

Berwyn City Council

Regular Meeting
October 22, 2013

Agenda

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.

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Berwyn City Council
Regular Meeting – October 22, 2013
Agenda

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THOMAS J. PAVLIK, CITY CLERK

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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
OCTOBER 8, 2013

1. In the absence of Mayor Lovero, the regular meeting of the Berwyn City Council was called to order by Clerk Pavlik at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto. Boyajian made a motion, seconded by Polashek, to excuse the Mayor, who gave prior notice and to designate Alderman Chapman to the role of Chair. The motion carried by a unanimous roll call vote.
2. The Pledge of Allegiance was recited and a moment of silence was had for all the fallen servicemen and women, as well to as the men and women protecting our safety on the streets in Berwyn.
3. The Open Forum portion of the meeting was announced. Alderman Polashek announced the Flowers for Hope event at Violets Flower Shop on October 12, 2013. Alderman Chapman noted the Mayor is in Washington D.C. representing the WCMC as President and being sworn in by the U.S. Supreme Court as an attorney recognized by the Illinois Supreme Court. Alderman Laureto announced the Roosevelt Road Zombie Walk and Pub Crawl on October 26, 2013 at 6:45 p.m. Laureto also announced an 8th Ward Town Meeting on Thursday, October 24, 2013 at 7:00 p.m. at the Commodore Berry Post. Alderman Paul announced the March on Springfield for Marriage Equality, October 22, 2013. Alderman Fejt announced the monthly 4th Ward clean-up October 12, 2013 from 9:30 to 11:30 a.m.
4. The minutes of the Berwyn City Council and the Committee of the Whole meetings held September 24, 2013 were submitted. Thereafter, Avila made a motion, seconded by Boyajian, to concur and to approve the minutes as submitted. The motion carried by a voice vote.
5. The Mayor submitted a Proclamation congratulating Marlene Comella for receiving the Piper Award. Thereafter, Polashek made a motion, seconded by Laureto, to **adopt** the Proclamation as presented and proclaim November 2, 2013 as Marlene Comella Day in Berwyn. The motion carried by a voice vote. The Chair recognized Marlene Comella and presented the Proclamation.
6. The Mayor submitted a Proclamation proclaiming October 9, 2013, as "International Walk to School Day" in Berwyn, and encourages everyone to consider the safety and health of children today and every day. Thereafter,

BERWYN CITY COUNCIL MINUTES

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Avila made a motion, seconded by Laureto, to **adopt** the Proclamation as presented. The motion carried by a voice vote. Thereafter, the Chair recognized representatives from School Districts and presented the Proclamation.

7. The Zoning Board of Appeals submitted a communication and ordinance entitled:

AN ORDINANCE APPROVING VARIATIONS RELATED TO CONSTRUCTION OF A DETACHED GARAGE ON PROPERTY IN THE A-1 SINGLE-FAMILY ZONING DISTRICT AT 3809-11 S. GUNDERSON, BERWYN, ILLINOIS

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

8. Alderman Laureto submitted a communication regarding Roosevelt Road Business Association Zombie Walk. Thereafter, Laureto made a motion, seconded by Avila, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
9. Alderman Laureto submitted a communication regarding a Wayfaring Sign for the Berwyn Historical Society. Thereafter, Laureto made a motion, seconded by Avila to concur, approve cost of design and installation and refer to Public Works and the Traffic Engineer. The motion carried by a unanimous roll call vote.
10. Berwyn Historic Preservation Commission submitted a communication regarding the nomination of 2532 Wesley Avenue as a Historic Landmark. Thereafter, Paul made a motion, seconded by Laureto, to concur, approved as submitted and refer to the Law Department to draft ordinance. The motion carried by a voice vote.
11. Police Chief Ritz submitted a communication regarding a request to promote the next eligible lieutenant candidate and sergeant candidate to fill a vacancy. Thereafter, Avila made a motion, seconded by Polashek, to concur and grant permission. The motion carried by voice vote.
12. Police Chief Ritz submitted a communication regarding The Reciprocal Reporting System Agreement. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a unanimous roll call vote.

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13. The Public Works Director submitted a communication regarding recommendation to award bid for the Cost Shared Sidewalk program. Thereafter, Boyajian made a motion, seconded by Laureto, to concur and award to Suburban Concrete in an amount not to exceed \$160,755. The motion carried by a unanimous roll call vote.
14. Police Commander Santangelo submitted a communication regarding the request to purchase two used vehicles for undercover use. Thereafter, Avila made a motion, seconded by Laureto, to concur, waive the sealed bid process and approve for payment in an amount not to exceed \$40,268.60. The motion carried by the following call of the roll; Yea: Chapman, Boyajian, Santoy, Polashek, Avila and Laureto. Nay: Paul and Fejt.
15. The Assistant City Administrator submitted a communication regarding the Holiday Decoration RFP & Bid Award. The Chair recognized Evan Summers, Assistant City Administrator, who reviewed same. Thereafter, Santoy made a motion, seconded by Laureto, to concur and award to Arte Verde's in an amount not to exceed \$18,314.66. The motion carried by a unanimous roll call vote.
16. The Assistant City Administrator submitted a communication regarding Issuance of License Plate Recognition System RFP. The Chair recognized Evan Summers, Assistant City Administrator, who reviewed same. Thereafter, Laureto made a motion, seconded by Boyajian, to concur and award to Aviro RMS Group in an amount not to exceed \$57,545. The motion carried a unanimous roll call vote.
17. The Finance Director submitted a communication and an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,800,000 FOR THE PURPOSE OF REFUNDING A PORTION OF THE CITY'S OUTSTANDING BONDS AND PAYING FOR THE COSTS OF CERTAIN CAPITAL PROJECTS AND COSTS RELATED THERETO AND TO THE ISSUANCE OF SUCH BONDS, AUTHORIZING THE EXECUTION OF A BOND ORDER, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

The Chair recognized Dave Jelonek, Finance Director and Dan Denys of Austin Meade who reviewed same. Thereafter, Avila made a motion, seconded by Laureto, to concur, **adopt** the ordinance and authorize the corporate authorities to affix their signatures thereto. The motion carried by

BERWYN CITY COUNCIL MINUTES

October 8, 2013

roll call vote. Yea: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto. Nay: Fejt

18. The Finance Director submitted a communication and an ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS (TAXABLE), SERIES 2013B, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$31,000,000 FOR THE PURPOSE OF FUNDING A PORTION OF THE UNFUNDED ACCRUED ACTUARIAL LIABILITIES OF THE POLICE PENSION FUND AND THE FIREFIGHTERS PENSION FUND AND COSTS RELATED THERETO AND TO THE ISSUANCE OF SUCH BONDS AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

The Chair recognized Dave Jelonek, Finance Director and Dan Denys of Austin Meade, who reviewed same. Thereafter, Avila made a motion, seconded by Laureto, to excuse Fejt and Laureto from vote. The motion carried by a voice vote. Avila made a motion, seconded by Polashek, to concur, **adopt** the ordinance and authorize the corporate authorities to affix their signatures thereto. The motion carried by a roll call vote. Yea: Chapman, Boyajian, Santoy, Polashek and Avila. Nay: Paul. Excused: Fejt and Laureto.

19. A motion by Fejt, seconded by Laureto, to suspend the rules and bring item M-9 forward from consent agenda. The motion carried by a voice vote. M-9 is a request from the English Cicero Christian Congregation of Jehovah's Witnesses regarding community service at various corners in Berwyn from October 14 through December 21, 2013. Thereafter, Paul made a motion, seconded by Fejt, to limit to one week from October 13 thru 19. The motion was defeated by following call of the roll. Yea: Boyajian, Paul and Fejt. Nay: Chapman, Santoy, Polashek, Avila and Laureto.

The consent agenda Items M-1 through M-8 were submitted:

- M-1 Budget Chair-Payroll-9/25/13 \$996,923.11
- M-2 Budget Chair-payables-10/8/13 \$1,199,051.81
- M-3 Collection and Business Licenses for September, 2013
- M-4 Building & Local Improvement Permits for September, 2013
- M-5 North Berwyn Park District- Fall Fest 10/26/13
- M-6 Handicap Sign #847 - M. Johnson-**Denied**
- M-7 Handicap Sign #850 - V. Ho - 1832 Cuyler- **Denied**
- M-8 Berwyn Park District-Request to Partner in 30th Anniversary of Vietnam War Moving Wall Memorial 8/7/14-8/11/14

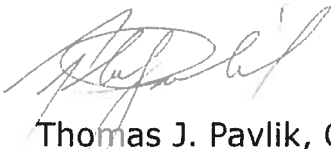
BERWYN CITY COUNCIL MINUTES

October 8, 2013

Thereafter, Avila made a motion, seconded by Laureto, to concur and approve the consent agenda, including M-9, by omnibus vote designation. The motion carried by a voice vote, with Paul and Fejt voicing a contrary nay.

20. Alderman Polashek announced a Recreation Committee meeting, as previously called, for Monday November 18, 2013, at 5:30 p.m. at City Hall, 6700 W. 26th Street, 2nd floor conference room.
21. Alderman Boyajian announced a Public Works Committee meeting, as previously called, for Wednesday October 16, 2013, at 5:00 p.m. at City Hall, 6700 W. 26th Street, 2nd floor conference room.
21. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Polashek, to adjourn at the hour of 9:00 p.m.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



October 22, 2013

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

Re: Garv Inn Loan Acquisition

Dear Mayor and Members of the City Council,

The Berwyn Development Corporation (BDC) is seeking permission to utilize the Commercial Loan pool line of credit in order to purchase the first position of Garv Inn's loan from Metro Bank.

The BDC will utilize \$240,000 of the commercial loan pool to buy the first position which insures our 2nd position. The loan was written in August of 2008 to cure code violations that enabled the business to remain operational. The building has been in foreclosure with Metro Bank since late 2011 but should be fully litigated in early November.

The move will preserve the loan program's position with the collateral. The BDC will then market to the property and use the proceeds of the sale to pay down the loan. Discussions with potential operators are on-going. The BDC is seeking City Council approval authorizing the Mayor to sign off all needed documents to execute the transaction.

Respectfully submitted for your consideration.


Anthony W. Griffin



October 22, 2013

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

Re: Land Acquisition

Dear Mayor and Members of the City Council,

Please see attached for a respective land acquisition Ordinance as it relates to Phase II of Berwyn Gateway Plaza.

Respectfully submitted for your consideration.

A handwritten signature in black ink, appearing to read "Anthony W. Griffin". The signature is stylized with a large, looped initial "A" and "G".

Anthony W. Griffin

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION

CITY OF BERWYN, a municipal corporation,)	
)	Case No. 13 L 50471
Plaintiff,)	
vs.)	
)	PARCEL: 325-022
ADALBERTO ABREGO, SR.; MARIA ELENA)	
GONZALEZ; WELLS FARGO BANK, N.A., as)	<u>FULL TAKING</u>
successor to WASHINGTON MUTUAL BANK,)	
N.A.; BANK OF AMERICA, N.A., as successor to)	
LASALLE BANK, N.A.; MARIA PAPPAS,)	Hon. Robert Lopez Cepero
TREASURER and COUNTY COLLECTOR OF)	
COOK COUNTY; DAVID ORR, COUNTY CLERK)	
OF COOK COUNTY; and UNKNOWN OWNERS,)	
)	
Defendants.)	

STIPULATED ORDER OF FINAL JUST COMPENSATION

Upon the application of the parties, the court being fully advised in the premises, enters this Order determining final just compensation in this cause, upon the agreement of the parties.

The Court finds:

1. The parties appear as follows:
 - a. The City of Berwyn is represented by Richard F. Friedman of Neal & Leroy, LLC.
 - b. Adalberto Abrego, Sr. and Maria Alana Gonzalez appear pro se. Said parties (the "Owners") are in title to the subject property.
 - c. Wells Fargo Bank, N.A. as successor to Washington Mutual Bank, N.A. appears by Paul D. Brask of Pierce & Associates, P.C.
 - d. Bank of America, N.A., as successor to LaSalle Bank, N.A. appears by Richard Jan Landau.
 - e. The Treasurer and Cook County Collector appear by Anita Alvarez, States Attorney of Cook County and William Motto, Assistant States Attorney.
2. Unknown owners have been properly served and have not appeared.
3. The subject property is described on Exhibit A.

