

AGENDA BERWYN CITY COUNCIL

REGULAR MEETING
APRIL 28, 2015
8:00 PM

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

- A. Pledge of Allegiance and Moment of Silence
- B. Open Forum
- C. Approval of Minutes
 - 1. Regular Council Meeting, COW and Public Hearing held on April 14, 2015 Pg 3
- D. Bid Openings
- E. Berwyn Development Corp., Berwyn Township/Health District
 - 1. Route 66 Car Show/Resolution Pg 12
- F. Reports from the Mayor
 - 1. Deferred - Appointment to the Berwyn Historic Preservation Committee - Edward Brown Esq. Pg 14
 - 2. Appointment to the Berwyn Historic Preservation Committee - Alicia Ruiz Pg 17
 - 3. Reappointment to the Library Board - Cynthia Hayes Pg 20
 - 4. Reappointment to the Berwyn Police Pension Fund Board - Joseph Kroc Pg 21
 - 5. Reappointment to the Berwyn Fire Pension Fund Board - Denis O' Halloran Pg 22
 - 6. Reappointments to the Community Relations Commission- Susan Greenburg & Joseph SchejbalPg 23
- G. Reports from the Clerk
 - 1. Updating and Codification of Ordinances Pg 24
- H. Zoning Boards of Appeals
- I. Reports from the Aldermen, Committees and Board
 - 1. Alderman Avila – Jefferson School Cancer Walk to Raise Awareness – 5/13/15 Pg 27
 - 2. Business License and Taxation Committee Meeting Report of March 23, 2015 Pg 29
- J. Reports from the Staff
 - 1. City Attorney – LaQuinta De Los Reyes Restaurant Pg 30
 - 2. City Attorney – Settlement of Case No. 2013 WC 28133 Pg 32
 - 3. Assistant City Administrator – Medical Billing Contract with Paramedic Billing Services Pg 33
 - 4. Public Works Director – Waive Sealed Bid Process and Approve Sewer Televising for Preparation of 13th St. Resurfacing Pg 54
 - 5. Public Works Director – Recommendation to Award Bid for the 2015 CDBG & Cost Shared Sidewalk Program Pg 56
 - 6. Public Works Director – Declare 1993 Vermeer 650B Stump Grinder #1VRC131G8R1000617 Surplus Property Pg 57
 - 7. Police Chief – Request to Hire Two Probationary Police Officers Pg 58
 - 8. Fire Chief–Probationary and Swearing in of Patrick Sharkey to the Senior Promotion of EngineerPg 59
 - 9. Berwyn Public Library – Permission to Advertise and Hire Readers' Advisory Librarian (18 hrs); Circulation Library Assistant (18 hrs) Pg 60
 - 10. Berwyn Public Library – Temporary Promotion of Nora Mastny Pg 61
- K. Consent Agenda
 - 1. Payroll – 4/22/15 \$1,062,552.35 Pg 62
 - 2. Payables – 4/28/15 \$1,059,138.92 Pg 63
 - 3. Handicap Parking Space Application #930 – 2621 S. Kenilworth – Approval Pg 69
 - 4. Handicap Parking Space Application #932 – 1334 S. Cuyler – Approval Pg 76
 - 5. Handicap Drop-Off Zone Application #933 – 1525 S. Ridgeland – Approval Pg 83
 - 6. Handicap Parking Space Application #934 – 1909 S. Oak Park – Approval Pg 91

Berwyn City Council
Regular Meeting – November 25, 2014
Agenda

- | | |
|--|--------|
| 7. North Berwyn Park District – Cinco De Mayo 5/3/15 – Street Closure | Pg 100 |
| 8. North Berwyn Park District – Appreciation of the Support from the City regarding the Easter Parade | Pg 103 |
| 9. South Berwyn School District #100 – Street Closure 5/29/15 RD 6/1/15 | Pg 104 |
| 10. St. Leonard Parent Association Committee – Fun Day – 6/3/15 – Street Closure | Pg 105 |
| 11. St. Leonard Parent Association Blocktoberfest Committee – 9/26/15 RD 9/27/15 – Street Closure | Pg 106 |
| 12. Assistant to the Builder Director, Christi Leonard-Shumaker – Request to bypass zoning for the raising of a sign in Cermak Plaza | Pg 107 |

_____ - Thomas J. Pavlik, City Clerk

MINUTES
BERWYN CITY COUNCIL
April 14, 2015

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto. Absent: None.
2. The Pledge of Allegiance was recited and a moment of silence was given for the family of Mary Pavlik, mother of City Clerk Tom Pavlik, grandmother of Police Parking Enforcement Officer John Pavlik and Ali Pavlik, formerly of the Berwyn Public Health District; the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and for all Veterans.
3. The open forum portion of the meeting was announced. Resident Elizabeth Kurr invited all to attend the Community Meeting at the Library on April 20th at 7:00 p.m. for the Central Berwyn Bungalow National Register Historic District.
4. Minutes of the regular Berwyn City Council meeting and the Committee of the Whole held March 24, 2015, were submitted. Thereafter, Avila made a motion, seconded by Chapman, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forward agenda items F-1, F-2 and F-3. The motion carried by a voice vote. F-1 is a proclamation from the Mayor to congratulate John Novacek, Berwyn Fire Department Engineer, on his retirement, extend appreciation and thanked him for the thirty-eight years of service. The Mayor proclaim, April 14, 2015 as John Novacek Day in the City of Berwyn. Thereafter, Avila made a motion, seconded by Polashek, to **adopt** the proclamation as presented. The motion carried by a voice vote.
6. The Mayor submitted a communication regarding the reappointments of Dominick Castaldo, Joel Chrastka, Don Miller and Lance Malina, Esq. to the Zoning Board of Appeals. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve the appointment as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
7. The Mayor submitted a communication regarding the appointment of Joel Oswald and reappointments of Queenie Costas and Gil Pena to the Community Relations Commission. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve the appointment as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.

8. The Berwyn Development Corporation submitted a communication regarding Microbrewery Ordinance and Fee Structure with an attached ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 1240, SECTION 1240.04, CHAPTER 1256, SECTION 1256.02, CHAPTER 1258, SECTION 1258.02, CHAPTER 1260, SECTION 1260.02, AND CHAPTER 1261, SECTION 1261.02 OF THE ZONING CODE OF THE CITY OF BERWYN REGARDING CONDITIONAL USES FOR C-1, C-2, C-3, AND C-4 DISTRICTS 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.

9. The Berwyn Development Corporation submitted a communication regarding Microbrewery Ordinance and Fee Structure with an attached ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 801, SECTION 801.13, AND CHAPTER 804, SECTIONS 804.06 AND 804.07 OF THE CODE OF ORDINANCES OF THE CITY OF BERWYN REGARDING MICROBREWERIES 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.

10. The Berwyn Development Corporation submitted a communication regarding the Berwyn Gateway Plaza II Alley Vacation with an attached ordinance entitled:

AN ORDINANCE VACATING PORTIONS OF A CERTAIN ALLEY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

The Mayor recognized Berwyn Development Corporation Executive Director, Anthony Griffin who reviewed same. Thereafter, Avila 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.

11. The Berwyn Development Corporation submitted a communication regarding Vacin Fairway Subdivisions with an attached ordinance entitled:

AN ORDINANCE APPROVING VACIN PARKWAY SUBDIVISION NO. 1 IN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

The Mayor recognized Berwyn Development Corporation Executive Director, Anthony Griffin who reviewed same. Thereafter, Avila 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.

12. The Berwyn Development Corporation submitted a communication regarding Vacin Fairway Subdivisions with an attached ordinance entitled:

AN ORDINANCE APPROVING VACIN PARKWAY SUBDIVISION NO. 2 IN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

The Mayor recognized Berwyn Development Corporation Executive Director, Anthony Griffin who reviewed same. Thereafter, Avila 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.

13. The Berwyn Development Corporation submitted a communication regarding Zoning Change for 6546 Windsor Avenue with an attached ordinance entitled:

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BERWYN FOR THE PROPERTY LOCATED AT 6546 WINDSOR AVENUE IN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

The Mayor recognized Berwyn Development Corporation Executive Director, Anthony Griffin who reviewed same. Thereafter, Boyajian made a motion, seconded by Chapman, 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.

14. The Berwyn Development Corporation submitted a communication regarding Agreement of Purchase and Sale for 6546 Windsor Avenue with an attached ordinance entitled:

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN AGREEMENT OF PURCHASE AND SALE WITH HDZ PROPERTIES, LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS

The Mayor recognized Berwyn Development Corporation Executive Director, Anthony Griffin who reviewed same. Thereafter, Boyajian made a motion, seconded by Chapman, 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. The Mayor submitted a communication regarding the appointment of Edward Brown Esq. to the Berwyn Historic Preservation Committee. Thereafter, Chapman made a motion, seconded by Boyajian, to defer the matter for two weeks. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES

April 14, 2015

16. The Mayor submitted a communication regarding the Illinois Municipal Police Association Berwyn Dispatch Chapter Contract. Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
17. The City Clerk submitted a communication regarding the approval of Closed Committee of the Whole Minutes of February 24, 2015 and March 10, 2015. Thereafter, Avila made a motion, seconded by Laureto, to concur and approve as submitted. The motion carried by a voice vote.
18. Deferred item from Alderman Polashek regarding Handicap Space Application #928 – 1935 S. Wesley was submitted. Thereafter, Polashek made a motion, seconded by Santoy, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
19. The City Attorney submitted a submitted a communication regarding Ordinance Regulating the Purchase of Catalytic Converters in the City of Berwyn with an attached ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 860, SECTION 860.04, AND ADOPTING CHAPTER 864, SECTION 864.07, CHAPTER 866, SECTION 866.06 AND CHAPTER 879A, SECTION 879A.03 OF THE CODIFIED ORDINANCES OF BERWYN REGARDING THE PURCHASE OF CATALYTIC CONVERTERS 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.

20. The Senior Traffic Engineer submitted a communication with attached Resolution regarding the adoption of the Residential Downspout Disconnection Assistance Program. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, **adopt** the resolution as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
21. Fire Chief O'Halloran submitted a communication requesting the approval to purchase two new 2016 E450 Wheeled Coach Type 111 Ambulances. The mayor recognized Chief O'Halloran who reviewed same. Thereafter, Boyajian made a motion, seconded by Polashek, to concur, approve for payment in the amount not to exceed \$291,962.00 and approved trading in the two current 2010 Ambulances to Wheeled Coach for the total trade value of \$26,000. The motion carried by a unanimous roll call vote.

BERWYN CITY COUNCIL MINUTES

April 14, 2015

22. Fire Chief O'Halloran submitted a communication requesting permission to contact the Fire and Police Commission to hire a Probationary Firefighter/Paramedic. Thereafter, Avila made a motion, seconded by Polashek, to concur and grant permission. The motion carried by a voice vote.
23. The Public Works Director submitted a communication regarding the award of 2015 Landscape Maintenance Contract – Cermak Road. Thereafter, Boyajian made a motion, second by Chapman, to concur and award to the lowest qualified bidder, McAdam Landscape, Inc., in an amount not to exceed \$16,927.90. The motion carried by a unanimous roll call vote.
24. The Public Works Director submitted a communication regarding the award of 2015 Landscape Maintenance Contract – Depot District. Thereafter, Boyajian made a motion, second by Chapman, to concur and award to the lowest qualified bidder, McAdam Landscape, Inc., in an amount not to exceed \$17,088.50. The motion carried by a unanimous roll call vote.
25. The Public Works Director submitted a communication regarding the award of 2015 Landscape Maintenance Contract – Ogden Avenue. Thereafter, Boyajian made a motion, second by Chapman, to concur and award to the lowest qualified bidder, McAdam Landscape, Inc., in an amount not to exceed \$17,925.60. The motion carried by a unanimous roll call vote.
26. The Public Works Director submitted a communication regarding the award of 2015 Landscape Maintenance Contract – Roosevelt Road. Thereafter, Boyajian made a motion, second by Chapman, to concur and award to the lowest qualified bidder, Diaz Group LLC, in an amount not to exceed \$7,700.00. The motion carried by a unanimous roll call vote.
27. The Assistant City Administrator submitted a communication regarding the award of 2015 Seasonal Planting Watering Contract. Thereafter, Boyajian made a motion, second by Chapman, to concur and award to the lowest qualified bidder, McAdam Landscape, Inc., in an amount not to exceed \$20,760.00. The motion carried by a unanimous roll call vote.
28. The Public Works Director/Novotny & Associates submitted a communication regarding the 13th Street CDBG – Pavement & Sewer Replacement HUD Activity Nos. 557, 558, 575 and 576. Public Works Director, Robert Schiller reviewed same. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and award the contract to Crowley-Sheppard Asphalt, Inc., in an amount not to exceed \$695,425.00. The motion carried by a unanimous roll call vote.
29. The consent agenda, items K-1 through K-6 were submitted:
 1. Payroll – 3/25/2015 \$1,023,691.12 and 4/8/15 \$1,137,551.36 - Approved
 2. Payables – 4/14/2015 \$1,424,677.38 - Approved
 3. Building and Local Improvements for the month of March, 2015
 4. Collection and Licensing for the month of February, 2015

BERWYN CITY COUNCIL MINUTES

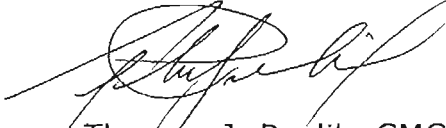
April 14, 2015

5. Sokol Tabor – Rummage & Craft Sale 4/10/15 – 4/11/15 - Approved
6. English Cicero Public Witnessing – Jehovah Witnesses 4/16/15 – 7/7/15 - Approved

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

30. 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 8:36 p.m. The motion carried by a voice vote.

Respectfully submitted,

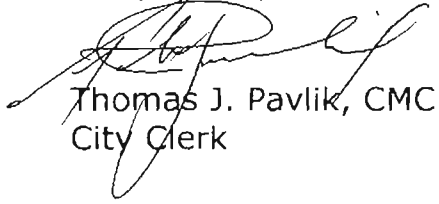


Thomas J. Pavlik, CMC
City Clerk

**MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
APRIL 14, 2015**

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, Fejt, Santoy, Polashek, Avila and Laureto. Absent: None
2. The Mayor presented a communication from the Building Director regarding a request to by-pass zoning for the raising the height of a sign in Cermak Plaza by 5 feet for Ross Dress Barn, noting the request was submitted to late for submission on tonight's City Council agenda. After review and discussion, the Mayor asked for a consensus to allow and to place the item on the next agenda for approval after the fact. Consensus, 8-0 in favor.
3. Downspout Disconnection Assistance Program Presentation: The Mayor recognized Senior Traffic Engineer Nicole Campbell who reviewed the program, item J-2 on tonight's City Council agenda. Campbell noted that this was made possible by a onetime Illinois Green Infrastructure Grant administered by the Illinois Environmental Protection Agency providing financial assistance to Berwyn Homeowners to disconnect their downspouts from the sewer system.
4. Status Report of the National Register Nomination: The Mayor recognized Nick Kalogeresis, of the Lakota Group who reviewed the Central Berwyn Bungalow National Register Historic District. Nationwide there are of 80,000 properties, in 14 district already recognized. This will recognize the Chicago Bungalow as a unique architectural structure within the defined district in Berwyn, which is from Cermak Road to 26th Street and from just east of Harlem Ave. to Ridgeland Ave. containing over 1,500 properties. The National Historic Nomination Ad-hoc Committee will be hosting a public comment community meeting on April 20, 2015 at the Berwyn Public Library at 7 p.m. for the nomination of the Central Berwyn Bungalow Historic District.
5. Mayor entertained a motion to close the Committee of the Whole for pending litigation. Thereafter, Avila made a motion, seconded by Boyajian, to close the Committee of the Whole at 7:31 p.m. The motion carried.
6. A motion was made in closed session by Avila, seconded by Boyajian, to re-open the Committee of the Whole at 7:47 p.m. Motion carried.
7. A motion was made by Santoy, seconded by Chapman, to adjourn the Committee of the Whole at 7:47 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

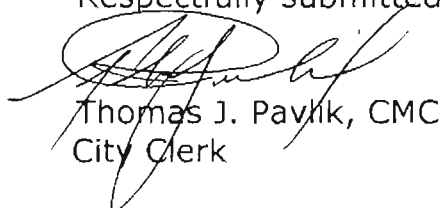
MINUTES
PUBLIC HEARING
April 14, 2015

PUBLIC HEARING

Zoning Code Proposed Amendments:
"Microbreweries"

1. The Public Hearing for the petition to amend Zoning Code was called to order at 6:45 p.m. by Mayor Lovero. City Officials and Department Heads in attendance: Aldermen Boyajian, Paul, Fejt, Santoy, Polashek, Avila, Laureto, Treasurer Kroc, City Administrator Pabst, Asst. City Administrator Summers, City Attorney Bertuca, Special Legal Counsel James Vasselli and Clerk Pavlik. Clerk Pavlik read the legal notice into record and provided an affidavit of certification of publication.
2. The Mayor recognized Kurtis Pozsgay of the Berwyn Development Corporation, the petitioners, who read the definition of microbreweries for the proposed amendments of Chapter 1240, Sec. 1240.04.
Note: Alderman Chapman present at 6:49 p.m.
The Mayor opened up the floor for public comment. Attorney Vasselli noted for the record, that no one from the public was present at 6:50 p.m., nor has signed the attendance sheet. Questions and/or comments from the City Council. Alderman Paul question if there were any limitations for use. Vasselli noted a license can be issued to an establishment for both a microbrewery and/or liquor sales. Paul questioned if there was State Licensing requirements. Vasselli answered yes and Berwyn requirements were established to follow State requirements.
3. Zoning Change for 6546 Windsor Ave., formerly Garv's Inn. Item E-4 on tonight's City Council agenda. Pozsgay noted that the proposed amendment to Chapter 1256 were to include this parcel in the C-1 District, which is from Oak Park Ave. to East Ave. and this just adds the additional parcel east of East Ave.
5. There being no further comments or discussions, the Public Hearing was adjourned at the hour of 6:00 p.m.

