



City of Berwyn

City Council Meeting

February 12, 2013

BERWYN CITY COUNCIL MEETING

FEBRUARY 12, 2013

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 1/22/13 - COW -1/22/13
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-COMMERCIAL LOAN APPLICATION-TINNIRELLO CHIROPRACTIC
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. PROCLAMATION- MATTHEW WALDEN ON EAGLE SCOUT ACHIEVEMENT
 - 2. RESIGNATION AND APPOINTMENT OF MEMBERS OF THE 9-1-1 BOARD
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES, OTHER BOARDS AND COMMISSIONS
 - 1. SKRYD-HANDICAP SIGN-#826-M. KIELER-2426 EAST AVENUE-REFER TO TRAFFIC ENGINEER FOR DROP OFF ZONE
- (J) STAFF REPORTS
 - 1. ASSISTANT FIRE CHIEF-PAYMENTS 2 & 3 FOR THE 16TH STREET STATION PARKING LOT
 - 2. CITY ADMINISTRATOR-ENERGY AUDIT SERVICES AGREEMENT-GSI NETWORKS AND LYONS-PINNER
 - 3. PROJECT OPERATIONS MANAGER- ORDINANCE/MUNICIPAL AGGREGATION CONSULTANT-ILLINOIS ENERGY AGGREGATION LLC
 - 4. PROJECT OPERATIONS MANAGER-ORDINANCE/HARLEM METRA STATION COFFEE SHOP-CAFÉ UNO, INC. LEASE

BERWYN CITY COUNCIL MEETING
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5. PUBLIC WORKS DIRECTOR-RESOLUTION/ENGINEERING AGREEMENT MTF SEC. NO. 09-00167-00-RS-EAST AVENUE RECONSTRUCTION
6. RECREATION DIRECTOR- RESOLUTION-BASEBALL PARADE-FEBRUARY 12, 2013

(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-1/30/13 - \$977,610.97
2. BUDGET CHAIR-PAYABLES-2/12/13- \$1,703,484.51
3. BUILDING AND LOCAL IMPROVEMENT PERMITS FOR DECEMBER, 2012
4. BUILDING AND LOCAL IMPROVEMENT PERMITS FOR JANUARY, 2013
5. HANDICAP SIGN-#817-M. DeBECCERA-1228 MAPLE-APPROVE
6. HANDICAP SIGN-#832-B. ZIERDEN-1941 KENILWORTH-APPROVE
7. HANDICAP SIGN-#833-C. JANNETTO-1845 HOME-APPROVE
8. HANDICAP SIGN-#835-R. SALAKO-1941 HOME-APPROVE
9. HANDICAP SIGN-#831-A. GUDINO-2405 GROVE AVE-APPROVE
10. HANDICAP SIGN-#829-S. MARTIN-3839 HOME-APPROVE
11. HANDICAP SIGN-#830-Z. CERRILLO-3826 WISCONSIN-APPROVE
12. SALVATION ARMY-DONUT DAY -6/7/13 & 6/8/13 AND RED KETTLE CAMPAIGN FRIDAY, NOVEMBER 15, 2013 THROUGH TUESDAY, DECEMBER 24, 2013

ITEMS SUBMITTED ON TIME 23



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
JANUARY 22, 2013

0-1

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Polashek, Avila and Laureto. Absent: Santoy. Thereafter, Avila made a motion, seconded by Skryd, to excuse Aldermen Santoy. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was had for the family of the deceased Mr. Valentino Lopez, grandfather of Berwyn Auxiliary Sgt. Steve Lopez, for the homeless, 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 Polashek announced Solkol Tabor is having a spaghetti dinner Saturday January 26, 2013 from 5 p.m. to 8 p.m.
4. The minutes of the Berwyn City Council meeting and the Committee of the Whole held on January 8, 2013 were submitted. Thereafter, Skryd made a motion, seconded by Boyajian, to approve as submitted. The motion carried by a unanimous voice vote.
5. The Berwyn Development Corporation submitted a communication regarding a Commercial Loan Program. Thereafter, Skryd made a motion, seconded by Chapman, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
6. The Berwyn Development Corporation submitted a communication regarding a second amendment to the World of Beer Redevelopment Agreement. The Mayor recognized Anthony Griffin Executive Director of the Berwyn Development Corporation who reviewed same. Thereafter, Avila made motion, seconded by Laureto, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried with a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES
JANUARY 22, 2013**

7. The Berwyn Development Corporation submitted a communication regarding the 2013 Integrated City Marketing Campaign. The Mayor recognized Anthony Griffin, Executive Director of the Berwyn Development Corporation, who reviewed same. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve as submitted in an amount not to exceed \$80,000. The motion carried by a unanimous roll call vote.
8. The Berwyn Development Corporation submitted a communication regarding the 2013 BDC Special Event Schedule. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a voice vote.
9. The Mayor submitted a Communication regarding Community Relations Commission Vacancies. Thereafter, Skryd made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.
10. The Mayor submitted a communication regarding 6535 Stanley Avenue and ordinance entitled:

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

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

11. The Clerk submitted a communication and 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 Laureto to concur, adopt the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES
JANUARY 22, 2013**

12. The Budget Committee submitted a communication regarding the Budget Hearings for the 2013 budget process with the Public Works Department on January 10, 2013. Thereafter, Chapman made a motion, seconded by Boyajian, to accept the matter as informational. Motion carried by a voice vote.
13. The Budget Committee submitted a communication regarding the Budget Hearings for the 2013 budget process with the Police and Fire Commission on January 16, 2013. Thereafter, Chapman made a motion, seconded by Avila, to accept the matter as informational. The motion carried by a voice vote.
14. Project Operations Manager submitted a communication regarding China Cat Productions, LLC – lease space on water tower and an ordinance entitled:

AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO CHINA CAT PRODUCTIONS, LLC FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

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

15. City Attorney, Anthony Bertuca submitted a communication regarding settlement of case #11 WC 20086. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve for payment in an amount not to exceed \$16,741.00. The motion carried by a unanimous roll call vote.
16. City Attorney, Anthony Bertuca submitted a communication regarding settlement of case #12 WC 20682. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$20,774.84. The motion carried by a unanimous roll call vote.
17. IT Director, James Frank submitted a communication regarding the replacement of the Network Administrator position. Thereafter, Chapman made a motion, seconded by Skryd, to concur and grant permission. The motion carried by a unanimous roll call vote.

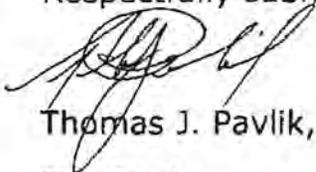
**BERWYN CITY COUNCIL MINUTES
JANUARY 22, 2013**

18. The Consent agenda Items K-1 thru K-7 were submitted
- K-1 Budget Chair-Payroll-1/16/13 \$1,073,575.67-Approved
 - K-2 Budget Chair-Payables-1/22/13 \$1,489,155.22-Approved
 - K-3 St. Odilo annual Symphony Concert & Street closure-1/27/13
 - K-4 Handicap Sign-#823-G. Vazquez - 2238 S. Kenilworth-Approve
 - K-5 Handicap Sign-#827-A. Pacheco - 1634 Wesley - Approve
 - K-6 Handicap Sign-#828-L. Chlapecka-2301 Clinton-Deny
 - K-7 Southtown Star-door-to-door canvassing-1/28/13 to 2/24/13

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

19. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:15 p.m. The motion carried by a voice vote.

Respectfully submitted,



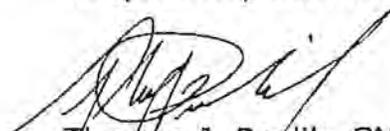
Thomas J. Pavlik, CMC

City Clerk

MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
January 22, 2013

1. Mayor Lovero called the Committee of the Whole to order at 7:00 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Skryd, Polashek, Avila, and Laureto. Absent: Santoy.
2. Avila made a motion, seconded by Boyajian, to excuse Alderman Santoy. The motion carried by a voice vote.
3. There being no business for the Open Committee of the Whole, the Mayor asked for a motion to go into Closed Session for real estate, land acquisition and pending litigation. Thereafter, Chapman made a motion, seconded by Avila, to close the Committee of the Whole at 7:01 p.m. The motion carried by a voice vote.
4. A Motion was made in closed session to re-open the Committee of the Whole by Avila, seconded by Skryd, at 7:33 p.m. The motion carried by a voice vote.
5. A motion was made by Boyajian, seconded by Skryd, to adjourn the Committee of the Whole at 7:33 p.m. The motion carried by a voice vote.

Respectfully submitted,


Thomas J. Pavlik, CMC
City Clerk



D. Bid Openings Tabulations



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



berwyn development
CORPORATION

February 8, 2013

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

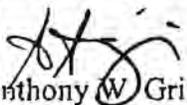
Dear Mayor and City Council:

On January 24th, the BDC Commercial Loan Commission provided preliminary approval of the Tinnirello Chiropractic loan application which would be used for: 1) start-up expenses of equipment, fixtures, furnishings along with working capital for the new business. The loan request is for \$50,000. Tinnirello Chiropractic is a new business on Harlem Avenue providing quality physical therapy care to the community. The loan is collateralized by a 2nd position on real estate and a first position on business equipment. With the existing first mortgage and newly requested funds, the loan to value is a very healthy 63% on the collateralized real estate.

After a review of the company's financials and full underwriting of the loan application, the commission recommended approval of the application. The recommended loan amount is not to exceed \$50,000.00 amortized over a 20-year period with a floating interest rate of BDC prime plus 2.

The BDC Board concurred with the loan commission recommendation; therefore, seeking final consideration by the Berwyn City Council. If approved, then special legal counsel will draft the needed loan documents to close and fund the loan at which time the BDC will service the loan.

Respectfully submitted for your consideration,


Anthony W. Griffin

3322 S. Oak Park Avenue
Second Floor
Berwyn, IL 60402
708.788.8100
fax: 708.788.0966
www.berwyn.net



January 28, 2013

*Mr. Pietro Tinnirello
Tinnirello Chiropractic
2827 South Harlem Avenue
Berwyn, IL 60402*

Re: Berwyn Development Corporation Commercial Loan Application Commitment Letter – Tinnirello Chiropractic

Dear Pietro:

We are pleased to offer you the following conditional loan commitment for business start-up expenses for the business located at 2827 South Harlem Avenue, Berwyn IL based on the loan application amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00). This is subject to and satisfaction of the conditions set forth below along with City approval:

CONDITIONS

A) Proceeds are used for start-up expenses of equipment, fixtures and furnishings

BORROWER

Pietro Tinnirello (borrower and business owner) and Josephine Tinnirello (co-borrower)

LOAN AMOUNT

A) FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) to be used for start-up expenses as detailed above.

Total of loan proceeds to not exceed \$50,000.00

COLLATERAL/SECURITY

A) Property located at *4525 South Maple, Brookfield, IL*. The final legal description of property must be satisfactory to the Berwyn Development Corporation.

B) First lien security interest on the business assets and inventory of Tinnirello Chiropractic

C) Personal guaranty of the borrowers.

INTEREST RATE AND TERM

A) Five year commercial loan with balloon based upon a BDC prime rate plus 2 which is adjusted annually amortized over a twenty year period and potentially eligible for three (3) five year loan renewals.

GUARANTORS

Unlimited Unsecured Guarantee of *Josephine and Pietro Tinnirello*.

FINANCIAL STATEMENTS

Borrower shall maintain its present business form and organization, comply with all applicable laws, and continue to conduct and operate its business substantially as conducted and operated at present.

Borrowers and Guarantors shall provide quarterly financial statements to the Berwyn Development Corporation during the first year of operation then annual financial statements.

FEES

A) A \$5,000 processing fee to be paid at time of closing paid by borrower.

TITLE INSURANCE

Commitment for mortgage title insurance, without exceptions, satisfactory to the Berwyn Development Corporation to be furnished. The final mortgage title insurance policy to show clear title to be in the Borrowers name and will insure the Berwyn Development Corporation in the principal amount of the loan as having a first security interest in the property.

3322 S. Oak Park Avenue
Second Floor
Berwyn, IL 60402
708.788.8100
fax: 708.788.0966
www.berwyn.net



COSTS

It is understood that the mortgagor shall pay all costs pertaining to this loan which may include the following: processing fee, mortgage title insurance policy, appraisal, survey, legal, recording fees, and any other incidental expenses as may be required by the Berwyn Development Corporation or the Berwyn Development Corporation's attorney.

TAXES

It is understood that all property taxes are current and future tax payments will be escrowed by the BDC.

HAZARD INSURANCE

Borrower will also be required to provide Hazard Insurance in an amount equal to the full replacement value of the collateral, but in no event less than the amount of the Loan. An insurance company satisfactory shall provide the policy to the Berwyn Development Corporation. All Risk extended coverage endorsements is required. Borrower will be required to provide a letter from an authorized agent stating that all premiums are paid and that the policy is in full force and effect. The Berwyn Development Corporation is to be properly designated in a Lender's Loss Payable Clause and Standard Mortgage Clause as Mortgagee under the policy. In addition, all cancellation clauses shall provide that the Berwyn Development Corporation be given thirty- (30) days written notice prior to any cancellation, termination, or policy expiration.

COMMITMENT ACCEPTANCE

Upon your acceptance and proof of conditions outlined above, the Berwyn Development Corporation will proceed with processing the application for final and ultimate approval by the City Council by the City of Berwyn. Terms and conditions will be set by loan documents prepared after final approval City Council. Please acknowledge your acceptance below as indicated and return it to our office at 3322 Oak Park Ave. Berwyn, IL 60402. If you have any questions about any material contained in this commitment, feel free to contact me at (708)788-8100.

Sincerely,

Anthony W. Griffin
Executive Director

Accepted by:
By: _____ Date: _____
Borrower

Accepted by:
By: _____ Date: _____
Borrower



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



A Century of Progress with Pride

PROCLAMATION

WHEREAS, Matthew Walden started along the path to earning the status of Eagle Scout as a Tiger Cub in Pack 41 when he was in first grade and earned the Arrow of Light, Cub Scout's highest honor in March 2008 before bridging over to Boy Scout Troop 41; and

WHEREAS, Matthew Walden, in addition to earning all the merit badges and scout ranks leading to Eagle Scout, also completed his Order of the Arrow Ordeal in 2007 and converted his Order of the Arrow Brotherhood in 2009; and

WHEREAS, Matthew Walden has taken on leadership positions within Pack and Troop 41 including Patrol Leader, Senior Patrol Leader, and Order of the Arrow Troop Representative; and

WHEREAS, Matthew Walden chose, as his Eagle Scout Project, the collection of worn flags throughout the City (collection boxes were located in City Hall, the Police Department, and Fire Department) ending in a U.S. flag retirement ceremony, with the intent of reducing the number of worn, tattered, and no longer serviceable U.S. flags that were flying around his community and at the same time educating citizens on the proper U.S. flag etiquette; and

WHEREAS, Matthew Walden currently attends J.S. Morton West High School as a sophomore where he is a honor roll student and a leader in the Morton Mustang Band percussion section with aspirations to go to college and receive a degree in either automotive or aerospace engineering; and

WHEREAS, Matthew Walden is an active in the St. Mary of Celle parish in the position of alter server and assisting in religious education programs; and

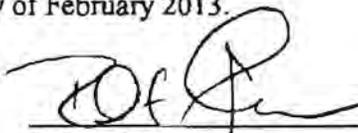
WHEREAS, Matthew Walden is a cadet in the Midway Composite Squadron of the Civil Air Patrol having earned the rank of Cadet Master Sergeant with the goal of attending the Johnson Flight Academy this summer; and

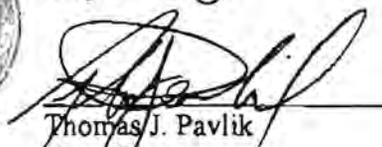
WHEREAS, Matthew Walden is an excellent example for the youth of our community, representing the fine qualities the Boy Scouts strive to instill in young men;

NOW, THEREFORE, let it be proclaimed, that Mayor Robert J. Lovero and the City Council of Berwyn congratulate Matthew Walden on achieving the highest level of Eagle Scout and wish him the best of luck in all his future endeavors.

Entered upon the records of the City of Berwyn this 12th day of February 2013.




Robert J. Lovero
Mayor


Thomas J. Pavlik
City Clerk

The City of Berwyn



Robert J. Lovero
Mayor

F-2

A Century of Progress with Pride

February 12, 2013

Members of City Council

Re: Resignation and Appointment of Members of the 9-1-1 Board

Council Members:

Due to relocation out of state, I received a letter of resignation from Shain Coon pertaining to his position as a member of the 9-1-1 Board. Mr. Coon fulfilled his duties in an exemplary manner during his tenure. The City of Berwyn is grateful for the services performed by Mr. Coon during his time as a member of the 9-1-1 Board. I am seeking to appoint Randy Jacklin as a member to the 9-1-1 Board to fill the opening for a three year term as of February 12, 2013.

I would ask that City Council concur in my recommendation of Randy Jacklin and approve the appointment.

Sincerely,

Robert J. Lovero
Mayor



G. Reports and Communication From The City Clerk



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



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

The City of Berwyn



Michele D. Skryd
4th Ward Alderman

A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6404 Fax: (708) 788-2675
www.berwyn-il.gov

February 8, 2013

Mayor Robert J. Lovero and
Members of the City Council

Re: Handicap Sign #826
2426 East Avenue

Ladies and Gentlemen,

At this time I would like to refer this application to Nicole Campbell, Traffic Engineer for review with consideration of a drop off zone.