4. Wells Fargo Bank, N.A. is the owner and holder of the indebtedness secured by a mortgage recorded March 4, 2004, as Document No. 0406446059 made by Adalberto Abrego, Sr. At October 31, 2013, the outstanding principal and interest is \$154,574.52.
5. Bank of America, N.A. is the owner and holder of indebtedness secured by a mortgage of the subject property recorded July 13, 2007 as Document No. 0719401273 made by Adalberto Abrego, Jr., and Adalberto Abrego, Sr. At November 1, 2013 the outstanding principal and interest is \$2,758.67.
6. The mortgages held by Bank of America, N.A. and Wells Fargo Bank, N.A. are collectively referred to as the "Secured Indebtedness."
7. The City of Berwyn submitted its appraisal of the subject property to the court and to the parties. The City of Berwyn's appraisal report prepared by John H. Urubek, MAI, of Realty Value Consultants, Inc., indicates that the subject property has a fair cash market value of \$112,000 as of March 28, 2013. No other party submitted an appraisal.
8. The City of Berwyn advised the court that it determined to pay just compensation for the subject property in an amount in excess of the appraised fair cash market value in order to pay the principal amounts and accrued interest of the Secured Indebtedness.
9. Wells Fargo Bank, N.A. and Bank of America, N.A. (collectively, the "Secured Lenders") advised the court that there are no defaults with respect to the Secured Indebtedness. The Owners advised the court that, to the best of their knowledge, they have made all required payments with respect to the Secured Indebtedness.
10. The Secured Lenders advised the court that they waive all costs, fees, expenses and reimbursements that might otherwise be due under the Secured Indebtedness, except with respect to outstanding principal and accrued interest to October 17, 2013.
11. For ease of calculation, the Secured Lenders agreed to forego interest on their loans accruing after October 17, 2013, provided that the City of Berwyn deposits the award of final just compensation by November 15, 2013.
12. Wells Fargo Bank, N.A. holds an escrow account established to pay real estate taxes with respect to the subject property (the "Tax Escrow Account").
13. The Owners and the City of Berwyn agree that the amount to be paid with respect to replacement housing payment costs pursuant to Section 10-5-62 of the Eminent Domain Ac, 735 ILCS 30/10-5-62 is \$54,626.00 (the "Replacement Housing Payment"). The Owners and the City of Berwyn further agree that the Replacement Housing Payment shall be distributed as follows, subject to adjustment in accordance with bills to be submitted to Berwyn by the Owners:

To be paid to the credit card companies to pay unsecured creditors of the Owners	\$ 27,225.36
--	--------------

To be paid as partial payment toward the
Owner's purchase of replacement housing \$27,400.64

Total \$54,626.00

Based upon the findings heretofore recited and the agreements and representations of the parties:

IT IS ORDERED:

1. Unknown owners are found to be in default and are hereby defaulted.
2. The final just compensation to be paid by the City of Berwyn for the fee simple interest and the subject property described on Exhibit A is \$157,333.19 ("Final Just Compensation Award").
3. The City of Berwyn shall pay interest with respect to the Final Just Compensation after November 15, 2013 if the Final Just Compensation Award is not deposited on or prior to that date.

4. The Final Just Compensation Award is apportioned as follows:

Wells Fargo Bank, N.A.	\$ 154,574.52
Bank of America, N.A.	\$ 2,758.67
<u>Owners</u>	<u>\$ 0</u>
Total	\$ 157,333.19

Said amounts are in full payment and satisfaction of the Secured Indebtedness.

5. If there are outstanding amounts due and unpaid for real estate taxes with respect to the subject property, said amounts shall be paid by Wells Fargo Bank, N.A. from the portion of the Final Just Compensation Award to be distributed to it. Wells Fargo Bank, N.A. may reimburse itself for said amount from the Tax Escrow Account. Wells Fargo shall refund to the Owners the remainder on deposit in the Tax Escrow Account.

6. The Final Just Compensation Award, when deposited with the Cook County Treasurer, shall be full payment of the Secured Indebtedness. No additional payment shall be due from the Owners. Well Fargo, N.A. and Bank of American, N.A. shall execute a release of their respective indebtedness.

.7. On the date the City of Berwyn deposits the Final Just Compensation Award, title to the subject property shall vest in the City of Berwyn.

8. The Owners may, but are not required, to, remain in possession of the subject property until January 15, 2014. The Owners must vacate the subject property on or before such date. The Owners may occupy the subject property without the payment of rent, but shall be responsible for payment of all utilities.

After Jan 15, 2014, Owners shall pay Berwyn rent \$750/month which will be refunded to Owners

if they vacate no later than March 15, 2014.

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9. In addition to the Final Just Compensation Award, the City of Berwyn shall pay the sum of \$54,626.00 on behalf of the Owners jointly as the Replacement Housing Payment to which they are entitled pursuant to Section 10-5-62 of the Eminent Domain Act, 735 ILCS 30/10-5-62. The Replacement Housing Payment is in addition to the Final Just Compensation Award and is to be paid to third parties on behalf of and for the benefit of the Owners and not deposited with the Treasurer of Cook County. The City of Berwyn shall pay the Replacement Housing Payment substantially in accordance with the regulations of the United States Department of Housing and Urban Development promulgated pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 for the benefit and on behalf of the Owners, but not directly to the Owners. The Replacement Housing Payment shall be paid as follows:

a. Payment by Berwyn directly to credit card companies to assist the owners to qualify for a mortgage loan for replacement housing. The payment shall be in the approximate amount of \$27,225.36 (subject to the credit card statement amounts) and shall be paid within fourteen days of the Owners' furnishing the credit card statements to Berwyn. The payment shall be made in a single payment to Ryan & Ryan who shall act as escrow trustee for the owners for the payment of the credit card balances.

b. The remainder of the Replacement Housing Payment shall be made for the closing, and subject to such closing, of the Owners' purchase of replacement housing. The remainder of the Replacement Housing Payment shall be paid not later than November 15, 2013 to Berwyn's attorneys Neal & Leroy, LLC, to be held in escrow to be disbursed when the Owners close on the purchase of replacement housing. The Owners shall receive the remainder of the Replacement Housing Payment upon the purchase of any replacement housing of any kind for any amount.

c. In addition to the Replacement Housing Payment, Berwyn shall pay for the Owners' relocation (moving) costs pursuant to Section 10-5-62 of the Eminent Domain Act.

ENTERED:

Judge Robert Lopez Cepero
Hon. Robert Lopez Cepero

OCT 17 2013

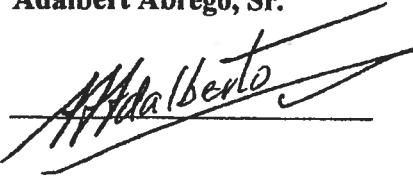
Circuit Court - 1627

Richard F. Friedman
Neal & Leroy, L.L.C.
203 North LaSalle Street, Suite 2300
Chicago, Illinois 60602
(312) 641-7144
Attorney No. 41560

Parties' signatures appear on the following pages and may be made in counterparts.

AGREED:

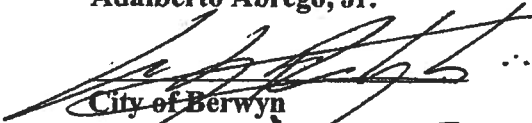
Adalbert Abrego, Sr.



Maria Alana Gonzalez




Adalberto Abrego, Jr.


City of Berwyn

By: 

Its: attorney

Wells Fargo Bank, N.A.

By: 
Its: Attorney in Person

Bank of America, N.A.

By: _____
Its: _____

AGREED:

Adalbert Abrego, Sr.

Maria Alana Gonzalcz

Adalberto Abrego, Jr.

City of Berwyn

By: _____
Its: _____

Wells Fargo Bank, N.A.

By: _____
Its: _____

Bank of America, N.A.

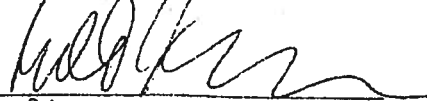
By: 
Its: Attorney

EXHIBIT A

INTEREST TO BE ACQUIRED: Fee Simple

P.I.N.: 16-19-325-022-0000

COMMON ADDRESS: 2136 Wisconsin Avenue, Berwyn, Illinois 60402

LEGAL DESCRIPTION: Lot 415 in Berwyn Gardens, A Subdivision in the South ½ of the Southwest ¼ of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

OWNERS: Adalberto Abrego, Sr. and Maria Elena Gonzalez

OTHER PERSONS HAVING

OR CLAIMING AN INTEREST: Mortgage recorded March 4, 2004 as Document No. 0406446059 made by Adalberto Abrego (unmarried) to Washington Mutual bank FA to secure an indebtedness in the amount of \$187,500.00, assignment of mortgage to Wells Fargo Bank NA recorded March 20, 2007 as document 0707904, mortgage recorded July 13, 2007 as document no. 0719401273 made by Adalberto Abrego, Jr. (unmarried) and Adalberto Abrego, Sr. (unmarried) to LaSalle Bank NA to secure an indebtedness in the amount of \$13,000, Maria Pappas, David Orr and Unknown Owners.

THE CITY OF BERWYN
THE CITY OF BERWYN, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
PROPERTY KNOWN AS 2136 SOUTH WISCONSIN AVENUE**

ROBERT J. LOVERO, Mayor
THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
ROBERT W. FEJT
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn, Illinois
on October 22, 2013**

Ordinance Authorizing the Acquisition of Property at 2136 South Wisconsin Avenue and Approving the Final Order Providing for the Payment of Compensation Therefor for the Implementation of the Harlem Tax Increment Financing District

WHEREAS, On July 26, 2011, the City Council of the City of Berwyn (the “City”) adopted Ordinance Nos. 11-26, 11-27 and 11-28 approving a Tax Increment Redevelopment Plan and Project for the Harlem Tax Increment Financing Project Area (the “Project”) pursuant to the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74. et seq.; and

WHEREAS, on March 26, 2013, the City Council of the City (the “City Council”) by Ordinance No. 13-08 selected, located and designated the real property commonly known as 2136 Wisconsin Avenue, Berwyn, Illinois (the “Subject Property”), as a site to be acquired through purchase or the power of eminent domain in furtherance of the Harlem Tax Increment Financing Project Area; and

WHEREAS, the City was unable to negotiate a purchase of the Subject Property for the Project and accordingly filed an eminent domain action in the Circuit Court of Cook County, entitled City of Berwyn v. Abrego, 13 L 50471, to acquire the Subject Property; and

WHEREAS, the court entered an order of final just compensation providing for the terms of the acquisition by the City of the Subject Property, which order (the “Final Order”) has been approved by all of the parties and has been submitted to the City Council, which Final Order is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, in the Final Order, the court directed the City to pay just compensation in the amount of \$157,333.19 and pursuant Section 10-5-62 of the Eminent Domain Act a Replacement Housing Payment of 54,626.00 and moving costs; and

WHEREAS, the City Council deems it in the best interests of the City and Project to proceed with the acquisition of the Subject Property;

NOW, THEREFORE, be it ordained by the City Council of the City of Berwyn, Cook County, Illinois as follows:

Section 1. The City Council adopts the findings, definitions and determinations set forth in the preamble hereto as though fully set forth herein.

Section 2. It is necessary, desirable and in the best interest of the City for the City to acquire the Subject Property, in partial fulfillment of the Harlem Tax Increment Financing Project and Plan.

Section 3. The City Council approves the Final Order and the City’s payment of the amounts set forth therein.

Section 4. This ordinance shall be in full force and effect immediately upon its passage by the City Council as provided by law.

ADOPTED this ____ day of _____, 2013 pursuant to a roll call vote as follows:

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

[SIGNATURES TO FOLLOW]

APPROVED by the Mayor on _____, 2013

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK



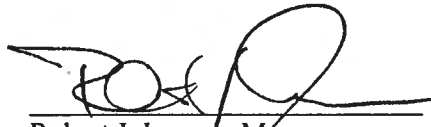
A Century of Progress with Pride

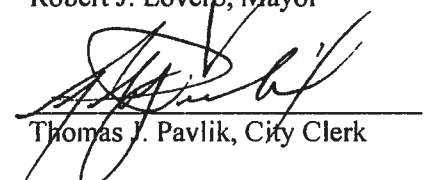
RESOLUTION

- Whereas, Mary Chillman Kerke was born to Polish immigrants and raised in Chicago's Back of the Yards neighborhood; and
- Whereas, Mary participated in the Polish Falcons youth organization, graduated from St. Joseph School (South Hermitage), and was a member of the first graduating class of Gage Park High School; and
- Whereas, Mary married the late Joseph T. Kerke and moved to the City of Berwyn where they raised three sons and a daughter: Joseph (Hattie), a retired high school chemistry teacher and former lieutenant colonel in the U.S. Marine Corps Reserve; John (Mary Jo), former Chicago Tribune copy editor; and Cindi, a self-employed caregiver; and
- Whereas, Mary is a former den mother of Den 6, Pack 63 and member of the Scout Parents Club (Pack 63, Troop 63, and Post 63) at St. Mary of Celle; and
- Whereas, Mary was a precinct election judge in the 8th Ward for over thirty years; and
- Whereas, Mary is a 55 year resident of Berwyn and also a 55 year parishioner of St. Mary of Celle Parish; and
- Whereas, Mary is a World War II veteran of the U.S. Marine Corps Women's Reserve, and she entered service with the Chicago Platoon and completed recruit training at Camp Lejeune, North Carolina, and she was assigned to Aviation Women's Reserve Squadron-20 at Brown Field, Marine Corps Air station, Quantico, Virginia as an aviation machinist repairing the F4U Corsair fighter, and she completed her service at Henderson Hall, Arlington Virginia as a corporal; and
- Whereas, Mary is a member of the American Legion's Commodore Barry Post 256, Berwyn; and
- Whereas, Mary is the grandmother of Katie (Rousonellos), Adam, Joseph (Alyssa), and Matthew, and aunt to many nieces and nephews.
- Therefore, I, Mayor Robert J. Lovero, and the Aldermen of the City of Berwyn would like to extend our appreciation of all that Mary Chillman Kerke has done for her country and community and congratulate her on reaching the milestone of turning 90 and hereby proclaim October 31, 2013 as Mary Chillman Kerke Day within the City of Berwyn.