Respectfully submitted,


Thomas J. Pavlik, CMC
City Clerk



April 20, 2015

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

Re: Route 66 Car Show
Request to Hold Show and Close Ogden Avenue

Ladies and Gentlemen:

On behalf of the Berwyn Preservation of Historic Route 66, a committee of the Berwyn Development Corporation, we are pleased to request City Council approval to hold the 25th Annual Route 66 Car Show and to close Ogden Avenue, between Ridgeland and Oak Park Avenue, on Saturday, August 29, 2015 from 6:00 a.m. to 5:00 p.m.

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

Thank you for your assistance regarding this important project. The Route 66 Car Show will continue to grow in popularity, providing a great source of family fun for area residents and helping all of us promote the good things happening in Berwyn.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Griffin', is written over a faint, light-colored signature line.

Anthony Griffin
Executive Director

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

RESOLUTION

Whereas, the Berwyn Development Corporation's Route 66 Car Show Committee of the City of Berwyn, Illinois desires to hold their 25th Annual Route 66 Car Show on Route 34, also known as U.S. Route 66, on August 29, 2015, from 6 a.m. to 5 p.m.

Whereas, said event will require the closing of Route 34 completely between Ridgeland Avenue and Oak Park Avenue, and

Whereas, The State of Illinois requires the City of Berwyn to assume all responsibility and liability involved in the closing of said highway.

Now, Therefore, Be It Resolved that the City of Berwyn will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of said State route.

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

Adopted by the City Council of Berwyn this _____ day of _____, 2015

Mayor _____

Attest _____ City Clerk

F-1

CITY OF BERWYN

CITY COUNCIL MEETING 28-Apr-15

Deferred Communication

Agenda Item #15 is a Deferred Communication from C C Meeting dated 04/14/15

From: Mayor Lovero

Re: Appointment of Edward Brown Esq.
to the Berwyn Historic Preservation Committee



ITEM NO. 15
DATE APR 14 2015
Robert J. Lovero
DISPOSITION Mayor
Deferred
2 Weeks

A Century of Progress with Pride

Date: April 14, 2015

To: Members of City Council

Re: Appointment of Edward Brown to the Berwyn Historic Preservation Committee

With two openings on the Berwyn Historic Preservation Committee, I have tapped the skills of Mr. Edward Brown as a well-qualified replacement. As evidenced by the attached resume, Mr. Brown has an extensive background in real estate and law.

I ask that you concur with my recommendation to appoint Mr. Edward Brown to the Berwyn Historic Preservation Committee.

Respectfully,

Robert J. Lovero
Mayor

Photo - 4/19/2013



EDWARD G. BROWN, ESQUIRE

Office Address: _____ Personal Data: _____

Berwyn, Illinois 60402

HISTORY OF PRACTICE:

Hostile Takeover Defense, Medical Professional Defense, Trusts & Estates, Real Estate transactions, Personal Injury, Financial Institutions, Criminal Defense, Transactions and Workers Compensation.

EDUCATIONAL BACKGROUND:

1979 Juris Doctorate from Northern Illinois University
1978 Certification: International Law from Athens University, Athens, Greece/Temple Univ.
1974 Bachelor of Arts Degree - Double Major in Political Science and History from Illinois Benedictine College, Lisle, Illinois

RESEARCH: 1979 Research of international protection of human rights behind the iron curtain in U.S.S.R, Poland, Czechoslovakia, Romania, Bulgaria, East Germany, Hungary and Yugoslavia.

PROFESSIONAL EXPERIENCE:

1980 to Present: **Private Legal Practice:** Trial, Transactions, Trusts & Estates, Real Estate, Financial Institutions, Criminal representation, Real Estate transactions and Corporations

Trial Experience: Jury, Bench, Administrative Hearings and Arbitrations

Areas of Concentration: Trusts & Estates, Real Estate transactions, Personal Injury

PROFESSIONAL LICENSING: Admitted to Illinois and Federal Bar and to Practice before the:

- United States Supreme Court
- United States Court of Appeals, 7th Circuit

PROFESSIONAL MEMBERSHIP: Chicago Bar Association

ACTIVITIES AND OTHER INTERESTS:

Singer, Dancer, Actor, Traveler to 59 Countries on 6 continents;
Most recent trip: 2nd trip to New Zealand and Australia - 2012

PROFESSIONAL REFERENCES*:

PHILIP M. TATAROWICZ; Professor, distinguished visitor from Practice at Georgetown University Law Center/ C.P.A./Attorney, of counsel with Morrison & Foerster L.L.P., Washington, D.C., former Partner, National Tax Department at Ernst & Young, L.L.P.

NICK J. BAVARO; President, Retired (28 years at helm) Northwest Community Credit Union

JOSEPH BERRIOS; Cook County Assessor

*Addresses and Telephone numbers are available upon request

F-2

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

Date: April 28, 2015

To: Members of City Council

Re: Appointment to the Berwyn Historic Preservation Committee

With an opening on the Berwyn Historic Preservation Committee, I have tapped the skills of Ms. Alicia Ruiz as a well-qualified replacement. As evidenced by the attached resumes, Ms. Ruiz has an extensive background in real estate.

I ask that you concur with my recommendation to appoint Ms. Alicia Ruiz to the Berwyn Historic Preservation Committee for a three year term expiring on April 28, 2018.

Respectfully,

Robert J. Lovero
Mayor

Alicia M. Ruiz

Berwyn, IL 60402

PROFESSIONAL SUMMARY: Over twenty years experience of leadership in administration, organizational and project management in corporate, private and non-for-profit sector.

REMAX PARTNERS, Berwyn, IL
Realtor

2005 - CURRENT

- Provide consulting and project management service to real estate buyers, sellers and investors.
- Instrumental in identify funding programs for individual clients by building and maintaining teams that include Loan Officers, funding institutions, and Non-for Profit organizations.
- Conduct research and analyze market demographics to strategize pricing for purchases and sales of properties for clients.
- Review, negotiate and manage sales contracts and all paperwork leading up to and ensuring closing of properties.
- Counsel sellers on organizing, home staging, designing and implementing marketing plan, monitor showings and prospect feedback, negotiate sales contracts and monitor process leading up to closing.
- Design and implement marketing plan to obtain maximum public exposure and increase sale profit margin.
- Manage budgets including annual projections, monitor expenditures and invoices.
- Provide leadership by developing and buliding teams that include but not limited to inspectors, appraisers, attorneys and loan officers to ensure well rounded and balanced client satisfaction.
- Trouble-shoot and problem-solve unforeseen issues as they arise.

NEW LIFE CENTERS OF CHICAGOLAND, Chicago, Illinois
Director, Program Development

2005 – 2006

- Responsible for the coordination, planning, and implementation of community programs.
- Functioned as community liaison and assisted CEO in operational and program planning.
- Facilitated educational workshops and served as a mentor to program participants.
- Managed grant funded programs by developing and implementing operational and program procedures, space, and progam budget.
- Supervised and managed employee and volunteer staff, coordinated schedules, screened and hired employees, managed payroll.
- Developed and implemented marketing material and collaborations with participating organizations for individual programs.
- Served as community liaison by outreaching to local churches, schools and non-for-profit organizations to initiate collaboration of programs.
- Co-facilitated character building, job readiness and nutritional workshops.

RUSH UNIVERSITY MEDICAL CENTER, Chicago Illinois

1994 - 2004

Director, Special Projects for Research

- Responsible for managing research projects
- Planning and coordinating both large and small events for
- Developed research webpages and databases.
- Coordinated the Rush Research Forum annually; a three-day program of lectures, workshops and abstract presentations.
- Produced pamphlets, brochures and booklets.
- Promoted the forum by utilizing media relations to forward mass announcements.
- Coordinated guest speakers and awards ceremony and reception.
- Managed the University Committee on Research internal grant funding process by promoting and soliciting Rush principal investigators to apply for grant funding.
- Monitored grant submissions, reviews and approvals.
- Initiated the set-up of all grant awards and monitored budgets to prevent deficit expenditures.
- Along with Information Service (IS) co-developed and implemented several research webpages and databases which increased production efficiency, 24/7 accessibility and decreased staffing and supplies.
- Managed research cost center budgets of \$1.5M.
- Oversaw the planning and coordinating for the Office of Associate Vice-President for Research faculty and staff special events, holiday parties, employee recognition, and department meetings.

EDUCATION

BA, Urban Planning and Public Affairs, University of Illinois at Chicago, May 2013

AA in Business Administration, Benedictine University, May 2007

Illinois Real Estate License, June 2002

F-3

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

Date: April 28, 2015

To: Members of City Council

Re: **Reappointment to the Library Board**

Recently, one of the library board positions filled by Cynthia Hayes has expired. I will be reappointing Ms. Hayes with her new term expiring on April 28, 2018.

I ask that you concur with my recommendation to reappoint Ms. Cynthia Hayes to the Library Board.

Respectfully,

Robert J. Lovero
Mayor

F-4

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

April 28, 2015

Members of City Council

Re: Berwyn Police Pension Fund Board Reappointment

Council Members:

Joseph Kroc currently serves on the Berwyn Police Pension Fund Board. His term ends, May 28, 2015, and I am seeking to reappoint Joseph Kroc for a new two year term expiring May 28, 2017. Please concur in my recommendation and approve his reappointment.

Respectfully,

Robert J. Lovero
Mayor

F-5

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

April 28, 2015

Members of City Council

Re: Berwyn Fire Pension Fund Board Reappointment

Council Members:

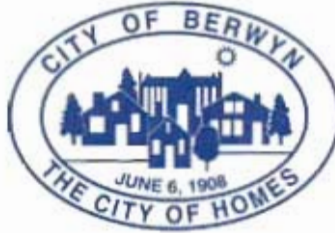
Denis O'Halloran currently serves on the Berwyn Fire Pension Fund Board. His term ends, April 30, 2015, and I am seeking to reappoint Denis O'Halloran for a new three year term expiring April 30, 2018. Please concur in my recommendation and approve his reappointment.

Respectfully,

Robert J. Lovero
Mayor

F-6

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

Date: April 28, 2015

To: Members of City Council

Re: Reappointments to the Community Relations Commission

Currently, there are four openings on the Community Relations Commission. I will be filling two of these openings by reappointing both Susan Greenberg and Joseph Schejbal with their new terms expiring on April 28, 2018. Over the next few council meetings, I intend to fill the remaining two positions.

I ask that you concur with my recommendation to reappoint Ms. Susan Greenberg and Mr. Joseph Schejbal to the Community Relations Commission.

Respectfully,

Robert J. Lovero
Mayor

G-1
The City of Berwyn



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

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

April 24, 2015

To: Mayor and Berwyn City Council Members

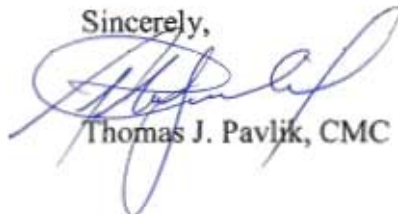
From: Tom Pavlik, City Clerk

Re: Updating and Codification of Ordinances

Ladies and Gentlemen:

Attached is 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", to include Ordinance 15-05, 15-08, 15-10 and 15-11. I respectfully request your concurrence on adopting the attached ordinance.

Sincerely,



Thomas J. Pavlik, CMC

ORDINANCE NO. _____

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.

WHEREAS, American Legal Publishing Corporation completed its most recent updating of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances (December 31, 2014) have been included in the Codified Ordinances of the City;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERWYN, ILLINOIS:

SECTION 1. The editing, arrangement and numbering or renumbering of the following ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
15-05	2-10-2015	232.03
15-08	3-10-2015	Adopting Ordinance
15-10	3-24-2015	484.05
15-11	3-24-2015	484.04

SECTION 2. Pursuant to State law, three copies of the 2015 S-20 Supplement Pages for the Codified Ordinances have been filed for a period of thirty days prior to the adoption of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its adoption, approval, recording and publication as required by law.

Berwyn - Adopting Ordinance

PASSED AND APPROVED this ____ day of _____, 2015.

AYES _____

NAYS _____

BY: _____
Mayor

ATTEST:

City Clerk

Published this ____ day of _____, 2015, in the City, Berwyn, Illinois.

City Clerk

I-1

Mayor
Robert J. Lovero



7th Ward
Rafael Avila

A CENTURY OF PROGRESS WITH PRIDE

6700 W 26th Street • Berwyn, IL 60402 • Ph: (312) 287-5421 • Fax: (708) 749-6417 • Berwyn-IL.gov

April 16, 2015

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

RE: Jefferson School Cancer Walk to Raise Awareness


Dear Mayor and Council Members:

Please be advised that Jefferson School has scheduled their annual "Cancer Walk to Raise Awareness" for Wednesday May 13th. The walk will begin at 5:00 pm and will end around 6:00pm. It will be followed by the school's annual Wellness Night activities until 7:30pm.

Please allow the Police and Fireman Personnel to assist with the walk as they have done in the pass. The walk route is attached for your review. This is a great community event that had over 300 people take part in it last year.

I appreciate your time and consideration regarding the approval to allow Jefferson School to hold their "Cancer Walk to Raise Awareness" on Wednesday May 13th.

Sincerely,


Rafael Avila
Alderman 7th Ward

Wellness Night 2015

Wednesday May 13, 2015

Walk : 5:00-5:30

Wellness Night:5:30-7:30

NBPD (North Berwyn Park District)

- Stage (8 x16)
- Sound System with microphone
- Coolers
- Water Donation (500?)
- Ice
- Station Games for kids (3-4)
 - Baseball
 - Soccer
 - ?

Police Department:

- Route:
 - Start in front of school 16th street
 - Go to Wisconsin and go right
 - Wisconsin to 15th
 - 15th to Maple
 - Maple to 14th
 - 14th to Kenilworth
 - Kenilworth to 15th
 - 15th to Wenoah
 - Wenoah back to Jefferson
- McGruff
- Canine Dog Show (30 min)

Fire Department:

- Truck and dress up



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6405 Fax: (708) 788-2675
www.berwyn-il.gov
5thward@berwyn-il.gov

April 23, 2015

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

Re: BLT Committee Meeting Report

Ladies and Gentlemen:

The Business License and Taxation Committee met on March 23, 2015 with the following attendees:

- Ald. Cesar Santoy, Chairperson
- Ald. Nora Laureto, Committee Member
- Ald. Robert Fejt, Committee Member
- Evan K Summers, Assistant City Administrator

Meeting start time: 6:00 pm

Motion to deny proposed referral item by a 3-0 vote with the following background information: Referral item #9; Recommendation to Provide Free Vehicle Sticker to Active Duty Military and Reservists as well as Honorably Discharged Member of the United States Armed Forces and Reserves. The City of Berwyn firmly believes in honoring veterans of the United States Military. As such, the City of Berwyn offers free vehicle stickers to all career, retired veterans as evidenced by having veteran plates or a DD Form 214. The referral item, however, failed to provide substantiated estimate as to the financial impacts of expanding the program beyond its current parameters. The Business, Licensing and Taxation Committee examined conservative preliminary estimates provided by staff that put the cost of the program at over \$115,000.

Given that the cost of this program would have a substantial adverse impact on the FY15 Budget, the Committee can not endorse the proposal as presented. The Committee, however, supports and recommends that the proposer of the referral item consider approaching the Budget Committee to determine if an expansion is warranted for future budget years. Meeting end time: 6:36 pm

This report is submitted as informational.