Respectfully,

Michele Skryd
4th Ward Alderman



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 11/30/2012
Officer: Terry Young #183

Applicant Name: Mieczyslaw Kieler
Address: 2426 S. East Ave, Berwyn IL 60402
Telephone:

Nature of Disability: T

Information

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

Meets Police Dept
Requirements

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

Report # 12-13559

Ward Alderman: *Sprygh*

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-13599

STATION COMPLAINT UCR/Offense Code

9041 (Applicant File)

DESCRIPTION

Applicant File

INCIDENT #

12-13599

REPORT TYPE

Incident Report

RELATED CAD #

C12-063429

DOY #

HOW RECEIVED

Telephone

WHEN REPORTED

11/30/2012 13:28

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

2426 S EAST AV Berwyn, IL 60402

TIME OF OCCURRENCE

11/30/2012 13:28

STATUS CODE

STATUS DATE

INVOLVED ENTITIES

NAME

DOB

AGE

ADDRESS

Kieler, Urszula

2426 S EAST AV Berwyn, IL 60402

SEX RACE

HGT

WGT

HAIR

EYES

PHONE

F White, Caucasian

SID #

DL #

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Reporting Party

RELATED EVENT #

NAME

DOB

AGE

ADDRESS

Kieler, Mieczyslaw

67

2426 S EAST AV Berwyn, IL 60402

SEX RACE

HGT

WGT

HAIR

EYES

PHONE

M White, Caucasian

SID #

DL #

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Reporting Party

RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #

STATE

TYPE

INVOLVEMENT

VIN #

N261749

IL

Van/Minivan

Involved

YEAR

MAKE

MODEL

COLOR

COMMENTS

2011

Dodge

(unknown)

Silver/Aluminum

OWNER

NARRATIVES

PRIMARY NARRATIVE

In summary Mieczyslaw Kieler is requesting a handicapped space in front of his residence located at 2426 East Ave. Mr. Kieler suffers from ¹ _____ e. Mr. Kieler has a valid
 IL handicap placard # B1066791 and he does not drive. Urszula Kieler his wife drives a 2011 Dodge van bearing IL plate # N261749 which is used to transport Mr. Kieler to his appointments. Upon inspection of the potential site for the signs A o observed a fire hydrant in front of 2426 East Ave. there is space between 2426 and 2428 East Ave for a Handicap Drop Off Zone. Mr. Kieler does not meet requirements for a Handicapped space, but meets requirements for a drop of zone is space is suitable next to fire hydrant. Nothing further at this time.

REPORTING OFFICER

YOUNG, FERRY

STAR #

183

APPROVED BY

STAR #

**Handicapped Space/Zone
Public Works Site Inspection**

Application # 826

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 1/16/2013

Police Report # 12-13559

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

Application # 826

Traffic Engineer or Designee Nicole Campbell

Comments: Hydrant in front of the property. No parking areas can be used temporarily for drop off and pick up.

Meets Traffic Criteria for:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 1/16/2013

Police Report # 12-13559

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

OCT 18 2012

12-1599

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

KIELER MIECZYSLAW 2426 East Ave
(Name of Handicapped Applicant) (Berwyn Address)

(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 NO Carport NO

All Applicants must submit the Physicians form (A).

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

Vehicle Information:

Dodge Caravan
(Vehicle/make and model)

silver / 2011
(Color / Year)

N26 1749
(Illinois License Plate Number)

5762
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BD 66791
(Illinois Permanent Handicap Placard Number)

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

[Signature]

10-18-12

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st 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

[Handwritten text describing the patient's handicap, including "Cerebral Palsy" and "Left Leg"]

Does the patient utilize any of the following? :

Walker Wheel Chair Cane Oxygen

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

[Handwritten Signature]

(Physician's Signature/Stamp)

[Handwritten Date: 10-3-12]

(Date)

(Print Physician's Name)

(Address and Telephone Number)



J. Staff Reports



J-1

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

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

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

February 12, 2013

To: Mayor Lovero & Members of the City Council

Re: Payments 2 & 3 for the 16th Street Station Parking Lot

Wold Architects has reviewed and is recommending payments 2 & 3 be made to Abbey Paving Company Inc. The amount recommended for these payments is \$41,076.52 which would pay in full the contract between the City and Abbey Paving for the completed parking lot project at the former 1535 Clarence Avenue address.

Wold Architects letter of recommendation of payment, and Abbey Paving Company Inc. Contract Invoices, and Application / Certificate for Payment documentation is attached for review.

Respectfully submitted,

Sam Molinaro, Asst. Fire Chief



architects
engineers
www.woldae.com

110 North Brockway St
Two Hundred Twenty
Palatine, IL 60067

tel 847 241 6100
fax 847 241 6105
mail@woldae.com

February 4, 2012

Sam Molinaro, Assistant Fire Chief
City of Berwyn
6615 W. 16th Street
Berwyn, Illinois 60402

Re: City of Berwyn – Fire Station No. 2 Parking Lot
Commission No. 113016

Dear Sam:

We have reviewed Application and Certificate for Payment No. 2 & 3 from Abbey Paving Company, Inc. and are recommending it for payment.

The project has been completed and we have received copies of the applicable warranties and operations/maintenance documents. It is our understanding that all punch list work has been completed.

We recommend that the City of Berwyn pay Abbey Paving Company, Inc. the amount of \$41,076.52 at your earliest convenience.

Sincerely,

WOLD ARCHITECTS AND ENGINEERS

Matt Bickel // AIA, LEED AP BD+C
Partner

Enclosure

cc: Mike Nelson, Abbey Paving
Contract File 113016

L:\Berwyn_City_of\Wold Documents\113016\crsp\121412_Molinaro_Pay Request 2+3.doc

Minnesota
Illinois
Michigan
Colorado

designers and researchers for public environments

ABBEE PAVING CO., INC.

1949 County Line Road - Aurora, IL 60502

(630) 585-7220 Phone
(630) 585-7216 Fax

Contract Invoice

Invoice#: 12-1918-2

Date: 12/30/2012

Billed To: City of Berwyn
6700 W. 28th Street
Berwyn IL 60402

Project: Fire Station Parking Lot
6615 16th Street
Berwyn IL 60402

Due Date: 01/29/2013

Terms: 30DY

Order#

Description	Amount
Progress Billing# 2	32,144.12

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Invoice Total:	32,144.12
Retention:	3,214.41
Amount Paid:	0.00
Amount Due	28,929.71

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISER EDITION
PAGE ONE OF TWO PAGES

To: City of Berwyn
6700 W. 26th Street
Berwyn IL 60402

FROM: Abbey Paving Co., Inc.
1949 County Line Road
Aurora, IL 60502

PROJECT: Fire Station Parking Lot
6615 16th Street
Berwyn IL 60402

APPLICATION NO: 2
PERIOD TO: 12/30/2012
PROJECT NO:
CONTRACT DATE:

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

SUBCONTRACT FOR: Asphalt, Curb and Gutter VIA CONSTRUCTION MANAGER:
VIA ARCHITECT: 4113

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM.....	116,570.00
Net Change by Change Orders.....	4,898.12
CONTRACT SUM TO DATE.....	121,468.12
TOTAL COMPLETED TO DATE.....	121,468.12
RETAINAGE:	
% of Completed Work.....	12,146.81
Total Earned Less Retained.....	109,321.31
Less Previous Billings.....	80,391.60
Current Payment Due.....	28,929.71
Balance on Contract.....	12,146.81

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 12/14/12

State of Illinois County of DuPage
Subscribed and sworn to before me this 14th day of December 2012
Notary Public: [Signature]
My Commission expires: 3/26/13



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 28,929.71

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: N/A

By: _____ DATE: _____

ARCHITECT:
By: [Signature] WORLD ATE DATE: 2.4.13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		
Total changes approved this month by Contractor	4,898.12	
TOTALS	4,898.12	
NET CHANGES by Change Order		4,898.12

Terms: Invoices are due and payable ~~30~~ **immediately** from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per month. Please make checks payable to: Abbey Paving & Sealcoating Co., Inc. Thank you for your prompt payment.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification is attached in tabulations below, amounts are stated to the nearest dollar.

Application No: 2
 Application Date: 12/30/2012
 Period: 12/30/2012
 Project No.:

Use Column 1 on contracts where variable retainage for line items may apply.

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Bonds & Insurance	1,260.00		1,260.00	1,260.00			1,260.00	100.00		126.00
Earthwork	27,112.00		27,112.00	27,112.00			27,112.00	100.00		2,711.20
Aggregate Base	8,275.00		8,275.00	8,275.00			8,275.00	100.00		827.50
Asphalt Paving	19,052.00		19,052.00	19,052.00			19,052.00	100.00		1,905.20
Concrete Work	8,975.00		8,975.00	8,975.00			8,975.00	100.00		897.50
Sewer	7,120.00		7,120.00	7,120.00			7,120.00	100.00		712.00
Pavement Markings	950.00		950.00	950.00			950.00	100.00		95.00
Fence	13,315.00		13,315.00		13,315.00		13,315.00	100.00		1,331.50
Doors & Windows	10,860.00		10,860.00	5,430.00	5,430.00		10,860.00	100.00		1,086.00
Electrical	11,150.00		11,150.00	11,150.00			11,150.00	100.00		1,115.00
Roofing	8,501.00		8,501.00		8,501.00		8,501.00	100.00		850.10
Change Order #1		4,898.12	4,898.12		4,898.12		4,898.12	100.00		489.81
Totals:	116,570.00	4,898.12	121,468.12	89,324.00	32,144.12		121,468.12	100.00		12,146.81

ABBEY PAVING CO., INC.

1949 County Line Road - Aurora, IL 60502

(630) 585-7220 Phone

(630) 585-7218 Fax

Contract Invoice

Invoice#: 12-1918-3

Date: 01/31/2013

Billed To: City of Berwyn
6700 W. 26th Street
Berwyn IL 60402

Project: Fire Station Parking Lot
6615 16th Street
Berwyn IL 60402

Due Date: 02/08/2013

Terms: 30DY

Order#

Description	Amount
Retention Billing (PROGRESS BILLING #3)	12,146.81

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Invoice Total:	12,146.81
Retention:	0.00
Amount Paid:	0.00
Amount Due	12,146.81

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

To: City of Berwyn
6700 W. 28th Street
Berwyn IL 60402

FROM: Abbey Paving Co., Inc.
1949 County Line Road
Aurora, IL 60502

PROJECT: Fire Station Parking Lot
6615 16th Street
Berwyn IL 60402

VIA ARCHITECT: 4118

APPLICATION NO: 3
PERIOD TO: 01/30/2013
PROJECT NO:
CONTRACT FDR: Asphalt, Curb and Gutter
CONTRACT DATE:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM.....	116,570.00
Net Change by Change Orders.....	4,898.12
CONTRACT SUM TO DATE.....	121,468.12
TOTAL COMPLETED TO DATE.....	121,468.12
RETAINAGE:	
10 % of Completed Work.....	0.00
Total Earned Less Retained.....	121,468.12
Less Previous Billings.....	108,321.31
Current Payment Due.....	12,146.81
Balance on Contract.....	0.00

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 2/1/13

State of Illinois County of DuPage
Subscribed and sworn to before me this 1st day of February 2013
Notary Public: [Signature]
My Commission expires: 3/26/13



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: 12,146.81

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT:
By: [Signature] WOULD DATE DATE: 2-4-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		
Total changes approved this month by Contractor	4,898.12	
TOTALS	4,898.12	
NET CHANGES by Change Order		4,898.12

Terms: Invoices are due and payable 30 DAY from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per month. Please make checks payable to: Abbey Paving & Sealcoating Co., Inc.
Thank you for your prompt payment.

PAY REQUEST CONTINUATION SHEET

PAGE TWO OF TWO PAGES

Application: 3
 Period: 01/30/2013
 Project No.:

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Bonds & Insurance	1,260.00		1,260.00	1,260.00			1,260.00	100.00		
Earthwork	27,112.00		27,112.00	27,112.00			27,112.00	100.00		
Aggregate Base	8,275.00		8,275.00	8,275.00			8,275.00	100.00		
Asphalt Paving	19,052.00		19,052.00	19,052.00			19,052.00	100.00		
Concrete Work	8,975.00		8,975.00	8,975.00			8,975.00	100.00		
Sewer	7,120.00		7,120.00	7,120.00			7,120.00	100.00		
Pavement Markings	950.00		950.00	950.00			950.00	100.00		
Fence	13,315.00		13,315.00	13,315.00			13,315.00	100.00		
Doors & Windows	10,860.00		10,860.00	10,860.00			10,860.00	100.00		
Electrical	11,150.00		11,150.00	11,150.00			11,150.00	100.00		
Roofing	8,501.00		8,501.00	8,501.00			8,501.00	100.00		
Change Order #1		4,898.12	4,898.12	4,898.12			4,898.12	100.00		
Totals:	116,570.00	4,898.12	121,468.12	121,468.12			121,468.12	100.00		

The City of Berwyn



Brian L. Pabst
City Administrator

5-2

A Century of Progress with Pride

Date: February 12, 2012

To: Mayor Robert J. Lovero
Members of City Council

Re: Energy Audit Services Agreement – GSI Networks and Lyons-Pinner

In the ongoing effort to improve infrastructure and reduce energy costs, staff has identified Berwyn's streetlights to be an ideal asset to address. Each month, the City pays tens of thousands of dollars in electricity costs to keep the streets lit. In order to reduce these costs, staff recommends the engagement of GSI Networks, in partnership with Lyons-Pinner, to perform an analysis of streetlight electrical consumption throughout Berwyn. Along with the analysis, GSI-Pinner will make recommendations to reduce energy consumption.

The lighting audit will be performed without cost to the City of Berwyn. This no-cost audit is accomplished by the approval of the attached agreement. The agreement delineates that, upon delivery of the audit report to the City of Berwyn, GSI-Pinner will grant the City a limited and non-transferable license to use the audit results solely for internal business purposes.

GSI-Pinner is the same team that is currently overhauling Forest Park's entire streetlight network from outdated lamps to energy efficient LED fixtures. The Forest Park project has received high marks for its innovative approach to energy conservation. It is anticipated that following the lighting audit Berwyn would pursue a similar course of action and develop a plan to convert the neighborhood streetlights to LEDs.

Recommendation:

Staff recommends the approval of the attached agreement with GSI Networks and Lyons-Pinner for the purpose of conducting an energy audit of Berwyn's streetlight infrastructure.

Respectfully,

A handwritten signature in black ink that reads "Brian Pabst". The signature is written in a cursive, flowing style.

Brian Pabst
City Administrator

BP/eks



February 6, 2013

City of Berwyn

Mr. Brian Pabst
City Administrator
6700 West 26th Street
Berwyn, Illinois 60402

Re: ENERGY AUDIT SERVICES

Pursuant to our discussion today, Global Services International ("GSI") in conjunction with Lyons-Pinner (LP) proposes to provide Energy Audit Services outlined below under scope of work for The City of Berwyn (C.O.B), an Illinois municipal corporation at no cost to the C.O.B.

The purpose of the Energy Audit is to review C.O.B's current street lighting system and document its current energy usage and to assess the potential benefit of implementing a comprehensive LED Lighting and Control System.

SCOPE OF ENERGY AUDIT AND REPORT.

GSI-LP will perform an Energy Audit and prepare a Summary which specifically identifies the recommendations to be installed or implemented for the Street Lighting System.

GSI-LP shall perform the following tasks in performing the Review and preparing the Summary:

- Collect General Street Lighting System Information – GSI-LP shall collect general Street Lighting System information such as: size, age, construction type, condition and general use of the Street Lighting System. GSI-LP shall also collect and summarize Street Lighting System utility cost and consumption data for the most recent 12-month period or such period of time as C.O.B. can provide.

C.O.B. shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy usage of the Street Lighting System, including: Utility records; occupancy information; descriptions of any changes in the Street Lighting System or other systems or energy requirements; descriptions of all major energy saving equipment used in the Street Lighting System; and a description of current energy management procedures. The C.O.B. shall also furnish a record of any energy related improvements or modifications that have been installed during the past three years. The C.O.B. shall also provide copies of drawings, equipment logs and maintenance work orders to GSI-Pinner.

- Savings Estimates – GSI-Pinner shall provide estimates of all savings associated with the installation and implementation of the recommendations.



NETWORKS

- **Summary Format**– GSI-LP shall prepare a Report which describes the Street Lighting System, measures evaluated, analysis methodology, and results which shall include costs, annual savings and simple paybacks for each recommendation.
- **Schedule of Work:** Provide an estimated project implementation timetable for completing design, engineering bid specifications and construction work.
- **Financing Arrangements:** Provide recommendation(s) for Project financing arrangements and estimated annual Project cash flows and anticipated savings.
- **Appendices:** Provide appendices which document the data relied upon to prepare the analysis and any other information pertaining to the recommended energy conservation measures.

Additional Provisions. C.O.B acknowledges that GSI-LP is expending significant time and resources on behalf of C.O.B by performing and preparing the Review and therefore agrees as follows:

C.O.B shall furnish (or use its best commercial efforts to cause its utility suppliers to furnish) to GSI-LP, upon GSI-LP's request, best available data maintained by C.O.B. in its ordinary course of business concerning utility usage for the Street Lighting System. C.O.B. acknowledges that GSI-LP shall rely on this data in conducting its Review.

C.O.B. shall require its staff to reasonably cooperate fully with GSI-LP personnel as GSI-LP gathers on-site data required to complete its analysis of the Street Lighting System.

Intellectual Property. GSI-LP is and will be the owner of any and all of GSI-LP's deliverables and other work product developed or provided to C.O.B. in the course of performing the Services ("**Work Product Deliverables**"). Upon completion by GSI-LP, C.O.B. will be granted a limited, non-transferrable license to use the Work Product Deliverables solely for its own internal business purposes for the purposes set forth herein except as applicable by law. GSI-LP shall retain and be free to use any and all know-how, templates, inventions, discoveries, improvements and patentable and copyrightable works, code, processes, techniques, designs, formulae and developments either conceived or reduced to practice by GSI-LP, whether or not potentially patentable or copyrightable in the U.S. or elsewhere, and whether pre-existing or developed as part of this Agreement.

Confidential Information. C.O.B and GSI-LP each agree to treat in confidence all information regarding this Agreement and the performance by the parties of their obligations hereunder and all information which either C.O.B. or GSI-LP will have obtained from the other party in contemplation of entering into, or in the performance of, this Agreement and not make any use of any of such information for any purpose other than complying with its obligations under this Agreement and the Related Agreements.

INSURANCE REQUIREMENTS. GSI-LP shall provide insurance as identified in Appendix A.



IN WITNESS WHEREOF, C.O.B. and GSI-LP have executed this Agreement by an authorized person as of the Effective Date set forth below.