Dated this 22nd day of October 2013.




Robert J. Lovero, Mayor


Thomas J. Pavlik, City Clerk



A Century of Progress with Pride

Resolution

WHEREAS, Boy Scout Troop 32 was founded within the City of Berwyn in 1938; and

WHEREAS, Boy Scout Troop 32 has brought forth sixty-five Eagle Scouts that have continuously given back to their community; and

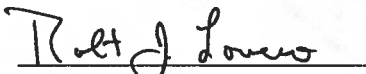
WHEREAS, Boy Scout Troop 32 is still working hard in the City of Berwyn with three Eagle Scout projects currently be done in addition to ten projects already completed over the past two years; and

WHEREAS, Boy Scout Troop 32 has seen some of its scout leaders go to war including a Scout Master and Assistant Scout Master who served in World War II; and

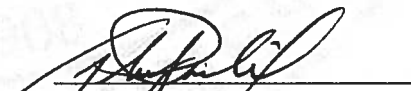
WHEREAS, the City of Berwyn would like to recognize Boy Scout Troop 32 on their 75th anniversary for their commitment to mentoring young men to become great leaders;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert J. Lovero and the Aldermen of the City of Berwyn, together with the citizens of Berwyn congratulate Boy Scout Troop 32 on their 75th anniversary and hope to see them continue to serve our community proudly for years to come.

Entered upon the records of the City of Berwyn this 22nd day of October 2013.


Robert J. Lovero
Mayor




Thomas J. Pavlik
City Clerk



City of Berwyn Police and Fire Commission
 Carl Reina, Chairman
 Rick Toman, Commissioner
 Gilbert Pena, Commissioner
 Tony J. Laureto, Secretary



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 BERWYN, IL. 60402
www.berwyn-il.gov



City of Berwyn
The City of Homes

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

Date: 10/15/2013
 RE: Promotion of Police Officer Michael Ochsner

At the request of Chief Jim Ritz, Michael Ochsnerl as the next candidate on the Lieutenant's eligibility list, be promoted to the rank of Lieutenant
 The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of Michael Ochsner to the rank of Lieutenant in the Berwyn Police Department and are sworn in at the Berwyn Council meeting on 10/22/2013 with the effective start date of 10/23/2013.

The Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman, Commissioner

Gilbert Pena, Commissioner

Tony J. Laureto, Secretary



City of Berwyn Police and Fire Commission
 Carl Reina, Chairman
 Rick Toman, Commissioner
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City of Berwyn
The City of Homes

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

Date: 10/15/2013
 RE: Promotion of Police Officer Joseph Santangelo

At the request of Chief Jim Ritz, Joseph Santenangelo as the next candidate on the Lieutenant's eligibility list, be promoted to the rank of Lieutenant. The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of Joseph Santangelo to the rank of Lieutenant in the Berwyn Police Department and are sworn in at the Berwyn Council meeting on 10/22/2013 with the effective start date of 10/23/2013.

The Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman, Commissioner

Gilbert Pena, Commissioner

Tony J. Laureto, Secretary



City of Berwyn Police and Fire Commission
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City of Berwyn
The City of Homes

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

Date: 10/15/2013
 RE: Promotion of Police Officer Joseph Green

At the request of Chief Jim Ritz, Joseph Green as the next candidate on the Sergeant's eligibility list, be promoted to the rank of Sergeant
 The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of Joseph Green to the rank of Sergeant in the Berwyn Police Department and are sworn in at the Berwyn Council meeting on 10/22/2013 with the effective start date of 10/23/2013.

The Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman, Commissioner

Gilbert Pena, Commissioner

Tony J. Laureto, Secretary



City of Berwyn Police and Fire Commission
 Carl Reina, Chairman
 Rick Toman, Commissioner
 Gilbert Pena, Commissioner
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City of Berwyn
The City of Homes

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

Date: 10/15/2013
 RE: Promotion of Police Officer James McDonnell

At the request of Chief Jim Ritz, James McDonnell as the next candidate on the Sergeant's eligibility list, be promoted to the rank of Sergeant
 The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of James McDonnell to the rank of Sergeant in the Berwyn Police Department and are sworn in at the Berwyn Council meeting on 10/22/2013 with the effective start date of 10/23/2013.

The Board of Police and Fire Commissioners

- Carl Reina, Chairman
- Richard Toman, Commissioner
- Gilbert Pena, Commissioner
- Tony J. Laureto, Secretary

The City of Berwyn



Jeffrey G. Boyajian

2nd Ward Alderman

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Public Works Committee Meeting Minutes

October 16, 2013

Called Meeting to order at 5:05 p.m.

Members Present: Alderman Chapman, Alderman Paul, Alderman Boyajian (chair)

Guests Present: Alderman Bob Fejt, T.E. Nicole Campbell, P.W. Director Bob Schiller

Meeting was called to order and the first item discussed was the tree survey that the City put out to bid, and where we stand. P.W. Director Schiller explained that the tree survey is being conducted and we should know by the end of the year or the beginning of next. They will be surveying all of the City's parkway trees, they are checking for tree size, condition of tree, and type of tree. We needed to do tree survey to assist us in receiving a grant for ash tree removal. Director Schiller is estimating that we have approximately 1500-2000 ash trees scattered throughout the city. Just in his travels he has noticed 103 dead ash trees in the 8 wards. Ash trees were planted in place of elm trees a couple of decades ago.

The next item on the agenda covered tree trimming. Alderman Paul said she had a discussion with one of her residents who heard that residents would be required to trim parkway trees. P.W. Director Schiller said that was not true, and that the city will continue to trim parkway trees. Director Schiller told us there are approximately 400 trees on the trimming list. Director Schiller and group discussed the need for a tree trimming policy to put the entire city on a cycle of 5-10 years for trimming of trees.

Group discussed need for a sewer retention ordinance for parking lots. Director Schiller informed us that the MWRDGC just finished a storm water retention ordinance which is about 208 pages long that once what the MWRDGC requires is addressed, we would take time to develop one of our own.

Group then discussed alley replacement and repaving. Director Schiller said the cost to do 1 alley in each ward would cost the city \$1,000,000. An alley on average cost about \$125,000

dollars. What brought this to light was a group of residents who petitioned the Alderman to have their alley replaced. During this discussion it was discussed about having special service areas for alley replacement, which, if a block would want their alley replaced, it would be placed on their tax bill for an undetermined amount of years to spread the cost out for the residents. Further discussion is needed on this topic, before any resolution is considered.

Group discussed yearly salt allotment, Director Schiller informed us that we have 3700 tons on order to be delivered when necessary, and we have approximately 1200-1300 tons in storage at this time in our salt building.

Next items that were discussed were referral removal from referral list. Below is the item number and topic each covered, and the recommendation of what should be done with each.

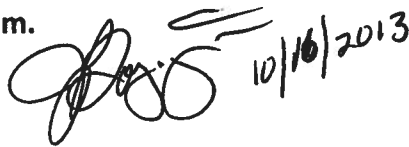
Referral #10 dated October 23, 2012, covering Electronic Disposal Hour Extension: group voted to have referral removed.

Referral #11 dated January 22, 2008, covering 16th Street Traffic and Parking Observations and Recommendations: group voted to have referral removed.

Referral #16 dated January 8, 2008, covering Snow/Street Cleaning: group voted to have referral removed.

Referral #26 dated March 7, 2007, covering Proposed Changes to the Emergency Snow Route: group voted to have referral removed.

Meeting was adjourned at 6:10 p.m.

A handwritten signature in black ink, followed by the date "10/16/2013". The signature is stylized and appears to be "J. Schiller".

The City of Berwyn



Robert J. Lovero
Mayor

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www.berwyn-il.gov

Jeffrey Boyajian
2nd Ward Alderman

Date: 10/16/2013

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

Ladies and Gentlemen:

A meeting of the Public Works Committee was held
on 10/16/2013 at Berwyn City Hall

Those in attendance were: Alderman Boyajian, Alderman Chapman, Alderman Paul, Alderman Fejt, PW Director Schiller, T.E. Campbell


The matter discussed was referral item #10 dated October 23rd, 2012 in regards to: Electronic Disposal Hour Extension.

It is the recommendation of the committee that: It be removed from the referral list.

Voting Aye: Paul, Chapman, Boyajian

Voting Nay: None

Adjourned: @6:10 P.M.



Jeffrey Boyajian - Chairman
Nona Chapman-Member
Margaret Paul-Member



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Jeffrey Boyajian
2nd Ward Alderman

Date: 10/16/2013

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

Ladies and Gentlemen:

A meeting of the Public Works Committee was held
on October 16 2013 at Berwyn City Hall @ 5:05 pm

Those in attendance were: Ald. Boyajian, Ald. Chapman, Ald. Paul, Ald. Fejtó
P.W. Director Schiller, T.E. Nicole Campbell

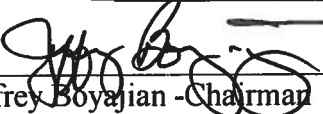
The matter discussed was referral item # 11 dated Jan 22 2008 in regards to:
16th ST. Traffic & Parking observations and recommendations

It is the recommendation of the committee that: this item has been completed
and removed from referral list.

Voting Aye Ald. Boyajian, Ald. Chapman, Ald. Paul

Voting Nay: NONE

Adjourned: 6:10 PM


Jeffrey Boyajian - Chairman
Nona Chapman - Member
Margaret Paul - Member



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Jeffrey Boyajian
2nd Ward Alderman

Date: 10/16/2013

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

Ladies and Gentlemen:

A meeting of the Public Works Committee was held
on 10/16/2013 at Berwyn City Hall @ 5:05 PM

Those in attendance were: Ald. Boyajian, Ald. Chapman, Ald Paul, Ald Fejt,
P.W. Director Schiller, T.E. Nicole Campbell


The matter discussed was referral item # 16 dated Jan 8 2008 in regards to:
SNOW / STREET CLEANING

It is the recommendation of the committee that: this item be removed from
referral list.

Voting Aye Ald Paul, Ald Chapman, Ald Boyajian

Voting Nay: NONE

Adjourned: 6:10 PM


Jeffrey Boyajian - Chairman
Nona Chapman - Member
Margaret Paul - Member



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Jeffrey Boyajian
2nd Ward Alderman

Date: 10/16/2013

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

Ladies and Gentlemen:

A meeting of the Public Works Committee was held
on 10/16/2013 at Berwyn City Hall @ 5:05 pm

Those in attendance were: _____


The matter discussed was referral item # 26 dated March 7 2007 in regards to:
Proposed Changes to Emergency Snow Route Procedures

It is the recommendation of the committee that: this item be removed from
referral list.

Voting Aye Ald. Chapman, Ald Paul, Ald Boyajian

Voting Nay: NONE

Adjourned: 6:10 P.M.



Jeffrey Boyajian - Chairman
Nona Chapman-Member
Margaret Paul-Member

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

Date: October 22, 2013

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

Re: Authorization to hire one Public Works Maintenance position.

Dear Mayor Lovero and members of the Berwyn City Council,

The Public Works Department is requesting authorization to advertise and hire one Public Works Maintenance position. This position is needed because of increasing service requests, water and sewer repairs and road patching as well as ongoing city maintenance activities.

This position was discussed in detail during the 2013 budget process and included in the current fiscal year Public Works budget. .

Recommended Actions;

I am requesting City Council to waive the hiring freeze and authorize the Public Works Department to advertise and hire one Public Works Maintenance position as previously discussed.

Respectfully,

Robert Schiller
Director of Public Works

The City of Berwyn




David M. Jelonek
Finance Director

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www.berwyn-il.gov

Date: October 16, 2013

To: Mayor Lovero and the City Council

From: David M. Jelonek 

Subject: Pitney Bowes SendSuite Software Lease

The lease for SendSuite software through Pitney Bowes is up for renewal. The City currently has two licenses for the water billing and police departments to use SendSuite which allows each department to send certified mail that will yield an Electronic Return Receipt without having to obtain, store, and mail letters with the green labels used by the United States Postal Service. Per our research, Pitney Bowes is the sole source provider of certified mail software.