Sincerely,

Cesar A. Santoy
5th Ward Alderman

J-1
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

April 28, 2015

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

Re: LaQuinta De Los Reyes Restaurant

Dear Mr. Pavlik:

Please put this item on the April 28, 2015 agenda for informational purposes only.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

CITY OF BERWYN
ROBERT J. LOVERO
LIQUOR CONTROL COMMISSIONER

IN RE MATTER OF)
Licensee:)
LaQuinta De Los Reyes, Inc.)
Attn: Minerva Sanchez)
743 Dunham Lane)
Bolingbrook, IL 60440)
 Licensee) **Case No.** **15-L-02**
LOCATION:)
LaQuinta De Los Reyes Restaurant)
6431 W. Cermak Rd.)
Berwyn, IL 60402)
Miriam Baradas, Manager)

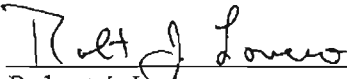
AGREED ORDER

A Hearing for the above listed Licensee was scheduled on April 9, 2015 at 10:30 a.m. before the City of Berwyn Liquor Commissioner, Robert J. Lovero.

A pre-hearing conference was held at 9:00 a.m. on the same date, the following agreement was reached:

- * For a period of Thirty (30) Days from April 9, 2015 through May 12, 2015, the second floor of the restaurant will NOT be able to serve alcohol or have entertainment;
- * For previously booked private parties on May 3, 2015; May 9, 2015; and May 10, 2015 and the Cinco de Mayo party on May 5, 2015, the second floor will be open;
- * During all other days during the "Suspension Period" the second floor may be used as a waiting or seating area for the restaurant overflow but NO alcohol is to be served or consumed;
- * The Restaurant's main floor may operate with usual food service with alcohol and may have entertainment – such as mariachi bands – NO DJ's;
- * Also, there shall be a fine assessed of Twenty Five Hundred & 00/100 dollars (\$2,500) payable on May 12, 2015.

Dated: April 9, 2015

Enter: 
Robert J. Lovero
Liquor Commissioner

**THE FAILURE OF THE LICENSEE TO COMPLY WITH THIS MAY SUBJECT
THE LICENSEE TO FURTHER PROCEEDINGS AND PENALTIES.**

J-2
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

April 28, 2015

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

Re: 2013 WC 28133

Dear Mr. Pavlik:

Please put this item on the April 28, 2015 agenda authorizing the settlement of the above referenced matter for the total of \$40,561.90, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

J-3

The City of Berwyn



Evan K. Summers
Assistant City Administrator

A Century of Progress with Pride

Date: April 28, 2015

To: Mayor Robert J. Lovero
Members of City Council

Re: Medical Billing Contract with Paramedic Billing Services

After an extensive Request for Qualifications (RFQ) process, City Council authorized staff to enter into contract negotiations with Paramedic Billing Services (PBS) at the February 10th City Council meeting. Since that time, the Fire Chief, City Administrator's Office and Del Galdo Law Group have worked with PBS to develop the attached contract for the collection of fire, medical and hazmat related fees. Highlights of the contract include:

- 3-year initial term
- No fees for first 90 days
- 4.75% fee for revenue collected thereafter

Upon execution of the contract, PBS and the City will institute a transition plan which should allow for PBS to take over medical billing for the Fire Department by June 1st, 2015.

Recommendation:

Staff recommends that City Council authorize the corporate authorities to execute the attached contract for medical billing services with Paramedic Billing Services.

Respectfully submitted,

Evan K. Summers
Assistant City Administrator



**PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR
CITY OF BERWYN**

Submitted By:

Firm Name: PARAMEDIC BILLING SERVICES, INC.
Address: 395 W. Lake Street, Elmhurst, Illinois 60126
Telephone: (630) 530-2991
Fax Number: (630) 530-5099
Contact: Michelle Padula, Director

2015

SCOPE OF REQUIRED SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill patients of the CITY OF BERWYN for ambulance and medical services provided by the CITY, and to collect funds directly from patients or insurance providers for these services. PARAMEDIC BILLING SERVICES, INC. will be using information for billing processes from the official ambulance reports submitted by the CITY.

**BILLING AGREEMENT
FOR
CITY OF BERWYN**

This AGREEMENT is by and between the CITY OF BERWYN (hereinafter referred to as "CITY"), located at 6700 West 26th St., Berwyn, IL 60402, and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS"), located at 395 W. Lake Street, Elmhurst, IL 60126.

WHEREAS, CITY provides fire, ambulance and attendant care services [hereinafter "Services]" for the residents of the surrounding community;

WHEREAS, PBS is in the business of billing for fire, ambulance and attendant care services; and

WHEREAS, CITY and PBS desire that PBS handle all of the billing functions for Services provided by CITY; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by both CITY AND PBS, the parties agree as follows:

1. Procedures. PBS shall prepare all bills and claim forms for Services provided by CITY. Billing procedures shall be in accordance with the procedures set forth in Appendix A attached hereto. PBS shall send bills to insurance companies, third party payers and to patients, as appropriate.
2. Lockbox Account. PBS shall maintain all funds collected for CITY in an account at a bank designated by CITY and in the name of the CITY. CITY shall be responsible for all fees and costs related to the account. CITY shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.
3. Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide CITY with an accounting of all sums collected during the previous month, indicating the name of the patient, the date of service, the amount billed and the amount collected. PBS shall comply with any reasonable request by CITY for additional information which may be required to verify the accuracy of the accounting. Upon request, PBS shall provide CITY with any and all additional and reasonable information which may be required to verify the accuracy of the accounting.
4. Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for CITY. PBS shall waive all fees and costs for the computer software and programming required to connect CITY's EMS software to PBS' billing system.

5. Guidelines. CITY shall provide to PBS guidelines for sending the bills and claims, including but not limited to, the rates to be charged. CITY shall provide to PBS or authorize PBS to receive all information needed to bill patients transported.
6. Fees. CITY shall pay PBS a fee of 4.75% [four and three quarters per cent] of all payments collected based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to CITY. PBS agrees to waive this fee for Services provided to CITY during the first ninety days following execution of this Agreement. CITY agrees to provide PBS with notice and documentation of any payments directly received by it within ten [10] days of receipt of said payment. PBS shall issue invoices on or before the 15th [fifteenth] day of each month for the preceding month. CITY agrees to pay each invoice within forty-five [45] days.
7. Billing in Name of CITY. All the billing for ambulance services shall be in the name of the CITY OF BERWYN and on its behalf including all claims for reimbursement or indemnification from third party payers.
8. Term. This Agreement shall commence as of the date executed below and shall continue for a three year period (hereinafter referred to as the "Initial Term") unless sooner terminated pursuant to this agreement. This Agreement shall automatically renew for month-to-month pursuant to the same terms and conditions set forth herein unless sooner terminated by the Parties.
9. Termination for cause. Either party shall have the right to terminate this Agreement immediately upon the filing of a petition of involuntary bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate State, Federal or Local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either party from performing the services required under this Agreement.
10. Termination without cause. Termination of this Agreement by either party for any reason will be effective with sixty (60) days prior written notice. The parties agree that the termination will only apply to the receipt of new accounts from CITY. PBS will continue its efforts in collecting patient accounts already in its possession. PBS will also continue its efforts in collecting patient accounts already placed with any external agency unless requested otherwise by the CITY.
11. Records. All medical records relating to the ambulance services rendered by the ambulance crew, claims, run reports, etc. shall be and remain the sole property of CITY. PBS shall comply with all applicable laws and regulations relating to patient confidentiality, and shall not use or further disclose confidential information other than as permitted or required by this Agreement or as required by law.
12. Confidentiality. PBS shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement. PBS may use and disclose confidential information for the proper management and administration of its

business, as provided by law, and may provide data aggregation services relating to the ambulance services of CITY.

13. Parties as Independent Contractors. The relationship between the parties established by this Agreement is that of independent contractors and business associates as defined by the Business Associates Agreement attached as **Appendix B**.
14. Entire Agreement. This Agreement is the entire agreement between the parties hereto, there being no prior written or oral promises or representations not incorporated herein. No amendments or modifications of the terms of this Agreement shall be binding upon either party unless in writing and signed by both parties. Appendix A and Appendix B are attached hereto and, by this reference, made a part of this Agreement.
15. Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either party without the prior written consent of the other party.
16. Non-Waiver. Either party may delay or forgo enforcing any of its rights or remedies under this agreement without losing or waiving them.
17. Severability. If any part of this Agreement shall be held to be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.
18. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable Federal and State Laws and Regulations. The parties hereby agree that all actions or proceedings arising in connection with this agreement shall be tried or litigated exclusively in the state courts located in Illinois, or in the federal district court located at Illinois Northern District Court to the extent permitted by law and a party elects to file an action in federal court. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation regarding venue between the parties with respect to, or arising out of, this Agreement. Each party expressly waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine, or to otherwise object to the venue with respect to any proceeding brought in accordance with this Section.
19. Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and Local Statutes, Rules and Regulations.

20. No Third-Party Beneficiaries. It is the explicit intent of the parties hereto that no person or entity other than the parties hereto, except assignees as contemplated in paragraph 15, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto.

21. Notices. All notices that are required hereunder, of which either CITY or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the parties at the following address, (or at such other or further addresses as the parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one day after deposit with a recognized overnight carrier. If either party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:

If to CITY:

CITY OF BERWYN
Brian Pabst, City Administrator
6700 West 26th Street
Berwyn, IL 60402

With a copy to:

Del Galdo Law Group
Attn: James Vasselli
1441 Harlem Avenue
Berwyn, IL 60402

If to PBS:

David B. Hill, III, President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

With a copy to:

Michelle Padula, Director
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

22. Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable law for reproduction of medical records upon request of persons authorized to receive them. PBS, Inc. shall charge CITY a court appearance fee of

\$100.00 for each instance that a PBS employee is required to appear in court or at a deposition in any action related to the collection of a fee for CITY.

- 23. Signature. It is the responsibility of CITY to obtain the signature of the patient or verification that it could not be obtained for the HIPAA privacy notice, for consent to release records as necessary for payment and for assignment of benefits forms. For purposes of providing its services under this Agreement, PBS shall assume that where necessary, consent has been obtained.
- 24. Contract Interpretation. Each party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any party.
- 25. Solicitation. PBS agrees that during the Term of this Agreement, PBS and its affiliated companies, specifically Metro Paramedic Services, Inc. and Superior Air-Ground Ambulance Service, Inc. shall not solicit the City of Berwyn, including elected officials and City employees, regarding privatization of City firefighters and/or paramedics.
- 26. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 27. Authority. PBS and CITY represent that this Agreement is executed pursuant to resolution of the necessary corporate authorities of their respective organizations.

IN WITNESS WHEREOF, the parties have hereunto set their seal this ____ day of _____, _____

CITY OF BERWYN

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Its: _____

Its: _____

APPENDIX A

Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PARAMEDIC BILLING SERVICES, INC. shall provide paper billing on behalf of CITY.
2. PARAMEDIC BILLING SERVICES, INC. will bill any and all appropriate commercial or third party payers as agreed to by CITY.
3. PARAMEDIC BILLING SERVICES, INC. will invoice all patients and all supplemental private payers as agreed to by CITY and as required by the Federal Medicare Program.
4. PBS shall issue invoices on a billing form specific for CITY.
5. PARAMEDIC BILLING SERVICES, INC. shall bill for CITY's services in accordance with those rates determined by the CITY. CITY shall provide PBS with current rates, and shall provide PBS with written notice of any change in rates thirty days before such rate change is to be implemented.
6. Invoicing/collection activities will be conducted on the following schedule:
 - a. Immediate first steps:
 1. First phone call verifies relevant insurance information.
 2. Public Aid reimbursement verified.
 3. Internet service verified for third party insurance.
 - b. Invoicing for patients with no insurance identified:
 - i. First invoice mailed within five business days after receipt of case source data.
 - ii. Second invoice mailed 30 days after first invoice
 - iii. First courtesy call 10 days after second invoice.
 - iv. Third invoice mailed 30 days after second invoice.
 - v. Follow up call 10 days after third invoice.
 - vi. Collection letter 30 days after third invoice.
 - vii. Follow up call 5 days after collection letter.
 - c. Invoicing for patients with insurance identified:
 1. Claim submitted to insurance carrier within five business days after receipt of case source data.
 2. If no payment is received within 45 days from claim submission, an invoice will be sent to patient with message stating that there has been

no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.

3. If patient is a resident, the claim will continue to follow the procedures listed above in "Invoicing for patients with no insurance identified." If there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.

4. If patient is a non-resident, the claim will continue to follow the procedures listed above in "Invoicing for patients with no insurance identified." If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.

d. The above steps may be varied by PBS at its sole discretion for business or operational reasons.

e. If an insurance payment is received on behalf of the patient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment, and follow up in accordance with the schedule set forth in (6)b above.

7. PBS shall not refer delinquent accounts for external collection activity or initiate any legal action on any CITY account without the express authorization of the Chief or his designee.
8. Paramedic Billing Services, Inc. accepts checks, Mastercard and Visa and will set up payment plans where appropriate.
9. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the responsibility of CITY to notify PBS of any payments received at CITY within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.
10. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing all of the transports billed from the previous month. It is the responsibility of CITY to verify these reports and provide PBS with any missing data.
11. PBS shall be responsible for charging the agreed upon billing rates. CITY reserves the right to audit billing rates charged by PBS in order to verify that the rates charged by PBS are the correct rates. Additionally, should CITY decide to change the billing rates for the services it provides, CITY shall notify PBS, in writing, of said rate change and thereafter complete any necessary follow-up with PBS to ensure that the changed rate is being applied by PBS.

12 PBS reserves the right to change the procedures listed in Paragraph 6 of this Appendix as deemed necessary for operational improvement and/or efficiency. It shall be the responsibility to immediately notify CITY of any changes to procedures. CITY reserves the right to approve or deny and modifications.

IN WITNESS WHEREOF, the parties have hereunto set their seal this ____ day of _____, _____.

CITY OF BERWYN

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Its: _____

Its: _____

**APPENDIX B
BUSINESS ASSOCIATES AGREEMENT BETWEEN
CITY OF BERWYN
AND
PARAMEDIC BILLING SERVICES, INC.**

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between Paramedic Billing Services, Inc. (hereinafter, the "Business Associate") and the CITY OF BERWYN (hereinafter, the "Covered Entity").

RECITALS:

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (together with the rules and regulations promulgated thereunder, "HIPAA");

WHEREAS, Covered Entity has retained Business Associate to perform certain functions, activities, or services for, or on the behalf of, Covered Entity which involve access to or the creation of "Protected Health Information" (also referred to herein as "PHI"), as such term is defined under HIPAA;

WHEREAS, the Health Information and Technology for Economic and Clinical Health Act ("HITECH"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), amended provisions of HIPAA to widen the scope of the privacy and security protections available under HIPAA;

WHEREAS, HIPAA prohibits Covered Entity from disclosing PHI to Business Associate and Business Associate from using any PHI of Covered Entity without a contract providing for the protection of such PHI;

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

**ARTICLE I
DEFINITIONS**

1.1. Incorporation of HIPAA Definitions. The following terms used in this Agreement shall have the same meaning ascribed to such terms under HIPAA: (i) "Breach," (ii) "Data Aggregation," (iii) "Designated Record Set," (iv) "Disclosure," (v) "Health Care Operations," (vi) "Individual," (vii) "Minimum Necessary," (viii) "Notice of Privacy Practices," (ix) "Protected Health Information," (x) "Required by Law," (xi) "Secretary," (xii) "Security Incident," (xiii) "Subcontractor," (xiv) "Unsecured Protected Health Information," and (xv) "Use".

1.2. Business Associate. As used herein, "Business Associate" shall generally have the same meaning of the term "business associate" as set forth at 45 C.F.R. §160.103, and in reference to the party to this agreement shall mean PARAMEDIC BILLING SERVICES, INC..

1.3. Covered Entity. As used herein, "Covered Entity" shall generally have the same meaning of the term "business associate" as set forth at 45 C.F.R. §160.103, and in reference to the party to this agreement shall mean CITY OF BERWYN.

1.4. HIPAA Rules. As used herein, "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 C.F.R. Part 160 and Part 164.

1.5. Services. As used herein, "Services" shall mean the services provided by Business Associate pursuant to that certain agreement, dated as of execution of this agreement, by and between Covered Entity and Business Associate (the "Underlying Agreement"). Notwithstanding the foregoing, in the event there is no Underlying Agreement in place between the parties, "Services" shall mean any and all services provided by Business Associate to Covered Entity.

ARTICLE II OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. Obligations of Business Associate. Business Associate hereby agrees to:

(a) Not to use or disclose PHI other than as permitted or required by this Agreement, or as may be required by law.