CITY OF BERWYN,

GSI, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

LYONS-PINNER, INC

By: _____

Name: _____

Title: _____

Address: _____

Date: _____



APPENDIX A:

INSURANCE

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:

a. **Certificate of Insurance; Cancellation of Modification**

(1) Before commencing work, the Proposer shall submit to the City of Berwyn for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.

(2) The Proposer shall notify the City of Berwyn in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

(3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

b. **Minimum Coverage**

(1) Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Type of Coverage	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		
(1) Bodily Injury & Property Damage	Combined Single <u>Limit</u> \$500,000	
c. Worker's Compensation Insurance as required by Illinois state law.		

The City of Berwyn requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

d. Hold Harmless: Endorsement Required

NETWORKS



- (1). The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this document.
- (2). Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.
- (3). Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

The City of Berwyn



Evan K. Summers
Project Operations
Manager

J-3

A Century of Progress with Pride

Date: February 12, 2012

To: Mayor Robert J. Lovero
Members of City Council

Re: **Municipal Aggregation Consultant - Illinois Energy Aggregation LLC**

As part of the municipal aggregation process, communities have largely utilized the assistance of professional consultants. The aggregation consultant will serve as the point of contact for soliciting bids from electricity suppliers as well as offering a recommendation for which proposal to accept. Essentially, the aggregation consultant will be charged with ensuring that Berwyn residents get the most competitive rate possible.

For the aggregation consultant, staff recommends enlisting the services of Mark Nakayama of Verde Solutions. Mr. Nakayama has acted as Berwyn's energy consultant in the past by achieving lower rates for City of Berwyn facilities via natural gas and electrical service contracts. Additionally, Verde Solutions has assisted many other Illinois communities in completing the aggregation process.

For the purposes of Berwyn's aggregation process, staff has negotiated that Verde Solutions' expertise will come at no cost to the City. Rather, as customary in these types of agreements, Verde Solutions will be paid by the energy suppliers as part of their blended rate.

Recommendation:

Staff recommends the approval of the attached ordinance authorizing the execution of a contract with Verde Solutions to act as the City of Berwyn's electrical aggregation consultant.

Respectfully,

A handwritten signature in black ink, appearing to read "E. K. Summers", written over a horizontal line.

Evan K. Summers
Project Operations Manager

eks

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING AND APPROVING A CERTAIN AGREEMENT
WITH ILLINOIS ENERGY AGGREGATION LLC FOR THE CITY OF BERWYN,
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 _____.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH ILLINOIS ENERGY AGGREGATION LLC FOR THE CITY OF BERWYN, 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, previously, the Mayor and City Council (collectively, the “Corporate Authorities”) determined and do determine that it is in the best interests of the City and its residents, and in furtherance of the public health, safety and welfare, to submit to the City’s electors the question of whether the Corporate Authorities shall adopt an opt-out program for its residential and small commercial retail customers; and

WHEREAS, Illinois Energy Aggregation LCC (“Illinois Energy”), while not an electricity supplier, has the knowledge and expertise to assist the City with a municipal aggregation of electrical loads program (the “Program”); and

WHEREAS, the City has determined that it needs to hire a consultant for the purpose of providing professional advice and planning services on the Program pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-1, *et seq.* (the “Services”); and

WHEREAS, Illinois Energy desires to provide the Services to the City; and

WHEREAS, there exists a certain agreement between the City and Illinois Energy (the “Agreement”) attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Illinois Energy will perform the Services for the City; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is in the best interests of City and its residents to enter into the Agreement; 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 fully herein.

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

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

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

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

hereby authorized and directed to attest to and countersign any such documents, as required. To the extent that any requirement of bidding would be applicable, the same is hereby waived.

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2013, 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 _____ 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

EXHIBIT A

**AGREEMENT BETWEEN CITY OF BERWYN AND ILLINOIS
ENERGY AGGREGATION LLC FOR PROFESSIONAL
CONSULTING SERVICES CONCERNING AN ELECTRICITY
AGGREGATION PROGRAM UNDER THE PROVISIONS OF
THE ILLINOIS POWER AGENCY ACT**

WHEREAS, the Illinois General Assembly has passed the Illinois Power Agency Act (20 ILCS 3855/1-1, *et seq.*) (the "Act") for the purpose of providing Illinois customers with adequate, reliable, affordable, efficient, and environmentally sustainable electric service at the lowest total cost over time; and

WHEREAS, residential and small commercial customers have failed to benefit from lower electricity cost in the competitive market place; and

WHEREAS, the Act allows Illinois municipalities to aggregate residential and small commercial retail electrical loads for the purpose of soliciting bids and entering into service agreements to facilitate the purchase of electricity at the lowest cost to those customers; and

WHEREAS, the City of Berwyn (the "City") has deemed it advisable to explore and examine a municipal aggregation of electrical loads program for the benefit of the residents and small businesses of the City; and

WHEREAS, the Illinois Energy Aggregation LLC (the "Consultant") has represented that it has the knowledge and expertise to assist the City with a municipal aggregation of electrical loads program (the "Aggregation Program") and that it is not an electricity supplier; and

WHEREAS, the City has determined to hire the Consultant for the purpose of providing professional advice and planning services on the Aggregation Program pursuant to the provisions of the Act.

NOW, THEREFORE, IT IS HEREBY AGREED between the City and the Consultant as follows:

1. **INDEPENDENT CONTRACTOR.** The Consultant is hereby retained as an independent contractor on behalf of the City to render professional advice and planning services for the Aggregation Program and any other aggregation under the Act. The Consultant shall be the sole and exclusive provider of such services during the term of this Agreement but the City shall not be in breach of this Agreement for discussion with other parties. The Consultant shall

only take steps that are within the bounds of the Act. No employee or officer of the City, or employee or officer of a retail electric supplier, shall have any interest in the Consultant.

2. **CONSULTANT SERVICES.** The Consultant agrees to provide all services necessary to establish an Aggregation Program under the Act at no additional cost, including but not limited to:

- A. Assist the City in the process to authorize aggregation.
- B. Assist the City in providing the referendum question, as set forth in the Act, for placement on the ballot of a referendum providing for an opt-out program for residential and small commercial retail electric accounts.
- C. Assist the City in holding public hearings.
- D. Prepare a public notice regarding public hearings.
- E. Develop a plan of operation and governance for the Aggregation Program to be approved by the City.
- F. Provide the City with public information for dissemination explaining electrical aggregation and regarding the referendum.
- G. Provide the City with specifications for bidding purposes for electrical suppliers if the referendum is successful.
- H. Review all bids from electrical suppliers.
- I. Negotiate, with the assistance of the City, with the electrical suppliers to determine the most advantageous terms for the best contract for the City.
- J. Arrange for the transition of electrical service from the current supplier to the new supplier and provide information for dissemination to all affected electrical users regarding the availability of an opt-out provision.

3. **PAYMENT FOR CONSULTANT SERVICES.** The City shall not be responsible for paying any amount to the Consultant for its services. The Consultant shall be paid solely by the supplier pursuant to a contract entered into by the City and the retail electric supplier in an amount to be agreed upon between the parties; provided however, the Consultant shall not receive a fee from the retail electric supplier in an amount that would exceed 1 ½ mils per k/wh of electricity usage.

4. **APPROVAL OF CONTRACTS.** The Consultant shall not be an agent of the City and shall have no power or authority to bind the City. All bid proposals received by the

Consultant on behalf of the City shall be subject to review and approval of the City. All actions of the City must be made pursuant to the Act which may require the passage of one or more ordinances, and require the approval of the final retail electric supplier agreement.

5. **TERM OF AGREEMENT.** This Agreement shall be in effect for a period of two years from its dated date. In the event that the City enters into a retail electric supplier agreement, then the term of this Agreement shall be for the same term as the term of the retail electric supplier agreement, subject to extension upon mutual written agreement of the parties.

6. **NON BINDING CLAUSE.** The Consultant shall take no act to bind the City.

7. **INDEMNIFICATION CLAUSE; INSURANCE.** The Consultant shall defend, indemnify and hold harmless the City for any liability or cause of action incurred by the City for any act or omission undertaken by the Consultant while acting within the scope of its duties as herein defined. The indemnified parties hereunder shall include the City, its officials (whether elected or appointed and including, but not limited to the Mayor), officers, employees, attorneys and agents for the City. The indemnification of the City shall be provided to the fullest extent of the law and shall protect the City from any and all risks and claims and shall include any and all claims, losses, demands, liabilities, penalties, liens, levies, encumbrances, obligations, causes of action, costs, judgments and expenses (including reasonable attorneys' fees, paralegal fees, witness fees and court costs) made whether known or unknown, suspected or unsuspected, contingent or actual and liquidated or unliquidated, including without limitation those based on property damage, personal injury or death. For the defense of this claim, a mutually acceptable attorney will be retained. The Consultant will provide the City with a certificate of insurance providing coverage in such form, manner and amount as agreed to by the Parties.

DATED: _____

CITY OF BERWYN

ILLINOIS ENERGY AGGREGATION LLC

Robert J. Lovero
Mayor

Managing Member

Thomas J. Pavlik
City Clerk

The City of Berwyn



Evan K. Summers
Project Operations
Manager

JH

A Century of Progress with Pride

Date: February 12, 2012

To: Mayor Robert J. Lovero
Members of City Council

Re: Harlem Metra Station Coffee Shop - Café Uno, Inc. Lease

Recently, the previous tenant of the Harlem Metra Station, Harlem Expresso, defaulted on their lease with the City of Berwyn and staff has since worked diligently to find a new operator for the space. During the search, Anthony Ferraro was identified as willing to open his concept, Café Uno, within the station. Staff and Legal have negotiated the attached lease agreement with Mr. Ferraro and, over the three year term of this lease, the City can expect to generate \$18,000 in rental income.

Recommendation:

Staff recommends the approval of the attached ordinance authorizing the City to enter into a lease agreement with Café Uno, Inc. for the operation of the coffee shop in the Harlem Metra Station.

Respectfully,

Evan K. Summers
Project Operations Manager

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THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO ANTHONY FERRARO D/B/A CAFÉ UNO, 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 _____.

ORDINANCE No. _____

AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO ANTHONY FERRARO D/B/A CAFÉ UNO, 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 is a party to a Station Agreement between the City and BNSF Railroad Company (the “Station Agreement”); and

WHEREAS, the Station Agreement encompasses the train station at 7135 Windsor Avenue, Berwyn, Illinois 60402 (the “Station”) and gives the City certain rights and obligations as to the Station; and

WHEREAS, the City has available for lease an approximate sixty (60) square foot room for use as a retail coffee shop (the “Premises”); and

WHEREAS, the City desires to lease the Premises to Anthony Ferraro d/b/a Café Uno (“Café Uno”); and

WHEREAS, Café Uno desires to lease the Premises from the City and operate a coffee shop thereon; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have determined that it is in the best interests of the City and its residents to lease the Premises to Café Uno; and

WHEREAS, Café Uno shall abide by such conditions regarding the use of the Premises as set forth in the terms of the Commercial Lease Agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; 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 Agreement for the City making such insertions, omissions and changes as shall be approved by the Mayor and 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 fully herein.

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

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

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

Section 5. The Mayor is hereby authorized and directed to execute the Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required. The term lease shall mean lease, sublease or any derivation thereof. To the extent that any requirement of bidding would be applicable to the lease provided hereunder, the same is hereby waived.

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.

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2013, 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 _____ 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

EXHIBIT A

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is entered into on this ____ day of _____, 2013, by and between the City of Berwyn ("Landlord") and Anthony Ferraro d/b/a Café Uno, Inc. ("Tenant"). Landlord is the party to a Station Agreement between the City of Berwyn and BNSF Railroad Company ("Station Agreement"). The Station Agreement encompasses the train station located at 7135 Windsor Avenue, Berwyn, IL 60402 ("Harlem Avenue Station") and gives Landlord certain rights and obligations as to that station. Landlord makes available for Lease an approximate 60 square foot room, which has the dimensions of 6' x 10' at the Harlem Avenue Station for use as a retail coffee shop, as illustrated in Exhibit A ("Leased Premises").

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

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

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

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

2. Term

The Initial Term of the Lease shall begin on the ____ day of _____, 2013, and shall continue for a term of three (3) years thereafter. Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. If for any reason, the Station Agreement is terminated by BNSF Railroad Company, the Lease will terminate immediately.

3. Rent and Credit

Tenant shall pay to Landlord during the Initial Term rent of Five Hundred and No/100 U.S. Dollars (\$500.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the Lease term to Landlord at the address set forth in Section 24 herein. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

4. Prohibited Uses

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

5. Sublease and Assignment

Tenant shall not sublease or assign without Landlord's express written consent. Landlord reserves the right to reject any sublease or assignment at its sole discretion or by virtue of its duties and obligations under the Station Agreement and without recourse.

6. Repairs and Necessary Alterations

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

7. Alterations, Improvements and Landlord's Lien

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Lease Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property, though Landlord shall have a lien on that property in the event of a default under this Lease in the entire amount determined to be due and owing under this Lease, including any attorneys' fees, costs, and interest awarded by a court. Landlord may at its option retain possession of that property until any defaults under this Lease are resolved. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal. If Tenant is directed by Landlord to remove or restore any alterations

or improvements, Tenant shall, within ten (10) calendar days, promptly comply at no additional costs in a workmanlike manner using quality goods and materials.

The Landlord is offering the Tenant the authority to operate certain equipment such as coolers, sink, coffee machines, cash registers, etc during the term of this lease agreement. In no way is the right to operate this equipment a conveyance of ownership to said equipment. Further, the Tenant shall be responsible for any and all repairs and/or maintenance to the equipment. The Landlord represents the equipment as being in used, as-is condition. At the termination of the lease, the Tenant is required to return the equipment to the Landlord in working, undamaged condition.

8. Taxes, Fees, Permits and Licenses

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

9. Insurance

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

10. Contractor Insurance

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

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

11. Supervision

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

12. Indemnity and Hold Harmless

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

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

13. Utilities

The charges for water, sewer, gas, electricity, and other services and utilities used by Tenant on the Leased Premises during the term of this lease shall be paid by the Landlord. In the event that any utility bill exceeds its twelve month average cost by more than twenty percent, Tenant shall have one month from notification by the Landlord to pay the difference to the Landlord.

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

14. Signs

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

15. Entry

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

16. Parking

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

17. Property Rules

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

18. Consequential Damages

In the event that any repairs, alterations or improvements are made to the Harlem Avenue Station, Leased Premises, public property, streets, or right-of-ways on or near the Harlem Avenue Station by Landlord, BNSF or Metra, or any governmental entity, including but not

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

19. Default

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

20. Condemnation

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

21. Subordination

Tenant accepts this Lease subject to and subordinate to the Station Agreement and any mortgage, easement, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, easement, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby

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

22. Security Deposit

Landlord shall hold a one thousand dollar (\$1,000) Security Deposit without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that Tenant shall not consider the Security Deposit an advance payment of rent or a measure of Landlord's damages in case of default. Unless otherwise provided by law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, Landlord shall return the balance of the Security Deposit remaining after any such application to Tenant.

23. Notice

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

Landlord:

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

Tenant:

Anthony Ferraro
3360 Drover Lane

Darien, IL 60561

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

24. Brokers

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

25. Waiver

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

26. Memorandum of Lease

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

27. Headings

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

28. Successors

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

29. Compliance with Law

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

30. Agency

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

of their respective officers, employees and agents in connection with the performance of their obligations under this Lease.

31. Capacity

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

32. Final Agreement

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

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

TENANT

LANDLORD

Anthony Ferraro

By: _____

Its: _____

EXHIBIT A

EXHIBIT B



J-5

A Century of Progress with Pride

Date: January 30, 2013

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

Re: Engineering Agreement with Frank Novotny & Associates for Design of East Avenue from 22nd St to 31st St.

Staff is requesting approval of the attached Engineering Agreement for Design services for repair of curbs roadway base, sewer main and re-surfacing of East Avenue from 22nd Street to 31st Street. This project is partially funded by a WCMC grant and City funds.

Recommended Actions:

Staff recommends award approval of the attached engineering agreement with Frank Novotny & Associates in the amount of \$145,000 or 7.5% of the total project estimate

Respectfully,

Robert Schiller
Director of Public Works



Frank Novotny & Associates, Inc.

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

*Civil Engineers
Municipal Consultants*

February 6, 2013

Mr. Thomas Pavlik
Clerk
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

Re: **East Avenue Reconstruction**
MFT Section No. 09-00167-00-RS

Dear Tom:

As discussed with Director Robert Schiller, enclosed for your review and processing are the following documents for the above-referenced project:

1. Five (5) copies of the "Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds", which have been fully executed by our office. If you concur, please arrange for the execution of the Agreements in the spaces provided, retain one (1) copy for City files, and return four (4) copies to our office for further processing with IDOT.
2. Three (3) copies of a "Resolution for Improvement by Municipality under the Illinois Highway Code" in the amount of \$140,000.00. After passage by the City Council, please sign all three (3) copies, retain one (1) copy for City files, and return two (2) copies to our office for further processing with IDOT.

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

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosures
cc: File No. 09094



BE IT RESOLVED, by the Mayor and City Council of the City of Berwyn Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: East Avenue, FAU 2779, 31st Street, Cermak Road.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of hot-mix asphalt surface removal and resurfacing of full-width roadway with leveling binder, hot-mix asphalt surface course, and area reflective crack control, including necessary pavement patching, base reconstruction, curb and gutter repair, striping and restoration

and shall be constructed wide and be designated as Section 09-00167-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Authorized MFT Expenditure
Date
Department of Transportation
Regional Engineer

I, Thomas J. Pavlik Clerk in and for the City of Berwyn City, Town or Village County of Cook, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted by the Mayor and City Council Council or President and Board of Trustees at a meeting on Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of February, 2013

(SEAL)

City, Town, or Village Clerk



BE IT RESOLVED, by the Mayor and City Council of the City of Berwyn Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: East Avenue, FAU 2779, 31st Street, Cermak Road.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of hot-mix asphalt surface removal and resurfacing of full-width roadway with leveling binder, hot-mix asphalt surface course, and area reflective crack control, including necessary pavement patching, base reconstruction, curb and gutter repair, striping and restoration

and shall be constructed wide and be designated as Section 09-00167-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Official signature block containing fields for Authorized MFT Expenditure, Date, Department of Transportation, Regional Engineer, and a signature line for Thomas J. Pavlik, Clerk in and for the City of Berwyn, Cook County.