The cost to the City currently for SendSuite is \$271 per month. The new lease that Pitney Bowes proposes will cost \$358 per month for 60 months and will allow for an unlimited amount of users, installation of the software on a server provided by the City, and processing at individual desktop computers. The feature of unlimited users will open this process up to all departments rather than burdening the two departments that currently use the software to send certified mail. Overall, the SendSuite software allows for City employees to process certified mail on-site and does not involve City personnel having to go to the post office to send the piece of mail out. Instead, the employee inputs information into the software and creates a cover letter with the return address, recipient address, and a certified barcode number. This cover letter and related documents will be mailed to the recipient where the barcode will appear in one of the windows in a double window envelope. Such a setup allows the City's employees to lookup directly in the software whether or not a letter was delivered and who signed for it based upon the barcode. All of this information will be filed electronically so that filing of hard copies is unnecessary. Based upon the information provided by Pitney Bowes, each 1oz. letter will cost the City approximately \$4.81 as opposed to \$6.11 using the traditional way of mailing certified letters through the United States Postal Service for a savings of \$1.30 per mailing.

Recommendation:

Staff recommends that the City Council waive the bidding procedures for SendSuite software based upon Pitney Bowes being a sole source provider for certified mail software and accept the lease described above for a 60-month duration at a cost of \$358 per month.



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

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

• MEMORANDUM •

TO: THE HONORABLE ROBERT J. LOVERO, MAYOR
THE HONORABLE CITY COUNCIL
THE HONORABLE THOMAS J. PAVLIK, CLERK

FROM: DEL GALDO LAW GROUP, LLC

DATE: OCTOBER 18, 2013

SUBJECT: PURCHASE AND SALE AGREEMENT: 6935 ROOSEVELT ROAD

An ordinance has been prepared for your consideration that would approve a purchase and sale agreement (the “Agreement”) with Hollis of Palos, LLC for the purchase of the vacant property located at 6935 Roosevelt Road. The Agreement also provides the City with the option to purchase an adjacent lot, which is currently used as the eastern portion of the Culver’s restaurant’s parking lot.

Both properties are located in the Roosevelt Road TIF District. The purchase price of the 6935 Roosevelt Road property is \$305,000. The purchase price for the optional parcel is \$120,000. The City will also be granted easement rights allowing access to and from the properties and Roosevelt Road.

Please contact James Vasselli at (312) 415-8277 if you have any questions about the Agreement or the draft Ordinance.

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

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL
PROPERTY LOCATED AT 6935 ROOSEVELT ROAD**

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

Nona Chapman
Jeffrey Boyajian
Margaret Paul
Robert Fejt
Cesar Santoy
Theodore Polashek
Rafael Avila
Nora Laureto
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on October 23, 2013.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 6935 ROOSEVELT ROAD

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

WHEREAS, to stimulate and induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, (the “TIF Act”), and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, the City has approved and subsequently amended a redevelopment project and plan (collectively, the “Redevelopment Plan”); designated a Redevelopment Project Area (as hereinafter defined); and adopted tax increment financing (“TIF”) for the Redevelopment Project Area (collectively, the “TIF Ordinances”); and

WHEREAS, the TIF Ordinances, among other things, established a Roosevelt Redevelopment Project Area in accordance with the TIF Act for certain areas of the City (the “Redevelopment Project Area”); and

WHEREAS, Hollis of Palos, LLC (the “Seller”) is the owner of that certain real property located at the address commonly known as 6935 Roosevelt Road Berwyn, Illinois 60402 together with the improvements thereon, and all such interests, easements, rights-of-way, and appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the “Property”); and

WHEREAS, the Property is located within the boundaries of the Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-4 of the TIF Act (65 ILCS 5/11-74.4-4), the City is authorized to acquire, own and convey land and other property, real or personal, or rights or interests therein, located within a redevelopment project area; and

WHEREAS, the City desires to acquire the Property and thereafter redevelop or market it for redevelopment consistent with the Redevelopment Plan; and

WHEREAS, there exists a certain Purchase and Sale Agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, setting forth the terms and conditions under which the Seller will sell the Property to the City; and

WHEREAS, the City’s acquisition of the Property will further the objectives of the Redevelopment Plan and will otherwise promote the health, safety and welfare of the City and its inhabitants by eradicating blight, encouraging private development, enhancing the local tax base and increasing employment opportunities; and

WHEREAS, based upon the foregoing, the City Mayor (the “Mayor”) and City Council have determined that it is in the best interests of the City and its residents to acquire ownership of the Property;

WHEREAS, based upon the foregoing, the Mayor and City Council have determined that it is necessary, advisable and in the best interests of the City to approve, execute and enter into an agreement with terms substantially the same as the Agreement; and

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

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

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to acquire the Property, and that so doing is in furtherance of the Redevelopment Plan and the goals and objectives set forth in the TIF Act.

Section 3. The Agreement is hereby approved.

Section 4. The City's legal counsel is hereby authorized to negotiate and undertake any and all actions on the part of the City to effectuate the City's acquisition of the Property, as set forth herein.

Section 5. The Mayor is hereby authorized to execute any and all documents required to complete the City's acquisition of the Property and to carry out the objectives set forth in this Ordinance. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

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

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

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

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 22nd

day of October, 2013 pursuant to a roll call vote, as follows:

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

APPROVED this 22nd day of October 2013.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A
Purchase and Sale Agreement

REAL ESTATE CONVEYANCE AGREEMENT

By and Between

Hollis of Palos, LLC

An Illinois Limited Liability Company,

Seller

and

City of Berwyn, Illinois

An Illinois Municipal Corporation,

Purchaser

Dated: October 23, 2013

THIS DRAFT FOR DISCUSSION PURPOSES ONLY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and effective as of the Effective Date (as hereinafter defined), by and between the City of Berwyn, an Illinois Municipal Corporation (“Purchaser”), and Hollis of Palos, LLC, an Illinois Limited Liability Company, (“Seller”). Seller and Purchaser may, for convenience, be referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, Seller is the owner of that certain real property located at the address commonly known as 6935 Roosevelt Road Berwyn, Illinois 60402 together with the improvements thereon, and all such interests, easements, rights-of-way, and appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the “Subject Property”) and which is legally described as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Purchaser desires to acquire the Subject Property; and

WHEREAS, Purchaser desires to acquire a call option to purchase the Option Property (as defined below) (which is legally described as set forth in Exhibit B and with Exhibit A, depicted in Exhibit C); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Subject Property in accordance with the terms and conditions set forth herein; and

WHEREAS, Seller is also the owner of a neighboring portion of real property; and

NOW, THEREFORE, incorporating the above Recitals with this reference and in consideration of Ten and No/100 U.S. Dollars (\$10.00), the mutual covenants and promises contained herein, the respective undertakings of the Parties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale; Purchase Price.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Subject Property. The purchase price of the Subject Property and the Option (as defined below) (the “Purchase Price”) shall be Three Hundred Five Thousand and 00/100 U.S. Dollars (\$305,000.00), plus or minus applicable prorations and closing costs. The Purchase Price shall be paid as follows:
 - A. **Earnest Money.** Within five (5) business days after the Effective Date (as hereinafter defined), Purchaser shall deposit, as earnest money, via wire transfer or certified check in the amount of Ten Thousand and 00/100 U.S. Dollars (\$10,000.00) (said earnest money together with any interest earned thereon (as applicable) being referred to herein as the “Earnest Money”) into

an escrow account pursuant to a standard form strict joint order Escrow Agreement (as hereinafter defined) to be entered into by the Parties with Chicago Title Insurance Company, or other mutually agreeable title insurance company duly authorized to do such business in the State of Illinois, as escrowee (the "Escrowee" or "Title Company"). At the expiration of the Inspection Period (as defined below) the Earnest Money shall become non-refundable, except (1) in the event of a Seller default, or (2) the Seller is, at that time, compliant with all then applicable covenants, conditions, representations, and warrants, but shall remain applicable to the Purchase Price. The Earnest Money may be invested upon the written direction of Purchaser and, except as specifically set forth herein to the contrary, all interest earned thereon shall accrue to the benefit of Purchaser. The Earnest Money shall be fully refundable to Purchaser in the event that Purchaser terminates the Agreement in writing pursuant to the terms of this Agreement prior to the expiration of the Inspection Period. In the event that Purchaser fails to perform under this Agreement after the expiration of the Inspection Period or otherwise (by act or omission) defaults on any obligation under this Agreement, the Earnest Money shall be deemed non-refundable and shall be immediately forfeited and directly paid to Seller in accordance with the terms of this Agreement as the sole remedy for such default. The Earnest Money shall be fully refundable to Purchaser at any time in event of Seller's default of this Agreement.

B. Cash Balance. The balance of the Purchase Price, plus or minus Purchaser's share of the closing costs, prorations and credits hereinafter provided for, shall be paid by Purchaser with a certified or cashier's check or by wire transfer at the Closing (as hereinafter defined).

2. Purchase and Sale Exhibit B Property Purchase Price. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Option Property. The purchase price of the Option shall be One Hundred Twenty Thousand U.S. Dollars (\$120,000.00), plus or minus applicable prorations and closing costs. Except as otherwise specifically set forth herein, the terms and conditions of this Agreement applicable to the sale and closing of the Subject Property shall apply to and govern the sale and closing of the Option Property.

3. Grant of Easements.

In consideration of the Purchaser's Purchase of the Subject Property, Seller hereby agrees to grant to Purchaser and Purchaser's successor in interest for the benefit of the Subject Property and the Option Property, nonexclusive appurtenant easements for vehicular and pedestrian access, ingress, and egress to and from Roosevelt Road over and across the Option Property and the aisles and driveways of the adjacent real property currently used as a Culver's restaurant site. The owners, occupants, licensees, or invitees of Purchaser shall be permitted to use the Option Property, if not purchased by the Purchaser, for vehicular parking. Purchaser's grant of easement is conditioned further upon an agreement by Purchaser and its successor and assigns to reimburse the Seller or its successor or assigns for

one half of all costs associated with the maintenance, snow removal and repair of that portion of the aisles and driveway adjacent to the Option Property that is encumbered by the appurtenant easement described herein, as depicted on the Plat of Easement.

4. **Closing.** The closing of the transaction contemplated by this Agreement for the Subject Property (the “Closing” or “Closing Date”) shall be held at the office of the Title Company not later than ten (10) calendar days after the later of (i) the expiration of the Inspection Period (as hereinafter defined); or (ii) the satisfaction of the Conditions Precedent to Closing, unless the Parties, by written, mutual agreement, agree to have the Closing on another date. If the scheduled Closing Date does not fall on a business day, the Closing Date shall be on the next business day thereafter. If the Closing does not occur on or before November 30, 2013, Purchaser shall have the right, in its sole and absolute discretion, to terminate this Agreement by giving written notice to the other Party, in which event, absent fault of Purchaser, the Earnest Money shall be returned to Purchaser, and each Party shall be released from further liability to the other, and this Agreement shall be deemed null and void and of no further effect. The transaction contemplated by this Agreement shall be closed by means of a Deed and Money “New York Style” Escrow (the “Closing Escrow”) to be opened with the Escrowee on or before the Closing Date. The Closing Escrow shall be in accordance with the general provisions of the usual form of Deed and Money “New York Style” Escrow Agreement (the “Escrow Agreement”) currently in effect and used by the Escrowee, with such special provisions inserted in the Escrow Agreement as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement, the Closing Escrow (or any additional or collateral escrows opened hereunder) and/or the Escrow Agreement, the terms of this Agreement shall in all instances control. Provided that the Conditions Precedent to Option Property Closing (as defined below) have been satisfied, the closing for the Option Property shall occur as specified by the Seller, but not more than five years from the anniversary date of the closing of the Subject Property.
5. **Conditions Precedent to the Closing on the Subject Property.** Purchaser’s obligation to close herein shall be contingent upon the following in addition to other matters set forth in this Agreement (collectively, the “Conditions Precedent to Closing”):
 - A. This Agreement not being previously terminated pursuant to its terms and conditions;
 - B. The Inspection Period having expired or been waived;
 - C. Seller’s ability to deliver good and merchantable title to the Subject Property; and
 - D. Seller having satisfied all other conditions precedent to the Closing that are required to be satisfied by Seller in advance of Closing under the terms of this Agreement.
6. **Conditions Precedent to the Closing on the Option Property.** Purchaser’s obligation to close the Option Property herein shall be contingent upon the following in addition to other matters set forth in this Agreement (collectively, the “Conditions Precedent to Option Property Closing”):

