **REAFFIRMATION OF REPRESENTATIONS AND WARRANTIES.**

Subgrantee hereby reaffirms each and every covenant, condition, obligation and provision set forth in the NSP Agreement, as modified hereby. Subgrantee hereby restates and reaffirms all of the warranties and representations contained in the NSP Agreement as being true and correct as of the date hereof.

9. **TIME OF THE ESSENCE.**

Time is of the essence in the Subgrantee's performance of its obligations under this Second Amendment.

10. **WAIVER AND ESTOPPEL.**

Any delay by the Authority in instituting or prosecuting any actions or proceedings or otherwise asserting their rights shall not operate as a waiver of such rights or operate to deprive the Authority of or limit such rights in any way. No waiver made by the Authority with respect to any specific default by the Subgrantee shall be construed, considered or treated as a waiver of the rights of the Authority with respect to any other defaults of the Subgrantee.

11. **MODIFICATION.**

This Second Amendment may not be amended in any manner other than by a written agreement executed by the parties.

12. **HEADINGS.**

The headings of the various paragraphs of this Second Amendment have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

13. **SEVERABILITY.**

If any provision of this Second Amendment, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Second Amendment shall

be construed as if such invalid part were never included and this Second Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

14. **NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth and as provided in the NSP Agreement.

15. **ORGANIZATION AND AUTHORITY.**

Subgrantee hereby represents and warrants to the Authority that Subgrantee has taken all respective governmental action necessary to enter into and authorize the execution and delivery of this Second Amendment and any other documents to be executed and delivered hereunder and that the person signing this Second Amendment on behalf of the Subgrantee has the authority to do so.

16. **COUNTERPARTS/FACSIMILE SIGNATURES.**

This Second Amendment may be executed in counterparts, each of which shall constitute an original instrument. A copy, scan or facsimile of a signature on this Second Amendment shall constitute an original signature.

17. **GOVERNING LAW.**

This Second Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on or as of the date first above written.

SUBGRANTEE:

CITY OF BERWYN, an Illinois municipal corporation

By: _____
Robert J. Lovero, Mayor

ATTEST:

By: _____
Thomas J. Pavlik, City Clerk

AUTHORITY:

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Mary R. Kenney, Executive Director

Dated: ___ day of _____, 2012

APPROVED AS TO FORM:

By: _____
Maureen G. Ohle, General Counsel

By: _____
Hazim Taib, Chief Financial Officer

EXHIBIT A

ELIGIBLE USES FOR THE SUBGRANTEE ALLOCATION

ELIGIBLE ACTIVITY B

Purchase and rehabilitate foreclosed or abandoned homes or residential properties in order to sell.		NSP Funding Amount: \$4,600,000.00				
Scope of Work Description:	<p>Purchase and rehabilitate 26 structures: 4 condo units, 3 apartment buildings (2 units per building), and 19 single family units (Total 29 units). All units for resale to income qualified individuals. The rental unit in each apartment building will be set aside for rental to individuals who are under 50% AMI. The condos will be set aside for sale to individuals under 50% AMI – who will receive a 30% reduction in sale price.</p> <p>The single family units and apartment buildings will be sold to income qualified individual under 120% AMI – persons under 50% AMI receive a 30% reduction in sale price, persons between 51% and 100% AMI receive a 20% reduction in the sale price, and persons between 101% and 120% AMI receive a 10% reduction in sale price.</p>					
	New Construction	Rehabilitation	Units at 50% AMI	Rental Units	For-Sale Units	Estimated Total Units
	Select one by marking "x"					
Single Family, Scattered Site		X	8		25	25
Single Family, Contiguous parcels						
Multi-Unit (5+), Single Site						
Condominium, Scattered Site		X	4		4	4
Total			12		29	29

EXHIBIT B

BUDGET FOR THE SUBGRANTEE ALLOCATION

ELIGIBLE ACTIVITY: Purchase and rehabilitate foreclosed or abandoned homes or residential properties in order to sell.

SOURCES

NSP Funds	\$4,600,000.00
<u>Program Income</u>	<u>\$ 294,000.00</u>
TOTAL SOURCES	\$4,894,000.00

USES

Acquisition Costs	\$2,914,721.00
Construction/Rehabilitation Costs	\$1,122,903.00
Professional Fees	\$0
Other Soft Costs	\$ 536,209.00
Financing Costs	\$0
Escrow and Reserves	\$0
Project Delivery	\$ 320,167.00
Developer Fee	\$0
TOTAL USES	\$4,894,000.00

EXHIBIT C

PROJECT SCHEDULE FOR

THE SUBGRANTEE ALLOCATION

Subgrantee: City of Berwyn

Grant Amount: \$4,600,000

Action Milestones	4/30/2012	7/31/2012	10/31/2012	1/31/2013	4/30/2013	7/31/2013
	\$ 3,518,245	\$ 3,800,000	\$4,300,000	\$ 4,600,000	\$ 4,600,000	\$ 4,600,000
Expenditure of Funds	76% of Funds Expended	83% of Funds Expended	94% of Funds Expended	100% of Funds Expended	100% of Funds Expended	100% of Funds Expended
Property Acquisition*	100% Units Acquired	100% Units Acquired	100% Units Acquired	100% Units Acquired	100% Units Acquired	100% Units Acquired
Construction *	21% units started 21% units completed	42% units started 38% units completed	80% units started 69% units completed	100% units started 80% units completed	100% units started 100% units completed	100% units started 100% units completed
Unit Beneficiaries *	0% of tenants/homebuyers identified and undergoing or completed required counseling. N/A% units leased-up 0% units purchased by homebuyers	20% of tenants/homebuyers identified and undergoing or completed required counseling. N/A% units leased-up 11% units purchased by homebuyers	40% of tenants/homebuyers identified and undergoing or completed required counseling. N/A% units leased-up 56% units purchased by homebuyers	80% of tenants/homebuyers identified and undergoing or completed required counseling. N/A% units leased-up 69% units purchased by homebuyers	90% of tenants/homebuyers identified and undergoing or completed required counseling. N/A% units leased-up 80% units purchased by homebuyers	100% of tenants/homebuyers identified and undergoing or completed required counseling. N/A% units leased-up 100 % units purchased by homebuyers

** Please note, the figures should be cumulative.*

EXHIBIT G

PROGRAM UNITS FOR THE SUBGRANTEE ALLOCATION

**NUMBER AND TYPE OF NEIGHBORHOOD
STABILIZATION PROGRAM UNITS**

No. of Units	Estimated Amount of NSP Funds Used	Type of Household
<u>12</u>	\$1,556,950	Low-Income (\geq 50% AMI)
<u>17</u>	\$3,043,050	Moderate-Middle -Income (51% - 120%AM1)



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

KA

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 20, 2012

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

SUBJECT: Payroll April 11, 2012

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the April 24, 2012 meeting.