BE IT RESOLVED, by the Mayor and City Council of the City of Berwyn Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: East Avenue, FAU 2779, 31st Street, Cermak Road.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of hot-mix asphalt surface removal and resurfacing of full-width roadway with leveling binder, hot-mix asphalt surface course, and area reflective crack control, including necessary pavement patching, base reconstruction, curb and gutter repair, striping and restoration

and shall be constructed wide and be designated as Section 09-00167-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Form for Department of Transportation with fields for Authorized MFT Expenditure, Date, and Regional Engineer.

Certification text: I, Thomas J. Pavlik, Clerk in and for the City of Berwyn, County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Mayor and City Council at a meeting on February 20, 2013.

Municipality City of Berwyn	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Frank Novotny & Associates, Inc.
Township Berwyn				Address 825 Midway Drive
County Cook				City Willowbrook
Section 09-00167-00-RS				State Illinois

THIS AGREEMENT is made and entered into this day of February, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

Section Description

Name East Avenue Route FAU2779 Length 1.05 miles Structure No. N/A

Termini 31st Street and Cermak Road

Description

Hot-mix asphalt surface removal and resurfacing of full-width roadway with leveling binder, hot-mix asphalt surface course, and area reflective crack control, including necessary pavement patching, base reconstruction, curb and gutter repair, striping and restoration.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

NOTE Four copies to be submitted to the Regional Engineer

- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
- 4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a A sum of money equal to 7.5% percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal	<u>\$145.00-\$157.00</u>
Project Manager/Engineer	<u>\$118.00-145.00</u>
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
Sr. Technician	<u>\$ 100.00-\$130.00</u>
CAD Technician	<u>\$ 95.00-\$110.00</u>
GIS Technician	<u>\$ 70.00-\$ 85.00</u>
Technical Assistant	<u>\$ 40.00-\$ 65.00</u>

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/13. In event the services of the ENGINEER extend beyond 12/31/13, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 145 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 145 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Berwyn / Berwyn / Cook of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Thomas J. Pavlik Clerk

By Robert J. Lovero

(Seal)

Title: Mayor

Executed by the ENGINEER:

Frank Novotny & Associates, Inc.

825 Midway Drive

ATTEST:

Willowbrook, Illinois 60527

By John E. Fitzgerald

[Signature]

Title: John E. Fitzgerald, Secretary

Title: James L. Cainkar, President

Approved

Date

Department of Transportation

Regional Engineer

**ATTACHMENT TO
PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR
MOTOR FUEL TAX FUNDS**

MFT SECTION NO. 09-00167-00-RS

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



J-6

**CITY OF BERWYN
RECREATION DEPARTMENT**

6501 W. 31ST STREET BERWYN, IL 60402
PHONE 708/788-2010 FAX 708/788-2657
www.BerwynRecreation.com



February 1, 2013

To: Thomas J. Pavlik, City Clerk
From: Anthony Martinucci, Director of Recreation
RE: Baseball Resolution



Dear Tom Pavlik,

Attached is the Resolution for the City of Berwyn Baseball Parade. Please enter the resolution to city council on Tuesday February 12, 2013.



Thank you,

Anthony Martinucci
Director of Recreation



ROBERT J. LOVERO
Mayor

ANTHONY MARTINUCCI
Director

JOE BELCASTER
Program Supervisor

RESOLUTION

WHEREAS, the Berwyn Playground Recreation Commission will hold their Annual Baseball Parade on Saturday April 27, 2013, beginning at 9:00 a.m.; and

WHEREAS, the Berwyn City Council voted to grant permission for the aforesaid activity on Tuesday February 12, 2013; 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 boy's and girl's 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 12th day of February 2013.

ROBERT J. LOVERO – MAYOR

Attest:

THOMAS J. PAVLIK – CITY CLERK



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-1

A Century of Progress with Pride

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

February 8, 2013

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

SUBJECT: Payroll January 30, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the February 12, 2013 meeting.

Payroll: January 30, 2013 in the amount of \$977,610.97.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Nona N. Chapman". The signature is written in a cursive, flowing style.

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-2

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

February 8, 2013
Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payables February 12, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the February 12, 2013 meeting.

Total Payables: February 12, 2013 in the amount of \$1,703,484.51.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 2/9/2012 - To Payment Date: 2/13/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
20844	01/25/2013	Open			Accounts Payable	Glen Ellyn Exteriors	\$5,770.00		
20845	01/25/2013	Open			Accounts Payable	M. K. Construction	\$47,275.00		
20846	01/25/2013	Open			Accounts Payable	The Heating & Cooling Works	\$22,200.00		
20847	01/25/2013	Open			Accounts Payable	Toro Builders	\$45,220.51		
20848	01/29/2013	Voided		01/31/2013	Accounts Payable	E. K. Clocks	\$350.00		
20849	02/07/2013	Open			Accounts Payable	Antique & Art Restoration Center	\$350.00		
20850	02/13/2013	Open			Accounts Payable	Juventina & Raymundo Gutierrez	\$1,475.00		
20851	02/13/2013	Open			Accounts Payable	1801 Elmwood Condominium Association	\$125.00		
20852	02/13/2013	Open			Accounts Payable	1st Source America	\$1,738.64		
20853	02/13/2013	Open			Accounts Payable	6913 Cermak Berwyn LLC	\$2,381.59		
20854	02/13/2013	Open			Accounts Payable	A C General Remodeling, Inc.	\$10,580.00		
20855	02/13/2013	Open			Accounts Payable	ABC Automotive Electronics	\$20,048.20		
20856	02/13/2013	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$5,605.00		
20857	02/13/2013	Open			Accounts Payable	Abraham Lincoln Presidential Library	\$57.84		
20858	02/13/2013	Open			Accounts Payable	Advanced Distribution Solutions, Inc.	\$128.77		
20859	02/13/2013	Open			Accounts Payable	AETNA	\$27,414.84		
20860	02/13/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$1,439.76		
20861	02/13/2013	Open			Accounts Payable	Airelita Home Improvement	\$485.00		
20862	02/13/2013	Open			Accounts Payable	Airgas North Central	\$88.49		
20863	02/13/2013	Open			Accounts Payable	Al Warren Oil Company	\$47,681.33		
20864	02/13/2013	Open			Accounts Payable	Alejandro Ramirez	\$1,475.00		
20865	02/13/2013	Open			Accounts Payable	Alvaro Alvarez	\$1,475.00		
20866	02/13/2013	Open			Accounts Payable	AmAudit	\$961.68		
20867	02/13/2013	Open			Accounts Payable	Amazon.com	\$1,022.48		
20868	02/13/2013	Open			Accounts Payable	American Legal Publishing Corporation	\$158.00		
20869	02/13/2013	Open			Accounts Payable	Angelica Solo	\$68.00		
20870	02/13/2013	Open			Accounts Payable	Antonio Correa	\$40.00		
20871	02/13/2013	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$258.00		
20872	02/13/2013	Open			Accounts Payable	Associated Tire and Battery	\$116.00		
20873	02/13/2013	Open			Accounts Payable	AT & T	\$6,189.56		
20874	02/13/2013	Open			Accounts Payable	AT & T	\$1,729.64		
20875	02/13/2013	Open			Accounts Payable	AT & T	\$754.30		
20876	02/13/2013	Open			Accounts Payable	AT& T	\$1,687.52		
20877	02/13/2013	Open			Accounts Payable	AT& T	\$1,104.03		
20878	02/13/2013	Open			Accounts Payable	AT& T Long Distance	\$3,135.97		
20879	02/13/2013	Open			Accounts Payable	AT&T Global Services, Inc.	\$601.90		
20880	02/13/2013	Open			Accounts Payable	B. Davids Landscaping	\$630.00		
20881	02/13/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$71.92		
20882	02/13/2013	Open			Accounts Payable	Banc of America, Public Capital Corporation	\$2,770.75		
20883	02/13/2013	Open			Accounts Payable	Barge Terminal & Trucking	\$5,952.47		
20884	02/13/2013	Open			Accounts Payable	Berwyn Ace Hardware	\$9.49		
20885	02/13/2013	Open			Accounts Payable	Berwyn Park District	\$15,995.45		
20886	02/13/2013	Open			Accounts Payable	Berwyn Park District	\$132.00		
20887	02/13/2013	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$1,248.60		

Payment Register

From Payment Date: 2/9/2012 - To Payment Date: 2/13/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20888	02/13/2013	Open			Accounts Payable	Belsey Means	\$350.00		
20889	02/13/2013	Open			Accounts Payable	Blackstone Audiobooks	\$249.45		
20890	02/13/2013	Open			Accounts Payable	Cassidy Tire	\$4,636.05		
20891	02/13/2013	Open			Accounts Payable	CDW Government, Inc.	\$426.41		
20892	02/13/2013	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$11,942.59		
20893	02/13/2013	Open			Accounts Payable	Citadel	\$90.00		
20894	02/13/2013	Open			Accounts Payable	City of Chicago	\$146.40		
20895	02/13/2013	Open			Accounts Payable	Comcast Cable	\$3.20		
20896	02/13/2013	Open			Accounts Payable	ComEd	\$258.30		
20897	02/13/2013	Open			Accounts Payable	ComEd	\$36,817.31		
20898	02/13/2013	Open			Accounts Payable	Communication Revolving Fund	\$439.15		
20899	02/13/2013	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$2,147.00		
20900	02/13/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$2,356.12		
20901	02/13/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$7,212.42		
20902	02/13/2013	Open			Accounts Payable	Cuda Law Offices, LTD	\$8,374.50		
20903	02/13/2013	Open			Accounts Payable	Dalacom	\$449.00		
20904	02/13/2013	Open			Accounts Payable	David Jelonek	\$26.00		
20905	02/13/2013	Open			Accounts Payable	David L. Wagge Sr.	\$202.50		
20906	02/13/2013	Open			Accounts Payable	Deece Automotive	\$2,978.05		
20907	02/13/2013	Open			Accounts Payable	Dell Marketing, LP	\$2,168.40		
20908	02/13/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$6,638.00		
20909	02/13/2013	Open			Accounts Payable	Don Morris Architects, PC	\$6,005.00		
20910	02/13/2013	Open			Accounts Payable	Drivers License Guide Company	\$102.00		
20911	02/13/2013	Open			Accounts Payable	Easypermit Postage	\$190.00		
20912	02/13/2013	Open			Accounts Payable	EBSCO	\$24.06		
20913	02/13/2013	Open			Accounts Payable	eDot	\$1,632.00		
20914	02/13/2013	Open			Accounts Payable	EIS Elevator Inspection Services	\$64.00		
20915	02/13/2013	Open			Accounts Payable	EMC	\$538.49		
20916	02/13/2013	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
20917	02/13/2013	Open			Accounts Payable	Encyclopedia Britannica, Inc.	\$3,000.00		
20918	02/13/2013	Open			Accounts Payable	Enterprise Rent-a-Car	\$115.98		
20919	02/13/2013	Open			Accounts Payable	Era Valdivia Contractors, Inc.	\$78,200.00		
20920	02/13/2013	Open			Accounts Payable	ERLA, Inc., dba EMSAR, Inc	\$150.00		
20921	02/13/2013	Open			Accounts Payable	Federal Express Corporation	\$279.07		
20922	02/13/2013	Open			Accounts Payable	Federal Rent-a-Fence, Inc.	\$72.00		
20923	02/13/2013	Open			Accounts Payable	Felco Vending, Inc.	\$212.00		
20924	02/13/2013	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$390.00		
20925	02/13/2013	Open			Accounts Payable	Fitness Factory Outlet	\$4,797.75		
20926	02/13/2013	Open			Accounts Payable	Flash Electric Company	\$1,270.00		
20927	02/13/2013	Open			Accounts Payable	FleetPride	\$474.84		
20928	02/13/2013	Open			Accounts Payable	Fort Dearborn Life Insurance Company	\$5,749.67		
20929	02/13/2013	Open			Accounts Payable	Frank Novolny & Associates	\$310.00		
20930	02/13/2013	Open			Accounts Payable	Gabriel Sales	\$205.62		
20931	02/13/2013	Open			Accounts Payable	GALE	\$203.91		
20932	02/13/2013	Open			Accounts Payable	Gerry Bliss	\$50.00		
20933	02/13/2013	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemeč & Hoff, LTD.	\$7,418.40		
20934	02/13/2013	Open			Accounts Payable	Government Finance Officers Association	\$595.00		

Payment Register

From Payment Date: 2/9/2012 - To Payment Date: 2/13/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20935	02/13/2013	Open			Accounts Payable	Granger	\$777.27		
20936	02/13/2013	Open			Accounts Payable	Grey House Publishing	\$433.05		
20937	02/13/2013	Open			Accounts Payable	H. J. Mohr & Sons Company	\$1,170.52		
20938	02/13/2013	Open			Accounts Payable	HD Supply Waterworks, LTD	\$15,752.40		
20939	02/13/2013	Open			Accounts Payable	Health Care Service Corporation	\$638,929.28		
20940	02/13/2013	Open			Accounts Payable	Heartland Consultants, Inc.	\$292.00		
20941	02/13/2013	Open			Accounts Payable	Hector & Eleuteria Rivera	\$1,000.00		
20942	02/13/2013	Open			Accounts Payable	Home Depot Credit Services	\$355.35		
20943	02/13/2013	Open			Accounts Payable	Horizon Screening	\$6,549.00		
20944	02/13/2013	Open			Accounts Payable	Illinois Alarm	\$1,942.50		
20945	02/13/2013	Open			Accounts Payable	Illinois Department of Transportation	\$1,104.00		
20946	02/13/2013	Open			Accounts Payable	Illinois Drug Enforcement Officers Assoc.	\$480.00		
20947	02/13/2013	Open			Accounts Payable	Illinois Fire Chiefs Association	\$50.00		
20948	02/13/2013	Open			Accounts Payable	Illinois Library Association	\$100.00		
20949	02/13/2013	Open			Accounts Payable	Infinity Sign & Graphics	\$163.44		
20950	02/13/2013	Open			Accounts Payable	Ingram Library Services	\$1,716.89		
20951	02/13/2013	Open			Accounts Payable	Iraeda Zepeda	\$1,475.00		
20952	02/13/2013	Open			Accounts Payable	Isaias Gonzalez	\$40.00		
20953	02/13/2013	Open			Accounts Payable	J & L Uniforms	\$1,591.48		
20954	02/13/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$126.84		
20955	02/13/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$98.33		
20956	02/13/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$19.74		
20957	02/13/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$2,196.04		
20958	02/13/2013	Open			Accounts Payable	James Frank	\$110.38		
20959	02/13/2013	Open			Accounts Payable	Jenny Riddle	\$450.00		
20960	02/13/2013	Open			Accounts Payable	JNC Consulting, Inc.	\$1,100.00		
20961	02/13/2013	Open			Accounts Payable	John Wysocki	\$43.99		
20962	02/13/2013	Open			Accounts Payable	Jude Espinoza	\$1,475.00		
20963	02/13/2013	Open			Accounts Payable	Julie, Inc.	\$1,908.40		
20964	02/13/2013	Open			Accounts Payable	Kara Company, Inc.	\$711.86		
20965	02/13/2013	Open			Accounts Payable	Key Government Finance, Inc.	\$24,620.71		
20966	02/13/2013	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$10,179.34		
20967	02/13/2013	Open			Accounts Payable	Law Enforcement Targets, Inc.	\$462.66		
20968	02/13/2013	Open			Accounts Payable	Louis G. Mazza	\$257.39		
20969	02/13/2013	Open			Accounts Payable	Loyola University Medical Center	\$55.00		
20970	02/13/2013	Open			Accounts Payable	Lybov Shevchuk	\$1,475.00		
20971	02/13/2013	Open			Accounts Payable	Lyons Electric Company	\$84,540.88		
20972	02/13/2013	Open			Accounts Payable	M & M Window Cleaning Services	\$175.00		
20973	02/13/2013	Open			Accounts Payable	M. K. Sports	\$1,508.00		
20974	02/13/2013	Open			Accounts Payable	MABAS Illinois	\$150.00		
20975	02/13/2013	Open			Accounts Payable	MacNeal Phy Group [OCCMED]	\$40.00		
20976	02/13/2013	Open			Accounts Payable	Mario E. Villegas / Luis A. Pinto	\$1,475.00		
20977	02/13/2013	Open			Accounts Payable	Martin McGowan	\$50.00		
20978	02/13/2013	Open			Accounts Payable	McCann industries, Inc.	\$119.63		
20979	02/13/2013	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
20980	02/13/2013	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$4,256.01		
20981	02/13/2013	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$5,360.00		