- A. The Purchaser's purchase of the Subject Property pursuant to the terms of this Agreement;
 - B. This Agreement not being previously terminated pursuant to its terms and conditions;
 - C. Purchaser having not notified Seller, in writing on or prior to November 1, 2018, of its election to terminate its obligation to purchase the Option Property;
 - D. Seller's ability to deliver good and merchantable title to the Option Property; and
 - E. Seller having satisfied all other conditions precedent to the closing that are required to be satisfied by Seller in advance of closing under the terms of this Agreement.
7. **Seller's Deliveries at each Closing.** At the applicable closing, Seller shall deliver to the Escrowee or Purchaser directly the following documents and items, each in a form mutually agreed to by the Parties:
- A. A special warranty deed (the "Deed") conveying the Subject Property or Option Property, as applicable, from Seller to Purchaser and subject only to the Permitted Exceptions (as hereinafter defined) or such other exceptions as expressly agreed to herein;
 - B. A Certificate of Non-Foreign Status of Seller, as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that Seller is not a foreign transferor and which is in a form and substance reasonably satisfactory to Purchaser;
 - C. Any and all reasonable and customary documentation required by the Title Company (as hereinafter defined) in order for the Title Company to issue the Title Policy (as hereinafter defined), with an endorsement for any title endorsements required by Purchaser and any other documentation necessary to complete the transaction contemplated herein;
 - D. An ALTA Statement and a personal "Gap" undertaking, if required by the Title Company to effectuate a "New York Style" Closing;
 - E. Five (5) original closing statements prepared by Seller in a manner which reflects the terms and conditions of this Agreement, as applicable, and that is otherwise in a form reasonably acceptable to Purchaser (the "Closing Statement");
 - F. Such proof of Seller's authority and authorization to enter into this transaction as may be required by the Title Company;
 - G. Possession (and use, as applicable) of the Subject Property or Option Property, as applicable, free of parties in possession (except as specifically set forth herein or as otherwise mutually agreed to by a written agreement of the Parties) and reasonably free of personal property and Debris (as hereinafter defined), in the

same condition as of the Effective Date (excepting normal wear and tear and environmental remediation);

H. Originals of all items necessary for Purchaser to enter, exit, secure, and use the Subject Property or Option Property, as applicable, including, without limitation, keys, key cards, and alarm codes necessary for Purchaser to enter and exit the Subject Property or Option Property, as applicable;

I. A mutually acceptable written certificate wherein Seller represents, warrants, and avers that all representations and warranties made as of the execution of this Agreement remain in full force and effect as of the Closing; and

J. The recordable Plat of Easement.

8. Purchaser's Deliveries at each Closing. At the applicable closing, Purchaser shall deliver to the Escrowee or Seller directly, as Purchaser may elect, the following, each in a form mutually agreed to by the Parties:

A. The balance of the Purchase Price for each parcel in accordance with the Agreement, plus or minus Purchaser's share of the closing costs;

B. Such proof of Purchaser's authority and authorization to enter into this transaction as may be required by the Title Company including, but not limited to, a corporate resolution;

C. Any and all reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy with extended coverage to Purchaser and any other documentation necessary to complete the transaction contemplated herein; and

D. Executed counterparts of the Closing Statement.

9. Joint Deliveries at Closings. At the applicable closing, the Parties shall jointly deliver the following fully-executed documents to the Escrowee:

A. State, county, and municipal Transfer Tax Declarations, to the extent required by law; and

B. Any and all other documents reasonably required to effectuate the transaction contemplated herein.

All documents or other deliveries required to be made by Purchaser or Seller at the applicable closing, and all transactions required to be consummated concurrently with the applicable closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated, until all deliveries required by the Parties have been made and all concurrent and other transactions have been consummated.

10. Allocation of Closing Costs and Expenses/Municipal Approval. Seller shall be liable for the following expenses for each closing: (A) the cost of obtaining the Title Policy, including extended coverage charges, but excluding any other endorsements, unless Seller elects to purchase such endorsements to correct any Unpermitted Exceptions (as hereinafter defined); (B) the cost to record any instruments necessary to clear Seller's title; (C) one-half (1/2) of the total cost of the escrow services; (D) one-half (1/2) of the total cost of the Closing Escrow; (E) one-half (1/2) of the total cost of the "New York Style" closing fee; (F) the total cost of any state, county, applicable to this transaction; (G) the Survey Credit (as hereinafter defined); and (H) the cost to record the Plat of Easement. Purchaser shall bear the following expenses: (T) the cost of any recording fees with respect to the Deed; (U) one-half (1/2) of the total cost of the escrow services; (V) one-half (1/2) of the total cost of the Closing Escrow; (W) one-half (1/2) of the total cost of the "New York Style" closing fee; (X) the charges for any endorsements required by Purchaser (exclusive of those being paid by Seller pursuant to the terms of this Agreement). In addition the Purchaser shall reimburse the Seller for all closing, title, survey and legal expenses in a sum not to exceed \$3,000 for the Option Property closing by way of proration at the Option Property closing.

Notwithstanding the foregoing, the parties acknowledge that as Purchaser is a unit of local government, this transaction is exempt from any state or county real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and Cook County.

11. Prorations. Any *ad valorem* real property taxes and assessments levied upon the Subject Property shall be prorated on a per diem basis between the Parties as of the Closing Date based upon one hundred five percent (105%) of the most recent ascertainable full year's tax bill pertaining to the Subject Property, as applicable. Seller shall order a final reading on all utilities and be responsible for all costs and expenses associated with the same for all days prior to the Closing Date. Seller shall pay the utility provider the ascertainable amount due and owing regarding the utilities as of the Closing and provide a copy of all such documents to Purchaser to ensure the payment of the same is made. The Parties shall cooperate to cause the transfer of the Subject Property's utility accounts from Seller to Purchaser. All prorations shall be deemed final.

12. Title Insurance, Survey, and Documentation.

A. Title Commitment. Within ten (10) calendar days after the Effective Date, Seller shall, at its sole cost and expense, deliver or cause to be delivered to Purchaser a commitment for ALTA Form 2006 Owner's Title Insurance Policy (the "**Preliminary Commitment**"), together with the underlying documentation supporting any proposed exception(s) to coverage (commonly referred to as the Schedule B documents), issued by Title Company in the amount of the Purchase Price showing title to the Subject Property in Seller. The Preliminary Commitment shall be subject only to: (i) the standard permitted exceptions and general exceptions contained in the Preliminary Commitment; (ii) general real estate taxes not yet due and owing; (iii) matters created by, through, or under Purchaser; and (iv) all matters approved or waived by Purchaser pursuant to the applicable terms of the Agreement (collectively,

the “**Permitted Exceptions**”). The Preliminary Commitment may also reflect title exceptions pertaining to liens, taxes, or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the Closing and which, if existing, Seller shall so remove at that time by using the funds to be paid to Seller hereunder.

B. **Title Policy.** As of the Closing Date, Seller, at its sole cost and expense, shall cause the Title Company to issue to Purchaser its ALTA Form 2006 Owner’s Policy of Title Insurance covering the Subject Property in the amount of the Purchase Price and exhibiting an endorsement for extended coverage (the “**Title Policy**”). The Title Policy shall evidence clear and merchantable title in the name of Purchaser.

C. **Survey.** Seller shall provide Purchaser with a Purchase Price credit (reduction) at the Closing in the amount of Two Thousand, Eight Hundred and 00/100 U.S. Dollars (\$2,800.00) (the “**Survey Credit**”) in lieu of providing Purchaser with a survey of the Subject Property. Purchaser shall obtain a survey of the Subject Property (the “**Survey**”) in sufficient form so as to allow the Title Company to issue an extended coverage endorsement and waive the five (5) general exceptions and showing the topography and square footage of the Subject Property.

D. No later than three (3) calendar days after the Effective Date, Seller shall provide to Purchaser all site plans and specifications, previous environmental reports, soil reports, existing governmental permits/approvals, zoning information, real property tax information, existing surveys, the current Phase I environmental study, if any, and any other documents, which are in Seller’s possession or readily available relating to the Subject Property without independent search or review for the documents.

13. **Survey and Title Approval.** Purchaser shall have a period of five (5) calendar days following the later receipt of: (a) the Preliminary Commitment and all documents of record listed therein; and (b) the Survey to review such items and deliver to Seller a notice of the objections that Purchaser may have to anything contained or set forth in or disclosed by the Survey or the Preliminary Commitment (“**Unpermitted Exceptions**”). If Purchaser shall expressly waive any objection to or fail to object to any Unpermitted Exception in the manner and time frame set forth herein, said Unpermitted Exception shall be deemed a “**Permitted Exception.**” If Purchaser timely delivers notice of any Unpermitted Exception to Seller, Seller may within five (5) calendar days after receipt of said notice, elect to eliminate or satisfy the Unpermitted Exception(s) to the satisfaction of Purchaser. If Seller is unable or unwilling to correct any Unpermitted Exception within the five (5) calendar day period, Seller shall be deemed to have elected not to make such cure, in which event Purchaser shall have the right, at its election, within five (5) calendar days after the expiration of Seller’s five (5) calendar day cure period, to: (a) waive any and all Unpermitted Exceptions and accept title to the Subject Property subject to such Unpermitted Exceptions (in which event such Unpermitted Exceptions shall be deemed “**Permitted Exceptions**”) and deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount if Seller does not do so or (b) terminate this Agreement. In the event that Purchaser elects or is deemed to have terminated this Agreement, the Escrowee shall be authorized to immediately deliver to Purchaser the Earnest Money, this Agreement shall be null and void, and neither Party hereto

shall have any further obligations or liability under this Agreement, except as otherwise provided to the contrary in this Agreement.

14. **Inspection/As Is.** Commencing on the Effective Date and expiring on the fifteenth (15) calendar day after the Effective Date (“**Inspection Period**”), Purchaser, at its sole cost and expense, shall have the full and unfettered right, to the fullest extent of the law to inspect and take any and all steps, including and without limitation commissioning studies, surveys, soil borings, structural assessments, environmental assessments, and otherwise inspect the Subject Property. In that event, Seller shall make the Subject Property available to Purchaser’s inspectors at reasonable times. Purchaser shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Purchaser or any person performing any inspection(s).
15. **Termination & Satisfaction.** In the event the inspection(s) reveals that the condition of the Subject Property, improvements, fixtures, or personal property to be conveyed or transferred is unacceptable to Purchaser, in its sole and absolute discretion and with or without cause, and Purchaser so notifies Seller in writing within the Inspection Period, this Agreement shall be null and void, and the Earnest Money shall be returned to Purchaser. Failure of Purchaser to so notify Seller or to conduct said inspection(s) operates as a waiver of Purchaser’s right to terminate this Agreement under this paragraph and this Agreement shall remain in full force and effect. Nothing hereunder shall serve to limit or mitigate Purchaser’s termination rights during the fifteen (15) day Inspection Period.

In the event that Purchaser and/or its agent(s) undertake any destructive testing of the Subject Property (including, but not limited to, soil borings) and the transaction is terminated, Purchaser shall take all steps necessary, within a reasonable time after the termination of this Agreement, to restore the Subject Property to the condition it was in prior to Purchaser causing the destructive testing. Furthermore, upon Seller’s receipt of Purchaser’s written notice to terminate this Agreement, the Parties agree that each Party shall be deemed to have released the other Party from all claims arising out of this Agreement, except as otherwise provided herein.

16. **Environmental Matters.** Intentionally Omitted.

17. **Seller’s Representations.** The following constitute additional representations, warranties, and covenants of Seller:

- A. **Seller’s Authority.** Seller has the legal power, right, and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Seller hereunder. This Agreement and all agreements, instruments, and documents herein provided to be executed by Seller are duly authorized, executed, and delivered by and binding upon Seller in accordance with their terms. All requisite action has been taken or obtained or will be taken prior to the Closing Date by Seller or its agent(s) in connection with entering into this Agreement and the consummation of the transactions contemplated hereby.

B. **No Conflict.** The execution, delivery, and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Seller is now a party or by which the Subject Property is bound or, to Seller's knowledge, any order, rule, or regulation of any court or other governmental agency or official.

C. **Government Representations & Governmental Notices.** Seller makes the following warranties and representations to the best of Seller's knowledge, without independent inquiry or examination:

(i) The Subject Property is not currently subject to a levy for a special assessment for public improvements with respect to the Subject Property;

(ii) Seller is not currently named as a defendant in any administrative, civil, quasi-criminal, or criminal lawsuit or prosecution (as applicable), brought by a governmental body with authority to do so, wherein it is alleged that Seller has violated any building code or any other local ordinance, rule, regulation, or law enacted by a governmental body with appropriate jurisdiction to regulate the Subject Property; and

(iii) Seller has no knowledge of nor has Seller received written notice of any present, threatened, pending, planned, or proposed: (A) special assessment for a planned public improvement with respect to the Subject Property; (B) litigation for violation(s) of the building code or any other local ordinance, rule, regulation, or law enacted by a governmental body with appropriate jurisdiction to regulate the Subject Property; (C) modification of land use controls for the Subject Property or area surrounding the Subject Property; (D) action to condemn or otherwise acquire any of the adjacent or abutting rights of way of the Subject Property; (E) presence or discharge of environmental hazards on the Subject Property including but not limited to chemicals, hazardous wastes, and hazardous substances that may be on, in, or under the Subject Property; or (F) non-compliance of the Subject Property with any applicable federal, state or local environmental laws, including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*

18. **Condition of Subject Property.** Until the Closing Date, Seller shall maintain the Subject Property substantially in the same condition it is in on the Effective Date, ordinary wear and tear and casualty damage excepted. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction, occurrence, or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any material respect. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence, or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any material respect. Any items of personal

property remaining at the Property as of the date prior to the Closing shall be considered surrendered and abandoned by Seller and shall be deemed rubbish and debris (“Debris”) by Purchaser. As of the Closing, Purchaser shall have the full and unfettered right to remove and dispose of Debris in any manner it deems appropriate. The Seller shall reimburse the Purchaser in the event the Purchaser removes and disposes any Debris at a rate of one hundred fifty percent (150%) of all costs and expenses incurred by the Purchaser in the removal and disposal. All requests for reimbursement made under this Section 18 of this Agreement shall be made in writing and fully paid within five (5) days after delivery of the same to the Seller by the Purchaser.