(b) Use appropriate safeguards, and to comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI, other than as expressly provided for in this Agreement.

(c) Report to Covered Entity any use or disclosure of PHI in a manner not otherwise contemplated by this Agreement or by law of which Business Associate becomes aware, including breaches of Unsecured Protected Health Information as required pursuant to 45 C.F.R. 164.410, and any security incident of which it becomes aware. Business Associate agrees to provide an initial report by telephone to Covered Entity within forty-eight (48) hours from the time Business Associate becomes aware of the non-permitted use or disclosure of any PHI, followed by a written report to Covered Entity no later than five (5) calendar days from the date Business Associate first became aware of such non-permitted use or disclosure. Business Associate further agrees to handle any required breach notifications that result from a non-permitted use or disclosure of PHI by Business Associate, including notifications to affected individuals, the HHS Office for Civil Rights, the national or local news media; provided, however, that Business Associate shall not make any such notifications without the prior written consent or direction of Covered Entity, unless otherwise required by law. Business Associate is deemed to have become aware of the Breach as of the first day on which such Breach is known or with the exercise of reasonable diligence would have been known to any person other than the person committing the Breach who is an employee, officer, or other agent of the Business Associate. The notice must include the identification of the Individuals whose Unsecured PHI was the subject of the Breach; a brief description of what happened; the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the

Breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or types of information that were involved); any steps the Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, mitigate losses, and protect against further Breaches; and contact procedures for Individuals to ask questions or learn additional information, which must include a toll free telephone number, email address, website, or postal address.

(d) In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate in relation to the Underlying Agreement agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI. Business Associate shall further require that any subcontractor that creates, receives, maintains or transmits PHI shall comply with Subpart C of 45 C.F.R. Part 164.

(e) To the extent Business Associate maintains the Designated Record Set, make available to Covered Entity PHI in a designated record as may be necessary for Covered Entity to comply with its obligations under 45 C.F.R. §164.524. In the event that Business Associate receives a request from an individual seeking access to PHI in a designated record set, Business Associate agrees to forward such request to Covered Entity within two (2) business days in order to allow Covered Entity to process such request.

(f) To the extent Business Associate maintains the Designated Record Set, make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526, and to take any and all other measures as may be required to satisfy Covered Entity's obligations under 45 C.F.R. §164.526. In the event that Business Associate receives a request from an individual seeking an amendment to PHI in a designated record set, Business Associate agrees to forward such request to Covered Entity within two (2) business days in order to allow Covered Entity to process such request. Business Associate further agrees to incorporate any amendments to the information in a designated record set within two (2) business days.

(g) Maintain and make available the information required to provide an accounting of disclosures of PHI to the Covered Entity within two (2) business days, and to take any and all other actions as may be necessary for Covered Entity to comply with its obligations under 45 C.F.R. §164.528, regardless of whether Business Associate received the request for an accounting of disclosures directly from an individual or from Covered Entity. For each disclosure that requires an accounting, Business Associate shall track such disclosure in the manner as prescribed by the Privacy Regulations, and shall securely maintain such information for six (6) years from the date of the disclosure.

(h) To the extent Business Associate maintains the Designated Record Set, and is to carry out one or more of Covered Entity's obligations set forth in Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E to the same extent as if were Covered Entity.

(i) Make its internal practices, books, and records available to the Secretary for the purposes of determining Business Associate's compliance with HIPAA.

2.2. Initial Effective Date. The obligations created under this Agreement shall become effective immediately upon the execution of this Agreement or the Underlying Agreement, whichever was earlier in time.

2.3. Permitted Uses and Disclosures. Business Associate may only:

(a) Use and disclose PHI to the extent necessary to perform Services for, or on behalf of, Covered Entity, or as may otherwise be expressly permitted by law.

(b) Use PHI to create aggregated or de-identified information, provided that Business Associate strictly complies with the requirements for such information set forth in the Privacy Regulations.

(c) Use or disclosure PHI (including aggregated or de-identified information) as otherwise directed by Covered Entity consistent with Covered Entity's minimum necessary policies and procedures, provided that Covered Entity shall not request Business Associate to use or disclosure PHI in a manner that would not be permissible if done by Covered Entity.

(d) Use or disclose PHI as required by law.

(e) Business Associate shall not use PHI for any other purpose

(f) except as otherwise limited by this Agreement, Business Associate may disclose PHI (i) for the proper management and administration of Business Associate or (ii) to carry out any legal obligation or responsibility of Business Association under this Agreement, provided that for (i) and (ii) any use or disclosure described herein would not violate HIPAA if carried out by Covered Entity; the disclosure is required by HIPAA, the disclosure would not otherwise violate applicable state laws relating to the protection of patient privacy, or Business Associate obtains reasonable written assurances from the person to whom the disclosure is to be made that such person will hold the information in confidence and will not use or further disclosure such information except as may be required by law or for the purpose(s) for which it was originally disclosed by Business Associate to such person, and provided further that such person agrees to notify Business Associate of any non-permitted use or disclosure of such information.

2.4. Adequate Safeguards. Business Associate represents and warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than as permitted by this Agreement.

2.5. Mitigation. Business Associate agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to Business Associate as the result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.6 Use PHI As Permitted by Authorizations. Notwithstanding any other limitation in Section 2, Business Associate agrees that nothing in this Agreement prohibits Business Associate from using or disclosing PHI to the extent permitted by an authorization from the appropriate Individual.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1. Privacy Notice. Covered Entity shall notify Business Associate of any limitations on the use or disclosure of PHI set forth in Covered Entity's notice of privacy practices to the extent such limitation may impact Business Associate's use or disclosure of PHI.

3.2 Permissions. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.3 Restriction of Disclosure. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

ARTICLE IV TERM AND TERMINATION

4.1. Term. Subject to the provisions of Sections 4.2 and 4.3 below, the term of this Agreement shall be the term of the Underlying Agreement.

4.2. Termination for Cause. Upon one party's knowledge of a material breach by the other party of any obligation under this Agreement, the non-violating party may:

(a) notify the violating party of such breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if violating party fails to cure the breach or end the violation within such time period to the satisfaction of the non-violating party, the non-violating party shall have the right to immediately termination this Agreement and the Underlying Agreement upon written notice to the violating party;

(b) upon written notice to the violating party, immediately terminate this Agreement and the Underlying Agreement if the non-violating party determines, in its sole and absolute discretion, that such breach cannot be cured; or

(c) report the breach or violation to the Secretary, if the non-violating party reasonably determines that neither termination nor cure is feasible.

4.3. Termination for Breach of Section 5.3. Either party may terminate this Agreement and the Underlying Agreement upon thirty (30) days written notice in the event that: (i) either party does not promptly enter into negotiations to amend this Agreement when requested pursuant to Section 5.3 of this Agreement or (ii) a party does not enter into an amendment to

this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole and absolute discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4. Disposition of Health Information upon Termination or Expiration. Upon the termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate and its agents and contractors. In such event, Business Associate shall retain no copies of such PHI. Notwithstanding the foregoing, in the even that Business Associate determines that neither the return nor the destruction of PHI is feasible, Business Associate shall notify Covered Entity of the conditions that make such return or destruction infeasible, and may thereafter retain such PHI provided that Business Associate: (i) continues to comply with the provision of this Agreement for so long as it retains such PHI in its possession and (ii) further limits the use and disclosure of such PHI to those purpose that make the return or destruction of such PHI infeasible. Notwithstanding any other limitation in this section, Business Associate agrees that it is not necessary to return or destroy PHI received from, or created or received by Business Associate on behalf of Covered Entity, if patient authorizations permitting such retention have been executed. Notwithstanding any other limitations in this section, Business Associate shall retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

4.5. Survival. Upon termination of the Underlying Agreement and for as long as Business Associate retains PHI, the protections of this Agreement will remain in force and Business Associate shall make no further use or disclosure of PHI except as required by law or for those purposes which made the return or destruction infeasible, including the proper management and administration of Business Associate's business and carrying out Business Associate's legal responsibilities.

ARTICLE V MISCELLANEOUS

5.1. Indemnification. Business Associate hereby agrees to indemnify, defend and hold harmless Covered Entity, together with its officers, directors, employees, subcontractors and/or agents against any and all damages, losses, lost profits, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees), and against all other liability to any third party arising from a breach of this Agreement or arising from a red flag incident (as defined below) by Business Associate, its officers, directors, employees, subcontractors and/or agents. Business Associate's obligations pursuant to this Section 5.1 shall survive the expiration or termination of this Agreement, and, if applicable, the Underlying Agreement, regardless of the reason for such expiration or termination.

5.2. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter set forth herein, and supersedes all prior or contemporaneous agreements and understandings between the parties with respect to the subject matter hereof. This Agreement was the result of an arm's length negotiation between the parties, and shall be construed as having been drafted by both parties.

5.3. Amendments. This Agreement may not be altered, amended or modified in any way, except by written agreement signed by both Business Associate and Covered Entity. Notwithstanding the foregoing, this Agreement shall be deemed amended to the extent to comply with any future changes to HIPAA, or to any applicable state or local laws affecting electronic data security and/or patient privacy rights to the extent such state or local laws supersede HIPAA. In the event of a future change to HIPAA that impacts the obligations of business associates with respect to the use or disclosure of PHI, Business Associate agrees to negotiate in good faith with Covered Entity towards a written agreement that incorporates such changes to HIPAA.

5.4. Waivers. No provision of this Agreement may be waived except by a written documented executed by the parties hereto. No waiver of a provision of this Agreement shall be deemed to be or constitute a waiver of any other provision of this Agreement. Any waiver granted hereunder shall be effective only to the specific instance and for the specific purpose for which it was given, and shall not be construed to constitute a continuing waiver of such provision.

5.5. Further Assurances. From and after the date of this Agreement, upon the request of either party, the Company and Subscriber shall execute and deliver such instruments, documents, or other writings as may be reasonably necessary or desirable to confirm and/or to carry out the intent and purposes of this Agreement. Upon Covered Entity's request, Business Associate further agrees to promptly execute and delivery a written agreement providing satisfactory written assurance that Business Associate is adequately safeguarding all PHI that it receives from Covered Entity, or which it creates on Covered Entity's behalf.

5.6. Third Party Beneficiaries. This Agreement is not intended to confer any rights upon any person or entity not expressly a party hereto.

5.7. Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, such provision shall be deemed removed from this Agreement, and the remainder of the Agreement shall continue in full force and effect without such provision, and shall be enforceable in accordance with its terms.

5.8. Notices. Any notices required or permitted to be given hereunder by either party shall, except to the extent otherwise expressly set forth herein, be given in the manner provided for in the Underlying Agreement. Notwithstanding the foregoing, in the event that there is no Underlying Agreement between the parties, any notices required or permitted to be given hereunder shall be given in writing, either by personal delivery, electronic facsimile, first-class certified or registered mail, postage prepaid, return receipt requested, or by bonded courier or other nationally recognized overnight delivery service, in each case, addressed to:

If to Covered Entity

If to Business Associate

CITY OF BERWYN

PARAMEDIC BILLING SERVICES, INC.

6700 West 26th St.

395 W. LAKE ST.

Berwyn, IL 60402

Attn: Chief Denis O'Halloran

ELMHURST, IL 60126

Attn: Michelle Padula

With copy to:

Del Galdo Law Group

1441 Harlem Avenue

Berwyn, IL 60402 Attn: James Vasselli

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, within twenty-four (24) hours following deposit with a bonded courier or overnight delivery service, or within seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.9. Headings; Construction. The headings and captions set forth in this Agreement are for convenience of reference only, and are not to be considered in construing or interpreting this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural shall include the singular, the singular the plural, and the part the whole, (b) references to one gender shall include all genders, and (c) the term "including" shall have the inclusive meaning common associated with the phrase "including but not limited to". The parties further acknowledge and agree that any ambiguity contained within this Agreement shall be resolved in such a manner as to permit Covered Entity to comply with its obligations under HIPAA.

5.10. Governing Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws principles thereof. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in Illinois, or in the federal district court located at Illinois Northern District Court – Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, 20th Floor, Chicago, IL 60604 to the extent permitted by law and a party elects to file an action in federal court. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation regarding venue between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than as set forth in this Section. Each party expressly waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine, or to otherwise object to the venue with respect to any proceeding brought in accordance with this.

5.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

5.12 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA and HITECH Standards.

ARTICLE VI RED FLAG RULES

RED FLAG RULES: Pursuant to the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found at 16 C.F.R Part 681, Business Associate agrees to assume the following obligations under the Red Flag Rules to the extent they are applicable to Business Associate:

6.1 Policies and Procedures. Business Associate agrees to ensure that its activities for Covered Entity are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

6.2 Detection. Business Associate agrees to have in place policies and procedures to detect relevant Red Flags that may arise in the performance of services on behalf of Covered Entity.

6.3 Compliance. Business Associate agrees that it will take all steps necessary to comply with Covered Entity's Red Flag Rules compliance procedures.

6.4 Agents and Third Parties. Business Associate will ensure that any agent or third party who performs services on its behalf in connection with Covered Entity's covered accounts, including a subcontractor, agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

6.5 Notice of Red Flag Incidents. Business Associate agrees to alert Covered Entity of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

6.6 Indemnification. Refer to Section 5.1.

6.7 Termination. Covered Entity may terminate this Agreement if Covered Entity reasonably determines that Business Associate has violated a material term of the Red Flag Rules provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

CITY OF BERWYN

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Name: _____

Title: _____

Name: _____

Title: _____



A Century of Progress with Pride

Date: April 28, 2015

To: Mayor Robert J. Lovero
Members of City Council

Re: **Waive the sealed bid process and approve sewer televising for preparation of 13th St. resurfacing.**

As part of the planning process for the resurfacing and curb repairs on 13th Street, staff and Frank Novotny & Associates (FNA) have been planning to televise the sewers within and lines entering the construction area. Last fall, I had solicited pricing from Visu-sewer to complete this project. Visu-sewer stated they would be interested and able to complete the job early in the spring, but this spring, when they were asked to provide a cost and schedule, they stated they couldn't get to it before July. In addition, FNA has been attempting to secure commitments to provide the necessary services and again they have been told by four companies that they had too much work and weren't interested. Due to the funding constraints and timeline requirements from the CDBG program, staff and FNA concur and request to waive the sealed bid process and award a contract to National Power Rodding in the amount of \$34,680 plus a 15% contingency. The total cost for this project is \$39,882. This project will be paid by CDBG funds.

Recommendation:

Staff requests waiving the sealed bid process and approve and award a contract to National Power Rodding in the amount of \$34,680 plus a 15% contingency to clean and televise the sewer system associated with the 13th Street roadway project. The total cost for this project cost \$39,882.

Respectfully submitted,

Robert Schiller
Public Works Director



Civil Engineers
Municipal Consultants

Frank Novotny & Associates, Inc.

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

April 23, 2015

Mr. Robert Schiller
Director of Public Works
City of Berwyn
1 Public Works Drive
Berwyn, Illinois 60402

Re: **13th Street Sewer Televising**

Dear Bob:

As directed, we solicited proposals for sewer televising of the combined sewer on 13th Street. Three proposals were solicited and two proposals were provided by National Power Rodding Corporation and Sheridan Plumbing respectively. Sheridan Plumbing retracted their proposal due to a high workload. National Power Rodding's proposal was in the amount of \$6.00/L.F. The total estimated amount of combined sewer to be televised is 5780 L.F. Therefore, the total value of work to completed would be **\$34,680.00**

National Power Rodding has completed previous televising projects within the City of Berwyn. We have found their work to meet the quality and workmanship that is required for this project. Due to the time constraints of completing the 13th Street CDBG project, we recommend that a contract be awarded to **National Power Rodding Corporation, 2500 W. Arthington Street, Chicago, IL 60612**. This will ensure that any needed repairs to the combined sewer are completed prior to 13th Street being surfaced.

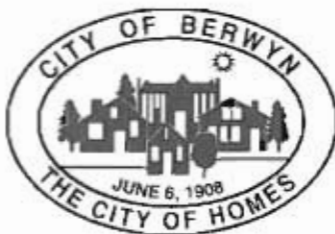
Please call if you have any questions regarding this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

Thomas R. Brandstedt, P.E.

TRB/trb
Enclosure
cc: File No. 14224



A Century of Progress with Pride

Date: April 24, 2015

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

Re: Recommendation to award bid for the 2015 CDBG & Cost Shared Sidewalk program.

Please be advised that bids were opened on April 24, 2015 at 10:00 in the presence of the Deputy City Clerk, a member of our consulting engineering firm of Frank Novotny & Associates, Nicole Campbell and me for the 2015 CDBG and "COST SHARED SIDEWALK PROGRAM". Bid tabulations will be prepared by our consulting City Engineer and presented for award on Tuesday April 28th.