Payroll: April 11, 2012 in the amount of \$993,941.26.

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

<u>BATCH</u>	<u>CK DATE</u>	<u>GROSS</u>	<u>FED</u>	<u>EMPLOYEE</u> <u>FICA</u>	<u>EMPLOYEE</u> <u>MEDICARE</u>	<u>EMPLOYER</u> <u>FICA</u>	<u>EMPLOYER</u> <u>MEDICARE</u>	<u>STATE</u>
220128	4/11/2012	993941.26	123824.35	14588.94	13130.37	21536.10	13130.23	42010.86
TOTALS		993941.26	123824.35	14588.94	13130.37	21536.10	13130.23	42010.86
FEDERAL	Federal	186209.99						
STATE	State	42010.86						
BATCH	# 220128	TOTALS						
457 D.C.	19401.57	0	19401.57					
FPENS	21477.00	0	21477.00					
PPENS	30328.49	0	30328.49					
VEMA	3900.00	0	3900.00					
FIPAC	916.52	0	916.52					
506 DUES	4218.00	0	4218.00					
IMPA/POL	5092.34	0	5092.34					
IMPA 1	360.00	0	360.00					
705 DUES	1118.00	0	1118.00					
AFSCME	1391.58	0	1391.58					
SEIU	899.86	0	899.86					
TOTALS	89103.36	0	89103.36					

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) 788-2676
www.berwyn-il.gov

April 20, 2012

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

SUBJECT: Payables April 24, 2012 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the April 24, 2012 meeting.

Total Payables: April 24, 2012 in the amount of \$481,318.70.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 4/21/2011 - To Payment Date: 4/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
16973	04/25/2012	Open			Accounts Payable	19th Street Condo Association	\$125.00		
16974	04/25/2012	Open			Accounts Payable	1st Source America	\$1,318.52		
16975	04/25/2012	Open			Accounts Payable	ABC Automotive Electronics	\$402.50		
16976	04/25/2012	Open			Accounts Payable	ADT Security Services	\$54.00		
16977	04/25/2012	Open			Accounts Payable	Advanced Occupational Medicine Specialists	\$340.00		
16978	04/25/2012	Open			Accounts Payable	Air One Equipment, Inc.	\$4,119.71		
16979	04/25/2012	Open			Accounts Payable	Air One Equipment, Inc.	\$848.00		
16980	04/25/2012	Open			Accounts Payable	Air One Equipment, Inc.	\$1,211.50		
16981	04/25/2012	Open			Accounts Payable	Airgas North Central	\$104.84		
16982	04/25/2012	Open			Accounts Payable	AI Warren Oil Company	\$51,223.72		
16983	04/25/2012	Open			Accounts Payable	AtcoPro, Inc.	\$203.00		
16984	04/25/2012	Open			Accounts Payable	Alliance Entertainment	\$10.25		
16985	04/25/2012	Open			Accounts Payable	American Library Association	\$130.00		
16986	04/25/2012	Open			Accounts Payable	Art Flo Shirt and Lettering	\$890.50		
16987	04/25/2012	Open			Accounts Payable	Associated Tire and Battery	\$658.56		
16988	04/25/2012	Open			Accounts Payable	AT & T	\$1,329.55		
16989	04/25/2012	Open			Accounts Payable	AT & T	\$2,891.02		
16990	04/25/2012	Open			Accounts Payable	AT& T	\$1,711.59		
16991	04/25/2012	Open			Accounts Payable	AT& T	\$1,104.00		
16992	04/25/2012	Open			Accounts Payable	B. Davids Landscaping	\$705.00		
16993	04/25/2012	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$439.89		
16994	04/25/2012	Open			Accounts Payable	Barco Products Company	\$151.94		
16995	04/25/2012	Open			Accounts Payable	Bill's & Son Clarence Ave Service Station, Inc.	\$37.00		
16996	04/25/2012	Open			Accounts Payable	Blackstone Audiobooks	\$244.50		
16997	04/25/2012	Open			Accounts Payable	Brian Madden	\$324.00		
16998	04/25/2012	Open			Accounts Payable	CaseWare International Inc.	\$335.00		
16999	04/25/2012	Open			Accounts Payable	CDW Government, Inc.	\$953.92		
17000	04/25/2012	Open			Accounts Payable	Ceda of Cook County	\$32,394.95		
17001	04/25/2012	Open			Accounts Payable	Chicago Badge Company	\$1,778.40		
17002	04/25/2012	Open			Accounts Payable	Chicago Metropolitan Agency for Planning	\$542.38		
17003	04/25/2012	Open			Accounts Payable	Chicago Office Technology Group	\$407.94		
17004	04/25/2012	Open			Accounts Payable	Cicero Public Library	\$14.00		
17005	04/25/2012	Open			Accounts Payable	Citadel	\$180.00		
17006	04/25/2012	Open			Accounts Payable	College of DuPage	\$2,112.00		
17007	04/25/2012	Open			Accounts Payable	Comcast Cable	\$11.94		
17008	04/25/2012	Open			Accounts Payable	ComEd	\$37,174.38		
17009	04/25/2012	Open			Accounts Payable	Commercial Maintenance Chemical Corporation	\$884.86		
17010	04/25/2012	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$3,802.74		
17011	04/25/2012	Open			Accounts Payable	Corpro Companies, Inc.	\$695.00		
17012	04/25/2012	Open			Accounts Payable	Daedalus Books	\$44.76		
17013	04/25/2012	Open			Accounts Payable	Daisey Book Company	\$3,805.50		
17014	04/25/2012	Open			Accounts Payable	Deece Automotive	\$4,136.80		
17015	04/25/2012	Open			Accounts Payable	Del Galdo Law Group, LLC	\$11,019.68		
17016	04/25/2012	Open			Accounts Payable	Dell Marketing, LP	\$1,141.92		