Payment Register

From Payment Date: 2/9/2012 - To Payment Date: 2/13/2013

Number	Date	Status	Void Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20982	02/13/2013	Open			Accounts Payable	Menards	\$23.82		
20983	02/13/2013	Open			Accounts Payable	Menards	\$44.28		
20984	02/13/2013	Open			Accounts Payable	Menards	\$59.49		
20985	02/13/2013	Open			Accounts Payable	MES - Illinois	\$75.00		
20988	02/13/2013	Open			Accounts Payable	Micro Center A/R	\$194.70		
20987	02/13/2013	Open			Accounts Payable	Midwest Tape	\$370.79		
20988	02/13/2013	Open			Accounts Payable	Mike & Sons	\$5,316.00		
20989	02/13/2013	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$2,859.75		
20990	02/13/2013	Open			Accounts Payable	MRA	\$22,145.75		
20991	02/13/2013	Open			Accounts Payable	NAEIR	\$27.00		
20992	02/13/2013	Open			Accounts Payable	National Seed	\$2,309.60		
20993	02/13/2013	Open			Accounts Payable	Nays	\$155.00		
20994	02/13/2013	Open			Accounts Payable	Nays	\$155.00		
20995	02/13/2013	Open			Accounts Payable	Nays	\$155.00		
20996	02/13/2013	Open			Accounts Payable	Nays	\$155.00		
20997	02/13/2013	Open			Accounts Payable	Nays	\$155.00		
20998	02/13/2013	Open			Accounts Payable	New World Systems	\$2,400.00		
20999	02/13/2013	Open			Accounts Payable	Nextel Communications	\$649.73		
21000	02/13/2013	Open			Accounts Payable	Nicor Gas	\$106.61		
21001	02/13/2013	Open			Accounts Payable	Nicor Gas	\$1,044.53		
21002	02/13/2013	Open			Accounts Payable	Nora Laureto	\$350.00		
21003	02/13/2013	Open			Accounts Payable	North American Salt Company	\$18,553.87		
21004	02/13/2013	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$50.00		
21005	02/13/2013	Open			Accounts Payable	Northern Illinois Police Alarm System	\$4,505.00		
21006	02/13/2013	Open			Accounts Payable	Northwestern University Center	\$1,755.00		
21007	02/13/2013	Open			Accounts Payable	Office Depot	\$881.79		
21008	02/13/2013	Open			Accounts Payable	Office Equipment Sales	\$3,645.01		
21009	02/13/2013	Open			Accounts Payable	Ogden Carwash	\$22.00		
21010	02/13/2013	Open			Accounts Payable	Oldies.com	\$534.25		
21011	02/13/2013	Open			Accounts Payable	Orland Fire Protection District	\$395.00		
21012	02/13/2013	Open			Accounts Payable	Otis Elevator Company	\$15,747.10		
21013	02/13/2013	Open			Accounts Payable	PACE Vanpool	\$400.00		
21014	02/13/2013	Open			Accounts Payable	Paradise 4 Paws	\$71.50		
21015	02/13/2013	Open			Accounts Payable	Patrick N. Murray	\$3,325.00		
21016	02/13/2013	Open			Accounts Payable	Paul Gardner	\$540.00		
21017	02/13/2013	Open			Accounts Payable	Paul Gardner	\$34.00		
21018	02/13/2013	Open			Accounts Payable	Pinner Electric Company	\$43,790.92		
21019	02/13/2013	Open			Accounts Payable	Pitney Bowes	\$2,313.00		
21020	02/13/2013	Open			Accounts Payable	PNC Equipment Finance	\$4,475.67		
21021	02/13/2013	Open			Accounts Payable	Professional Equipment	\$427.65		
21022	02/13/2013	Open			Accounts Payable	Professional Pest Control, Inc.	\$65.00		
21023	02/13/2013	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$11,070.00		
21024	02/13/2013	Open			Accounts Payable	Really Value Consultants, Inc	\$13,275.00		
21025	02/13/2013	Open			Accounts Payable	Recorded Books, LLC	\$267.99		
21026	02/13/2013	Open			Accounts Payable	Reliable Materials	\$2,772.00		
21027	02/13/2013	Open			Accounts Payable	Research Technology International	\$74.95		
21028	02/13/2013	Open			Accounts Payable	Richard C. Dahms	\$750.00		
21029	02/13/2013	Open			Accounts Payable	Ricoh Americas Corporation	\$59.32		
21030	02/13/2013	Open			Accounts Payable	Robert R. Andreas & Sons	\$5,548.00		

Payment Register

From Payment Date: 2/9/2012 - To Payment Date: 2/13/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21031	02/13/2013	Open			Accounts Payable	Rockford Wildcats	\$390.00		
21032	02/13/2013	Open			Accounts Payable	Roscoe Company	\$1,799.42		
21033	02/13/2013	Open			Accounts Payable	Rose's Catering	\$870.00		
21034	02/13/2013	Open			Accounts Payable	Ruth Dobilas	\$1,893.67		
21035	02/13/2013	Open			Accounts Payable	S-P-D- Incorporated	\$1,443.29		
21036	02/13/2013	Open			Accounts Payable	Sally Grossman	\$164.29		
21037	02/13/2013	Open			Accounts Payable	Sam's Club / GECRB	\$844.10		
21038	02/13/2013	Open			Accounts Payable	Sam's Club / GECRB	\$426.99		
21039	02/13/2013	Open			Accounts Payable	Schroeder & Schroeder, Inc.	\$122,631.95		
21040	02/13/2013	Open			Accounts Payable	Showcases	\$497.34		
21041	02/13/2013	Open			Accounts Payable	Specialty Store Unlimited	\$67.58		
21042	02/13/2013	Open			Accounts Payable	Sprint	\$464.78		
21043	02/13/2013	Open			Accounts Payable	Standard Equipment Company	\$1,698.50		
21044	02/13/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$4,313.35		
21045	02/13/2013	Open			Accounts Payable	Stricly Sewers	\$2,400.00		
21046	02/13/2013	Open			Accounts Payable	Suburban Laboratories, Inc.	\$2,000.00		
21047	02/13/2013	Open			Accounts Payable	Suburban Life Publications	\$42.00		
21048	02/13/2013	Open			Accounts Payable	Sunbell Rentals	\$1,672.85		
21049	02/13/2013	Open			Accounts Payable	Superior Lamp Inc.	\$226.69		
21050	02/13/2013	Open			Accounts Payable	SWAN	\$10,739.74		
21051	02/13/2013	Open			Accounts Payable	Tamerling, Inc.	\$156.00		
21052	02/13/2013	Open			Accounts Payable	Target Auto Parts	\$2,055.83		
21053	02/13/2013	Open			Accounts Payable	TEI Landmark Audio	\$296.89		
21054	02/13/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$501.34		
21055	02/13/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$380.18		
21056	02/13/2013	Open			Accounts Payable	Terminal Supply Co.	\$315.13		
21057	02/13/2013	Open			Accounts Payable	The Sign Edge	\$408.00		
21058	02/13/2013	Open			Accounts Payable	Thomas J. Pavlik	\$101.70		
21059	02/13/2013	Open			Accounts Payable	Time Out Chicago	\$19.99		
21060	02/13/2013	Open			Accounts Payable	Toro Builders	\$4,587.55		
21061	02/13/2013	Open			Accounts Payable	Total Parking Solutions, Inc.	\$1,620.00		
21062	02/13/2013	Open			Accounts Payable	Toy's 'R' Us	\$114.98		
21063	02/13/2013	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$2,351.75		
21064	02/13/2013	Open			Accounts Payable	U.S. Cellular	\$259.77		
21065	02/13/2013	Open			Accounts Payable	U.S. Healthworks	\$415.00		
21066	02/13/2013	Open			Accounts Payable	U.S. Postmaster	\$828.00		
21067	02/13/2013	Open			Accounts Payable	Uline	\$788.44		
21068	02/13/2013	Open			Accounts Payable	Unique Management Services, Inc.	\$26.85		
21069	02/13/2013	Open			Accounts Payable	Unique Plumbing	\$42,199.28		
21070	02/13/2013	Open			Accounts Payable	United Parcel Service	\$6.51		
21071	02/13/2013	Open			Accounts Payable	Upstart, Inc.	\$209.50		
21072	02/13/2013	Open			Accounts Payable	US Gas	\$391.60		
21073	02/13/2013	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,181.83		
21074	02/13/2013	Open			Accounts Payable	Verizon Wireless	\$76.02		
21075	02/13/2013	Open			Accounts Payable	Vincent Esposito	\$572.03		
21076	02/13/2013	Open			Accounts Payable	Vito Chiovari	\$287.50		
21077	02/13/2013	Open			Accounts Payable	Walgreens Company	\$122.00		
21078	02/13/2013	Open			Accounts Payable	Walker Athletics & Sports Performance Complex	\$705.00		
21079	02/13/2013	Open			Accounts Payable	Waste Management	\$7,383.00		

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

K-3

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

January 23, 2013

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 December, 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, January 10, 2013

Between: 12/1/2012 And 12/31/2012

Name and Address			Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Fernando Avila	2336 S. Clarence Avenue	DEMOLISH GARAGE ONLY - CONCRETE SLAB WILL REMAIN	12/4/2012	Gar-B 7742-0	\$1,000.00	\$25.00
Jeff Nerud	3828 S. Clarence Avenue	ATF: FOR KITCHEN, ELECTRIC/PLUMBING - NEW BASEMENT BATHROOM, FINISH BSMT BATHRM - DRYWALL, FIXTURES	12/5/2012	Bldg-B 7743-0	\$2,000.00	\$390.00
Michael Scola	2115 S. Ridgeland Avenue	DEMOLISH OLD GARAGE - BUILD NEW 22 X 20 X 12-7 H DET. FRAME GARAGE WITH 2...3 FT APRONS & A 3 X 26 WALKWAY	12/6/2012	Gar-B 7744-0	\$13,500.00	\$355.00
Virginia Terrace Development, LL	1846 S. Cuyler Avenue	1ST FLR: R/R KITCHEN CABINETS, SINK & COUNTER TOP - ADD DSHWASHER - BATH...ALL NEW SINK, TOILET & TUB. 2ND FLR: BATHRM: R/R SINK, TOILET & TUB. RADIATORS TO FORCED AIR WITH NEW AC & DUCTWORK. INST GAS LINE FOR FURNACE. R/R REAR PORCH - APPROX 4 X 6.	12/14/2012	Bldg-B 7745-0	\$24,415.00	\$1,115.00
Joseph Perri	1623 S. Grove Avenue	BUILD OUT IN ATTIC, DORMERS, 2 BEDROOMS & 1 BATHRM. - 1ST FLR: MOVE PARTITION WALLS, ADD SLIDER PATIO DOOR, DRYWALL, REMODEL KITCHEN & BATHROOM. BSMT: NEW WALLS, REMODEL BATHROOM & LAUNDRY. UPDATE PLUMBING, ELECTRIC, RADIATORS TO FORCED AIR WITH A/C	12/17/2012	Bldg-B 7746-0	\$40,000.00	\$2,705.00
Alvio Medical Center	6447 W. Cermak Road	CONVERT EXISTING OFFICE BUILDING TO MEDICAL BUILDING - COMPLETE INTERIOR & EXTERIOR RENOVATIONS OF BASEMENT, 1ST FLOOR & 2ND FLOOR - INCLUDING NEW MECHANICAL, ELECTRIC, & PLUMBING. NEW INTERIOR WALL, CEILING, DOORS, ROOF, WINDOWS, EXTERIOR CLADDING ALTERA	12/27/2012	Bldg-B 7747-0	\$2,140,397.00	\$17,360.00
William Combs	3317 S. Home Avenue	PRE POUR REINSPECTION OF ADDITION TO EXISTING GARAGE	12/4/2012	Bldg-R 7741-2	\$0.00	\$65.00
7	Building Permits Issued During Period			Totals	<u>\$2,221,312.00</u>	<u>\$22,015.00</u>

Permits Issued By The Building Department

Thursday, January 10, 2013

Between: 12/1/2012 And 12/31/2012

<u>Building</u>	Permits Issued: 5	Cost of Improvements: \$2,206,812.00
<u>Dumpster</u>	Permits Issued: 5	Cost of Improvements: \$350.00
<u>Electrical</u>	Permits Issued: 19	Cost of Improvements: \$14,837.00
<u>Fence</u>	Permits Issued: 2	Cost of Improvements: \$4,164.00
<u>Garage</u>	Permits Issued: 2	Cost of Improvements: \$14,500.00
<u>HVAC</u>	Permits Issued: 10	Cost of Improvements: \$38,872.00
<u>Local Improvement</u>	Permits Issued: 78	Cost of Improvements: \$238,718.00
<u>Plumbing</u>	Permits Issued: 19	Cost of Improvements: \$33,381.00
<u>POD</u>	Permits Issued: 1	Cost of Improvements: \$0.00
<u>PreLim</u>	Permits Issued: 1	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 30	Cost of Improvements: \$203,413.00
<u>Sign</u>	Permits Issued: 3	Cost of Improvements: \$17,000.00
	Total Permits: <u>175</u>	Total Improvements: <u>\$2,772,047.00</u>

Fees Collected

Permits Issued By The Building Department

Thursday, January 10, 2013

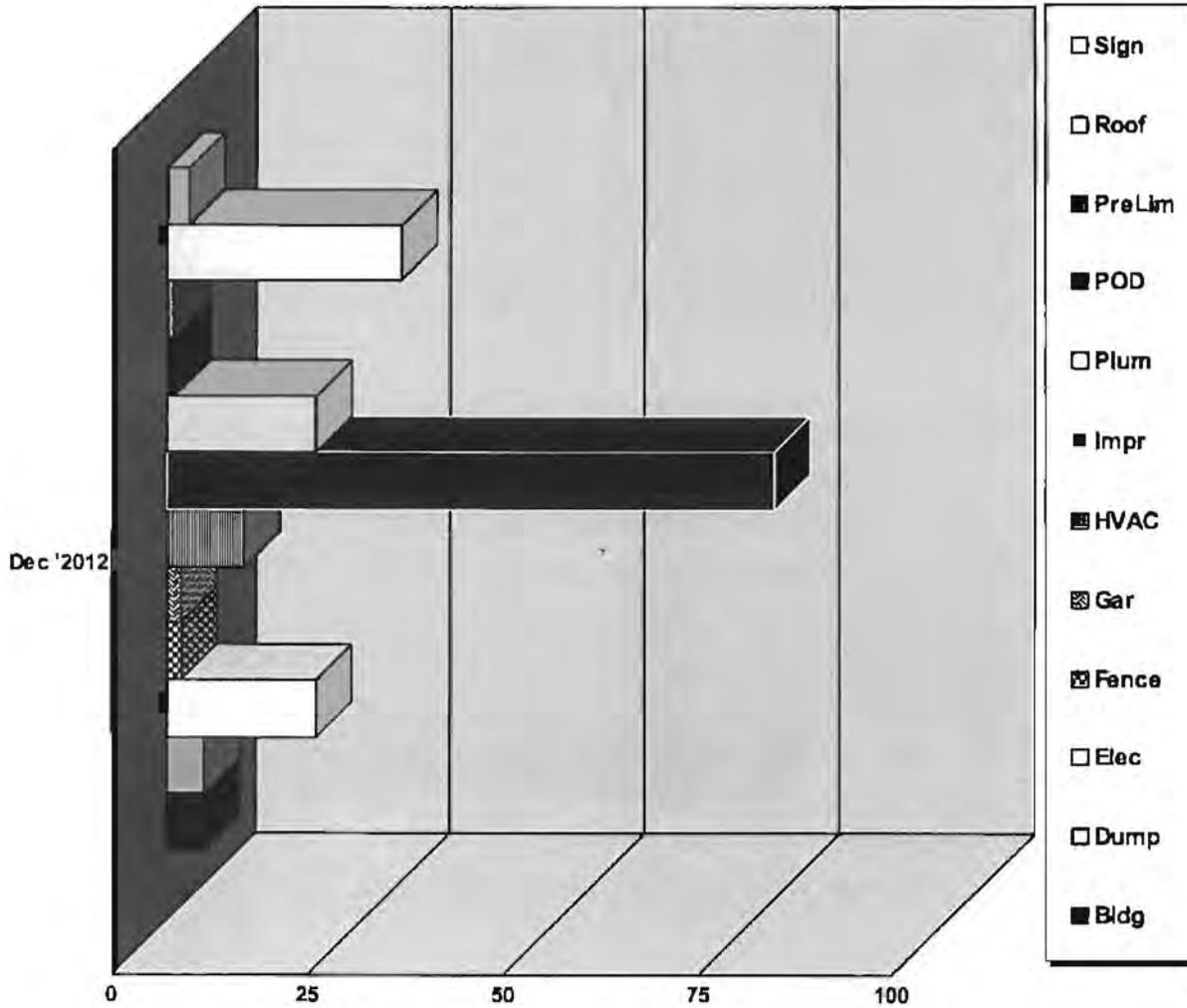
Between: 12/1/2012 And 12/31/2012

Building Permit	\$395.00
Building Final	\$14,197.50
Local Improvement Permit	\$4,005.00
Electrical Fees	\$435.00
Electric (Underground)	\$150.00
Electrical Service	\$200.00
Electrical Inspection	\$3,025.00
Signs	\$475.00
Framing Inspection	\$520.00
Inspection	\$3,130.00
Fence Fees	\$35.00
Plumbing Fees	\$830.00
Plumbing Inspection	\$2,300.00
Plumbing Inspection (Underground)	\$250.00
Post Hole Inspection	\$150.00
HVAC Permit	\$650.00
HVAC Inspection	\$1,330.00
Service Charge	\$120.00
Insulation/Fire Stopping Inspection	\$165.00
New Water Meter	\$475.00
Tap Fee	\$2,500.00
Demolition Fees	\$50.00
Dumpster	\$1,250.00
POD	\$50.00
Parkway Use	\$75.00
Parkway Inspection	\$150.00
Pre-Pour Inspection	\$505.00
Stack Test	\$300.00
Roof Covering Fees	\$2,605.00
Garage Permit	\$100.00
Gas Pressure	\$50.00
Fire Department	\$200.00
Miscellaneous Fees	\$50.00
Total Fees Collected	\$40,722.50

Permits Issued

Wednesday, January 23, 2013 11:30 AM

For Period Beginning 12/1/2012 And Ending #####



Permit Detail

2012	December	Bldg	5
2012	December	Dump	5
2012	December	Elec	19
2012	December	Fence	2
2012	December	Gar	2
2012	December	HVAC	10
2012	December	Impr	78
2012	December	Plum	19
2012	December	POD	1
2012	December	PreLim	1
2012	December	Roof	30
2012	December	Sign	3