Recommended Actions:

Staff recommends review of the tabulation of bids and recommends awarding the 2015 CDBG & Cost Shared and sidewalk program.

Respectfully,

Robert Schiller
Director of Public Works

J-6

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

Date: April 24, 2015

To: Mayor Robert J. Lovero
Members of City Council

Re: **Declare 1993 Vermeer 650B stump grinder Serial #1VRC131G8R1000617 surplus property**

Staff is seeking approval to forward a request to declare the 1993 Vermeer 650B stump grinder surplus property and allow its disposal. The upcoming tree trimming and removal contract includes removal of stumps as part of the contract; therefore this unit is not being used. The costs to continue to keep the unit in operational condition continues to increase even though we rarely use the unit and is taking up valuable storage space which could be used for functional equipment. Therefore:

Recommendation:

Staff requests forwarding this request to the finance director to declare this unit surplus and allow the Public Works Department to sell it via Public Auction.

Respectfully submitted,

Robert Schiller
Public Works Director

J-7



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police
James D. Ritz

April 21, 2015

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

RE: Request to hire two probationary police officers

Ladies and Gentlemen:

I am respectfully requesting your approval in authorizing the hiring of two new probationary police officers from the current Fire and Police Commission's Eligibility List. These vacancies will be created due to the pending retirements of Watch Commander Louis Stillo and Officer Anthony Pellegrino.

Both positions are replacements and therefore included in the approved 2015 Police Department budget.

Thank you for your consideration of this request.

Respectfully,

James D. Ritz
Chief of Police



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

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

BERWYN FIRE DEPARTMENT

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

708.788.2660 ext 3281

FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

April 24, 2015

To: Mayor Robert Lovero & Members of City Council

From: Fire Chief Denis O'Halloran

Re: Promotion and swearing in, of Patrick Sharkey to the seniority promotion of Engineer

Honorable Mayor and Members of City Council,

I would like to introduce our newly promoted Engineer Patrick Sharkey, and present him for swearing in for the position. Engineer Sharkey promotion date will be effective May 1, 2015, filling the vacancy of John Novacek due to his recent retirement. This position has been approved by Council and has been planned for in the budget.

Respectfully submitted,

Denis O'Halloran

Fire Chief.

5-9



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

April 22, 2015

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

Dear Mayor Lovero and Members of City Council:

The Library Department is requesting authorization to advertise and replace library staff to fill vacancies due to resignations.

Becky Spratford, a 16-hour per week Librarian in the Readers' Advisory Department has resigned to devote full-time to her library consulting business. Because of the work required of this position, the Library Board has approved increasing the hours of this position to 18 hours per week.

Brandon Marshall, a 20-hour per week Library Assistant I in the Circulation Department, has resigned to devote more time to his education. To meet the staffing needs of the public service desk, the Library Board has approved filling this vacancy at 18 hours per week.


Therefore, we request the following:

Approve Replacing Readers' Advisory Librarian (18 hours/week) - \$20/hour
Approve Replacing Circulation Library Assistant I (18 hours/week) - \$11.75/hour

Funding for these positions is included in the FY 2015 budget. The Library Board of Trustees reviewed and approved these requests at their April 20, 2015 regular meeting.

Your consideration and concurrence is appreciated.

Respectfully submitted,



Marilyn Boria
Interim Library Director

J-10



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

April 22, 2015

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

Dear Mayor Lovero and Members of City Council:

The Library Department is requesting authorization to temporarily promote Nora Mastny in the AV/Collection Development Department from Library Associate to Department Head. This temporary promotion would fill a vacancy created by a 3-month maternity leave.

J. Crystal Vela, Head of the Circulation and Readers' Advisory Department, will be taking a 3-month maternity leave starting in late May. For the duration of her leave, Tammy Sheedy, the current Head of the AV/Collection Management Department will be handling her responsibilities. Ms. Sheedy has served as Circulation Department Head in the past and is ideally suited to handle these responsibilities for 3 months. There will be no change in her pay level for this work.

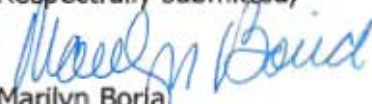
With Ms. Sheedy in Circulation, the Library Board has approved appointing Nora Mastny, a Library Associate in the AV/Collection Management Department, to head the department for 3 months. Per the Collective Bargaining Agreement, Ms. Mastny will be paid the starting salary for a Library Department Head.

Approve a 3-month Temporary Promotion of Nora Mastny to Head of the AV/Collection Management Department - \$25 per hour.

Funding for this temporary promotion is included in the FY 2015 budget. The Library Board of Trustees reviewed and approved this request at their April 20, 2015 regular meeting.

Your consideration and concurrence is appreciated.

Respectfully submitted,


Marilyn Boria
Interim Library Director



A Century of Progress with Pride

Date: April 24, 2015

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

Re: CDBG LED Lighting project

Bids were opened on April 16, 2015. Several bids for alternative luminaries were received. Staff continues to research the alternates and will provide a final bid tabulation and recommendation at the Council meeting.

Recommended Actions:

Staff recommends review of the tabulation of bids and will make a recommendation to award at the council meeting.

Respectfully,
Robert Schiller
Director of Public Works



A Century of Progress with Pride

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

April 24, 2015

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

SUBJECT: Payroll: April 22, 2015

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the April 28, 2015 meeting.

Payroll: 4/22/15 \$1,062,552.35

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

K-2
The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

April 24, 2015

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

SUBJECT: Payables April 28, 2015

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the April 28, 2015 meeting.

Total Payables: April 28, 2015 in the amount of \$1,059,138.92

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 4/25/2014 - To Payment Date: 4/24/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
31297	04/15/2015	Open			Accounts Payable	Samuel Jantalezio Insurance Company	\$30.00		
31298	04/15/2015	Open			Accounts Payable	AT & T	\$546.69		
31299	04/15/2015	Open			Accounts Payable	Case Lts. Inc.	\$1,554.42		
31300	04/15/2015	Open			Accounts Payable	John Keister & Associates	\$4,900.00		
31301	04/15/2015	Open			Accounts Payable	Judith Valazquez	\$30.00		
31302	04/15/2015	Open			Accounts Payable	Red Wing Shoe Store	\$251.98		
31303	04/15/2015	Open			Accounts Payable	Sprint	\$151.83		
31304	04/15/2015	Open			Accounts Payable	Tele-Tron Ace Hardware	\$128.24		
31305	04/15/2015	Open			Accounts Payable	Peter Schwabe, Inc.	\$1,500.00		
31306	04/15/2015	Open			Accounts Payable	Sam Molinaro	\$49.93		
31307	04/24/2015	Open			Accounts Payable	Midwest Tape LLC	\$12,168.89		
31308	04/24/2015	Open			Accounts Payable	ABC Automotive Electronics	\$904.96		
31309	04/24/2015	Open			Accounts Payable	ABC Automotive Electronics	\$8,138.38		
31310	04/24/2015	Open			Accounts Payable	Access Search Contract Services, LLC	\$937.50		
31311	04/24/2015	Open			Accounts Payable	ACS	\$25,000.00		
31312	04/24/2015	Open			Accounts Payable	Airgas USA, LLC	\$165.47		
31313	04/24/2015	Open			Accounts Payable	Algor Plumbing and heating Supply	\$54.40		
31314	04/24/2015	Open			Accounts Payable	Allegheny Valley Bank	\$73,988.36		
31315	04/24/2015	Open			Accounts Payable	American Legal Publishing Corporation	\$621.00		
31316	04/24/2015	Open			Accounts Payable	American Library Association	\$330.00		
31317	04/24/2015	Open			Accounts Payable	AMS Electric Inc.	\$2,270.00		
31318	04/24/2015	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$287.00		
31319	04/24/2015	Open			Accounts Payable	Art Flo Shirt and Lettering	\$754.00		
31320	04/24/2015	Open			Accounts Payable	AT & T	\$5,302.99		
31321	04/24/2015	Open			Accounts Payable	AT & T Long Distance	\$32.62		
31322	04/24/2015	Open			Accounts Payable	AT&T	\$1,960.69		
31323	04/24/2015	Open			Accounts Payable	Barge Terminal & Trucking	\$2,242.75		
31324	04/24/2015	Open			Accounts Payable	Berwyn Development Corporation	\$412,302.00		
31325	04/24/2015	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$891.40		
31326	04/24/2015	Open			Accounts Payable	Bristol Hose & Filing, Inc.	\$135.00		
31327	04/24/2015	Open			Accounts Payable	BSN Sports	\$1,549.50		
31328	04/24/2015	Open			Accounts Payable	Building Services of America, LLC	\$350.15		
31329	04/24/2015	Open			Accounts Payable	Carl Reina Jr.	\$2,205.99		
31330	04/24/2015	Open			Accounts Payable	Carlin & Associates, LTD.	\$514.00		
31331	04/24/2015	Open			Accounts Payable	Case Lts. Inc.	\$321.75		
31332	04/24/2015	Open			Accounts Payable	Cassidy Tire	\$30.00		
31333	04/24/2015	Open			Accounts Payable	CDW Government, Inc.	\$161.02		
31334	04/24/2015	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$12,020.56		
31335	04/24/2015	Open			Accounts Payable	Cermak Animal Clinic	\$255.00		
31336	04/24/2015	Open			Accounts Payable	Chicago Metropolitan Agency for Planning	\$542.38		
31337	04/24/2015	Open			Accounts Payable	Chicago Office Products Co.	\$844.77		
31338	04/24/2015	Open			Accounts Payable	Chicago Sky	\$980.00		
31339	04/24/2015	Open			Accounts Payable	Chicago White Sox Ticket Office	\$1,561.00		
31340	04/24/2015	Open			Accounts Payable	Chromate Industrial Corporation	\$287.37		
31341	04/24/2015	Open			Accounts Payable	Comcast Cable	\$149.05		

Payment Register

From Payment Date: 4/25/2014 - To Payment Date: 4/24/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31342	04/24/2015	Open			Accounts Payable	Cook County Department of Public Health	\$150.00		
31343	04/24/2015	Open			Accounts Payable	COTG	\$657.50		
31344	04/24/2015	Open			Accounts Payable	Cuda Law Offices, LTD	\$2,062.50		
31345	04/24/2015	Open			Accounts Payable	Currie Motors	\$50,487.00		
31346	04/24/2015	Open			Accounts Payable	Day & Robert, P.C.	\$377.28		
31347	04/24/2015	Open			Accounts Payable	Deece Automotive	\$210.00		
31348	04/24/2015	Open			Accounts Payable	Del Galdo Law Group, LLC	\$14,838.08		
31349	04/24/2015	Open			Accounts Payable	Diamond Graphics, Inc.	\$5,015.00		
31350	04/24/2015	Open			Accounts Payable	Diane Jepsen	\$20.16		
31351	04/24/2015	Open			Accounts Payable	Eagle Petroleum USA, Inc.	\$90.52		
31352	04/24/2015	Open			Accounts Payable	Elite Document Solutions	\$1,154.92		
31353	04/24/2015	Open			Accounts Payable	Enterprise Rent-a-Car	\$364.42		
31354	04/24/2015	Open			Accounts Payable	Federal Express Corporation	\$120.29		
31355	04/24/2015	Open			Accounts Payable	Felco Vending, Inc.	\$446.60		
31356	04/24/2015	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$784.00		
31357	04/24/2015	Open			Accounts Payable	Fleetwood Roller Rink	\$200.00		
31358	04/24/2015	Open			Accounts Payable	FORCE Concepts, Inc.	\$2,400.00		
31359	04/24/2015	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$976.96		
31360	04/24/2015	Open			Accounts Payable	Fuller Locksmith Service, Inc.	\$12.00		
31361	04/24/2015	Open			Accounts Payable	Gale / Cengage	\$4,359.85		
31362	04/24/2015	Open			Accounts Payable	Gavin R. Zarbock	\$79.46		
31363	04/24/2015	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemeck & Hoff, LTD.	\$107,421.57		
31364	04/24/2015	Open			Accounts Payable	Gryphon Training Group, Inc.	\$145.00		
31365	04/24/2015	Open			Accounts Payable	H. J. Mohr & Sons Company	\$10,493.63		
31366	04/24/2015	Open			Accounts Payable	High PSI, LTD	\$801.08		
31367	04/24/2015	Open			Accounts Payable	Horizon Screening	\$1,893.50		
31368	04/24/2015	Open			Accounts Payable	I AFC - Membership	\$209.00		
31369	04/24/2015	Open			Accounts Payable	I LETSB Executive Institute	\$450.00		
31370	04/24/2015	Open			Accounts Payable	Industrial Organizational Solutions, Inc.	\$180.00		
31371	04/24/2015	Open			Accounts Payable	Infinity Communications Group	\$625.63		
31372	04/24/2015	Open			Accounts Payable	Ingram Library Services	\$4,472.08		
31373	04/24/2015	Open			Accounts Payable	J & L Uniforms	\$305.98		
31374	04/24/2015	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,760.00		
31375	04/24/2015	Open			Accounts Payable	Jack's Rental, Inc.	\$5,972.72		
31376	04/24/2015	Open			Accounts Payable	JNC Consulting, Inc.	\$3,450.00		
31377	04/24/2015	Open			Accounts Payable	Joe Rizza Ford	\$1,201.88		
31378	04/24/2015	Open			Accounts Payable	Johnson, Roberts & Associates	\$47.50		
31379	04/24/2015	Open			Accounts Payable	Juan A. Ortiz	\$2,250.00		
31380	04/24/2015	Open			Accounts Payable	Just Tires	\$340.52		
31381	04/24/2015	Open			Accounts Payable	K's Quality Construction, Inc.	\$2,340.00		
31382	04/24/2015	Open			Accounts Payable	Kathleen Behrendt	\$75.67		
31383	04/24/2015	Open			Accounts Payable	KB Lawn and Mulch	\$1,065.00		
31384	04/24/2015	Open			Accounts Payable	Kieft Bros., Inc.	\$4,791.44		
31385	04/24/2015	Open			Accounts Payable	Kiesler's Police Supply, Inc.	\$955.56		
31386	04/24/2015	Open			Accounts Payable	Kiwanis Club of Berwyn	\$125.00		
31387	04/24/2015	Open			Accounts Payable	Konica Minolta Business Solutions USA Inc.	\$161.31		

Payment Register

From Payment Date: 4/25/2014 - To Payment Date: 4/24/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31388	04/24/2015	Open			Accounts Payable	Laner Muchm, Ltd.	\$7,454.53		
31389	04/24/2015	Open			Accounts Payable	Lawndale News	\$646.62		
31390	04/24/2015	Open			Accounts Payable	Lyons Electric Company	\$17,272.58		
31391	04/24/2015	Open			Accounts Payable	M & M Window Cleaning Services	\$200.00		
31392	04/24/2015	Open			Accounts Payable	M.E. Simpson Co., Inc.	\$53.41		
31393	04/24/2015	Open			Accounts Payable	Maxwell T. Campo	\$100.00		
31394	04/24/2015	Open			Accounts Payable	McCann industries, Inc.	\$575.32		
31395	04/24/2015	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
31396	04/24/2015	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$977.94		
31397	04/24/2015	Open			Accounts Payable	Menards	\$155.38		
31398	04/24/2015	Open			Accounts Payable	Menards	\$47.53		
31399	04/24/2015	Open			Accounts Payable	Menards	\$70.72		
31400	04/24/2015	Open			Accounts Payable	Mesitrow Insurance Services, Inc.	\$650.00		
31401	04/24/2015	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$6,406.51		
31402	04/24/2015	Open			Accounts Payable	Metro Towing	\$5,355.00		
31403	04/24/2015	Open			Accounts Payable	Mid-South Institute of Self-Defense Shooting	\$1,900.00		
31404	04/24/2015	Open			Accounts Payable	Midas Auto Service Experts	\$945.45		
31405	04/24/2015	Open			Accounts Payable	Mike & Sons	\$4,805.90		
31406	04/24/2015	Open			Accounts Payable	Morning Noon & Night Plumbing	\$6,000.00		
31407	04/24/2015	Open			Accounts Payable	National Recreation and Park Association	\$600.00		
31408	04/24/2015	Open			Accounts Payable	Nora Laureto	\$900.00		
31409	04/24/2015	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$1,460.00		
31410	04/24/2015	Open			Accounts Payable	Northwestern University Center	\$4,000.00		
31411	04/24/2015	Open			Accounts Payable	Northwestern University Center for Public Safety	\$220.00		
31412	04/24/2015	Open			Accounts Payable	Northwestern University Center for Public Safety	\$950.00		
31413	04/24/2015	Open			Accounts Payable	Occupational Health & Immediate Care of MacNeal OFFICE DEPOT	\$225.00		
31414	04/24/2015	Open			Accounts Payable	Ogden Carwash	\$568.43		
31415	04/24/2015	Open			Accounts Payable	Order Sons of Italy in America	\$54.45		
31416	04/24/2015	Open			Accounts Payable	Out	\$250.00		
31417	04/24/2015	Open			Accounts Payable	Overdoors of Illinois	\$29.95		
31418	04/24/2015	Open			Accounts Payable	Paradise 4 Paws	\$765.00		
31419	04/24/2015	Open			Accounts Payable	Patten Industries, Inc.	\$225.00		
31420	04/24/2015	Open			Accounts Payable	Patten Industries, Inc.	\$4,866.00		
31421	04/24/2015	Open			Accounts Payable	Perguin Random House, Inc.	\$362.50		
31422	04/24/2015	Open			Accounts Payable	Personalized Awards	\$93.75		
31423	04/24/2015	Open			Accounts Payable	Pitney Bowes	\$323.50		
31424	04/24/2015	Open			Accounts Payable	Pivotal	\$1,168.80		
31425	04/24/2015	Open			Accounts Payable	PNC Bank, N.A.	\$2,500.00		
31426	04/24/2015	Open			Accounts Payable	Public Safety Training Consultants	\$43,290.66		
31427	04/24/2015	Open			Accounts Payable	Red Wing Shoe Store	\$267.00		
31428	04/24/2015	Open			Accounts Payable	Reliable Materials-Lyons LLC	\$134.99		
31429	04/24/2015	Open			Accounts Payable	Rob Wienski	\$5,003.00		
31430	04/24/2015	Open			Accounts Payable	Robert Biztarek	\$600.00		
31431	04/24/2015	Open			Accounts Payable		\$100.00		