Payment Register

From Payment Date: 4/21/2011 - To Payment Date: 4/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17017	04/25/2012	Open			Accounts Payable	Diamond Graphics, Inc.	\$1,890.00		
17018	04/25/2012	Open			Accounts Payable	Diane Jepsen	\$100.00		
17019	04/25/2012	Open			Accounts Payable	Dobias Safe Services, Inc.	\$272.50		
17020	04/25/2012	Open			Accounts Payable	Drivers License Guide Company	\$137.65		
17021	04/25/2012	Open			Accounts Payable	Eagle Engraving	\$228.33		
17022	04/25/2012	Open			Accounts Payable	Edmund P. Wanderling	\$2,650.75		
17023	04/25/2012	Open			Accounts Payable	eDot	\$300.00		
17024	04/25/2012	Open			Accounts Payable	Emilio Munoz	\$250.00		
17025	04/25/2012	Open			Accounts Payable	Exelon Energy Company	\$7,051.30		
17026	04/25/2012	Open			Accounts Payable	Extendo Bed Company, Inc.	\$3,131.00		
17027	04/25/2012	Open			Accounts Payable	Federal Express Corporation	\$55.69		
17028	04/25/2012	Open			Accounts Payable	Felco Vending, Inc.	\$157.00		
17029	04/25/2012	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$353.32		
17030	04/25/2012	Open			Accounts Payable	Fuhrmann Engineering, Inc.	\$4,732.00		
17031	04/25/2012	Open			Accounts Payable	GALE	\$311.88		
17032	04/25/2012	Open			Accounts Payable	Gaylor Bros, Inc.	\$252.00		
17033	04/25/2012	Open			Accounts Payable	Goldstine,Skrodzki,Russian,Nemec & Hoff, LTD.	\$686.40		
17034	04/25/2012	Open			Accounts Payable	Grainger	\$176.76		
17035	04/25/2012	Open			Accounts Payable	Great Lakes Automatic Door, Inc.	\$803.55		
17036	04/25/2012	Open			Accounts Payable	Grey House Publishing	\$433.05		
17037	04/25/2012	Open			Accounts Payable	H-O-H Chemicals, Inc.	\$190.00		
17038	04/25/2012	Open			Accounts Payable	H. J. Mohr & Sons Company	\$1,377.79		
17039	04/25/2012	Open			Accounts Payable	Harvey Place Condo Association	\$265.43		
17040	04/25/2012	Open			Accounts Payable	Hastings Air-Energy Control	\$396.95		
17041	04/25/2012	Open			Accounts Payable	HD Supply Waterworks, LTD	\$11,782.72		
17042	04/25/2012	Open			Accounts Payable	Heartland Consultants, Inc.	\$331.75		
17043	04/25/2012	Open			Accounts Payable	Highsmith Company	\$216.00		
17044	04/25/2012	Open			Accounts Payable	Horizon Screening	\$4,324.00		
17045	04/25/2012	Open			Accounts Payable	IAFC - Membership	\$204.00		
17046	04/25/2012	Open			Accounts Payable	Illinois Department of Transportation	\$1,104.00		
17047	04/25/2012	Open			Accounts Payable	Illinois Library Association	\$250.00		
17048	04/25/2012	Open			Accounts Payable	Illinois State Toll Highway Authority	\$277.45		
17049	04/25/2012	Open			Accounts Payable	Ingram Library Services	\$1,674.24		
17050	04/25/2012	Open			Accounts Payable	Interstate Products, Inc.	\$2,406.23		
17051	04/25/2012	Open			Accounts Payable	J & L Uniforms	\$1,094.49		
17052	04/25/2012	Open			Accounts Payable	James Frank	\$109.36		
17053	04/25/2012	Open			Accounts Payable	James Kapsa	\$32.00		
17054	04/25/2012	Open			Accounts Payable	Jasmine Brown	\$18.95		
17055	04/25/2012	Open			Accounts Payable	JNC Consulting, Inc.	\$4,950.00		
17056	04/25/2012	Open			Accounts Payable	John Wysocki	\$44.07		
17057	04/25/2012	Open			Accounts Payable	Josephine Tucci	\$19.46		
17058	04/25/2012	Open			Accounts Payable	Just Tires	\$1,324.14		
17059	04/25/2012	Open			Accounts Payable	K's Quality Construction, Inc.	\$3,629.00		
17060	04/25/2012	Open			Accounts Payable	Kathy Sexton	\$170.00		
17061	04/25/2012	Open			Accounts Payable	Key Equipment Finance	\$3,521.52		
17062	04/25/2012	Open			Accounts Payable	Kieft Bros., Inc.	\$529.10		
17063	04/25/2012	Open			Accounts Payable	Law Enforcement Records Managers of Ill.	\$50.00		
17064	04/25/2012	Open			Accounts Payable	Leticia & Silvia Cadena	\$1,475.00		