175

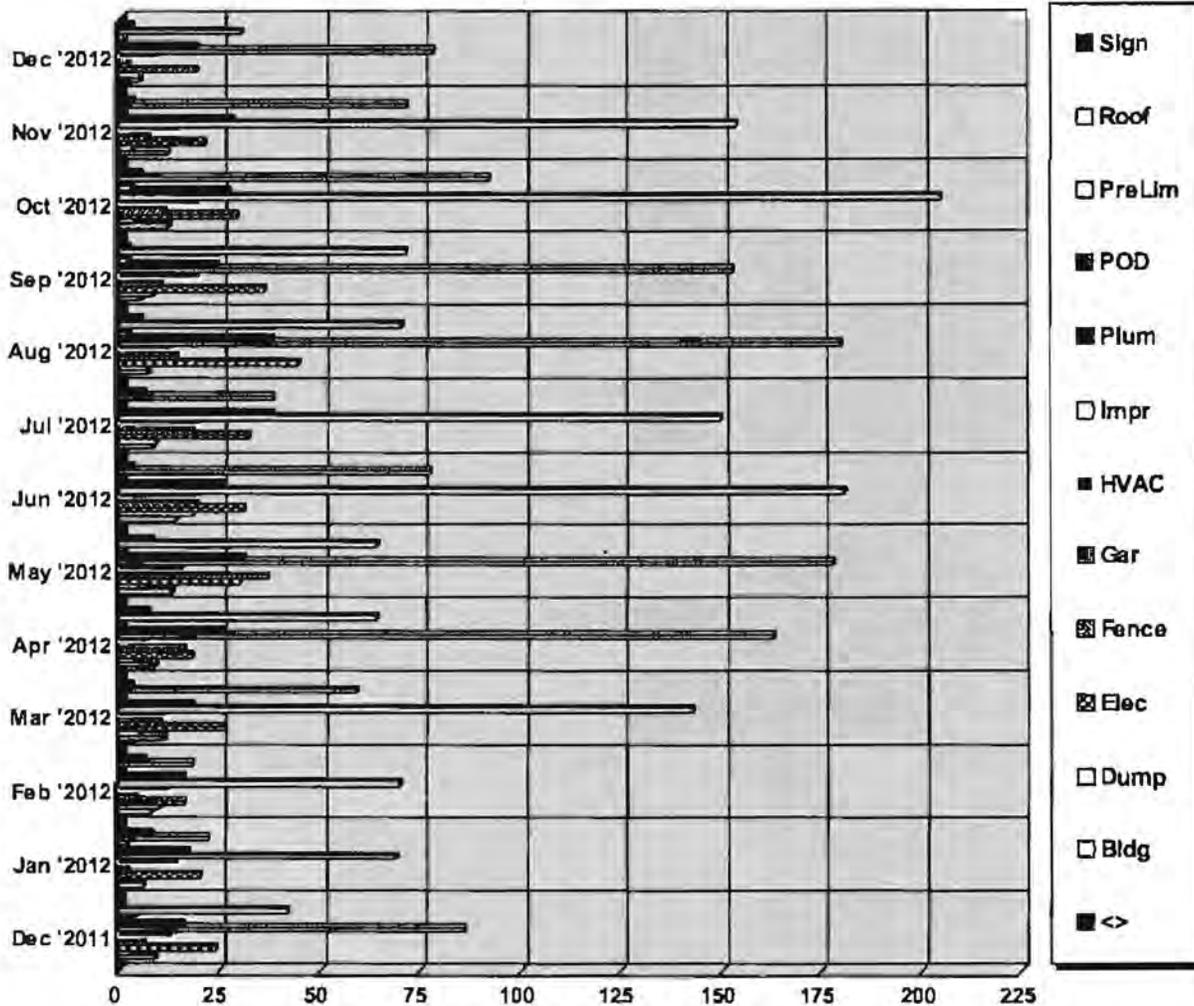
Total Permits Issued

175

Permits Issued

Wednesday, January 23, 2013 11:31 AM

For Period Beginning 12/1/2011 And Ending #####



Permit Detail

2012	December	Bldg	5
2012	December	Dump	5
2012	December	Elec	19
2012	December	Fence	2
2012	December	Gar	2
2012	December	HVAC	10
2012	December	Impr	78
2012	December	Plum	19
2012	December	POD	1
2012	December	PreLim	1
2012	December	Roof	30
2012	December	Sign	3

175

2012	October	Bldg	12
2012	October	Dump	4
2012	October	Elec	29
2012	October	Fence	11
2012	October	Gar	4
2012	October	HVAC	20
2012	October	Impr	205
2012	October	Plum	27
2012	October	POD	3
2012	October	PreLim	1
2012	October	Roof	92
2012	October	Sign	5

413

2012	November	Bldg	12
2012	November	Dump	3
2012	November	Elec	21
2012	November	Fence	7
2012	November	Gar	4
2012	November	HVAC	15
2012	November	Impr	154
2012	November	Plum	28
2012	November	Roof	71
2012	November	Sign	3

318

2012	September	Bldg	5
2012	September	Dump	8
2012	September	Elec	36
2012	September	Fence	10
2012	September	Gar	3
2012	September	HVAC	20
2012	September	Impr	153
2012	September	Plum	24
2012	September	POD	2
2012	September	Roof	71
2012	September	Sign	2

334

Permit Detail

2012	August	Bldg	7
2012	August	Dump	7
2012	August	Elec	44
2012	August	Fence	14
2012	August	Gar	2
2012	August	HVAC	13
2012	August	Impr	180
2012	August	Plum	38
2012	August	POD	2
2012	August	Roof	70
2012	August	Sign	5

382

2012	July	Bldg	8
2012	July	Dump	9
2012	July	Elec	32
2012	July	Fence	18
2012	July	Gar	5
2012	July	HVAC	20
2012	July	Impr	150
2012	July	Plum	38
2012	July	Roof	38
2012	July	Sign	8

324

2012	June	Bldg	14
2012	June	Dump	18
2012	June	Elec	31
2012	June	Fence	19
2012	June	Gar	4
2012	June	HVAC	19
2012	June	Impr	181
2012	June	Plum	26
2012	June	Roof	77
2012	June	Sign	3

382

2012	May	Bldg	13
2012	May	Dump	7
2012	May	Elec	30
2012	May	Fence	37
2012	May	Gar	5
2012	May	HVAC	18
2012	May	Impr	178
2012	May	Plum	31
2012	May	PreLim	1
2012	May	Roof	84
2012	May	Sign	8

390

2012	April	Bldg	9
2012	April	Dump	4
2012	April	Elec	18
2012	April	Fence	16
2012	April	Gar	3
2012	April	HVAC	7
2012	April	Impr	183
2012	April	Plum	26
2012	April	POD	1
2012	April	Roof	84
2012	April	Sign	7

318

2012	March	Bldg	11
2012	March	Dump	5
2012	March	Elec	26
2012	March	Fence	10
2012	March	Gar	3
2012	March	HVAC	12
2012	March	Impr	143
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	8

165

2012	January		1
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	22
2012	January	Sign	8

187

2011	December	Bldg	9
2011	December	Dump	3
2011	December	Elec	24
2011	December	Fence	6
2011	December	Gar	6
2011	December	HVAC	14
2011	December	Impr	88
2011	December	Plum	16
2011	December	POD	1
2011	December	PreLim	4
2011	December	Roof	42
2011	December	Sign	1

212

Permit Detail

Total Permits Issued **3880**

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

K-4

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

February 4, 2013

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 January, 2013 along with a copy of Permit Statistics for this same period.

Respectfully,

Charles D. Lazzara, Director
Building Department

CDL:cr
encs.

Report Of Building Permits Issued By The City Of Berwyn

Monday, February 04, 2013

Between: 1/1/2013 And 1/31/2013

Name and Address			Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Vintage 2 LLC	1837 S. Wisconsin Avenue	ADD BATHROOM & BEDROOM ON 2ND FLR. - ALL NEW DRYWALL, WINDOWS TO CODE, TRIM & CASEMENTS. R/R BATHRM ON 1ST FLR. BUILD OUT MASTER SUITE IN ATTIC, SKYLIGHTS, NEW 100 AMP SERVICE, PLUMBING, NEW HVAC - SOFFIT & GUTTERS, NEW KITCHEN, NEW STAIR CASE TO BSMT &	1/3/2013	Bldg-B 7748-0	\$90,000.00	\$1,940.00
Joel Resendez	1223 S. Maple Avenue	ATTIC: ADD BEDROOM W/HVAC DUCTWORK - WINDOWS TO CODE - 1ST FLR REMODEL KITCHEN, CABINETS, SINK & COUNTER TOPS/DISHWASHER. REMODEL 1ST FLR BATHROOM - ELECTRIC TO CODE. ADD BATHROOM IN BASEMENT - FINISH BASEMENT - UPGRADE WATER SERVICE TO 1" - REPLACE	1/4/2013	Bldg-B 7749-0	\$37,000.00	\$2,670.00
Hector Amedondo	3428 S. Ridgeland Avenue	BUILD 2 BEDROOMS IN THE BASEMENT, 2 ARC FAULT, OUTLETS, SWITCHES, LIGHTS AND EGRESS WINDOWS.	1/4/2013	Bldg-B 7750-0	\$1,900.00	\$240.00
Alex Zagariya	3626 S. Grove Avenue	GUT & REHAB BUILDING - REMOVE ROTTED FLOOR JOIST FROM THE NORTH SIDE OF THE HOUSE. REPLACE FLOORING, ENTIRE ELECTRICAL, NEW FURNACE NEW PLUMBING, DRYWALL, DOORS, INSULATION, FRONT & REAR STEPS, NEW SIDING ON THE HOUSE & GARAGE - CALL FOR TYVEK INSPECTION,	1/4/2013	Bldg-B 7751-0	\$32,000.00	\$1,165.00
Louis Miceli	3626 S. Elmwood Avenue	ATF BASEMENT BATHROOM AND REC ROOM.	1/7/2013	Bldg-B 7752-0	\$500.00	\$100.00
Robert Demmons	1512 S. Wesley Avenue	INSTALLATION OF CABINETS, TILE & COUNTER TOPS, REPL 1ST FLR BATH FIXTURES, FRAMING NEW BEDROOM ON 2ND FLOOR, FRAMING BSMT WALLS & DRYWALLING PERIMETER & CEILING. ELECTRIC UPGRADE - KITCHEN, BSMT, BATHROOM, ATTIC - ADD 2 NEW BEDROOMS IN ATTIC WITH HVAC	1/11/2013	Bldg-B 7753-0	\$11,450.00	\$670.00
Med/Arts Bldg.	3231 S. Euclid Avenue	CONVERT OFFICES INTO PATIENT LAB.	1/23/2013	Bldg-B 7754-0	\$195,780.00	\$4,100.00
Jennifer Guereca	1233 S. Oak Park Avenue	DRYWALL ATTIC & CREATE 2 BEDROOMS TO CODE - WITH ELECTRIC & RECESSED LIGHTING TO CODE - EACH BEDROOM WILL HAVE EGRESS WINDOW 56 H X 26.6 WIDE	1/24/2013	Bldg-B 7756-0	\$1,500.00	\$290.00
Patricia M. Martin	2936 S. Wisconsin Avenue	FINISH ATTIC AS PER PROPOSAL - CREATE A OFFICE IN THE ATTIC, INCLUDING CARPENTRY, ELECTRIC, HVAC - NO PLUMBING.	1/25/2013	Bldg-B 7757-0	\$16,340.00	\$580.00
Vintage 2, LLC	2710 S. Highland Avenue	COMPLETE REMODEL - NEW 100 AMP ELEC UPGRADE - NEW PLUMBING, NEW HVAC SYSTEM, WINDOWS TO CODE, DOORS, DRYWALL, STAIRS, NEW KITCHEN & BATHS - CARPETS, TRIM & LIGHT FIXTURES	1/29/2013	Bldg-B 7758-0	\$97,400.00	\$2,155.00

Report Of Building Permits Issued By The City Of Berwyn

Monday, February 04, 2013

Between: 1/1/2013 And 1/31/2013

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Vintage 2 LLC</i>	2217 S. Clarence Avenue	COMPLETE REHAB - NEW FRAMING & STAIRCASES, COMPLETE NEW MASTER SUITE WITH SKYLIGHTS, BEDROOM, SITTING ROOM, AND MASTER BATHRM. NEW 100 AMP ELEC SERVICE & PLUMBING THROUGHOUT. NEW HVAC SYSTEM, NEW KITCHEN & BATHROOM ON 1ST FLR. ALL NEW WINDOWS TO CODE, D	1/29/2013	Bldg-B 7759-0	\$99,500.00	\$2,185.00
<i>Harry Watchek</i>	2813 S. Wenonah Avenue	RE INSPECTION OF HVAC & FRAMING (1ST CALL WAS A NO-SHOW BY G.C.)	1/8/2013	Bldg-R 7640-2	\$0.00	\$65.00
<i>Carlos Garcia</i>	3409 S. Highland Avenue	ADDITIONAL PLAN REVIEW CHANGES - REVIEW FEE	1/22/2013	Bldg-R 7709-1	\$0.00	\$115.00
13	<i>Building Permits Issued During Period</i>		<i>Totals</i>		<u>\$583,370.00</u>	<u>\$16,275.00</u>

Permits Issued By The Building Department

Monday, February 04, 2013

Between: 1/1/2013 And 1/31/2013

<u>Building</u>	Permits Issued: 13	Cost of Improvements: \$583,370.00
<u>Dumpster</u>	Permits Issued: 7	Cost of Improvements: \$0.00
<u>Electrical</u>	Permits Issued: 11	Cost of Improvements: \$14,800.00
<u>Fence</u>	Permits Issued: 2	Cost of Improvements: \$1,159.00
<u>HVAC</u>	Permits Issued: 13	Cost of Improvements: \$62,009.00
<u>Local Improvement</u>	Permits Issued: 65	Cost of Improvements: \$544,550.28
<u>Plumbing</u>	Permits Issued: 17	Cost of Improvements: \$30,599.00
<u>Roofing</u>	Permits Issued: 7	Cost of Improvements: \$37,650.00
<u>Sign</u>	Permits Issued: 5	Cost of Improvements: \$7,962.80
Total Permits: 140		Total Improvements: \$1,282,100.08

Fees Collected

Building Permit	\$830.00
Building Final	\$10,530.00
Local Improvement Permit	\$8,375.00
Electrical Fees	\$300.00
Electrical Service	\$200.00
Electrical Inspection	\$4,600.00
Signs	\$700.00
Framing Inspection	\$1,575.00
Inspection	\$1,365.00

Permits Issued By The Building Department

Monday, February 04, 2013

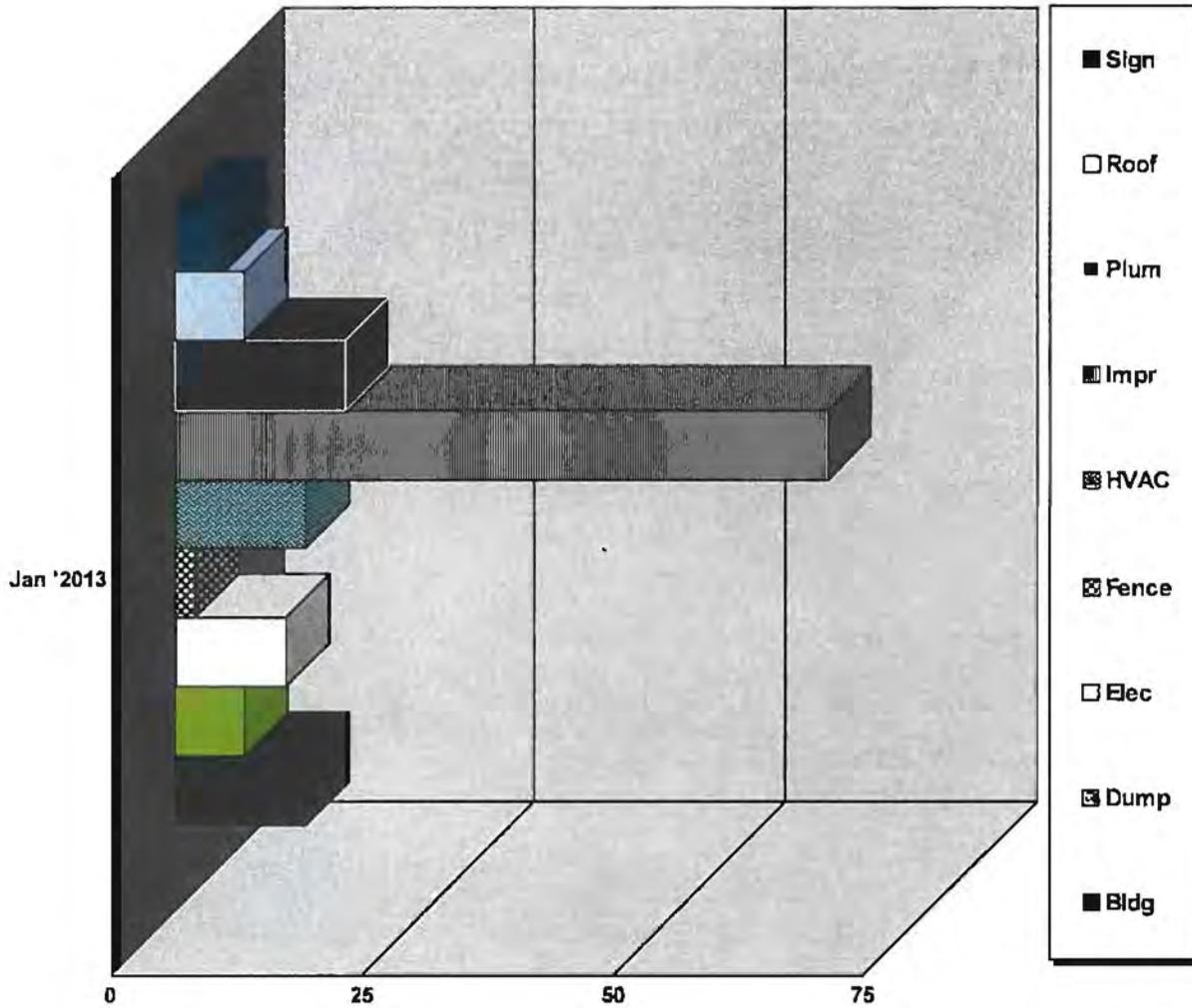
Between: 1/1/2013 And 1/31/2013

Fence Fees	\$70.00
Plumbing Fees	\$425.00
Plumbing Inspection	\$4,400.00
Plumbing Inspection (Underground)	\$500.00
Post Hole Inspection	\$165.00
HVAC Permit	\$1,005.00
HVAC Inspection	\$3,525.00
Service Charge	\$90.00
Insulation/Fire Stopping Inspection	\$880.00
New Water Meter	\$150.00
Tap Fee	\$1,000.00
Dumpster	\$850.00
Parkway Use	\$25.00
Parkway Inspection	\$100.00
Pre-Pour Inspection	\$255.00
Stack Test	\$600.00
Street Opening	\$75.00
Fine - (Misc)	\$500.00
Roof Covering Fees	\$445.00
Gas Pressure	\$250.00
Fire Department	\$200.00
Miscellaneous Fees	\$165.00
Plan Review Fee - w/Permits	\$300.00
Total Fees Collected	\$44,450.00