Payment Register

From Payment Date: 4/25/2014 - To Payment Date: 4/24/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31432	04/24/2015	Open			Accounts Payable	Robert J Lovero	\$80.28		
31433	04/24/2015	Open			Accounts Payable	Robert R. Andreas & Sons	\$3,985.00		
31434	04/24/2015	Open			Accounts Payable	Roscoe Company	\$905.07		
31435	04/24/2015	Open			Accounts Payable	Rose's Catering	\$2,510.00		
31436	04/24/2015	Open			Accounts Payable	Runion Equipment Company	\$173.63		
31437	04/24/2015	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$273.00		
31438	04/24/2015	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$136.04		
31439	04/24/2015	Open			Accounts Payable	Santo Sport Store	\$1,785.00		
31440	04/24/2015	Open			Accounts Payable	Schultz Supply Company, Inc	\$488.65		
31441	04/24/2015	Open			Accounts Payable	Snapp on Industrial	\$6,777.37		
31442	04/24/2015	Open			Accounts Payable	Sprint	\$909.32		
31443	04/24/2015	Open			Accounts Payable	Standard Equipment Company	\$759.85		
31444	04/24/2015	Open			Accounts Payable	Storino, Ramello & Durkin	\$1,824.62		
31445	04/24/2015	Open			Accounts Payable	Suburban Laboratories, Inc.	\$370.00		
31446	04/24/2015	Open			Accounts Payable	Suburban Life Media	\$89.00		
31447	04/24/2015	Open			Accounts Payable	Superior Lamp Inc.	\$5,722.56		
31448	04/24/2015	Open			Accounts Payable	SWAN	\$9,375.00		
31449	04/24/2015	Open			Accounts Payable	Tele-Tron Ace Hardware	\$223.25		
31450	04/24/2015	Open			Accounts Payable	The Sign Edge	\$50.00		
31451	04/24/2015	Open			Accounts Payable	Thomas J Pavlik	\$195.52		
31452	04/24/2015	Open			Accounts Payable	Thomson Reuters- West	\$1,356.00		
31453	04/24/2015	Open			Accounts Payable	Thomson Reuters- West	\$326.46		
31454	04/24/2015	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$15,016.70		
31455	04/24/2015	Open			Accounts Payable	Trud Automotive	\$2,050.15		
31456	04/24/2015	Open			Accounts Payable	Tyco Intergrated Security LLC	\$54.00		
31457	04/24/2015	Open			Accounts Payable	Unique Management Services, Inc.	\$53.70		
31458	04/24/2015	Open			Accounts Payable	Unique Plumbing	\$43,102.18		
31459	04/24/2015	Open			Accounts Payable	USIC Radio Comm, Inc.	\$137.69		
31460	04/24/2015	Open			Accounts Payable	USIC Locating Services, Inc.	\$4,767.68		
31461	04/24/2015	Open			Accounts Payable	Van Meter & Associates, Inc.	\$1,080.00		
31462	04/24/2015	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$329.12		
31463	04/24/2015	Open			Accounts Payable	Verizon Wireless - LeHigh	\$30.26		
31464	04/24/2015	Open			Accounts Payable	Vintage Tech LLC	\$870.76		
31465	04/24/2015	Open			Accounts Payable	Walgreens Company	\$93.41		
31466	04/24/2015	Open			Accounts Payable	Widaman Signs	\$145.00		
31467	04/24/2015	Open			Accounts Payable	WSSRA	\$150.00		
31468	04/24/2015	Open			Accounts Payable	Zee Medical, Inc.	\$813.70		
31469	04/24/2015	Open			Accounts Payable	Cristina Zavala	\$1,475.00		
31470	04/24/2015	Open			Accounts Payable	David Kryz	\$3,500.00		
31471	04/24/2015	Open			Accounts Payable	Eureka Police Department	\$175.00		
31472	04/24/2015	Open			Accounts Payable	Evolution TKD [T]	\$305.38		
31473	04/24/2015	Open			Accounts Payable	Mary Babic	\$100.00		
31474	04/24/2015	Open			Accounts Payable	Paul & Karen Beals	\$3,500.00		
31475	04/24/2015	Open			Accounts Payable	Stephen Hadley	\$3,500.00		
Type Check Totals:							\$1,059,138.92		
01 - General Cash Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open	Open	179	\$1,059,138.92	\$0.00
Reconciled	Reconciled	0	\$0.00	\$0.00
Voided	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 4/25/2014 - To Payment Date: 4/24/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:									
Checks									
All									
		Status	Count	Transaction Amount	Reconciled Amount				
		Open	179	\$1,059,138.92	\$0.00				
		Reconciled	0	\$0.00	\$0.00				
		Voided	0	\$0.00	\$0.00				
		Stopped	0	\$0.00	\$0.00				
		Total	179	\$1,059,138.92	\$0.00				
Checks									
All									
		Status	Count	Transaction Amount	Reconciled Amount				
		Open	179	\$1,059,138.92	\$0.00				
		Reconciled	0	\$0.00	\$0.00				
		Voided	0	\$0.00	\$0.00				
		Stopped	0	\$0.00	\$0.00				
		Total	179	\$1,059,138.92	\$0.00				

K-3

Mayor
Robert J. Lovero



3rd Ward Alderman

Marge Paul

M E M O R A N D U M

April 28, 2015

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

RE: Handicap Parking Application #930
2621 S. Kenilworth Ave, Berwyn, IL 60402

Ladies and Gentlemen:

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

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
2621 S. Kenilworth	Jill Qunito	930

Thank you very much,

Marge Paul
3rd Ward Alderman



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 2/10/2015
Officer: M. Raimondi #192

Applicant Name: Jill Quinto
Address: 2621 S. Kenilworth Ave, Berwyn IL 60402
Telephone:
Nature of Disability:

Information

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

Report # 15-01327

3rd Ward Alderman: Marge Paul

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

Handicapped Space/Zone Police Department Site Inspection

Application # 930

Police Department Designee C.S.O. Margo J. Raimondi

Comments: Garage on premises. Multi-unit and single family homes. Parking can be limited at times. There are currently no handicapped spaces on the block.

Date: 2/10/2015

Police Report # 15-01327

Handicapped Space/Zone Public Works Site Inspection

Application # 930

Public Works Director or Designee Dan Schiller

Comments: No physical obstructions to a space. There are no handicapped spaces on the block. There is a 2 car garage on the property.

Meets Public Works Criteria:

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

Date: 4/21/2015

Police Report # 15-01327

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 930

Traffic Engineer or Designee Nicole Campbell

Comments: 4 vehicles registered to household.

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: 4/18/2015

Police Report # 15-01327

Rec'd by City Clerk: 4/23/2015

To Alderman: 4/23/2015

To Council: 4/28/2015

Determination:

Notice to Applicant:

Paid:

Sign #:

Comments:

Incident#: 15-01327

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 15-01327
REPORT TYPE Incident Report	RELATED CAD # C15-007771	DOT #		HOW RECEIVED Telephone
WHEN REPORTED 02/12/2015 09:25		LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2621 S KENILWORTH AV Berwyn, IL 60402		
TIME OF OCCURRENCE 02/12/2015 09:25		STATUS CODE		STATUS DATE

INVOLVED ENTITIES

NAME QUINTO, JILL R		DOB	AGE 53	ADDRESS 2621 S KENILWORTH AV Berwyn, IL 60402		
SEX F	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	FBI #		ALT PHONE		
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #

INVOLVED VEHICLES

VEHPLATE # 6331672	STATE IL	TYPE Van/Minivan	INVOLVEMENT	VIN #
YEAR 2000	MAKE Toyota	MODEL Sienna	COLOR Teal (Green)	COMMENTS
OWNER QUINTO, FRANK				

NARRATIVES

PRIMARY NARRATIVE

Jill Quinto, dob: _____, resides at 2621 S. Kenilworth Ave, Berwyn IL, is requesting handicapped parking signs to be placed in front of her residence.

Ms. Quinto suffers from _____.

_____ Ms. Quinto is the home owner. There is a garage on the premises, which is currently used for one vehicle.

All the dwellings on the block are single family homes with garages, therefore parking is not very limited. There are currently no handicapped parking spaces on the block.

The information provided meets some, but not all of the criteria for eligibility, under Berwyn City Ordinance 484.05.

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	APPROVED BY	STAR #
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Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

(Signature of handicapped person or their legal guardian) Jill R. Quinto (Date) 1/23/15

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

Handicapped person with severe back pain, unable to walk without a walker, and unable to lift or carry heavy objects.

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____ Brace _____

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)

[Signature] (Date) 1-23-15
[Print Name] (Address and Telephone Number) Chicago IL 60612

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

KA
Mayor
Robert J. Lovero



5th Ward Alderman
Cesary Santoy

M E M O R A N D U M

April 28, 2015

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

RE: Handicap Parking Application #932
1334 S. Cuyler Ave, Berwyn, IL 60402

Ladies and Gentlemen:

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

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1334 S. Cuyler	Belen Fernandez	932

Thank you very much,

Cesary Santoy
5th Ward Alderman



Berwyn Police Department

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

Handicapped Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 2/10/2015
Officer: M. Raimondi #192

Applicant Name: Belen Fernandez

Address: 1334 S. Cuyler 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"/>

Report # 15-01328

5th Ward Alderman: Cesar Santoy

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

Handicapped Space/Zone Police Department Site Inspection

Application # 932

Police Department Designee C.S.O. Margo J. Raimondi

Comments: Garage on premises. Many mult-unit dwellings on block. Parking can be very limited at times. There is currently one handicapped parking space on the block, located at 1309 Cuyler.

Date: 2/10/2015

Police Report # 15-01329

Handicapped Space/Zone Public Works Site Inspection

Application # 932

Public Works Director or Designee Dan Schiller

Comments: No physical obstructions to a space. There are currently no handicapped spaces on the block. There is a 2 car garage on the property.

Meets Public Works Criteria:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 4/21/2015

Police Report # 15-01329

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 932

Traffic Engineer or Designee Nicole Campbell

Comments: 4 vehicles registered to household.

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: _____

Police Report # 15-01329

Rec'd by City Clerk: 4/23/2015

To Alderman: 4/23/2015

To Council: 4/28/2015

Determination:

Notice to Applicant:

Paid:

Sign #:

Comments:

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 15-01329

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 15-01329
REPORT TYPE Incident Report	RELATED CAD # C15-007773	DOT #		HOW RECEIVED Telephone
WHEN REPORTED 02/12/2015 09:27	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1334 S CUYLER AV - 1ST Berwyn, IL 60402			
TIME OF OCCURRENCE 02/12/2015 09:27	STATUS CODE		STATUS DATE	

INVOLVED ENTITIES

NAME FERNANDEZ, BELEN		DOB	AGE 67	ADDRESS 1334 S CUYLER AV - 1ST Berwyn, IL 60402		
SEX F	RACE Hispanic	HGT 5' 2"	WGT 160	HAIR Brown	EYES Brown	PHONE
SID #	DL #	FBI #		ALT PHONE		
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)			TYPE Reporting Party		RELATED EVENT #	

INVOLVED VEHICLES

VEH/PLATE # CEE953	STATE IL	TYPE Van/Minivan		INVOLVEMENT	VIN #
YEAR 2000	MAKE Dodge	MODEL Caravan	COLOR	COMMENTS	
OWNER Fernandez, Belen					

NARRATIVES

PRIMARY NARRATIVE

Belen Fernandez, dob: _____ who resides at 1334 S. Cuyler Ave, Berwyn IL, is requesting handicapped parking signs to be placed in front of her residence.

Ms. Fernandez suffers _____ Ms. Fernandez is the home owner. There is a garage on the premises, which is currently used for her tenant's vehand storage. Ms. Fernandez relates that the distance from garage to her residence is farther for her to walk, than it is from the street to the front of her home. Most of the dwellings on the block are single family homes with garages, therefore parking should not very limited. There is currently one handicapped parking space on the block, at 1309 Cuyler.

The information provided meets some, but not all of the criteria for eligibility, under Berwyn City Ordinance 484.05.

REPORTING OFFICER RAIMONDI MARGO J	STAR # 192	APPROVED BY JANECEK, GEORGE	STAR # 306
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Rec'd 02/09/15

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

INITIAL RENEWAL

BELEN FERNANDEZ _____ 1334 CUYLER AVE
(Name of Handicapped Applicant) (Date of Birth) (Berwyn Address)

(Name of caregiver, or guardian if minor) (Date of Birth) (Telephone /Cell Phone Number)

Is there a garage on the property? Yes / No Are you the homeowner? Yes X / No

If so, what is the garage currently being used for? Tennants / storage ; in addition, the distance to street is much shorter than distance to the garage.

Driveway _____ Carport _____

All Applicants must submit the Physicians form (A)

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

Vehicle Information

DODGE CARAVAN
(Vehicle make and model)

BLUE - 2000
(Color / Year)

CEE 953
(Illinois License Plate Number)

3794
(Current City Vehicle Sticker Number)


(Illinois Handicapped Plate)

CE81997
(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]
Applicant Signature

2/15
Date

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)

02-07-15

(Date)

(Print Physician's Name)

and Telephone Number)

CHICAGO, ILLINOIS 60657
TELEPHONE

Mayor
Robert J. Lovero

K-5



5th Ward Alderman
Cesar Santoy

M E M O R A N D U M

April 28, 2015

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

RE: Handicap Parking Application #933
1525 S. Ridgeland Ave., Berwyn, IL 60402

Ladies and Gentlemen:

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

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1525 S. Ridgeland	Ruth Mayarga	933

Thank you very much,

Cesar Santoy
5th Ward Alderman



Berwyn Police Department

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

ZONE

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 2/10/2015
Officer: M. Raimondi #192

Applicant Name: Ruth Mayarga
Address: 1525 S. Ridgeland Ave, Berwyn IL 60402
Telephone:
Nature of Disability:

Information

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

Report # 15-01330

5th Ward Alderman: **CESAR SANTOY**

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#: 15-01330

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 15-01330
REPORT TYPE Incident Report	RELATED CAD # C15-007774	DOT #		HOW RECEIVED
WHEN REPORTED 02/12/2015 09:28		LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1525 S RIDGELAND AV Berwyn, IL 60402		
TIME OF OCCURRENCE 02/12/2015 09:28		STATUS CODE		STATUS DATE

INVOLVED ENTITIES

NAME Mayorga, Ruth		DOB	AGE 21	ADDRESS 1525 S Ridgeland AV Berwyn, IL 60402		
SEX F	RACE Hispanic	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	FBI #		ALT PHONE		
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #

NAME Mayorga, Silvia		DOB	AGE 46	ADDRESS 1525 S Ridgeland AV Berwyn, IL 60402		
SEX F	RACE Hispanic	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	FBI #		ALT PHONE		
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #

NAME MAYORGA, ANTONIO		DOB	AGE 48	ADDRESS 1525 S Ridgeland AV Berwyn, IL 60402		
SEX M	RACE Hispanic	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	FBI #		ALT PHONE		
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE # 8480634	STATE IL	TYPE Carryall/SUV		INVOLVEMENT	VIN #
YEAR 1998	MAKE Dodge	MODEL Durango	COLOR Red	COMMENTS	
OWNER Mayorga, Antonio					

NARRATIVES

PRIMARY NARRATIVE Silvia Mayorga, dob: who resides at 1525 S. Ridgeland Ave, Berwyn IL, is requesting handicapped
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OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 15-01330

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 15-01330
REPORT TYPE Incident Report	RELATED CAD # C15-007774	DOT #		HOW RECEIVED
WHEN REPORTED 02/12/2015 09:28	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1525 S RIDGELAND AV Berwyn, IL 60402			
TIME OF OCCURRENCE 02/12/2015 09:28	STATUS CODE		STATUS DATE	

parking signs to be placed in front of her residence.