Payment Register

From Payment Date: 4/21/2011 - To Payment Date: 4/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17065	04/25/2012	Open			Accounts Payable	Lorchem Technologies, Inc.	\$433.24		
17066	04/25/2012	Open			Accounts Payable	Lowe's	\$717.98		
17067	04/25/2012	Open			Accounts Payable	Luke Sutton	\$75.50		
17068	04/25/2012	Open			Accounts Payable	Lyons Tree Service, Inc.	\$7,300.00		
17069	04/25/2012	Open			Accounts Payable	M & M Window Cleaning Services	\$175.00		
17070	04/25/2012	Open			Accounts Payable	MacNeal Phy Group [OCCMED]	\$120.00		
17071	04/25/2012	Open			Accounts Payable	Marcelo Villa	\$1,475.00		
17072	04/25/2012	Open			Accounts Payable	Mario A. Hernandez-Garduno & Margarito Arredondo	\$1,475.00		
17073	04/25/2012	Open			Accounts Payable	Martin Hasler	\$1,452.49		
17074	04/25/2012	Open			Accounts Payable	McCann industries, Inc.	\$578.85		
17075	04/25/2012	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
17076	04/25/2012	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
17077	04/25/2012	Open			Accounts Payable	Meihahn Manufacturing Company	\$2,990.00		
17078	04/25/2012	Open			Accounts Payable	MES - Illinois	\$175.95		
17079	04/25/2012	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$125.00		
17080	04/25/2012	Open			Accounts Payable	Michele D. Skryd	\$2,099.06		
17081	04/25/2012	Open			Accounts Payable	Micro Center A/R	\$329.99		
17082	04/25/2012	Open			Accounts Payable	Micro Marketing, LLC	\$17.19		
17083	04/25/2012	Open			Accounts Payable	Midwest Tape	\$93.96		
17084	04/25/2012	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
17085	04/25/2012	Open			Accounts Payable	Mike & Sons	\$5,175.40		
17086	04/25/2012	Open			Accounts Payable	Mothers on a Mission, Inc.	\$2,175.00		
17087	04/25/2012	Open			Accounts Payable	NAEIR	\$105.20		
17088	04/25/2012	Open			Accounts Payable	National Recreation and Park Association	\$600.00		
17089	04/25/2012	Open			Accounts Payable	National Seed	\$4,420.00		
17090	04/25/2012	Open			Accounts Payable	Nextel Communications	\$239.53		
17091	04/25/2012	Open			Accounts Payable	Nicor Gas	\$2,815.33		
17092	04/25/2012	Open			Accounts Payable	Noelle K. Swanson	\$59.90		
17093	04/25/2012	Open			Accounts Payable	Odelson & Sterk, LTD	\$21,264.71		
17094	04/25/2012	Open			Accounts Payable	Office Depot	\$534.10		
17095	04/25/2012	Open			Accounts Payable	Office Equipment Sales	\$610.46		
17096	04/25/2012	Open			Accounts Payable	Oriental Trading Company	\$248.75		
17097	04/25/2012	Open			Accounts Payable	Pedro Torres	\$250.00		
17098	04/25/2012	Open			Accounts Payable	Pilgram Management Company	\$455.18		
17099	04/25/2012	Open			Accounts Payable	Pillars Community Services	\$2,143.73		
17100	04/25/2012	Open			Accounts Payable	Pillars Community Services	\$2,730.92		
17101	04/25/2012	Open			Accounts Payable	Pinner Electric Company	\$16,283.04		
17102	04/25/2012	Open			Accounts Payable	Pitney Bowes	\$2,313.00		
17103	04/25/2012	Open			Accounts Payable	Pitney Bowes	\$150.75		
17104	04/25/2012	Open			Accounts Payable	PNC Equipment Finance	\$5,296.54		
17105	04/25/2012	Open			Accounts Payable	Pony Baseball	\$612.00		
17106	04/25/2012	Open			Accounts Payable	Positive Promotions, Inc.	\$98.75		
17107	04/25/2012	Open			Accounts Payable	Professional Accurate Real Estate	\$900.00		
17108	04/25/2012	Open			Accounts Payable	ProLiteracy / New Reader Press	\$29.00		
17109	04/25/2012	Open			Accounts Payable	Quarry Materials, Inc.	\$376.20		
17110	04/25/2012	Open			Accounts Payable	R.D.V. Electric, Inc.	\$2,420.00		
17111	04/25/2012	Open			Accounts Payable	Random House, Inc.	\$65.00		

Payment Register

From Payment Date: 4/21/2011 - To Payment Date: 4/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17112	04/25/2012	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$725.00		
17113	04/25/2012	Open			Accounts Payable	Record Copy Services	\$77.75		
17114	04/25/2012	Open			Accounts Payable	Recorded Books, LLC	\$136.83		
17115	04/25/2012	Open			Accounts Payable	Research Technology International	\$604.95		
17116	04/25/2012	Open			Accounts Payable	Richard C. Dahms	\$735.00		
17117	04/25/2012	Open			Accounts Payable	Riverside Public Library	\$15.00		
17118	04/25/2012	Open			Accounts Payable	Robert J. Lovero	\$204.67		
17119	04/25/2012	Open			Accounts Payable	Roscoe Company	\$605.94		
17120	04/25/2012	Open			Accounts Payable	Sam's Club/ GECRB	\$157.33		
17121	04/25/2012	Open			Accounts Payable	School Specialty	\$56.72		
17122	04/25/2012	Open			Accounts Payable	Secretary of State	\$198.00		
17123	04/25/2012	Open			Accounts Payable	Sprint	\$1,294.78		
17124	04/25/2012	Open			Accounts Payable	Standard Equipment Company	\$1,325.30		
17125	04/25/2012	Open			Accounts Payable	Stephanie Levy	\$65.50		
17126	04/25/2012	Open			Accounts Payable	Strictly Sewers	\$12,618.50		
17127	04/25/2012	Open			Accounts Payable	Suburban Concrete, Inc.	\$6,828.24		
17128	04/25/2012	Open			Accounts Payable	Suburban Concrete, Inc.	\$8,829.45		
17129	04/25/2012	Open			Accounts Payable	Suburban Laboratories, Inc.	\$340.00		
17130	04/25/2012	Open			Accounts Payable	Suburban Life Publications	\$300.00		
17131	04/25/2012	Open			Accounts Payable	SWAN	\$10,830.37		
17132	04/25/2012	Open			Accounts Payable	Tantor Media	\$187.17		
17133	04/25/2012	Open			Accounts Payable	Target Auto Parts	\$77.96		
17134	04/25/2012	Open			Accounts Payable	Tazman Construction	\$390.00		
17135	04/25/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$436.13		
17136	04/25/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$116.41		
17137	04/25/2012	Open			Accounts Payable	The AV Cafe	\$52.98		
17138	04/25/2012	Open			Accounts Payable	The McCann Group, LLC	\$1,557.79		
17139	04/25/2012	Open			Accounts Payable	The Sign Edge	\$60.00		
17140	04/25/2012	Open			Accounts Payable	Thomas Hayes	\$21.83		
17141	04/25/2012	Open			Accounts Payable	Thomson West	\$1,044.00		
17142	04/25/2012	Open			Accounts Payable	Tim Oko	\$2,290.00		
17143	04/25/2012	Open			Accounts Payable	Tool Store Go-Cart Shop	\$267.90		
17144	04/25/2012	Open			Accounts Payable	Tryad Automotive	\$120.36		
17145	04/25/2012	Open			Accounts Payable	Twin Supplies, Inc.	\$1,149.68		
17146	04/25/2012	Open			Accounts Payable	U.S. Cellular	\$692.26		
17147	04/25/2012	Open			Accounts Payable	Underground Pipe & Valve Company	\$195.00		
17148	04/25/2012	Open			Accounts Payable	Unique Management Services, Inc.	\$143.20		
17149	04/25/2012	Open			Accounts Payable	Unique Plumbing	\$65,522.02		
17150	04/25/2012	Open			Accounts Payable	United Radio Comm, Inc.	\$1,020.33		
17151	04/25/2012	Open			Accounts Payable	US Gas	\$104.80		
17152	04/25/2012	Open			Accounts Payable	US Toy Co./ Constructive Playthings	\$165.00		
17153	04/25/2012	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,620.00		
17154	04/25/2012	Open			Accounts Payable	Weimer Machine	\$8,622.49		
17155	04/25/2012	Open			Accounts Payable	Wescon Underground, Inc.	\$2,500.00		
17156	04/25/2012	Open			Accounts Payable	West Payment Center	\$57.31		
17157	04/25/2012	Open			Accounts Payable	West Suburban Chiefs of Police Association	\$175.00		
17158	04/25/2012	Open			Accounts Payable	Youth Crossroads	\$9,632.14		
17159	04/25/2012	Open			Accounts Payable	Zee Medical, Inc.	\$257.90		
17160	04/25/2012	Open			Accounts Payable	Zoll Medical Corporation	\$140.00		