19. Purchaser’s Representations. The following constitute the representations and warranties of Purchaser:

- A. Purchaser’s Authority. Purchaser has the legal power, right, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to execute and deliver all documents and instruments to be delivered by Purchaser hereunder;
- B. Individual Authority. The individual executing this Agreement on behalf of Purchaser has the legal power, right, and actual authority to bind Purchaser to the terms and conditions of this Agreement;
- C. No Conflict. The execution, delivery, and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now a party, or to Purchaser’s knowledge, any order, rule, or regulation of any court or other governmental agency or official. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence, or other matter prior to the Closing Date that would make any of the representations or warranties of Purchaser untrue in any material respect. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction, occurrence, or other matter prior to the Closing Date that would make any of the representations or warranties of Purchaser untrue in any material respect. All representations and warranties set forth hereunder shall survive the Closing and the delivery of the Deed for a period of 18 months.

20. Condemnation. In the event that between the Effective Date and the Closing Date any condemnation or eminent domain proceedings are initiated that might result in the taking of any part of the Subject Property, Purchaser shall have the right to terminate this Agreement and have the Earnest Money returned to it, in which event the rights and obligations of the Parties under this Agreement shall cease with the exception of those specifically exempted therefrom pursuant to the provisions of this Agreement.

21. Brokerage. Seller warrants and represents to Purchaser that it has not authorized any broker to act on its behalf in respect of the transactions contemplated hereby and Purchaser warrants and represents to Seller that it has not authorized any broker to act on its behalf in respect to the transactions contemplated hereby. Seller shall indemnify and save Purchaser harmless from any claim by any broker or other person for commissions or other compensation for

bringing about the transaction contemplated hereby, where such claim is based on the purported employment or authorization of such broker or other person by Seller. Purchaser shall indemnify and save Seller harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transaction contemplated hereby where such claim is based on the purported employment or authorization of such broker or other person by Purchaser. Notwithstanding anything contained in this Agreement to the contrary, the terms, provisions, conditions, and indemnifications of this paragraph shall survive Closing and the delivery of the Deed or the termination of this Agreement for a period of eighteen (18) months. The Parties acknowledge and agree that the provision of this Section does not incorporate the Adjacent Property.

22. Default.

Any of the following will constitute an act of default hereunder by Seller:

- A. Seller's failure to deliver the Deed or any of the required and material documentation at the Closing;
- B. Seller's material misrepresentation or material breach of any representation or warranty (as such representations and warranties may be amended by an amendatory notice); or
- C. Seller's failure to perform any of its material obligations hereunder to the extent any obligations are required to be performed before Closing.

Any one of the following not cured within three (3) business days following written notice of the same, will constitute an event of default by Purchaser:

- A. Purchaser's failure to deliver the balance of the Purchase Price or any of the required documentation at the Closing;
- B. Purchaser's material misrepresentation or material breach of any representation or warranty (as such representations and warranties may be amended by an amendatory notice); or
- C. Purchaser's failure to perform any of its material obligations hereunder.

23. Remedies: Cure. In the event that Seller fails to comply with any of the obligations to be performed by Seller hereunder, on or prior to the Closing Date, then Purchaser shall have available to it any remedies in law or equity including the equitable remedy of Specific Performance. Except as set forth above, in no event shall Seller be liable to Purchaser for any third party damages including, without limitation, any loss or damage suffered by Purchaser in connection with any agreement or understanding with any third party with respect to the use, lease, or purchase of the Subject Property.

In the event that Purchaser fails to comply with any of the obligations to be performed by Purchaser hereunder, on or prior to the Closing Date, and Seller is not otherwise in breach or default of its obligations or conditions precedent/Closing contingencies hereunder, the

Inspection Period has expired or been waived and this Agreement has not been terminated, Seller shall have the right to retain the Earnest Money as liquidated damages. The Parties agree and acknowledge that the (A) retention of the Earnest Money is a reasonable and not punitive remedy; (B) actual damages would be difficult or impossible to determine or quantify; and (C) there is no superior remedy available to Seller in the event Purchaser breaches hereunder.

24. **Notices.** Any notice, termination, waiver, request, demand, or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (A) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (B) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (C) upon receipt, or refusal, as the case may be, after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below or to such other address as either Party may specify in writing.

To Seller: Hollis of Palos, LLC
Attn: Guy Hollis, Manager
12313 S. 91st Ave.
Palos Park, IL 60464

With a copy to: David B. Sosin
Sosin & Arnold, Ltd.
9501 W. 144th Place, Suite 205
Orland Park, IL 60462

Purchaser: City of Berwyn
Attn: Office of the Mayor
6700 26th Street
Berwyn, IL 60402

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

And: Berwyn Development Corporation
Attn: Executive Director
3322 S. Oak Park Avenue, 2nd Floor
Berwyn, IL 60402

25. **Attorneys' Fees.** In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision, representation, warranty, covenant, or agreement set forth in this Agreement or to enforce, interpret, protect, determine or establish the meaning of any

term, covenant, or provision of this Agreement or to establish a Party's rights or obligations hereunder, each Party shall pay its own costs and expenses incurred in connection therewith.

26. Miscellaneous. The Parties agree to the following terms and provisions:

- A. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties regarding such matters, if any. The Parties acknowledge that there are no additional oral or written promises, conditions, representations, understandings, warranties, or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. No representations, promises, agreements, or understandings, whether written or oral, not contained herein shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by both of the Parties or authorized representatives thereof.
- B. The Parties acknowledge that time is of the essence of this Agreement.
- C. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.
- D. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature). Further, no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party, whether or not the first Party knows of such breach at the time it accepts such payment or performance.
- E. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
- F. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Both of the Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- G. If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

- H. No agreement, amendment, modification, understanding, or waiver of or with respect to this Agreement or any term, provision, covenant, or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in a writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval, or consent is asserted.
 - I. A memorandum of this Agreement or the Agreement itself shall be recorded by Purchaser.
 - J. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday, or federal legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day. All time periods set forth herein expire at 11:59 p.m. on the date of expiration.
 - K. The effective date of this Agreement (the "Effective Date") shall be the later of the respective dates set forth next to the signatures of Seller and Purchaser contained below.
 - L. 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 and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
 - M. The Recitals set forth in the preambles to the Agreement are hereby incorporated as if fully restated herein.
 - N. No representation or warranty contained herein and no statement or information contained in any certificate or other instrument furnished or to be furnished by either Party in connection with the transaction contemplated hereunder, shall contain any untrue statement of a material fact or omit to state a material fact thereby making the information misleading. All representations and warranties contained herein shall be deemed restated on and as of the Closing Date.
 - O. Where permitted, all documents to be delivered hereunder shall be fully executed prior to the presentation and delivery of each to ensure the enforceability and effectiveness of the same. The Parties agree to exchange all documents required for the Closing at a reasonable time prior to the Closing to allow each Party to review all relevant documentation.
 - P. This Agreement shall be a valid and binding obligation of the Purchaser only after all governmentally required steps to do so have been satisfied.
27. Exchange. At the election of Purchaser, Purchaser may consummate the transaction contemplated by this Agreement as part of a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended (including, but not limited to, a delayed exchange). In such event, Seller shall reasonably cooperate with Purchaser to facilitate a like-kind exchange of real property (which shall

include, but not be limited to, the execution of all documents as reasonably requested by Purchaser or Purchaser's agent(s)); provided, however: (i) in no event shall Seller be obligated to become personally liable under any contract, mortgage, installment note, or other instrument not otherwise expressly required under this Agreement; and (ii) consummation of this transaction as a like-kind exchange of real property shall not delay the Closing.

28. Assignment. This Agreement shall not be assigned without Purchaser's express written consent which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Date: _____, 2013

PURCHASER:

The City of Berwyn,
an Illinois Municipal Corporation

By: _____

Name: _____

Title: _____

Date: 10-17, 2013

SELLER:

Hollis of Palos, LLC,
an Illinois Limited Liability Company

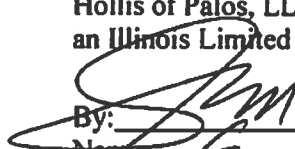
By:  _____
Name: Guy Hollis
Title: MEMBER

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY
(TO BE ATTACHED)

EXHIBIT B
LEGAL DESCRIPTION OF OPTION PROPERTY
(TO BE ATTACHED)

EXHIBIT C
DEPICTION OF SUBJECT PROPERTY AND OPTION PROPERTY
(TO BE ATTACHED)

EXHIBIT D
PLAT OF EASEMENT
(TO BE ATTACHED)



We Serve and Protect

BERWYN POLICE DEPARTMENT



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

October 16, 2013

Honorable Robert J. Lovero
Members of the Berwyn City Council

Re: Purchase of Two New Vehicles for Berwyn Police Department

Mayor Lovero and City Council:

The Berwyn Police Department is in need of replacing two vehicles; one to replace the vehicle driven by the Berwyn police officer who is assigned to the Drug Enforcement Task Force, and the other vehicle is to replace the graffiti truck.

The current DEA vehicle is mechanically unfit and the costs of repair along with the high mileage make it unfeasible to continue usage. The graffiti truck has been unusable for the past month, due to engine problems. This vehicle also has high mileage and is in need of replacement.

Both vehicles will be purchased under the Suburban Purchasing Cooperative, which is a joint purchasing program sponsored by the Northwest Municipal Conference. These purchases have also been approved by the Department of Justice.

We therefore are respectfully asking the City Council to waive the sealed-bid process and accept the proposals from Currie Motors for the two needed vehicles in the amount of \$53,266.00 (FIFTY THREE THOUSAND TWO HUNDRED SIXTY SIX DOLLARS AND NO CENTS). This amount is less tax, title, and registration.

Attached are the proposals from Currie Motors for the two new vehicles needed for the Berwyn Police Department. Thank you for your consideration on this vital matter.

Respectfully,

Joseph Santangelo
Division Commander
Support Service

PREPARED BY: TOM SULLIVAN

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423

ESTIMATE



DATE:

10/16/2013

SUBMITTED TO:

Berwyn Police Department
6401 W 31st Street
Berwyn, Il. 60402

QUANTITY	DESCRIPTION	AMOUNT
1	2014 Chevrolet Tahoe	23,986.00
1	Special Services Package	5,385.00
1	Remote Start	195.00
1	Bucket Seats	135.00
1	Carpet Flooring	190.00
1	Body Side Molding	100.00
1	Locking Differential	295.00
1	Dual Batteries	115.00
1	Cast Wheels	395.00
1	Trailer Tow Package	265.00
1	Fleet Remote Keyless	75.00
	Pricing Reflects the NWMC Contract	
TOTAL ESTIMATE		31,136.00

Prepared For:
Commander Joseph Santagelo
Berwyn Police Department
6401 W 31 st Street
Berwyn, Illinois, 60402

Prepared By:
Thomas F. Sullivan
Currie Motors Fleet
9423 W. Lincoln Highway
Frankfort, Illinois, 60423
Phone: 815-464-9200
Fax: 815-464-7500



Quotation

2013 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 6-Speed Automatic w/OD
Rear Axle Ratio: Electronic Locking w/3.73
GVWR: 10,400 lb Payload Package

Description	MSRP
Vehicle Price (excluding option discounts)	\$34,305.00
Vehicle Subtotal	\$34,305.00
Option Credits	0.00
Other (Discount)Margin	(13,170.00)
Incentives	0.00
Total Other Items	(13,170.00)
Net Selling Price	\$21,135.00
Destination	995.00
Total Quote	\$22,130.00
TOTAL	\$22,130.00

Customer Signature

Acceptance Date

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05205242 6/1/2013

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

October 17, 2013

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

SUBJECT: Payroll October 9, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the October 22, 2013 meeting.

Payroll: October 9, 2013 in the amount of \$1,077,488.79.

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

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

October 18, 2013
Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payables October 22, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the October 22, 2013 meeting.

Total Payables: October 22, 2013 in the amount of \$556,017.14.