Silvia is the caregiver for her daughter, Ruth Mayorga, dob:

Silvia and her husband Antonio are the home owners. There is a garage on the premises, which is currently used for storage. The dwellings on the block are all single family homes with garages, therefore parking should not be very limited. There are currently no handicapped parking spaces on the block.

The information provided meets the criteria for eligibility for a Drop-Off Zone, under Berwyn City Ordinance 484.05.

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

DRAFT

Handicapped Space/Zone
Police Department Site Inspection

Application # 933

Police Department Designee C.S.O. Margo J. Raimondi

Comments: Garage on premises. Mostly single-family dwellings on block. Parking can be limited at times. Currently there are no handicapped parking signs on the block.

Date: 2/10/2015

Police Report # 15-01330

Handicapped Space/Zone
Public Works Site Inspection

Application # 933

Public Works Director or Designee Dan Schiller

Comments: No physical obstructions to a space. There is a 2 car garage on the property.

Meets Public Works Criteria:

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

Date: 4/21/2015

Police Report # 15-01330

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

Application # 933

Traffic Engineer or Designee Nicole Campbell

Comments: 5 vehicles to household. Garage for storage.

Meets Traffic Criteria for:

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

Date: 4/17/2015

Police Report # 15-01330

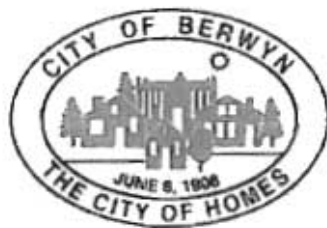
Rec'd by City Clerk: 4/23/2015
To Alderman: 4/23/2015
To Council: 4/28/2015

Determination:
Notice to Applicant:
Paid:
Sign #:

Comments:

Rec'd 02/09/15

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

INITIAL **RENEWAL**

Ruth G. Mayorga 11/11/72 1525 Ridgeland Ave
(Name of Handicapped Applicant) (Date of Birth) (Berwyn Address)
Silvia Mayorga 11/11/72 _____
(Name of caregiver, or guardian if minor) (Date of Birth) (Telephone /Cell Phone Number)

Is there a garage on the property? Yes No Are you the homeowner? Yes No

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

Driveway _____ Carport _____

All Applicants must submit the Physicians form (A)

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

Vehicle Information

Dodge / Durango Red / 1998
(Vehicle make and model) (Color / Year)
848C634 3270
(Illinois License Plate Number) (Current City Vehicle Sticker Number)

(Illinois Handicapped Plate) CE 65967
(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] 1/22/14
Applicant Signature Date

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

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.)

11/1

(Physician's Signature/Stamp)

1/19/15

(Date)

(Print Physician's Name)

Chicago, IL

(Address and Telephone Number) 60611

Mayor
Robert J. Lovero

K-70



6th Ward Alderman
Theodore Polashek

M E M O R A N D U M

April 28, 2015

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

RE: Handicap Parking Application #934
1909 S. Oak Park Ave, Berwyn, IL 60402

Ladies and Gentlemen:

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

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1909 S. Oak Park Ave.	Candice L. Kostecka	934

Thank you very much,

Theodore Polashek
6th Ward Alderman



Berwyn Police Department

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

SPACE

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 3/11/2015
Officer: M. Raimondi #192

Applicant Name: Candice L. Kostecka
Address: 1909 S. Oak Park Ave, Berwyn IL 60402
Telephone:
Nature of Disability:

Information

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

Report # 15-02399

6th Ward Alderman: POLASHEK, THEODORE

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

Handicapped Space/Zone Police Department Site Inspection

Application # 934

Police Department Designee C.S.O. Margo J. Raimondi

Comments: Five unit bilding with a three car garage on the premises. There is extremely limited parkng on the block. All multi-unit buildings on block.

There is a handicapped parking space on the block, located at 1920 Oak Park Ave.

Date: 3/9/2015

Police Report # 15-02399

Handicapped Space/Zone Public Works Site Inspection

Application # 934

Public Works Director or Designee Dan Schiller

Comments: There is currently one handicapped space on the block located across the street. There no physical obstructions to placing a space at this location.

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: _____

Police Report # 15-02399

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 934

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: _____

Police Report # 15-02399

Rec'd by City Clerk: 4/23/2015

To Alderman: 4/23/2015

To Council: 4/28/2015

Determination:

Notice to Applicant:

Paid:

Sign #:

Comments:

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 15-02399

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 15-02399
REPORT TYPE Incident Report	RELATED CAD # C15-014395	DOT #		HOW RECEIVED Telephone
WHEN REPORTED 03/17/2015 13:49		LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1909 S OAK PARK AV Berwyn, IL 60402		
TIME OF OCCURRENCE 03/17/2015 13:49		STATUS CODE		STATUS DATE

INVOLVED ENTITIES

NAME KOSTECKA, CANDICE L		DOB	AGE 52	ADDRESS 1909 S OAK PARK AV - BSMT BERWYN, IL 60402		
SEX F	RACE White, Caucasian	HGT 5' 4"	WGT 155	HAIR Brown	EYES Blue	PHONE
SID #	DL #	FBI #		ALT PHONE		
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #

NAME Malina, Lance		DOB	AGE 54	ADDRESS Berwyn, IL 60402		
SEX M	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	FBI #		ALT PHONE		
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)				TYPE Involved		RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE # E234888	STATE IL	TYPE Sedan, 4-door		INVOLVEMENT	VIN #
YEAR	MAKE Chrysler	MODEL 300	COLOR White	COMMENTS	
OWNER KOSTECKA, CANDICE L					

NARRATIVES

PRIMARY NARRATIVE

Candice Kostecka, dob: _____ who resides at 1909 S. Oak Park Ave, Berwyn IL, is requesting handicapped parking signs to be placed in front of her residence.

Ms. Kostecka suffers _____

...s. Kostecka resides with her husband. They are not the home owners and do not have access to any on premises parking. There is a four car garage on the premises which is currently rented out to other tenants.

There are all multi-unit dwellings on the block, thus causing parking to be extremely limited, especially in the evening. There is currently a handicapped parking space on the block, located at 1920 Oak Park.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 15-02399

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 15-02399
REPORT TYPE Incident Report	RELATED CAD # C15-014395	DOT #	HOW RECEIVED Telephone	
WHEN REPORTED 03/17/2015 13:49	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1909 S OAK PARK AV Berwyn, IL 60402			
TIME OF OCCURRENCE 03/17/2015 13:49	STATUS CODE		STATUS DATE	

The information provided meets the criteria for eligibility, under Berwyn City Ordinance 484.05.

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

DRAFT

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

MAR 04 2015

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

PLATES
Applied for
in 7 weeks to be
delivered

INITIAL

RENEWAL

CANDICE L KOSTAKA
(Name of Handicapped Applicant)

(Date of Birth)

1909 OAK PARK AVE
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Date of Birth)

()
(Telephone /Cell Phone Number)

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

Are you the homeowner? Yes ___ No

Being used by other tenants
If so, what is the garage currently being used for?

All the tenants have a
SPACE 3 CAR GARAGE there are 5 units with cars

Driveway ___ Carport ___

All Applicants must submit the Physicians form (A)

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

Vehicle Information

Chrysler 200
(Vehicle make and model)

White 2012
(Color / Year)

E234888
(Illinois License Plate Number)

30143
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

CE 80975
(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)
Applicant Signature

1/18/15
Date

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

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

CANDICE L KOSTECKA

(Signature of handicapped person or their legal guardian)

(Date) 1/8/15

[Handwritten signature]

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]

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 name]

(Print Physician's Name)

1/8/15

(Date)

BERWYN, IL 60402

(Address and Telephone Number)

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

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 Lance Malina, owner/manager of the property at
1909 OAK PARK AVE, state as follows:

- 1) That Candice Kostek is a tenant at the above listed property.
- 2) That Candice Kostek has no access to any parking on the premises.
- 3) That if Candice Kostek 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 Candice Kostek no longer resides on the premises.

[Signature]
Signature/Date

Name: Lance Malina
Address: 1909 Oak Park Ave, Chicago, IL 60606
Phone#: _____

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

K-7

NORTH BERWYN PARK DISTRICT

April 21, 2015

Robert J. Lovero
Mayor
City of Berwyn

The Honorable City Council
City of Berwyn
6700 W. 26th Street
Berwyn, Il 60402

Subject: Street Closure

Dear Mayor and Council Members

The North Berwyn Park District, in partnership with the Berwyn Development Corporation and the City of Berwyn, is celebrating Cinco de Mayo with a one day event on Sunday, May 3, 2015. The celebration will start at 11:00 a.m. and continue through 4:00 p.m.

I would like to request your approval to close Harvey street from Cermak north to the first alley, the closure would start at 6:00 a.m. and would reopen at approximately 7:00 p.m.

The event will feature cultural art displays, Berwyn North District 98 student art projects, Berwyn North District 98 student band, Morton East Mariachi Band and Folkloric Dancers as well as Mariachi Perla De Mexico.

In anticipation of your approval I would like to invite all council members to attend this event, the official program will be at 2:00 p.m. at which time all dignitaries will be publically recognized.

Please contact me if you may have any questions regarding this event, I may be contacted at 708-749-4900 X17.

Sincerely

Joseph C. Vallez
Executive Director
North Berwyn Park District

ALLEY #2

CITY
PARKING
LOT

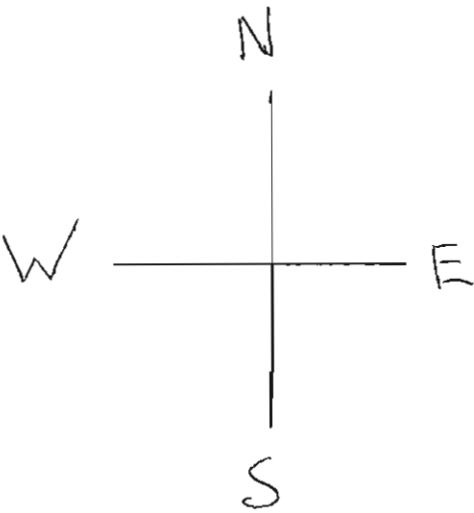
ALLEY #2

CITY
PARKING
LOT

ALLEY #1

ALLEY #1

CLOSURE



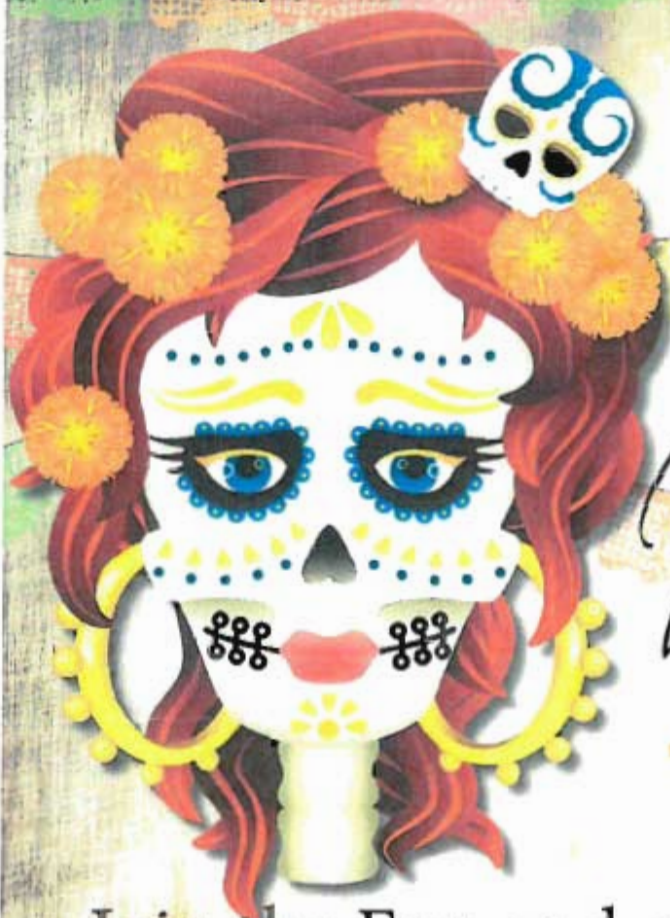
ZACA
TACOS

CLOSURE

CELMAR

HARVEY

CELMAR



Cinco de Mayo

North Berwyn Park District
Family Day

Join the Fun and celebrate the **ARTS!**
with **North Berwyn Park District!**

Sunday, May 3, 2016

Harvey Ave & Cermak Rd.

Performances

- 11:00 am Morton East Mariachi Band & Folkloric dancers
- 12:30 pm Alberto the Clown
- 1:00 pm Salsa Lesson with Valene
- 2:00 pm Official Program
- 2:30 pm Mariachi Perla de Mexico
- 3:30 pm Berwyn North School District 98 Band

FREE!

- ***Art exhibitions** Pilsen Outpost, Instituto Grafico de Chicago and other artists
- ***Family Activities** Children's games and art-making
- ***Music** DJ Martin Mendoza



NORTH BERWYN PARK DISTRICT



K8

NORTH BERWYN PARK DISTRICT

April 21, 2015

Robert J. Lovero
Mayor
City of Berwyn

The Honorable City Council
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Subject: Easter Parade

Dear Mayor and Council Members

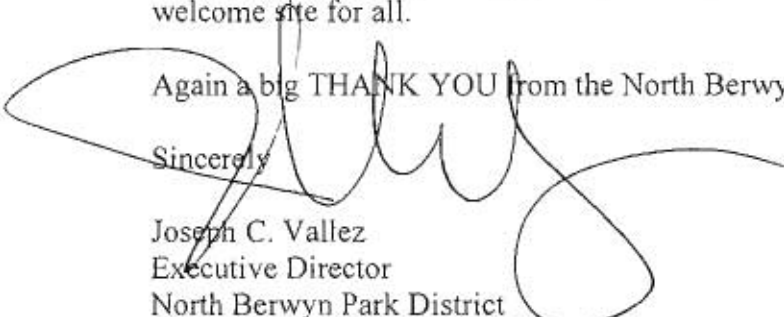
The North Berwyn Park District appreciates our strategic alliance with the City of Berwyn and cooperative relationships with all of the city departments. I know our combined efforts improve the quality of life for our community.

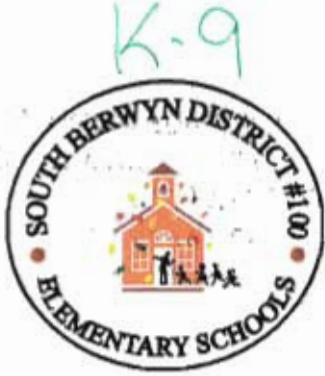
This purpose of this correspondence is to recognize the outstanding support that was extended to the North Berwyn Park District's Easter parade by the Berwyn Police Department and Fire Department, respectfully.

The parade, in its second year, has grown to include over a thousand participants, it is a family friendly event that demonstrates the qualities that make this city fantastic. This event could not happen without the professionalism displayed by the Berwyn Police Department in making the route safe for all to enjoy. Commander Frank Cmaglia is extremely cooperative and the ultimate professional, the police explorers are a fine example of our outstanding youth in the city of Berwyn and our fire fighters are always a welcome site for all.

Again a big THANK YOU from the North Berwyn Park District.

Sincerely,


Joseph C. Vallez
Executive Director
North Berwyn Park District



Pershing Elementary School
BERWYN SOUTH SCHOOL DISTRICT #100
6537 W. 37th Street
Berwyn, Illinois 60402
(708) 795-2349
FAX (708) 795-1277

Marilyn McManus
Principal

Diona Iacobazzi
Assistant Principal

CITY OF BERWYN
CLERK'S OFFICE

2015 APR 21 P 12:33

April 21, 2015

Mr. Thomas Pavlic, City Clerk
Berwyn City Hall
6700 26th Street
Berwyn, IL 60402

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

Re: Street Closure

Dear Mayor Lovero and Members of the Berwyn City Council:

Pershing School is respectfully requesting that 37th Street between the crosswalks of East Avenue and Scoville Avenue be closed between the hours of 8:30 am and 3:00 pm on Friday, May 29th (rain date June 1st). The purpose of this closure is for our annual Olympic Fun Day. We have obtained a permit from the South Berwyn Park District for use of Freedom Park, which is directly across the street, and this would help us tremendously with controlling the safety of our students. We would also appreciate if Berwyn Public Works can provide "horses" for this purpose.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn McManus".