Payment Register

From Payment Date: 4/21/2011 - To Payment Date: 4/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					188 Transactions		\$481,318.70		
01 - General Cash Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	188	\$481,318.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	188	\$481,318.70	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	188	\$481,318.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	188	\$481,318.70	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	188	\$481,318.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	188	\$481,318.70	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	188	\$481,318.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	188	\$481,318.70	\$0.00

The City of Berwyn



Robert J. Lovero
Mayor

K-3

A Century of Progress with Pride

April 24, 2012

Members of the City Council

Re: Notification of Written Orders Entered at the
Conclusion of a Liquor License Hearing Proceeding

Council Members:

Pursuant to the requirement of Section 804.21 (b) (6) of the Berwyn Codified Ordinances, below you will find orders entered in the following liquor license hearing proceedings:

<u>Case</u>	<u>Licensee</u>	<u>Location</u>	<u>Fine</u>
12-L-07	Selena's Sports Bar	6320 West 26 th Street	No fine – License Revoked

Respectfully,

Robert J. Lovero
Mayor

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

K-A

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 5, 2012

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, 2012 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

Thursday, April 05, 2012

Between: 3/1/2012 And 3/31/2012

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Teresa Colmenares 1812 S. Grove Avenue	3/6/2012	Bldg-B 7635-0	\$10,000.00	\$395.00
David & Vanessa Cisneros 2527 S. Clinton Avenue	3/6/2012	Gar-B 7636-0	\$9,000.00	\$380.00
Jose Angel Perez 1803 S. Wisconsin Avenue	3/7/2012	Bldg-B 7637-0	\$11,000.00	\$555.00
A. Guzman 1334 S. Clarence Avenue	3/12/2012	Bldg-B 7638-0	\$5,500.00	\$1,310.00
Eugeniusz & Stanislaw Kus 3803 S. Grove Avenue	3/13/2012	Bldg-B 7639-0	\$4,500.00	\$1,150.00
Harry Watchek 2813 S. Wenonah Avenue	3/14/2012	Bldg-B 7640-0	\$155,598.00	\$1,890.00
Jack Shay & James Christopher 3716 S. Euclid Avenue	3/15/2012	Bldg-B 7641-0	\$37,000.00	\$450.00
Rebecca & Joshua Eberhardt 7000 W. 35th Street	3/16/2012	Gar-B 7642-0	\$18,000.00	\$330.00
Victor Hugo Ortiz Garcia 1424 S. Scoville Avenue	3/20/2012	Bldg-B 7643-0	\$10,000.00	\$640.00
Virginia M. Abar 6533 W. 33rd Street	3/22/2012	HVAC-B 7644-0	\$10,250.00	\$130.00
William & Molly Henry 3128 S. Wisconsin Avenue	3/22/2012	HVAC-B 7645-0	\$14,000.00	\$130.00
Nancy Soberanis 1433 S. Kentworth Avenue	3/26/2012	Bldg-B 7646-0	\$40,000.00	\$1,235.00

Report Of Building Permits Issued By The City Of Berwyn

Thursday, April 05, 2012

Between: 3/1/2012 And 3/31/2012

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
GB Renovations, Inc. 1622 S. Lombard Avenue	3/28/2012	Bldg-B 7647-0	\$35,150.00	\$1,045.00
Vintage 1, LLC 6530 W. 28th Street	3/29/2012	Bldg-B 7648-0	\$0.00	\$1,335.00
David Seenauth 1226 S. Wesley Avenue	3/30/2012	Gar-B 7649-0	\$600.00	\$210.00
F. Rodriguez & J. Holden 3412 S. Maple Avenue	3/20/2012	Bldg-R 7522-1	\$0.00	\$65.00
Dean Francisco Ponce & Fiona Si 2501 S. Elmwood Avenue	3/20/2012	Bldg-R 7584-1	\$50.00	\$50.00
17 Building Permits Issued During Period	Totals		<u>\$360,648.00</u>	<u>\$11,300.00</u>

Permits Issued By The Building Department

Thursday, April 05, 2012

Between: 3/1/2012 And 3/31/2012

<u>Building</u>	Permits Issued: 12	Cost of Improvements: \$308,798.00
<u>Dumpster</u>	Permits Issued: 5	Cost of Improvements: \$300.00
<u>Electrical</u>	Permits Issued: 24	Cost of Improvements: \$21,179.00
<u>Fence</u>	Permits Issued: 10	Cost of Improvements: \$23,685.00
<u>Garage</u>	Permits Issued: 3	Cost of Improvements: \$27,600.00
<u>HVAC</u>	Permits Issued: 12	Cost of Improvements: \$37,895.00
<u>Local Improvement</u>	Permits Issued: 144	Cost of Improvements: \$778,300.00
<u>Plumbing</u>	Permits Issued: 18	Cost of Improvements: \$10,332.00
<u>Roofing</u>	Permits Issued: 59	Cost of Improvements: \$331,361.83
<u>Sign</u>	Permits Issued: 3	Cost of Improvements: \$3,000.00
Total Permits: 290		Total Improvements: \$1,542,450.83

Fees Collected

Backfill Inspection	\$65.00
Building Permit	\$2,600.00
Final Building	\$2,890.00
Local Improvement Permit	\$14,055.00
Electrical Fees	\$655.00
Electric (Underground)	\$200.00