Permits Issued

Monday, February 4, 2013 12:33 PM

For Period Beginning 1/1/2013 And Ending 1/31/2013



Permit Detail

2013	January	Bldg	13
2013	January	Dump	7
2013	January	Elec	11
2013	January	Fence	2
2013	January	HVAC	13
2013	January	Impr	65
2013	January	Plum	17
2013	January	Roof	7
2013	January	Sign	5

140

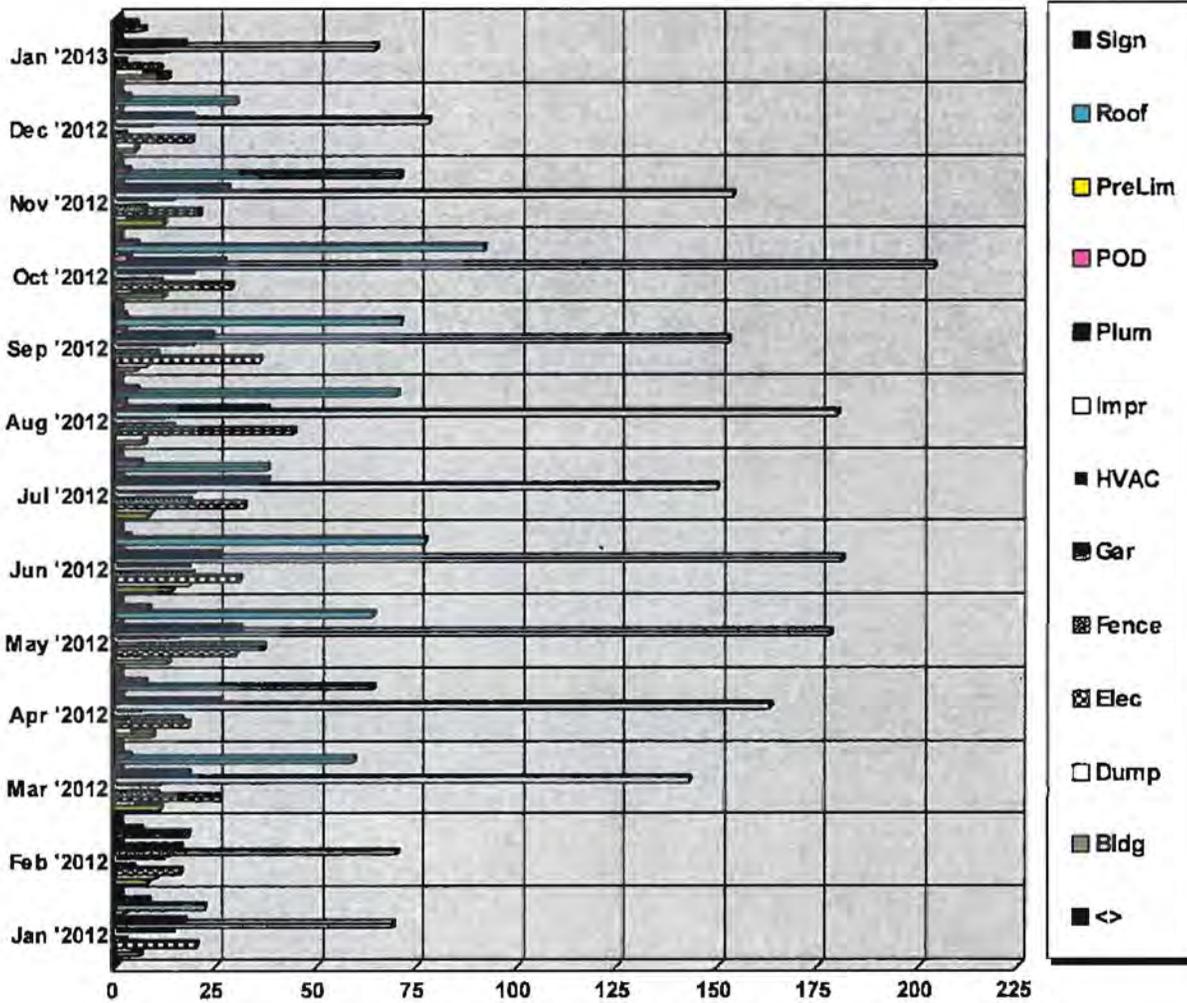
Total Permits Issued

140

Permits Issued

Monday, February 4, 2013 12:33 PM

For Period Beginning 1/1/2012 And Ending 1/31/2013



Permit Detail

2013	January	Bldg	13		2012	November	Bldg	12
2013	January	Dump	7		2012	November	Dump	3
2013	January	Elec	11		2012	November	Elec	21
2013	January	Fence	2		2012	November	Fence	7
2013	January	HVAC	13		2012	November	Gar	4
2013	January	Impr	85		2012	November	HVAC	15
2013	January	Plum	17		2012	November	Impr	154
2013	January	Roof	7		2012	November	Plum	28
2013	January	Sign	5	140	2012	November	Roof	71
					2012	November	Sign	3
2012	December	Bldg	5		2012	October		1
2012	December	Dump	5		2012	October	Bldg	12
2012	December	Elec	19		2012	October	Dump	4
2012	December	Fence	2		2012	October	Elec	29
2012	December	Gar	2		2012	October	Fence	11
2012	December	HVAC	10		2012	October	Gar	4
2012	December	Impr	78		2012	October	HVAC	20
2012	December	Plum	18		2012	October	Impr	204
2012	December	POD	1		2012	October	Plum	27
2012	December	PreLim	1		2012	October	POD	3
2012	December	Roof	30		2012	October	PreLim	1
2012	December	Sign	3	175	2012	October	Roof	92
					2012	October	Sign	5

Permit Detail

2012	September	Bldg	5		2012	March	Bldg	11	
2012	September	Dump	8		2012	March	Dump	5	
2012	September	Elec	38		2012	March	Elec	26	
2012	September	Fence	10		2012	March	Fence	10	
2012	September	Gar	3		2012	March	Gar	3	
2012	September	HVAC	20		2012	March	HVAC	12	
2012	September	Impr	153		2012	March	Impr	143	
2012	September	Plum	24		2012	March	Plum	18	
2012	September	POD	2		2012	March	Roof	59	
2012	September	Roof	71		2012	March	Sign	3	
2012	September	Sign	2						280
				334					
2012	August	Bldg	7		2012	February	Bldg	8	
2012	August	Dump	7		2012	February	Dump	10	
2012	August	Elec	44		2012	February	Elec	18	
2012	August	Fence	14		2012	February	Fence	4	
2012	August	Gar	2		2012	February	Gar	4	
2012	August	HVAC	13		2012	February	HVAC	13	
2012	August	Impr	180		2012	February	Impr	70	
2012	August	Plum	38		2012	February	Plum	18	
2012	August	POD	2		2012	February	Roof	18	
2012	August	Roof	70		2012	February	Sign	8	
2012	August	Sign	5						185
				382					
2012	July	Bldg	8		2012	January	Bldg	1	
2012	July	Dump	9		2012	January	Bldg	8	
2012	July	Elec	32		2012	January	Dump	4	
2012	July	Fence	18		2012	January	Elec	20	
2012	July	Gar	5		2012	January	Fence	2	
2012	July	HVAC	20		2012	January	Gar	1	
2012	July	Impr	150		2012	January	HVAC	15	
2012	July	Plum	38		2012	January	Impr	69	
2012	July	Roof	38		2012	January	Plum	17	
2012	July	Sign	8		2012	January	PreLim	2	
				324	2012	January	Roof	22	
					2012	January	Sign	8	
									167
2012	June	Bldg	14						
2012	June	Dump	18						
2012	June	Elec	31						
2012	June	Fence	19						
2012	June	Gar	4						
2012	June	HVAC	18						
2012	June	Impr	181						
2012	June	Plum	28						
2012	June	Roof	77						
2012	June	Sign	3						
				392					
2012	May	Bldg	13						
2012	May	Dump	7						
2012	May	Elec	30						
2012	May	Fence	37						
2012	May	Gar	5						
2012	May	HVAC	16						
2012	May	Impr	178						
2012	May	Plum	31						
2012	May	PreLim	1						
2012	May	Roof	64						
2012	May	Sign	8						
				390					
2012	April	Bldg	9						
2012	April	Dump	4						
2012	April	Elec	18						
2012	April	Fence	18						
2012	April	Gar	3						
2012	April	HVAC	7						
2012	April	Impr	183						
2012	April	Plum	26						
2012	April	POD	1						
2012	April	Roof	84						
2012	April	Sign	7						
				318					

Permit Detail

Total Permits Issued **3808**

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

K-5

M E M O R A N D U M

February 12, 2013

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

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Laureto concurs with staff recommendations to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1228 Maple	Maria De Beccera	817

Thank you very much.



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 9/24/2012
Officer: T Young # 183

Applicant Name: Maria De Beccera

Address: 1228 S Maple Ave

Telephone:

Nature of Disability:

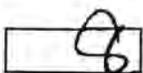
Information

	Yes	No
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Handicapped Plate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Handicapped Placard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Walker / Cane:	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>

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

Report # 12-10851

 Ward Alderman: LAURETO

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-10851

STATION COMPLAINT UCR/Offense Code

9041 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

09/21/2012 11:29

TIME OF OCCURRENCE

09/21/2012 11:29

DESCRIPTION

Applicant File

RELATED CAD #

C12-050768

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

1228 S MAPLE AV Berwyn, IL 60402

STATUS CODE

INCIDENT #

12-10851

HOW RECEIVED

Telephone

STATUS DATE

INVOLVED ENTITIES

NAME

De Beccera, Maria

SEX

F

RACE

Hispanic

DOB

AGE

ADDRESS

1228 S MAPLE AV Berwyn, IL 60402

HGT

WGT

HAIR

EYES

PHONE

SID #

DL #

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Reporting Party

RELATED EVENT #

NAME

De Beccera, Santos

SEX

M

RACE

Hispanic

DOB

AGE

ADDRESS

1228 S MAPLE AV Berwyn, IL 60402

HGT

WGT

HAIR

EYES

PHONE

SID #

DL #

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Other

RELATED EVENT #

INVOLVED VEHICLES

VEHICLE #

1926219

STATE

IL

TYPE

Sedan, 4-door

INVOLVEMENT

Involved

VIN #

YEAR

2002

MAKE

Nissan

MODEL

Sentra

COLOR

Green

COMMENTS

OWNER

NARRATIVES

PRIMARY NARRATIVE

In summary a/o interviewed with assistance from Cso Delgado translating Maria De Beccera in regards to a request for a Handicapped parking sign. Mrs. De Beccera

She has a valid IL Handicap placard # BG26810. Maria is renting the residence located at 1228 Maple and has no access to the garage on premise. Her husband Santos De Beccera does drive and transports Maria to her appointments. The vehicle is a 2002 Green Nissan Sentra bearing IL plate# 1.926219. Maria meets the requirements for a Drop Off Zone and or a Handicapped Sign. Nothing further at this time.

REPORTING OFFICER

YOUNG, TERRY

STAR #

183

APPROVED BY

STAR #

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)

Maria Beretta

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 _____ Canes _____ 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)

04-09-12
(Date)

(Print Physician's Name)

6545 Cermak Rd Berwyn IL 60402
(Address and Telephone Number)
708 -

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Form B
Owner Consent For Handicap Sign
Placement/Drop-off Zone

I MARIA GARCIA, owner/manager of the property at

1228 Maple Berwyn IL 60410, state as follows:

- 1) That MARIA DE BECERRA is a tenant at the above listed property.
- 2) That MARIA DE BECERRA has no access to any parking on the premises.
- 3) That if MARIA DE BECERRA is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.
- 4) I agree to notify the City of Berwyn if MARIA DE BECERRA no longer resides on the premises.

Maria Garcia
Signature/Date

Name: MARIA GARCIA
Address: 1228 Maple
Phone#: _____

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

12-10751

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

Maria De Becerra
(Name of Handicapped Applicant)

1228 S. Maple Ave
(Berwyn Address)

(Name of caregiver, or guardian if minor)

1
(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:

Nissan Sentra XE/GXE
(Vehicle make and model)

Green 2002
(Color / Year)

L926219
(Illinois License Plate Number)

2012-2013 Berwyn 22 325
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

L926219 / BG 26810 exp 201
(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.

Maria De Becerra

7/18/12

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Handicapped Space/Zone
Public Works Site Inspection

Application # 817

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 1/16/2013

Police Report # 12-10851

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 817

Traffic Engineer or Designee Nicole Campbell

Comments: 3rd spot on block

Meets Traffic Criteria for:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 1/16/2013

Police Report # 12-10851

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

K-6

MEMORANDUM

February 12, 2013

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

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Avila concurs with staff recommendations to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1941 Kenilworth	Bernadette Zierden	832

Thank you very much.



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : **Mayor Robert J. Lovero**
From: **Berwyn Police Department Community Service Division**
Date : **1/9/2013**
Officer: **M. Raimondi #192**

Applicant Name: **Bernadette Zierden**

Address: **1941 S. Kenilworth Ave, Berwyn, IL 60402**

Telephone:

Nature of Disability:

Information

	Yes	No
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Handicapped Plate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Handicapped Placard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Walker / Cane:	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>

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

Report # 13-00571

7 Ward Alderman:

AVILA

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 13-00571

STATION COMPLAINT UCR/Norse Code

9041 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

01/17/2013 09:05

TIME OF OCCURRENCE

01/17/2013 09:05

DESCRIPTION

Applicant File

RELATED CAD #

13-002718

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

1941 S KENILWORTH AV #102 Berwyn, IL 60402

STATUS CODE

INCIDENT #

13-00571

HOW RECEIVED

Telephone

STATUS DATE

INVOLVED ENTITIES

NAME

DOB

AGE

ADDRESS

Reliable Management

PO BOX #36 Lyons, IL

SEX

RACE

HGT

WGT

HAIR

EYES

PHONE

SID #

DL #

FBI #

ALT PHONE

CLOTHING

UCR

TYPE

RELATED EVENT #

NAME

DOB

AGE

ADDRESS

ZIERDEN, BERNADETTE

62

1941 S KENILWORTH AV Berwyn, IL 60402

SEX

RACE

HGT

WGT

HAIR

EYES

PHONE

F

White, Caucasian

5'3"

120

Brown

Blue

SID #

DL #

FBI #

ALT PHONE

263506050694

CLOTHING

UCR

TYPE

RELATED EVENT #

9041 (Applicant File) - 0 count(s)

Reporting Party

NAME

DOB

AGE

ADDRESS

DiNunzio, Julia

28 East AV Lyons, IL

SEX

RACE

HGT

WGT

HAIR

EYES

PHONE

F

SID #

DL #

FBI #

ALT PHONE

CLOTHING

UCR

TYPE

RELATED EVENT #

9041 (Applicant File) - 0 count(s)

Other

INVOLVED VEHICLES

VEH/PLATE #

STATE

TYPE

INVOLVEMENT

VIN #

0S9059

IL

Carryall/SUV

YEAR

MAKE

MODEL

COLOR

COMMENTS

2003

Kia Motors Corp

Spectra

Silver/Aluminum

OWNER

ZIERDEN, BERNADETTE

NARRATIVES

PRIMARY NARRATIVE

Bernadette Zierden, dob

, who resides at 1941 S. Kenilworth Ave, Berwyn, IL is requesting handicap parking

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 13-00571

STATION COMPLAINT UCROffense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	13-00571
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C13-002748	Telephone
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	STATUS DATE
01/17/2013 09:05	1941 S KENILWORTH AV #102 Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	
01/17/2013 09:05		

signs to be placed in front of her residence. Ms. Zierden :

There is no garage on the premises. Ms. Zierden submitted the obligatory Owner Consent form, signed by her landlord, agreeing to the placement of signs being placed in front of said property.

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

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
R RAIMONDI, MARCO J	192		

DRAFT

**Handicapped Space/Zone
Public Works Site Inspection**

Application # 832

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

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

Date: 1/29/2013

Police Report # 13-00571

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

Application # 832

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

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

Date: 1/29/2013

Police Report # 13-00571

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

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

BERNADETTE ZIERDEN
(Name of Handicapped Applicant)

1941 KENILWORTH AVE APT 102
(Address)

(Name of caregiver, if applicable)

708- _____
(Telephone Number)

(Illinois Handicapped License Plate Number)

22999 2012-20-13
(City Vehicle Sticker Number and Year)

554059
(Illinois License Plate Number)

AG 55168
(Illinois 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.

Bernadette Zierden
(Signature of handicapped person or their legal guardian)

11-12-12
(Date)

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

Bernadette

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)

11-12-12
(Date)

(Print Physician's Name, Address and Telephone Number)

Berwyn IL 60402

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

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

(Name of Handicapped Applicant)

(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Telephone /Cell Phone Number)

Is there a garage on the property? Yes / No (No)

Are you the homeowner? Yes ___ No X

Driveway No Carport No

Renter

All Applicants must submit the Physicians form (A)

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

Vehicle Information

2003 Kia Spectra
(Vehicle make and model)

sil/2003
(Color / Year)

OS 9059
(Illinois License Plate Number)

22999 2012/13
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BG 55668
(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 31st Street, Berwyn, Illinois

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Form B
Owner Consent For Handicap Sign
Placement/Drop-off Zone

I, Julia Dinunzio, owner/manager of the property at
1941 S. Kenilworth #102, state as follows:

- 1) That Bernadette Zierden is a tenant at the above listed property.
- 2) That Bernadette has no access to any parking on the premises.
- 3) That if she is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.
- 4) I agree to notify the City of Berwyn if _____ no longer resides on the premises.