Marilyn McManus
Principal

K-10

St. Leonard Parent Association Committee
3322 S. Clarence Avenue Berwyn, IL 60402

Berwyn City Hall
6700 W. 26th Street
Berwyn, IL 60402

April 14, 2015

To Whom It May Concern,

St. Leonard Parent Association is requesting to close Clarence Avenue between 33rd and 34th Streets on Wednesday, June 3rd, 2015 for our annual Fun Day and family dinner. We are requesting the street be closed from 10:00am-7:00pm for games, food, and entertainment purposes.

Any questions or concerns, please contact me at 708-

Sincerely,

Annette Bennett
Fun Day Coordinator

K-11

St. Leonard Parent Association Blocktoberfest Committee
3322 S. Clarence Avenue Berwyn, IL 60402

Berwyn City Hall
6700 W. 26th Street
Berwyn, IL 60402

April 10 2015

To Whom It May Concern,

St. Leonard Parent Association is requesting to close Clarence Avenue between 33rd and 34th Streets on Saturday, September 26 2015 for our Annual Blocktoberfest with a rain date of Sunday, September 27th. We are requesting the street be closed from 8:00am-10:00pm for games, food, and entertainment purposes.

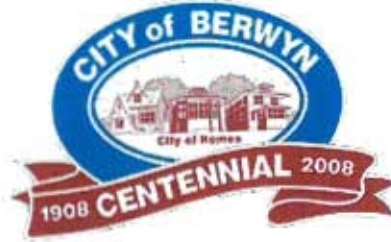
Any questions or concerns, please contact me at 708-

Sincerely,

Annette Bennett
Blocktoberfest Coordinator

K-12

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

A Century of Progress with Pride

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

To: Tom Pavlik
City Clerk

Re: Communication for City Council on April 14, 2015
Request to bypass zoning for the raising of a sign in Cermak Plaza

From: Christi Leonard-Shumaker
Assistant to Building Director

To whom it may Concern:

We wish to make a request that Council grant permission for Building Commissioner, Charles Lazzara to allow Grate Signs, to raise the height of the main marquis sign within Cermak Plaza by five feet.

The additional five feet in height will allow for more advertising space for the new tenants.

Based on the size of the property and height of the main buildings we feel the additional five feet in height will not be noticeable.

Attached is the permit for your consideration.

Thank you

Christi Leonard-Shumaker
Assistant to the Building Director

Robert J. Lovero
 Mayor
 Charles D. Lazzara
 Building Director

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

SIGN PERMIT APPLICATION

JOB SITE ADDRESS Cermak Plaza - 7163 Cermak Road

BUSINESS NAME Cermak Plaza

PROPERTY OWNER Cermak Plaza Associates LLC **PHONE** 708-344-9161 x.225

SIGN CONTRACTOR Grate Signs, 4044 W. McDonough, Joliet, IL 60431 **PHONE** 815-729-9700

ELECTRICAL CONTRACTOR Connecting to Existing - Grate Signs **PHONE** 815-729-9700

ILLUMINATED SIGN **LENGTH** 15'

NON-ILLUMINATED SIGN

ILLUMINATED AWNING **HEIGHT** 5'3"

NON-ILLUMIN. AWNING



1-FACE	2-FACE	SQ. FT.
	<input checked="" type="checkbox"/>	79.5 per face

DESCRIPTION OF OTHER WORK Raising (2) Existing Signs and adding additional Tenant Panel Section at bottom of signs

VALUE OF WORK INCLUDING MATERIALS AND LABOR \$29,000.00

- NOTES:**
1. CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH BERWYN.
 2. PERMIT MUST BE DISPLAYED UNTIL FINAL BUILDING APPROVAL IS ISSUED.
 3. A SIGNED CONTRACT IS REQUIRED FROM ALL CONTRACTORS.

SIGNED *Grate Signs* / GRATE SIGN **DATE** 4/14/15
4-3-2015

DO NOT WRITE BELOW THIS LINE

PERMIT FEE \$ _____
 REVIEW FEE \$ _____
 ROUGH ELECTRICAL \$ _____
 FINAL ELECTRICAL \$ _____
 FINAL BUILDING \$ _____
 ATF \$ _____
 TOTAL \$ _____

APPROVED _____
 BUILDING DIRECTOR



4044 W. McDonough Street Joliet, IL 60431

Display Sales Contract
For service call (815)729-9700
Fax (815)729-3355
sales@gratesigns.com

Salesperson: Gil Algarin

Agreement made 4-2-2015 between Grate Signs, Inc., a corporation, herein called SELLER, Located at 4044 W. McDonough Street, Joliet, Illinois

and *CERMAK PLAZA ASSOCIATES LLC*

BUYER: **Concordia Realty**
Address: 10031 W. Roosevelt Road, Suite 200
City, State, Zip: Westchester, IL 60154

Contact: **Michael Flight**
Telephone: 708-344-9242
Fax: 708-344-9244
Email: **mflight@concordiarealty.com**

an individual

a partnership

a corporation

ADDRESS OF INSTALLATION: Cermak Plaza

1. Sale: Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below.

2. Price and Terms:

Price of Display	\$29,000.00
Sales Tax	\$Included
Less Down Payment (includes sales tax)	\$14,500.00
Balance payable upon installation	\$14,500.00

3. Specifications:

Design Number(s): Grate Signs Drawing #06-0017W

Manufacture and install new 5'3" High x 15' Wide Tenant Panel cabinet section to BOTH Cermak Plaza tenant panel signs. New sections to have (1) 3'3" x 15' Wide High tenant panel and (3) 2' High x 5' Wide tenant panels. New sections would have teal cabinets and retainer to match existing, white Lexan tenant panels (no copy,) and internal illumination. The signs would be raised to allow existing bottom clearance - new steel would be added and new pole covers would be fabricated and painted to match existing teal sign.

Permit Additional - obtained by Grate Signs and charged back at cost.

All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer. Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount.

4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.

5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement.

NOTICE TO BUYER

- A. Do not sign this contract before you read both pages hereof or if it contains any blank space
- B. You are entitled to a completely filled in copy of this contract when you sign it.
- C. Under the law you have the following rights among others:
 - (a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge;
 - (b) Under certain conditions to redeem the property if repossessed for a default

6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full title to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign or other property covered by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site with concrete the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted: _____ Accepted: _____

7. BUYER OBLIGATION: The Buyer hereby agrees that until said sign is fully paid for, and while the same is in Buyers possession, that the Buyer will maintain the said sign in good condition and repair, and will, without cost or charge to Seller, insure same for the benefit of the Seller in the amount of the total purchase price, and repair and make good any damages which may occur to said display/sign and property furnished therewith, ordinary wear and tear only excepted; also during the purchase installment period Buyer will save, protect and indemnify said Seller from any and all claims made, and any and all damages or loss whatsoever, sustained or claimed to be sustained by any person, firm or corporation whoever shall claim damages or loss, from, by, or due to the use, operation or maintenance of said sign by Buyer, or any part thereof, or the effect of the elements or any other cause whatsoever on said sign, or any parts thereof, either whole or in part. In the event of a non-payment of the installments at the times specified, or of the sale, encumbrance or removal or abandonment of said property or moving away from the premises where said sign has been erected, without the written consent of the Seller or any other breach of Buyer's obligations hereunder, any and all right to possession of said property in the Buyer shall be thereby terminated and the Seller shall have the right to immediately take possession of the same wherever located, and shall have the right to enter upon the land or in any building or parts thereof for the removal of the said sign/display and shall have full power, authority, and right to do and perform any act or thing necessary for the taking and removing of said display/sign property with or without process of law and any and all claims arising or claimed to arise because of the taking, removing and retaining of said property by the Seller are hereby waived and released by Buyer, and Buyer hereby covenants and agrees to save and keep the Seller free and harmless from any and all such claims and damage, and the Seller shall be entitled to retain said property, and all payments made hereon, for its cost and expenses and as liquidated damages by the Buyer under this Agreement and said Buyer hereby releases any and all right to this display/sign.

8. COST OF ELECTRICITY: REINFORCEMENT OF BUILDING: PHYSICAL CONDITIONS: Buyer shall be responsible for and pay all electricity used by display, all necessary reinforcements to the building on which display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions or underground obstructions.

9. DELIVERY AND PERFORMANCE: Seller shall perform its obligation with due diligence but shall not be considered responsible for delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations and other causes beyond its reasonable control.

10. PERMITS, LICENSES, FEES AND TAXES: Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, or from any other entity, and for all private or public permissions necessary for the maintenance, use and existence of the Display. Seller shall obtain and pay for (as Buyer's agent) permits and licenses from public authorities for initial installation of the Display. Seller shall not be obligated to commence construction of Display until public permits have been issued. If public permits are denied, after reasonable effort by both parties and/or Seller, then this Agreement shall terminate without liability to either party. Buyer will be responsible for see that public and private permits, once issued, shall not be revoked. Buyer shall pay all State, Federal and local taxes and permit fees with respect to Display.

11. DEFAULT: Buyer shall be in default if it fails to perform any of its obligations under this Agreement or any companion maintenance Agreement relating to Display (which is hereby incorporated) between the parties hereto, or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes any assignment for the benefit of creditors. In the event Seller is herein required to or deems it necessary to file suit hereunder the Buyer shall also be liable to reimburse Seller for the fair and reasonable amount of attorney's fees and costs of suit incurred by reason of Buyer's default.

12. SALE OF SELLER: The Buyer acknowledges that this contract may be sold and assigned by Seller and agrees that Buyer will not setup against any said assignee of this Contract any claim or defense which Buyer may have against the Seller.

13. TRANSFER OF AGREEMENT: This Agreement shall be binding upon the respective successors (subject to Article 12 herein) and assigns of the parties. However, the interest of Buyer shall be transferable only with prior written consent of the Seller.

14. DELINQUENT PAYMENTS: Interest will be charged on past due payments of principal at the highest rate permitted by Illinois Law.

15. INSURANCE: Until fully paid for the Buyer shall insure display/sign for benefit of Seller against loss by fire or other casualty, and furnish Seller with evidence of such insurance on demand. The amount of insurance shall be the original purchase price under this Agreement.

16. WARRANTY: Seller warrants to Buyer that Display (excluding lamps and accessories as to which the Seller makes no warranty, but which may be covered by manufacturer warranty) at the time of installation will be free from defects of material and workmanship, and will be in accordance with SPECIFICATIONS which are listed on the top of this Agreement. Seller's sole obligation under this warranty is limited to either, (at Seller's option), repairing or furnishing a replacement of Display or the parts thereof, which are determined not to conform with the SPECIFICATIONS and Buyer's exclusive remedy for breach of this warranty will be enforcement of such obligation of Seller. Any action for breach of any warranty must be commenced within one year after date of installation. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.

17. PATENTED ITEM: Buyer acknowledges and agrees that the Price Expander family of products are patented items and that the graphic panels for the Price Expander Deluxe are an integral part of its design and must be purchased from Grate Signs, Inc. Failure to abide by this provision could subject Buyer to a penalty of up to \$100 per day plus reasonable attorneys fees incurred in the enforcement of this provision.

18. WAIVER OF BREACH: Time and punctual performance of each provision are of the essence of this Agreement. No waiver by either party of any default shall constitute a waiver of any subsequent default.

19. SEVERABILITY CLAUSE: If any provision of this Agreement shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective, and is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid. The headings in this Agreement shall not affect in any way its meaning or interpretation.

I ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, EXECUTED BY BOTH THE BUYER AND THE SELLER.

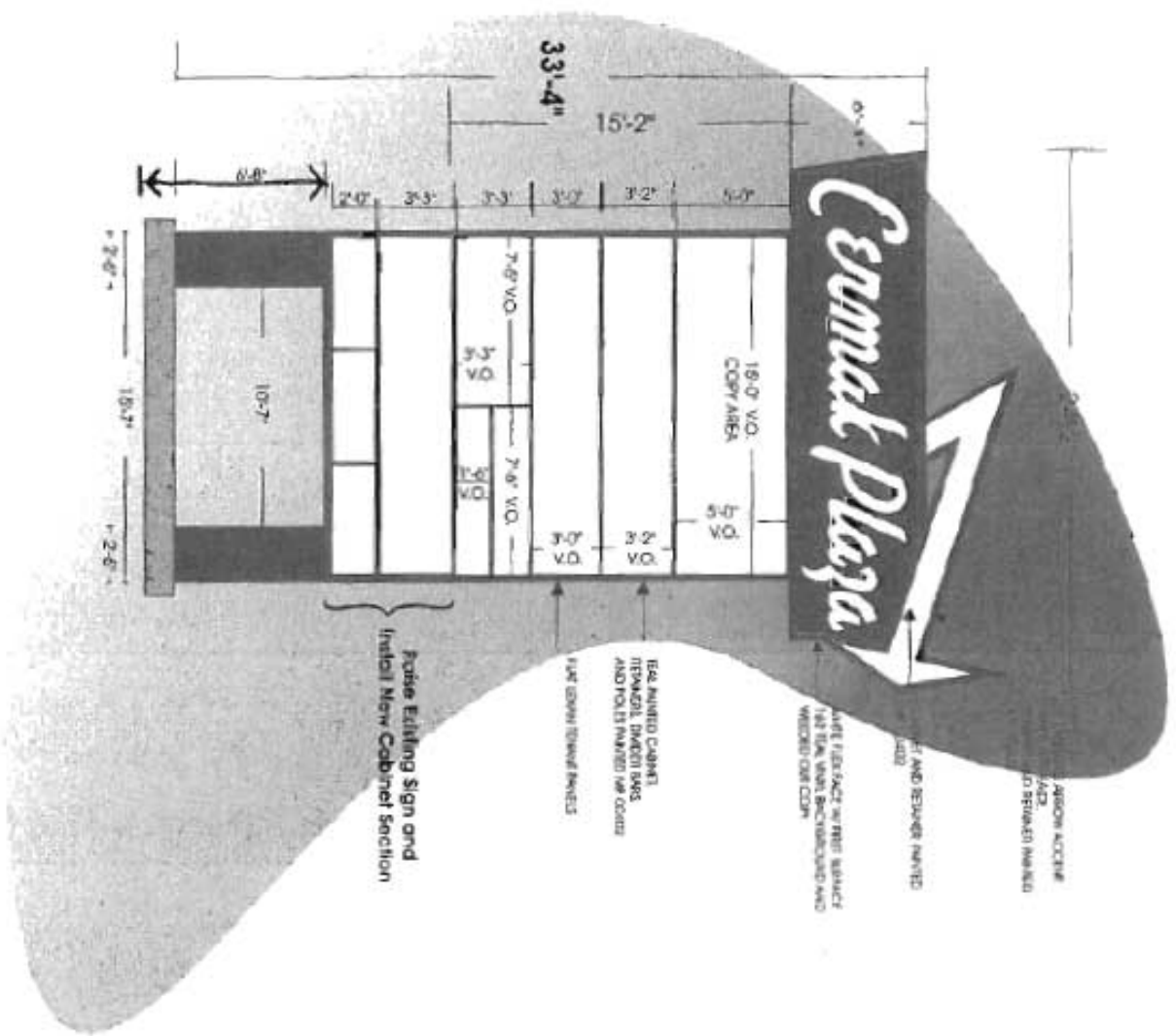
ACCEPTED:
GRATE SIGNS, INC.

BUYER
(Individually and as authorized agent for...)
LEAMAU / LATA ASSOCIATES LLC
TITLE AGENT DATE 4/2/2015

BY: _____
TITLE: _____ DATE: _____

GUARANTY: For value received I or we the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the forgoing Agreement, at the dates and for the purpose therein stated, and the performance of all other undertakings by Buyer as herein provided, including reasonable attorney's fees. The undersigned agrees that no notice of acceptance by Seller of this Guaranty shall be required of Seller.

Date _____ By _____ Guarantor



Client: Cermak Plaza
 Approved: _____
 Sales: GIL
 Scale: 3/16" = 1'
 Drawing by: JCS
 Date: 1-10-06
 Rev Date: 9-02-08
 Drawing # 06.00174W

All sign designs and concepts (drawings) are confidential and are the property of Grate Signs, Inc. They are not to be distributed, copied, or otherwise used without our written permission.
COMPUTER GENERATED COLORS ARE NOT A TRUE MATCH TO ANY PMS, VINTL, OR PAINT.
GRATE SIGNS
 01/04/2005





CONCEPT

03.12.2015