Permits Issued By The Building Department

Thursday, April 05, 2012

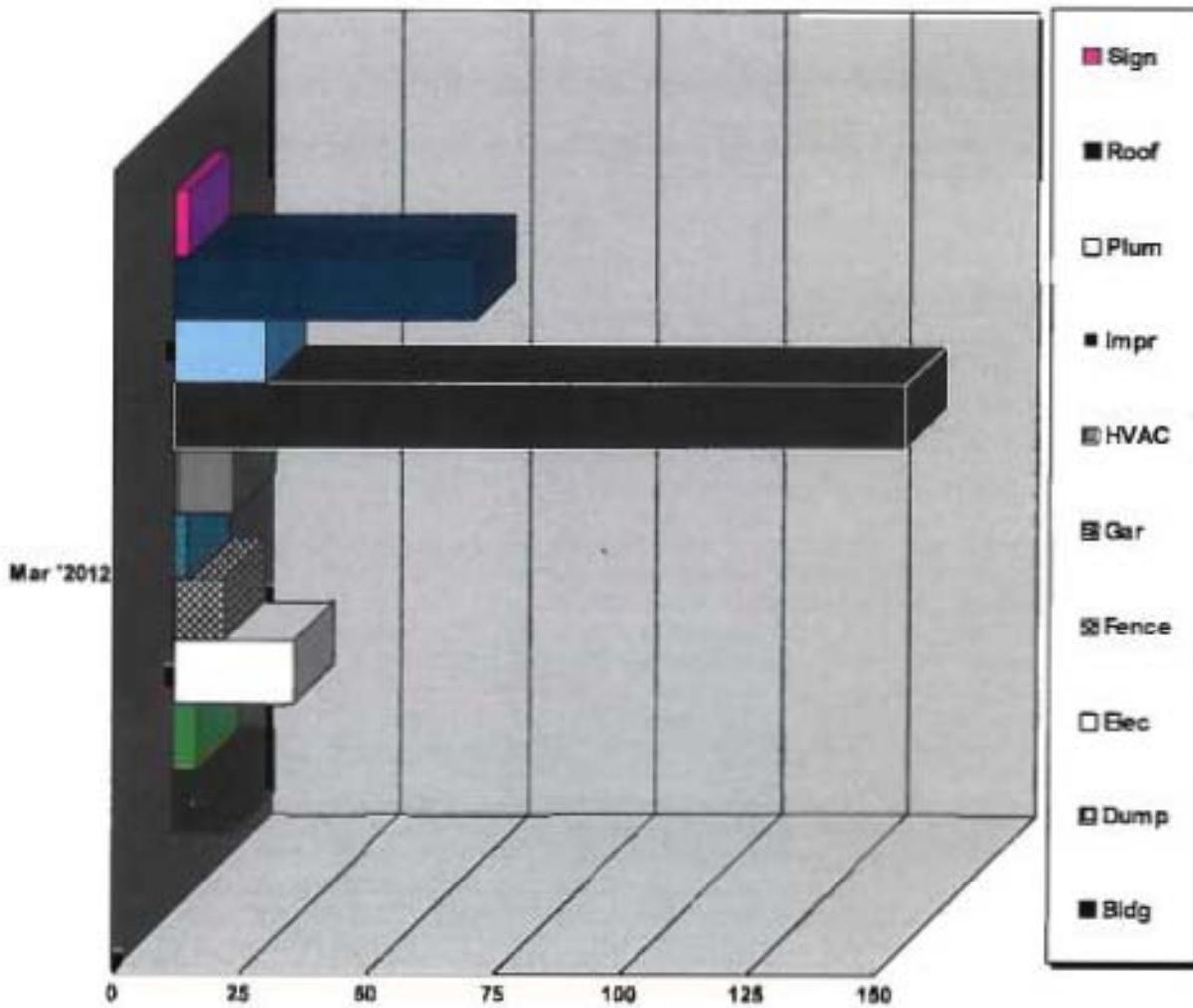
Between: 3/1/2012 And 3/31/2012

Electrical Service	\$250.00
Electrical Inspection	\$6,450.00
Signs	\$250.00
Footing Inspection	\$65.00
Framing Inspection	\$2,120.00
Inspection	\$6,065.00
Fence Fees	\$290.00
Foundation Inspection	\$130.00
Plumbing Fees	\$265.00
Plumbing Inspection	\$4,350.00
Plumbing Inspection (Underground)	\$450.00
Post Hole Inspection	\$815.00
HVAC Permit	\$695.00
HVAC Inspection	\$3,010.00
Service Charge	\$3,970.80
Insulation/Fire Stopping Inspection	\$710.00
Demolition Fees	\$25.00
Dumpster	\$1,100.00
Pre-Pour Inspection	\$1,410.00
Slab Inspection	\$65.00
Stack Test	\$550.00
Fine - Working Without Permit	\$2,000.00
Roof Covering Fees	\$4,430.00
Garage Permit	\$200.00
Fire Department	\$1,000.00
Health Department	\$50.00
Plan Review Fee - w/Permits	\$1,360.30
Total Fees Collected	\$62,541.10

Permits Issued

Thursday, April 5, 2012 10:41 AM

For Period Beginning 3/1/2012 And Ending 3/31/2012



Permit Detail

2012	March	Bldg	12
2012	March	Dump	5
2012	March	Elec	24
2012	March	Fence	10
2012	March	Gar	3
2012	March	HVAC	12
2012	March	Impr	144
2012	March	Plum	18
2012	March	Roof	59
2012	March	Sign	3