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 10/19/2012 - To Payment Date: 10/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
24270	10/08/2013	Open			Accounts Payable	Klein, Thorpe and Jenkins, LTD.	\$2,469.80		
24271	10/08/2013	Open			Accounts Payable	Reserve Account	\$10,000.00		
24272	10/17/2013	Open			Accounts Payable	Berwyn Kia	\$20,134.30		
24273	10/17/2013	Open			Accounts Payable	Berwyn Kia	\$20,134.30		
24274	10/17/2013	Open			Accounts Payable	Village of Lyons Drug Enforcement Fund	\$1,000.00		
24275	10/23/2013	Open			Accounts Payable	ABC Automotive Electronics	\$203.95		
24276	10/23/2013	Open			Accounts Payable	All American Exterior Solutions	\$4,950.00		
24277	10/23/2013	Open			Accounts Payable	Allied Affiliated Funding,L.P.	\$770.67		
24278	10/23/2013	Open			Accounts Payable	Amsterdam Printing and Litho Corporation	\$710.66		
24279	10/23/2013	Open			Accounts Payable	Anthony Gennett	\$185.92		
24280	10/23/2013	Open			Accounts Payable	Cassidy Tire	\$759.98		
24281	10/23/2013	Open			Accounts Payable	Cermak Animal Clinic	\$79.00		
24282	10/23/2013	Open			Accounts Payable	Chicago Badge Company	\$584.00		
24283	10/23/2013	Open			Accounts Payable	Citadel	\$90.00		
24284	10/23/2013	Open			Accounts Payable	Deece Automotive	\$130.00		
24285	10/23/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$115.00		
24286	10/23/2013	Open			Accounts Payable	Frank Teutonico	\$392.70		
24287	10/23/2013	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$20.00		
24288	10/23/2013	Open			Accounts Payable	Halloran & Yauch, Inc.	\$261.04		
24289	10/23/2013	Open			Accounts Payable	Illinois Association of Chiefs of Police	\$640.00		
24290	10/23/2013	Open			Accounts Payable	Illinois Fire & Police Commissioners Association	\$375.00		
24291	10/23/2013	Open			Accounts Payable	Illinois Harley-Davidson	\$827.90		
24292	10/23/2013	Open			Accounts Payable	J. G. Uniforms, Inc.	\$565.00		
24293	10/23/2013	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,650.00		
24294	10/23/2013	Open			Accounts Payable	James D. Ritz	\$190.00		
24295	10/23/2013	Open			Accounts Payable	Keyth Technologies, Inc.	\$2,055.00		
24296	10/23/2013	Open			Accounts Payable	Lexisnexis Risk & Information Analytics Group	\$225.00		
24297	10/23/2013	Open			Accounts Payable	MacNeal Phly Group [OCCMED]	\$120.00		
24298	10/23/2013	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
24299	10/23/2013	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,826.36		
24300	10/23/2013	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$4,040.28		
24301	10/23/2013	Open			Accounts Payable	Mike & Sons	\$972.00		
24302	10/23/2013	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$1,068.00		
24303	10/23/2013	Open			Accounts Payable	Office Equipment Sales	\$174.43		
24304	10/23/2013	Open			Accounts Payable	Paradise 4 Paws	\$271.95		
24305	10/23/2013	Open			Accounts Payable	Patrick Engineering	\$707.35		
24306	10/23/2013	Open			Accounts Payable	Police Magazine	\$18.00		
24307	10/23/2013	Open			Accounts Payable	Professional Pest Control, Inc.	\$65.00		
24308	10/23/2013	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$762.29		
24309	10/23/2013	Open			Accounts Payable	Roscoe Company	\$450.44		
24310	10/23/2013	Open			Accounts Payable	Sam's Club / GEGRB	\$295.35		
24311	10/23/2013	Open			Accounts Payable	Sig Sauer, Inc.	\$1,350.00		

Payment Register

From Payment Date: 10/19/2012 - To Payment Date: 10/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24312	10/23/2013	Open			Accounts Payable	Sprint	\$488.26		
24313	10/23/2013	Open			Accounts Payable	Sprint	\$1,298.80		
24314	10/23/2013	Open			Accounts Payable	Sireicher's	\$307.00		
24315	10/23/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$152.69		
24316	10/23/2013	Open			Accounts Payable	Texor World Fuel Services	\$5,233.50		
24317	10/23/2013	Open			Accounts Payable	The Alpha Group	\$525.00		
24318	10/23/2013	Open			Accounts Payable	The Sign Edge	\$57.00		
24319	10/23/2013	Open			Accounts Payable	Thomson Reuters- West	\$310.91		
24320	10/23/2013	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$1,122.38		
24321	10/23/2013	Open			Accounts Payable	Town of Cicero, Animal Welfare Dept.	\$969.00		
24322	10/23/2013	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$173.70		
24323	10/23/2013	Open			Accounts Payable	Verizon-Northlake	\$39.00		
24324	10/23/2013	Open			Accounts Payable	Walgreens Company	\$63.45		
24325	10/23/2013	Open			Accounts Payable	Dagmar Kostal	\$250.00		
24326	10/23/2013	Open			Accounts Payable	Javier Granados	\$500.00		
24327	10/23/2013	Open			Accounts Payable	Elimwood Condominium Association	\$743.37		
24328	10/23/2013	Open			Accounts Payable	19th Street Condo Association	\$300.00		
24329	10/23/2013	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$2,600.00		
24330	10/23/2013	Open			Accounts Payable	Able Card	\$1,509.75		
24331	10/23/2013	Open			Accounts Payable	Able Printing Service	\$1,221.72		
24332	10/23/2013	Open			Accounts Payable	Abraham Lincoln Presidential Library	\$57.12		
24333	10/23/2013	Open			Accounts Payable	Across the Street Productions	\$268.00		
24334	10/23/2013	Open			Accounts Payable	Affiliated Customer Service, Inc.	\$1,080.00		
24335	10/23/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$18,054.00		
24336	10/23/2013	Open			Accounts Payable	Airgas North Central	\$126.12		
24337	10/23/2013	Open			Accounts Payable	AI Warren Oil Company	\$44,975.17		
24338	10/23/2013	Open			Accounts Payable	All Star Roofing, Inc.	\$3,500.00		
24339	10/23/2013	Open			Accounts Payable	Alliance Entertainment	\$20.24		
24340	10/23/2013	Open			Accounts Payable	Allied Affiliated Funding, L.P.	\$3,344.21		
24341	10/23/2013	Open			Accounts Payable	ALPHAGRAPHICS	\$220.00		
24342	10/23/2013	Open			Accounts Payable	Aisip Merriquette Park Public Library District	\$24.00		
24343	10/23/2013	Open			Accounts Payable	Applied Controls Inc.	\$335.00		
24344	10/23/2013	Open			Accounts Payable	Associated Tire and Battery	\$693.98		
24345	10/23/2013	Open			Accounts Payable	AT & T	\$281.31		
24346	10/23/2013	Open			Accounts Payable	AT & T	\$4,654.46		
24347	10/23/2013	Open			Accounts Payable	AT & T	\$1,645.64		
24348	10/23/2013	Open			Accounts Payable	AT& T Long Distance	\$11.49		
24349	10/23/2013	Open			Accounts Payable	Avrio RMS Group	\$57,545.00		
24350	10/23/2013	Open			Accounts Payable	B. Davids Landscaping	\$2,165.00		
24351	10/23/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$681.48		
24352	10/23/2013	Open			Accounts Payable	Barco Products Company	\$379.80		
24353	10/23/2013	Open			Accounts Payable	Bayscan Technologies	\$6,332.14		
24354	10/23/2013	Open			Accounts Payable	Barge Terminal & Trucking	\$249.00		
24355	10/23/2013	Open			Accounts Payable	Becky Spraford	\$102.00		
24356	10/23/2013	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$1,928.00		
24357	10/23/2013	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$5,000.00		
24358	10/23/2013	Open			Accounts Payable	Blue Moon Productions, Inc.	\$200.00		
24359	10/23/2013	Open			Accounts Payable	Blue Moon Productions, Inc.	\$200.00		

Payment Register

From Payment Date: 10/19/2012 - To Payment Date: 10/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24360	10/23/2013	Open			Accounts Payable	Blue Moon Productions, Inc.	\$200.00		
24361	10/23/2013	Open			Accounts Payable	Brian Pabst	\$50.65		
24362	10/23/2013	Open			Accounts Payable	Broadart Company	\$15.39		
24363	10/23/2013	Open			Accounts Payable	Cassidy Tire	\$1,330.30		
24364	10/23/2013	Open			Accounts Payable	CDW Government, Inc.	\$309.37		
24365	10/23/2013	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$2,751.69		
24366	10/23/2013	Open			Accounts Payable	Chemsearch	\$695.35		
24367	10/23/2013	Open			Accounts Payable	Chicago International Trucks, LLC	\$36.16		
24368	10/23/2013	Open			Accounts Payable	Chicago Office Technology Group	\$1,073.78		
24369	10/23/2013	Open			Accounts Payable	Chicago Public Media	\$1,500.42		
24370	10/23/2013	Open			Accounts Payable	Cicero-Berwyn Elks # 1510	\$140.00		
24371	10/23/2013	Open			Accounts Payable	Comcast Cable	\$142.60		
24372	10/23/2013	Open			Accounts Payable	ComEd	\$7,576.50		
24373	10/23/2013	Open			Accounts Payable	ComEd	\$1,609.45		
24374	10/23/2013	Open			Accounts Payable	Commercial Maintenance Chemical Corporation	\$877.72		
24375	10/23/2013	Open			Accounts Payable	Curriculum Publications	\$32.00		
24376	10/23/2013	Open			Accounts Payable	Clearinghouse	\$300.00		
24377	10/23/2013	Open			Accounts Payable	David Ortega	\$60.00		
24378	10/23/2013	Open			Accounts Payable	Deece Automotive	\$113.67		
24379	10/23/2013	Open			Accounts Payable	Demco Educational Corporation	\$1,840.00		
24380	10/23/2013	Open			Accounts Payable	Diloncreativeinc.	\$11,173.41		
24381	10/23/2013	Open			Accounts Payable	Don Morris Architects, PC	\$200.00		
24382	10/23/2013	Open			Accounts Payable	Dr. Burton L. Fischman	\$2,505.00		
24383	10/23/2013	Open			Accounts Payable	E & M Maintenance Group	\$857.50		
24384	10/23/2013	Open			Accounts Payable	eDot	\$2,848.00		
24385	10/23/2013	Open			Accounts Payable	EIS Elevator Inspection Services	\$15,585.00		
24386	10/23/2013	Open			Accounts Payable	Elite Construction Solutions, Inc.	\$4,884.50		
24387	10/23/2013	Open			Accounts Payable	Engineering Solutions Team	\$173.31		
24388	10/23/2013	Open			Accounts Payable	Federal Express Corporation	\$70.36		
24389	10/23/2013	Open			Accounts Payable	Federal Rent-a-Fence, Inc.	\$1,070.00		
24390	10/23/2013	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$2,490.00		
24391	10/23/2013	Open			Accounts Payable	Flash Electric Company	\$59.79		
24392	10/23/2013	Open			Accounts Payable	Gaylord Bros, Inc.	\$23,855.60		
24393	10/23/2013	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemeec & Hoff, LTD.	\$578.96		
24394	10/23/2013	Open			Accounts Payable	Grainger	\$2,484.05		
24395	10/23/2013	Open			Accounts Payable	Green Earth Supply	\$259.37		
24396	10/23/2013	Open			Accounts Payable	Harlem Plumbing Supply	\$973.50		
24397	10/23/2013	Open			Accounts Payable	Hartigan & O'Connor, PC	\$571.48		
24398	10/23/2013	Open			Accounts Payable	Harvey Place Condo Association	\$354.50		
24399	10/23/2013	Open			Accounts Payable	Heartland Consultants, Inc.	\$81.96		
24400	10/23/2013	Open			Accounts Payable	High PSI, LTD	\$204.46		
24401	10/23/2013	Open			Accounts Payable	Home Depot Credit Services	\$5,912.50		
24402	10/23/2013	Open			Accounts Payable	Horizon Screening	\$6,343.68		
24403	10/23/2013	Open			Accounts Payable	Hoy Landscaping, Inc.	\$200.00		
24404	10/23/2013	Open			Accounts Payable	Illinois Chamber of Commerce	\$95.00		
24405	10/23/2013	Open			Accounts Payable	Illinois CPA Society	\$375.00		
					Accounts Payable	Illinois Fire & Police Commissioners Association			