Julia Dinunzio 12-5-12
Signature/Date

Name: Reliable Management
Address: 1000 28 East Ave
Phone#:

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

K-M

M E M O R A N D U M

February 12, 2013

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

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Avila concurs with staff recommendations to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1845 Home	Charles Jannetto	833

Thank you very much.



Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402
708-795-5400
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 : 12/7/2012
Officer: Terry Young #183

Applicant Name: Charles Jannetto

Address: 1845 S. Home Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information

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

Meets Police Dept
Requirements

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

Report # 13-00509

7 Ward Alderman:

Avila

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 13-00509

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	13-00509
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C13-002452	Telephone
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	STATUS DATE
01-15-2013 13:23	1845 S HOME AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	
01-15-2013 13:23		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS
Janetto, Charles		63	1845 S HOME AV Berwyn, IL 60402
SEX	RACE	HGT	WGT
M	White, Caucasian		
SID #	DL #	FBI #	ALT PHONE

CLOTHING

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

INVOLVED VEHICLES

VEH PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
FYJ875	IL	Sedan		
YEAR	MAKE	MODEL	COLOR	COMMENTS
2008	Ford	Focus	Blue	
OWNER				

NARRATIVES

PRIMARY NARRATIVE

Charles Janetto, dob [redacted] who resides at 1845 S. Home Ave. Berwyn IL, is requesting handicap parking signs to be placed in front of his residence. Mr Jannetto

He drives a blue 2008 FOrd Focus bearing IL plate# FYJ875 and has a valid Handicap Placard

BG46343.

There is a small 1 car garage on the premises that is utilized by his wife to park in. Mr. Janetto is unable to use the garage due his condition it is difficult for him to enter and exit his vehicle while in the garage.

Mr. Janetto does meet the requirements for being handicapped in the State of Illinois.

There are other signs on the block which may make it difficult for parking in the area for residents. Nothing further at this time.

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
YOUNG, FERRY	183		

**Handicapped Space/Zone
Public Works Site Inspection**

Application # 833

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space
Parking Zone

Yes
Yes

x

No
No

x

Date: 1/29/2013

Police Report # 13-00509

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

Application # 833

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

Parking Space
Parking Zone

Yes
Yes

x

No
No

x

Date: 1/29/2013

Police Report # 13-00509

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

CITY OF BERWYN
POLICE DEPARTMENT
2012 NOV -9 P 2:05

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

Charles Jannetto
(Name of Handicapped Applicant)

1845 S. Home
(Berwyn Address)

(Name of caregiver, or guardian if minor)

708- _____
(Telephone /Cell Phone Number)

Is there a garage on the property? 1 car 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

Ford FOCUS
(Vehicle make and model)

Blue 2008
(Color / Year)

FYJ 875
(Illinois License Plate Number)

7491
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BG 46343
(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.

Charles Jannetto

11-5-2012

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st 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)

11/5/12

(Date)

(Print Physician's Name)

(Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

K-8

M E M O R A N D U M

February 12, 2013

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

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Avila concurs with staff recommendations to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1941 Home	Rosemary Salako	835

Thank you very much.



Berwyn Police Department

6401 West 31st. Street
Berwyn, Illinois 60402
708-795-5400
Fax 708-795-5427
Emergency Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 1/23/2013
Officer: M. Raimondi #192

Applicant Name: Rosemary Salako

Address: 1941 S. Home Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information

	Yes	No
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Handicapped Plate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Handicapped Placard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Walker / Cane:	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>

Meets Police Dept
Requirements

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

Report # 13-00761

Ward Alderman:

Avila

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

Incident#: 13-00761

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

STATION COMPLAINT UCR/Henso Code

9041 (Applicant File)

DESCRIPTION

Applicant File

INCIDENT #

13-00761

REPORT TYPE

Incident Report

RELATED CAD #

C13-003753

DOT #

HOW RECEIVED

In Person

WHEN REPORTED

01/23/2013 12:00

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

1941 S HOME AV Berwyn, IL 60402

TIME OF OCCURRENCE

01/23/2013 12:00

STATUS CODE

STATUS DATE

INVOLVED ENTITIES

NAME

DOB

AGE

ADDRESS

SALAKO, ROSI-MARY

90

1941 S HOME AV Berwyn, IL 60402

SEX

RACE

HGT

WGT

HAIR

EYES

PHONE

SID #

White, Caucasian

DL #

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Reporting Party

RELATED EVENT #

NAME

DOB

AGE

ADDRESS

SALAKO, HARRY

85

1941 S HOME AV Berwyn, IL 60402

SEX

RACE

HGT

WGT

HAIR

EYES

PHONE

SID #

White, Caucasian

DL #

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Other

RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #

STATE

TYPE

INVOLVEMENT

VIN #

2937699

IL

Sedan, 4-door

YEAR

MAKE

MODEL

COLOR

COMMENTS

Older

Lincoln

Continental

Bronze

OWNER

SALAKO, HARRY

NARRATIVES

PRIMARY NARRATIVE

Rosemary Salako, dob: [redacted] who resides at 1941 S. Home Ave. Berwyn IL, is requesting handicap parking signs to be placed by the side (by the walkway on 21st Street) of her residence.

Ms. Salako has [redacted] She has frequent doctor appointments and on-street parking in the vicinity is very limited.

There is a garage on the premises however, [redacted] and the distance from the garage to the back door of the residence is greater than the distance between the street and the back door.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 13-00761

STATION COMPLAINT UCR/Offense Code

0011 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

01/23/2013 12:00

TIME OF OCCURRENCE

01/23/2013 12:00

DESCRIPTION

Applicant File

RELATED CAD #

C13-003753

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

1941 S HOME AV Berwyn, IL 60402

STATUS CODE

INCIDENT #

13-00761

HOW RECEIVED

In Person

STATUS DATE

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

REPORTING OFFICER

RAYMOND L MARGO J

STAR #

192

APPROVED BY

STAR #

DRAFT

Handicapped Space/Zone
Public Works Site Inspection

Application # 835

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

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

Date: 1/29/2013

Police Report # 13-00761

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 835

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

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

Date: 1/29/2013

Police Report # 13-00761

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

ROSEMARY SALAKO
(Name of Handicapped Applicant)

1941 HOME AVE
(Berwyn Address)

(Name of caregiver, or guardian if minor)

708 1
(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:

LINCOLN CONTINENTAL
(Vehicle make and model)

BRONZ 1991
(Color / Year)

2837599
(Illinois License Plate Number)

13732
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BE 59607
(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.

Rosemary Salako

1/22/13

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st 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

The above-named patient
function due to neck

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)

1/22/13

(Date)

(Print Physician's Name)

(Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

K-9

M E M O R A N D U M

February 8, 2013

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

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Paul concurs with staff recommendations to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
2405 S. GROVE	ADRIANA GUDINO	831

Thank you very much.



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : **Mayor Robert J. Lovero**
From: **Berwyn Police Department Community Service Division**
Date : **1/9/2013**
Officer: **M. Raimondi #192**

Applicant Name: **Adriana Gudino**
Address: **2405 S. Grove Ave,**
Telephone:

Nature of Disability:

Information

	Yes	No
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Handicapped Plate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Handicapped Placard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Walker / Cane:	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>

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

Report # 13-00260

3 Ward Alderman: **PAUL**

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 13-00260

STATION COMPLAINT UCR/Offense Code

9041 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

01/09/2013 10:13

TIME OF OCCURRENCE

01/09/2013 10:13

DESCRIPTION

Applicant File

RELATED CAD #

C13-001310

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

2405 S GROVE AV Berwyn, IL 60402

STATUS CODE

INCIDENT #

13-00260

HOW RECEIVED

Telephone

STATUS DATE

INVOLVED ENTITIES

NAME

GUDINO, SUSANA

SEX

F

RACE

Hispanic

SID #

DOB

AGE

37

ADDRESS

2405 S GROVE AV Berwyn, IL 60402

HGT

5'4"

WGT

130

HAIR

Black

EYES

Brown

PHONE

DL #

G35078075960

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Reporting Party

RELATED EVENT #

NAME

** Juvenile **

SEX

F

RACE

Hispanic

SID #

DOB

*** **

AGE

2

ADDRESS

** Juvenile **

HGT

WGT

HAIR

EYES

PHONE

** Juvenile **

DL #

** Juvenile **

FBI #

** Juvenile **

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Other

RELATED EVENT #

NAME

GUDINO, ADRIAN

SEX

M

RACE

Hispanic

SID #

DOB

AGE

39

ADDRESS

2405 S GROVE AV Berwyn, IL 60402

HGT

WGT

HAIR

EYES

PHONE

DL #

FBI #

ALT PHONE

CLOTHING

UCR

9041 (Applicant File) - 0 count(s)

TYPE

Involved

RELATED EVENT #

INVOLVED VEHICLES

VEHICLE #

8534009

STATE

IL

TYPE

Van/Minivan

INVOLVEMENT

VIN #

YEAR

2007

MAKE

Chrysler

MODEL

Town and Country

COLOR

Silver/Aluminum

COMMENTS

GUDINO, ADRIAN

NARRATIVES

PRIMARY NARRATIVE

Susana Gudino dot

who resides at 2405 S. Grove Ave. Berwyn IL is requesting handicap parking signs to be

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 13-00260

STATION COMPLAINT UCR/OFFense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	13-00260
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C13-001310	Telephone
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
01/09/2013 10:13	2405 S GROVE AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
01/09/2013 10:13		

placed in front of her residence. Ms Gudino is the caregiver for her daughter Adriana, who is non-ambulatory; Adriana suffers from [redacted] and utilizes [redacted]. There is a garage on the premises, however, it is very difficult for Ms Gudino to maneuver in, with her daughter in the wheelchair. On-street parking is very limited in the later afternoon/evening.

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

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
RAIMONDI, MARGO J	192		

**Handicapped Space/Zone
Public Works Site Inspection**

Application # 831

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

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

Date: 1/16/2013

Police Report # 13-00260

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

Application # 831

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

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

Date: 1/16/2013

Police Report # 13-00260

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

111-002-7 12:53

A Century of Progress with Pride

8
~~111-002-7~~

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

ADRIANA GUDINO
(Name of Handicapped Applicant)

2405 GROVE
(Berwyn Address)

SUSANA GUDINO
(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 NO Carport NO

All Applicants must submit the Physicians form (A)

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

Vehicle Information

CHRYSLER, TOWN & COUNTRY
(Vehicle make and model)

SILVER / 2007
(Color / Year)

8534009
(Illinois License Plate Number)

3351
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BG 61597
(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.

Susana Gudino

Jan 7, 2013

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois



Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

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(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)

12/19/12

(Date)

(Print Physician's Name)

(Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-10

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

February 8, 2013
Mayor Robert J. Lovero
Members of the Berwyn City Council
Berwyn City Hall

Re: Handicap request #829
3839 S. Home Ave.

Ladies and Gentlemen,

I concur with the investigating officer's recommendation in the attached Handicap application to **approve** the request.

Respectfully,

Nona N. Chapman
1st ward Alderman



Application Number

829

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 : 12/7/2012
Officer: M. Raimondi #192

Applicant Name: Susan Martin
Address: 3839 S. Home Ave, Berwyn, IL 60402
Telephone:

Nature of Disability:

D

Information

Doctor's Note/ Affidavit:

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

Interviewed:

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

Owner's Support Letter

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

Handicapped Plate

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

Garage:

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

Handicapped Placard

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

Driveway:

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

Wheelchair:

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

Off Street:

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

Walker / Cane:

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

On Street:

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

Oxygen:

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

Meets Police Dept
Requirements

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

Report # 12-13873

Ward Alderman: *Chapman*

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

Incident#: 12-13873

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	12-13873
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C12-064658	Telephone
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
12-07-2012 10:09	3839 S HOME AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
12-07-2012 10:09		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	
Martin, Susan		60	3839 S Home AV Berwyn, IL 60402	
SEX	RACE	HGT	WGT	HAIR
F	White, Caucasian			
SID #	DL #		FBI #	ALT PHONE

CLOTHING

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

INVOLVED VEHICLES

VEHICLE #	STATE	TYPE	INVOLVEMENT	VIN #
N890033	IL	Subin. 4-Door		
YEAR	MAKE	MODEL	COLOR	COMMENTS
	Toyota	Corolla	Blue, Dark	

OWNER

Martin, Susan

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Susan Martin, who resides at 3839 S. Home Ave. Berwyn, IL, 60402, is requesting handicapped parking at said address. There is currently a handicapped parking space in front of said address, which is assigned to Dolores Martin, Susan's mother who recently passed away. Ms. Martin suffers from

There is a two car garage on the premises, however, Ms. Martin is easily winded when walking, and the space in the garage is confining with her walker, therefore it is easier for her to access the front of her residence.

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

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
RAIMONDI, MARGO J	192	ANISI, CHRIS	132

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

Susan Martin
(Name of Handicapped Applicant)

3839 Home Ave.
(Berwyn Address)

(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 NO Carport NO

All Applicants must submit the Physicians form (A)

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

Vehicle Information:

Toyota Corolla
(Vehicle make and model)

Blue 2008
(Color / Year)

N890033
(Illinois License Plate Number)

30728
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BD20372
(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.

Susan L. Martin

11/16/12

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st 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)

(Print Physician's Name)

11/16/12

(Date)

(Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Handicapped Space/Zone
Public Works Site Inspection

Application # 829

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

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

Date: 1/16/2013

Police Report # 12-13873

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 829

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

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

Date: 1/16/2013

Police Report # 12-13873

K-11
The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

February 8, 2013
Mayor Robert J. Lovero
Members of the Berwyn City Council
Berwyn City Hall

Re: Handicap request #830
3826 S. Wisconsin Ave.

Ladies and Gentlemen,

I concur with the investigating officer's recommendation in the attached Handicap application to **approve** the request.

Respectfully,

Nona N. Chapman

Nona N. Chapman
1st ward Alderman



Berwyn Police Department

4401 West 112nd Street
Berwyn, Illinois 60402
708-794-6600
Fax 708-795-6627
Emergencies Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 1/3/2013
Officer: M. Raimondi #192

Applicant Name: Zenaida Cerrillo
Address: 3826 S. Wisconsin Ave.
Telephone:
Nature of Disability:

Information

	Yes	No
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Handicapped Plate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Handicapped Placard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Walker / Cane:	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>

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

Report # 12-14419

Ward Alderman: **CHAPMAN**

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

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-14419

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9011 (Applicant File)	Applicant File	12-14419
REPORT TYPE	RELATED CAR #	HOW RECEIVED
Incident Report	C12-067037	Telephone
WHEN REPORTED	LOCATION IN OFFENSE (HOUSE NO., STREET NAME)	
12/21/2012 10:45	3826 S WISCONSIN AV Berwyn IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
12/21/2012 10:45		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	PHONE
Cerrillo, Zenaida		66	3826 S Home AV Berwyn, IL 60402	
SEX	RACE	HGT	WGHT	HAIR
F	Hispanic			
SIN #	DL #	FBI #	ALT PHONE	
	C64098046964			

CLOTHING

UCR	TYPE	RELATED EVENT #
9011 (Applicant File) - 0 count(s)	Reporting Party	

INVOLVED VEHICLES

VEHICLATE #	STATE	TYPE	INVOLVEMENT	VIN #
N109529	IL	Carryall/SUV		
YEAR	MAKE	MODEL	COLOR	COMMENTS
2011	Chevrolet	Equinox	Silver/Aluminium	
OWNER	CERRILLO, ZENaida			

NARRATIVES

PRIMARY NARRATIVE

Zenaida Cerrillo, who resides at 3826 S. Home Ave, Berwyn IL 60402, is requesting handicapped parking signs to be placed in front of said address. Ms. Cerrillo suffers from [redacted]. There is a garage on the premises, however Ms. Cerrillo related that she's unable to maneuver in the garage and it's easier for her to access the front of the residence.

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

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
RAMONDE, MARGO J	192		

12-14417

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

ZENAIDA CERRILLO
(Name of Handicapped Applicant)

3826 WISCONSIN AVE
(Berwyn Address)

(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

CHEV EQUINOX
(Vehicle make and model)

SILVER - 2011
(Color / Year)

N499529
(Illinois License Plate Number)

24221
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BF21536
(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.

Zenaida Cerrillo

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st 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)

12-11-12

(Date)

(Print Physician's Name)

(Address and Telephone Number)

**Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois**

**Handicapped Space/Zone
Public Works Site Inspection**

Application # 830

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space Yes

Parking Zone Yes

No
No

Date: 1/16/2013

Police Report # 12-14419

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

Application # 830

Traffic Engineer or Designee Nicole Campbell

Comments: Parking space will be shortened due to hydrant.

Meets Traffic Criteria for:

Parking Space Yes

Parking Zone Yes

No
No

Date: 1/16/2013

Police Report # 12-14419



The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD™

Metropolitan Division

Linda Bond
General

Paul R. Seiler
Territorial Commander

Ralph Bukiewicz
Lt. Colonel
Divisional Commander

K-12

January 30, 2013

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

CITY OF BERWYN
CLERK'S OFFICE
2013 JAN 31 A 11:43

Dear Mr. Thomas J. Pavlik:

On behalf of the grateful communities that will benefit from the donations collected at the kettles placed at the various locations throughout your municipality, we thank you for your support over the years for The Salvation Army's annual Red Kettle Campaign. With your generous help, we were able to raise over \$11.7 million during our recent 2012 Campaign.

As our community continues to fight economic hardship, we are reminded that the need for social services continues to grow. The Salvation Army could not provide direct help to so many families and individuals in need without you.

As in years past, we would like your continued support and permission to conduct the following fundraising campaigns in your municipality:

DONUT DAY

Friday and Saturday, June 7 and June 8, 2013

RED KETTLE CAMPAIGN

Friday, November 15, 2013 through Tuesday, December 24, 2013

(Please note that when The Salvation Army solicits in front of a store or business, we also obtain permission from that particular store or business.)

Enclosed is a confirmation form. Please fill it out, specifying any requirements or remarks you'd like us to heed. Please be sure to keep a copy for your records.

Please return the form to Kim Dunster at kim_dunster@usc.salvationarmy.org or by fax to Attn: Kim Dunster, Corporate Relations, 773.205.3675.

Thank you again for all your help.

Kim Dunster

Kim Dunster
Corporate Relations Assistant