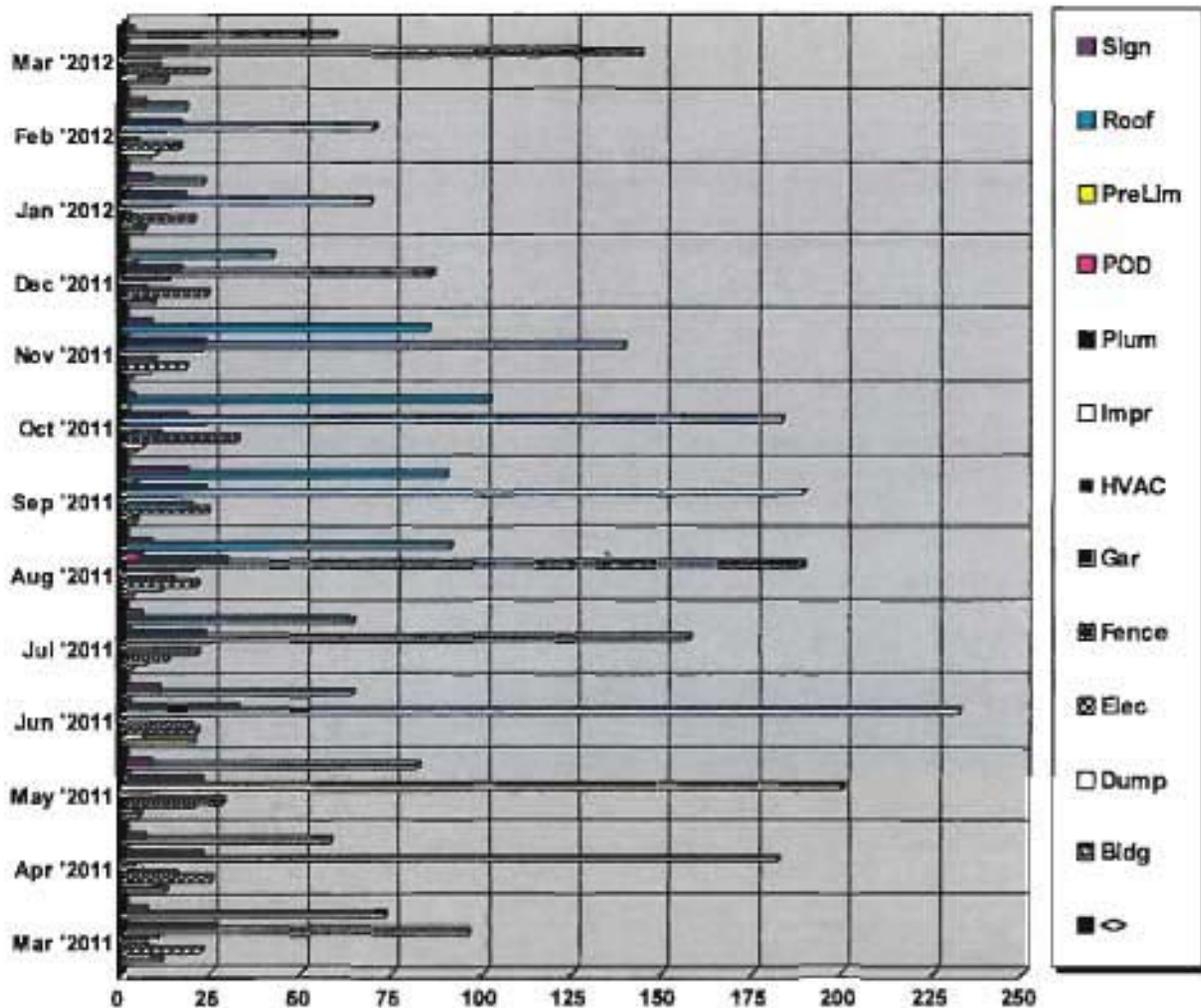
290

Total Permits Issued 290

Permits Issued

Thursday, April 5, 2012 10:43 AM

For Period Beginning 3/1/2011 And Ending 3/31/2012



Permit Detail

2012	March	Bldg	12
2012	March	Dump	5
2012	March	Elec	24
2012	March	Fence	10
2012	March	Gar	3
2012	March	HVAC	12
2012	March	Impr	144
2012	March	Plum	18
2012	March	Roof	59
2012	March	Sign	3

290

2012	February	Bldg	8
2012	February	Dump	10
2012	February	Elec	16
2012	February	Fence	4
2012	February	Gar	4
2012	February	HVAC	13
2012	February	Impr	70
2012	February	Plum	16
2012	February	Roof	18
2012	February	Sign	6

185

2012	January	Bldg	8
2012	January	Dump	4
2012	January	Elec	20
2012	January	Fence	2
2012	January	Gar	1
2012	January	HVAC	15
2012	January	Impr	89
2012	January	Plum	17
2012	January	PreLim	2
2012	January	Roof	23
2012	January	Sign	8

167

2011	December	Bldg	9
2011	December	Dump	3
2011	December	Elec	24
2011	December	Fence	8
2011	December	Gar	8
2011	December	HVAC	14
2011	December	Impr	86
2011	December	Plum	16
2011	December	POD	1
2011	December	PreLim	4
2011	December	Roof	42
2011	December	Sign	1

212

Permit Detail

2011	November		1
2011	November	Bldg	3
2011	November	Dump	8
2011	November	Elec	18
2011	November	Fence	9
2011	November	Gar	8
2011	November	HVAC	23
2011	November	Impr	139
2011	November	Plum	23
2011	November	POD	1
2011	November	PreLim	1
2011	November	Roof	85
2011	November	Sign	8

327

2011	October	Bldg	4
2011	October	Dump	6
2011	October	Elec	32
2011	October	Fence	10
2011	October	Gar	4
2011	October	HVAC	24
2011	October	Impr	183
2011	October	Plum	18
2011	October	POD	1
2011	October	PreLim	2
2011	October	Roof	102
2011	October	Sign	3

388

2011	September	Bldg	4
2011	September	Dump	3
2011	September	Elec	24
2011	September	Fence	19
2011	September	Gar	1
2011	September	HVAC	16
2011	September	Impr	189
2011	September	Plum	23
2011	September	POD	1
2011	September	PreLim	4
2011	September	Roof	90
2011	September	Sign	18

392

2011	August		1
2011	August	Bldg	3
2011	August	Dump	11
2011	August	Elec	21
2011	August	Fence	14
2011	August	Gar	9
2011	August	HVAC	21
2011	August	Impr	189
2011	August	Plum	29
2011	August	POD	5
2011	August	PreLim	1
2011	August	Roof	81
2011	August	Sign	8

403

2011	July	Bldg	3
2011	July	Dump	7
2011	July	Elec	13
2011	July	Fence	21
2011	July	Gar	9
2011	July	HVAC	26
2011	July	Impr	157
2011	July	Plum	23
2011	July	POD	2
2011	July	Roof	84
2011	July	Sign	5

330

2011	June		1
2011	June	Bldg	20
2011	June	Dump	6
2011	June	Elec	21
2011	June	Fence	19
2011	June	Gar	8
2011	June	HVAC	25
2011	June	Impr	232
2011	June	Plum	32
2011	June	POD	2
2011	June	Roof	64
2011	June	Sign	10

440

2011	May	Bldg	5
2011	May	Dump	4
2011	May	Elec	20
2011	May	Fence	28
2011	May	Gar	3
2011	May	HVAC	9
2011	May	Impr	200
2011	May	Plum	22
2011	May	POD	2
2011	May	Roof	82
2011	May	Sign	8