Payment Register

From Payment Date: 10/19/2012 - To Payment Date: 10/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24406	10/23/2013	Open			Accounts Payable	Illinois Parks and Recreation	\$244.00		
24407	10/23/2013	Open			Accounts Payable	Ingram Library Services	\$990.22		
24408	10/23/2013	Open			Accounts Payable	INSPE ASSOCIATED, LTD.	\$1,350.00		
24409	10/23/2013	Open			Accounts Payable	Jack Phelan	\$293.62		
24410	10/23/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$36.57		
24411	10/23/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$238.80		
24412	10/23/2013	Open			Accounts Payable	Jan Way Company USA, Inc.	\$607.33		
24413	10/23/2013	Open			Accounts Payable	Jason Walker	\$392.00		
24414	10/23/2013	Open			Accounts Payable	JNC Consulting, Inc.	\$2,600.00		
24415	10/23/2013	Open			Accounts Payable	Joe Rizza Ford	\$1,191.72		
24416	10/23/2013	Open			Accounts Payable	JT'S FLOORING	\$552.00		
24417	10/23/2013	Open			Accounts Payable	K & S Sprinklers, Inc.	\$420.00		
24418	10/23/2013	Open			Accounts Payable	Kara Company, Inc.	\$305.75		
24419	10/23/2013	Open			Accounts Payable	Kathleen Behrendt	\$197.86		
24420	10/23/2013	Open			Accounts Payable	Key Equipment Finance	\$2,226.00		
24421	10/23/2013	Open			Accounts Payable	KM Group	\$6,750.00		
24422	10/23/2013	Open			Accounts Payable	Kosika, Inc.	\$33.40		
24423	10/23/2013	Open			Accounts Payable	L - K Fire Extinguisher Service	\$143.45		
24424	10/23/2013	Open			Accounts Payable	Larson Engineering, Inc.	\$4,050.00		
24425	10/23/2013	Open			Accounts Payable	Law Bulletin Publishing Company	\$86.11		
24426	10/23/2013	Open			Accounts Payable	Lyons Tree Service, Inc.	\$10,160.00		
24427	10/23/2013	Open			Accounts Payable	M & M Window Cleaning Services	\$175.00		
24428	10/23/2013	Open			Accounts Payable	M. K. Sports	\$2,100.00		
24429	10/23/2013	Open			Accounts Payable	Marquette Photo	\$619.92		
24430	10/23/2013	Open			Accounts Payable	McCann industries, Inc.	\$40.12		
24431	10/23/2013	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$3,794.22		
24432	10/23/2013	Open			Accounts Payable	Menards	\$124.41		
24433	10/23/2013	Open			Accounts Payable	MES - Illinois	\$100.22		
24434	10/23/2013	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$50.00		
24435	10/23/2013	Open			Accounts Payable	Metro Motors	\$471.43		
24436	10/23/2013	Open			Accounts Payable	Midwest Tape	\$643.68		
24437	10/23/2013	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
24438	10/23/2013	Open			Accounts Payable	NAEIR	\$315.50		
24439	10/23/2013	Open			Accounts Payable	NAVIANT	\$1,130.00		
24440	10/23/2013	Open			Accounts Payable	Newsweb Radio Company	\$3,000.00		
24441	10/23/2013	Open			Accounts Payable	Nicor Gas	\$85.27		
24442	10/23/2013	Open			Accounts Payable	Nicor Gas	\$2,279.47		
24443	10/23/2013	Open			Accounts Payable	O.D. Sports	\$2,560.00		
24444	10/23/2013	Open			Accounts Payable	Odelson & Sterk, LTD	\$3,091.05		
24445	10/23/2013	Open			Accounts Payable	Office Depot	\$240.37		
24446	10/23/2013	Open			Accounts Payable	Office Equipment Sales	\$1,691.42		
24447	10/23/2013	Open			Accounts Payable	Ogden Carwash	\$166.95		
24448	10/23/2013	Open			Accounts Payable	On Deck Sports	\$259.96		
24449	10/23/2013	Open			Accounts Payable	Orland Fire Protection District	\$395.00		
24450	10/23/2013	Open			Accounts Payable	Pinner Electric Company	\$20,387.80		
24451	10/23/2013	Open			Accounts Payable	Pitney Bowes	\$1,186.00		
24452	10/23/2013	Open			Accounts Payable	Promos 911, Inc.	\$2,674.09		
24453	10/23/2013	Open			Accounts Payable	Quarry Materials, Inc.	\$890.54		

Payment Register

From Payment Date: 10/19/2012 - To Payment Date: 10/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
24454	10/23/2013	Open			Accounts Payable	Reliable Materials	\$2,106.00		
24455	10/23/2013	Open			Accounts Payable	Richard C. Dahms	\$945.00		
24456	10/23/2013	Open			Accounts Payable	Robert Bizziarek	\$100.00		
24457	10/23/2013	Open			Accounts Payable	Robert Bizziarek	\$200.00		
24458	10/23/2013	Open			Accounts Payable	Robert J. Lovero	\$79.13		
24459	10/23/2013	Open			Accounts Payable	Romeoville Fire Academy	\$525.00		
24460	10/23/2013	Open			Accounts Payable	Roscoe Company	\$615.28		
24461	10/23/2013	Open			Accounts Payable	Scholastic Book Fairs, Inc.	\$400.00		
24462	10/23/2013	Open			Accounts Payable	School Outfitters	\$1,289.61		
24463	10/23/2013	Open			Accounts Payable	Scot Decal Company, Inc.	\$8,890.00		
24464	10/23/2013	Open			Accounts Payable	Sherin Landscaping / Nurseries, Inc.	\$14.50		
24465	10/23/2013	Open			Accounts Payable	Softmart, Inc.	\$1,495.00		
24466	10/23/2013	Open			Accounts Payable	Sprint	\$2,104.41		
24467	10/23/2013	Open			Accounts Payable	Standard Equipment Company	\$1,311.65		
24468	10/23/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$638.55		
24469	10/23/2013	Open			Accounts Payable	Strictly Sewers	\$2,550.00		
24470	10/23/2013	Open			Accounts Payable	Suburban Laboratories, Inc.	\$170.00		
24471	10/23/2013	Open			Accounts Payable	Target Auto Parts	\$171.24		
24472	10/23/2013	Open			Accounts Payable	Tatoo Manufacturing	\$535.04		
24473	10/23/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$91.25		
24474	10/23/2013	Open			Accounts Payable	Tenant Sales & Service Company	\$263.09		
24475	10/23/2013	Open			Accounts Payable	The Great Courses	\$30.00		
24476	10/23/2013	Open			Accounts Payable	The Sign Edge	\$50.00		
24477	10/23/2013	Open			Accounts Payable	Thomas J. Pavlik	\$16.69		
24478	10/23/2013	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$2,204.50		
24479	10/23/2013	Open			Accounts Payable	Truckpro - Chicago	\$11.59		
24480	10/23/2013	Open			Accounts Payable	Tyco Intergrated Security LLC	\$389.07		
24481	10/23/2013	Open			Accounts Payable	U.S. Cellular	\$147.01		
24482	10/23/2013	Open			Accounts Payable	Underwriters Safety & Claims, Inc.	\$3,975.00		
24483	10/23/2013	Open			Accounts Payable	Unique Management Services, Inc.	\$26.85		
24484	10/23/2013	Open			Accounts Payable	University of Illinois	\$55,552.27		
24485	10/23/2013	Open			Accounts Payable	Upstart, Inc.	\$600.00		
24486	10/23/2013	Open			Accounts Payable	US Gas	\$325.12		
24487	10/23/2013	Open			Accounts Payable	US Games	\$501.49		
24488	10/23/2013	Open			Accounts Payable	US Gas	\$292.80		
24489	10/23/2013	Open			Accounts Payable	US Healthworks Med Group of Il, PC	\$90.00		
24490	10/23/2013	Open			Accounts Payable	USA Blue Book	\$277.97		
24491	10/23/2013	Open			Accounts Payable	USIC Locating Services, Inc.	\$4,138.06		
24492	10/23/2013	Open			Accounts Payable	Usona Development, LLC	\$2,802.50		
24493	10/23/2013	Open			Accounts Payable	Weimer Machine	\$2,462.53		
24494	10/23/2013	Open			Accounts Payable	Zee Medical, Inc.	\$211.35		
24495	10/23/2013	Open			Accounts Payable	AAA Cook County Consolidation	\$1,475.00		
24496	10/23/2013	Open			Accounts Payable	Fernando J. & Helina M. Santana	\$1,475.00		
24497	10/23/2013	Open			Accounts Payable	Hermon Toney, Jr.	\$1,475.00		
24498	10/23/2013	Open			Accounts Payable	Jesus Estrada	\$25.00		
24499	10/23/2013	Open			Accounts Payable	NAV Properties 1, LLC	\$1,475.00		
24500	10/23/2013	Open			Accounts Payable	Ray Lazzara	\$1,475.00		
24501	10/23/2013	Open			Accounts Payable	Tobias Nevarez	\$1,475.00		
24502	10/23/2013	Open			Accounts Payable	US Bank N.A. & Robert Patel	\$2,475.00		
Type Check Totals:							\$556,017.14		

Payment Register

From Payment Date: 10/19/2012 - To Payment Date: 10/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash Totals									
Checks									
		Status	Count	Transaction Amount			Reconciled Amount		
		Open	233	\$556,017.14			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	233	\$556,017.14			\$0.00		
All									
		Status	Count	Transaction Amount			Reconciled Amount		
		Open	233	\$556,017.14			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	233	\$556,017.14			\$0.00		
Grand Totals:									
Checks									
		Status	Count	Transaction Amount			Reconciled Amount		
		Open	233	\$556,017.14			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	233	\$556,017.14			\$0.00		
All									
		Status	Count	Transaction Amount			Reconciled Amount		
		Open	233	\$556,017.14			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	233	\$556,017.14			\$0.00		

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

October 17, 2013

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

SUBJECT: 3400 Home Ave. Block Party

Ladies and Gentlemen,

The residents of the 3400 Block of Home Avenue request a permit to hold a Bears/Blackhawks block party on Sunday, November 17, 2013. Thank you for your consideration in this matter.

Respectfully,

Nona N. Chapman
1st Ward Alderman

3416 S. Home Ave.
Berwyn, IL

WE THE UNDERSIGNED RESIDENTS OF THE 3400 BLOCK OF Home Ave
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON November 17, 2013
BETWEEN THE HOURS OF 9AM AND 9PM, OUR RAIN DATE IS —

R CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

ADDRESS

3416 Home Ave Berwyn
416 HOME AVE BERWYN
3412 S. Home Berwyn
3412 HOME - BERWYN
4120 Home Ave Berwyn
420 Home Ave Berwyn
413 Home Ave Berwyn
445 Home Ave Berwyn
445 HOME AVE BERWYN
3438 S. Home Ave Berwyn
3438 S Home Av Berwyn
3438 S. Home Ave Berwyn
3434 S Home Berwyn
7002 34th Berwyn
3401 HOME AVE BERWYN

The City of Berwyn



Nicole L. Campbell
Traffic Engineer

A Century of Progress with Pride

October 17, 2013

To: Mayor Robert J. Lovero & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: 2322 Clinton Avenue Handicap Application

Upon the request of the resident, City staff reinvestigated the handicap application submitted for 2322 Clinton Avenue due to a discrepancy on the original application. Based on our findings and additional interviews with the applicant, we are suggesting that the denial for this handicap parking space previously approved is overturned.

Recommendations

It is my recommendation to approve the handicap application for 2322 Clinton Avenue.

Sincerely,

Nicole Campbell, Traffic Engineer



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 4/12/2013
Officer: M. Raimondi #192

Applicant Name: Gloria Torres

Address: 2322 S. Clinton Ave, Berwyn IL 60402

Telephone: (630) 615-0963

Nature of Disability: Arthritis, Back Pain, Knee Replacement, Plantar Fascitis

Information

Doctor's Note/ Affidavit:

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

Interviewed:

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

Owner's Support Letter

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

Off Street:

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

Walker / Cane:

On Street:

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

Oxygen:

Meets Police Dept Requirements

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

Report # 13-03537

Ward Alderman:

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

Incident#: 13-03537

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	13-03537
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C13-017440	In Person
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
04/12/2013 12:33	2322 S CLINTON AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
04/12/2013 12:33		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS
TORRES, GLORIA			2322 S CLINTON AV Berwyn, IL 60402
SEX	RACE	HGT	WGT
F		5' 6"	155
SID #	DL #	FBI #	ALT PHONE
	T62028053877		3

CLOTHING

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

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
	IL	Carryall/SUV		
YEAR	MAKE	MODEL	COLOR	COMMENTS
2004	Cadillac	Escalade	White	
OWNER	TORRES, GLORIA			

NARRATIVES

PRIMARY NARRATIVE

Gloria Torres, dob [redacted], who resides at 2322 S. Clinton, Berwyn IL, 60402, is requesting handicapped parking signs to be placed in front of her residence, she is the home owner.

Ms. Torres suffers ...

There is a carport and a two car garage on the premises, in which her husband currently parks his work truck.

There are several steps which lead to the front door of the residence, however, Ms. Torres related that it is easier for her to gain access to the front, due to the deck in the backyard.

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

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

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) 3-7-2013

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

Mrs James suffers

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____

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

(Physician's Signature/Stamp) 3/26/13
(Date)
Dr Luis A Osorio M.D. 6721 W Cermak
(Print Physician's Name) (Address and Telephone Number)

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

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

Application # **841**

Public Works Director or Designee Dan Schiller

Comments: _____

Meets Public Works Criteria:

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

Date: 10/16/2013

Police Report # 13-03537

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

Application # **841**

Traffic Engineer or Designee Nicole Campbell

Comments: No carport, near the high school and deck is difficult to maneuver around.

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: 10/16/2013

Police Report # 13-03537