393

2011	April		1
2011	April	Bldg	12
2011	April	Dump	9
2011	April	Elec	25
2011	April	Fence	15
2011	April	Gar	2
2011	April	HVAC	5
2011	April	Impr	182
2011	April	Plum	22
2011	April	POD	1
2011	April	Roof	58
2011	April	Sign	6

398

2011	March	Bldg	11
2011	March	Dump	8
2011	March	Elec	22
2011	March	Fence	7
2011	March	Gar	1
2011	March	HVAC	11
2011	March	Impr	96
2011	March	Plum	28
2011	March	Roof	73
2011	March	Sign	7

262

Permit Detail

Total Permits Issued **4098**

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 5, 2012

RE: HANDICAPPED SIGN FOR: Harry Randleman # 792

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

3438 S. Harvey

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Boyajian

REVIEWED

Public Works

Traffic Engineer

Aldermen 4-5-12

Handicapped Space/Zone
Public Works Site Inspection

CITY OF BERWYK
CLERK'S OFFICE

Application # P 782 b

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

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

Date: 1/13/2012

Police Report # 11-15000

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 782

Traffic Engineer or Designee Nicole Campbell

Comments: Applicant has garage. Block was recently made resident parking only.

Meets Traffic Criteria for:

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

Date: 1/13/2012

Police Report # 11-15000



Berwyn Police Department

600 West Oak Street
Berwyn Illinois 60402
Tel: 708-340-3000
Fax: 708-340-3027
www.berwynpolice.com

Application Number

792

BERWYN
CLERK'S OFFICE

2012 APR -4 P 4: 16

Handicapped Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 11/30/2011
Officer: Margo Raimondi#192

Applicant Name: Harry Randlettan

Address: 3438 S. Harvey Ave. Berwyn IL 60402

Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:

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

Interviewed:

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

Owner's Support Letter

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

Handicapped Plate

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

Garage:

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

Handicapped Placard

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

Driveway:

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

Wheelchair:

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

Off Street:

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

Walker / Cane:

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

On Street:

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

Oxygen:

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

Meets Police Dept
Requirements

Space:

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

Zone:

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

Report # 11-14510

Ward Alderman:

Staff Recommendation

Approved

Denied

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 11-14510

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 11-14510
REPORT TYPE Incident Report	RELATED CAD # C11-060874	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 12/01/2011 14:34	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3438 S HARVEY AV Berwyn, IL 60402		
TIME OF OCCURRENCE 12/01/2011 14:34	STATUS CODE		STATUS DATE

INVOLVED ENTITIES							
NAME	DOB	AGE	ADDRESS				
RANDLEMAN, HARRY C		52	3438 S HARVEY AV Berwyn, IL 60402				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
M	White, Caucasian						
CLOTHING		SID #	DL #	FBI #			
UCR	TYPE			RELATED EVENT #			
9041 (Applicant File) - 0 count(s)	Reporting Party						

NARRATIVES

<p>PRIMARY NARRATIVE</p> <p>Harry Randleman, , who resides at 3438 S. Harvey Ave, Berwyn, IL 60402, is requesting handicapped parking signs to be placed in front of his residence. Mr. Randleman suffers from , which limits his mobility.</p> <p>Residential Parking signs are posted on the street, however, Mr Randleman related that on-street parking is difficult, due to the increased traffic from Paisan's. He further related that it is easier for him to access his residence from the front, because the rear stairway is narrower and steeper than the front steps. There is a garage on the premises, however, it is currently being used to store a motorcycle his son's boat.</p> <p>For the above reasons, this officer feels that this application should be denied at this time.</p>			
REPORTING OFFICER RATMONDI, MARGO J	STAR # 192	REVIEWER	STAR #

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident #: 11-14510

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 11-14510
REPORT TYPE Incident Report	RELATED CAD # C11-060874	DOY #		HOW RECEIVED Telephone
WHEN REPORTED 12/01/2011 14:34	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3438 S HARVEY AV Berwyn, IL 60402			
TIME OF OCCURRENCE 12/01/2011 14:34	STATUS CODE		STATUS DATE	

ASSISTING OFFICERS

OFFICERS	STAR #



STICKNEY YOUTH FOOTBALL ASSOCIATION

Veteran's Memorial Park, 42nd & Ridgeland

Home of the Wolfpack

www.stickneywolfpack.com

K-6

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March 23, 2012

Dear Alderman Boyajlan:

Stickney Youth Football and Cheer is a non-profit organization and a brand new program. It's open to boys and girls, ages 5-14, in the community and Chicago Western Suburbs. We began as a group of parents looking to provide our youth an opportunity to be involved in something special. Our goal is not only to give them a place to stay fit and healthy, but to teach the importance of teamwork, to promote the ideals of good citizenship and good sportsmanship while having a good time.

Programs like this can be quite costly; i.e. uniforms, equipment, insurance, and field maintenance among other things. We hope to keep costs minimal and make our program affordable to every child that's why we come to you requesting the use of parking lot located at 6540 W. Ogden; Berwyn, Illinois 60534 to host a Car Show for fundraising purposes. The date we are looking at hosting this event is May 12, 2012 with a rain date of May 19, 2012.

I am not a professional fundraiser, but merely a parent that's actively involved with my child(ren)'s school education and activities. I'm happy to be part of a team of volunteers that have put in tremendous amount of time and effort to make this possible for everyone's child(ren). We ask that you please partner with us in making an imprint on our youth and support our program!

I look forward to hearing from you.

Sincerely,

Adalberto Gutierrez

Adalberto Gutierrez

Parent/Vice President of the Board



Pop Warner Little Scholars, Inc.
586 Middletown Blvd. Suite C-100 • Langhorne • PA • 19047
Phone: 215-752-2691 • Fax: 215-752-2879
www.popwarner.com



February 25, 2012

RE: Stickney Youth Football Association

To Whom It May Concern:

This will serve as confirmation that the above captioned organization is a subordinate member in good standing of Pop Warner Little Scholars, Inc.

Since Pop Warner is classified by the Internal Revenue Service as a 501 (c) (3) non-profit organization, our subordinates are considered non-profit, also. Pop Warner Little Scholars, Inc., the parent organization's Federal Tax Identification number is 23-1582287, Federal Group Tax Exemption number is 9183.

If you require any further information, please feel free to contact our headquarters.

Our address is the following:

Pop Warner Little Scholars, Inc.
586 Middletown Boulevard, Suite C-100
Langhorne, PA 19047

Telephone: 215-752-2691
Fax: 215-752-2879

Sincerely,

Jon C. Butler
Executive Director

JCB/bad