



# **City of Berwyn**

## **City Council Meeting**

**July 24, 2012**

**BERWYN CITY COUNCIL MEETING**  
**JULY 24, 2012**

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

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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**AGENDA**

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. REGULAR MEETING 7/10/12 - COW-7/10/12
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-DEPOT DISTRICT POCKET PARK
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
- (J) STAFF REPORTS
  - 1. FIRE CHIEF-PERMISSION TO SEEK BIDS
  - 2. FIRE CHIEF-FIREFIGHTERS LOCAL 506 COLLECTION DATES FOR MUSCULAR DYSTROPHY DRIVE (M.D.A.)
  - 3. POLICE CHIEF-REQUEST PROMOTION TO POSITION OF POLICE SERGEANT
  - 4. PUBLIC WORKS DIR-REQUEST TO APPROVE PURCHASE A 2013 FORD EXPLORER(SUV) FROM SUBURBAN PURCHASING COOPERATIVE
  - 5. PUBLIC WORKS DIR-NECESSARY WATER METER READING SYSTEM UPGRADES
  - 6. CITY ATTORNEY-SETTLEMENT- 08 CV 6687
  - 7. CITY ATTORNEY-SETTLEMENT-11 CV 03096
  - 8. PROJECT OPERATION MGR-WASTE MANAGEMENT CONTRACT EXTENSION
  - 9. FINANCE DIRECTOR-AMERICAN EXPRESS REWARD PROGRAM UPDATE
  - 10. FINANCE DIRECTOR-DISPOSAL OF 1997 SEAGRAVE QUINT
  - 11. CDBG-RESOLUTION-IGA FOR WEST SUBURBAN COLLABORATIVE

BERWYN CITY COUNCIL MEETING  
JULY 24, 2012

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

1. BUDGET CHAIR-PAYROLL-7/18/12-\$998,357.99
2. BUDGET CHAIR-PAYABLES-7/24/12-\$784,785.80
3. BOYAJIAN-HANDICAP DROP OFF ZONE-C. AVILA-3235 HIGHLAND-APPROVE
4. BOYAJIAN-HANDICAP DROP OFF ZONE-M. ARREDONDO-3248 CUYLER-APPROVE
5. BLOCK PARTY-3500 BLOCK OF CLINTON- 8/25/12-RAIN DATE 8/26/12
6. BLOCK PARTY-6800 BLOCK OF 29<sup>TH</sup> PLACE – 8/25/12-RAIN DATE-8/26/12
7. BLOCK PARTY-3200 BLOCK OF WISCONSIN-8/18/12-RAIN DATE-8/19/12
8. BLOCK PARTY-2600 BLOCK OF GROVE-8/11/12-RAIN DATE-8/18/12
9. BLOCK PARTY-2300 BLOCK OF HIGHLAND-8/4/12-RAIN DATE-8/5/12
10. BLOCK PARTY-1200 BLOCK OF KENILWORTH-8/25/12-RAIN DATE-9/1/12
11. ST. ODILOS-BSA TROOP 60-CARWASH-8/11/12-RAIN-8/18/12-9AM TO 4PM
12. J. STERLING MORTON-HOMECOMING PARADE-10-5-12
13. LAURETO-STREET CLOSURE/COMMODORE BARRY POST #256

ITEMS SUBMITTED ON TIME 26



THOMAS J. PAVLIK - CITY CLERK

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

ADDENDUM TO AGENDA

BERWYN CITY COUNCIL

JULY 24, 2012

8:00 PM

(G) REPORTS AND COMMUNICATIONS FROM THE MAYOR

1. MAYOR-Wage Reopener with SEIU – Local 73





- **Table of Contents**


# TABLE OF CONTENTS

ITEM(S)	PAGES
ROLL CALL	
A. Pledge of Allegiance – Moment of Silence	
B. <u>Open Forum</u> Topic must NOT be on the Agenda	
C. <u>Presentation of Previous Meeting Minutes for Approval</u>	
1. Minutes City Council – 7/10/12	1- 3
2. Minutes Committee of Whole – 7/10	1- 1
D. <u>Bid Opening – Tabulations</u>	
E. <u>Berwyn Development Corp-Berwyn Township/Health District</u>	
1. BDC-DEPOT DISTRICT POCKET PARK	1-1
F. <u>Reports and Communications from the Mayor</u>	
G. <u>Reports and Communications from the City Clerk</u>	
H. <u>Communications from (Zoning) Board of Appeals</u>	
I. <u>Reports and Communications from Aldermen, Committees, other Boards and Commissions</u>	
J. <u>Staff Reports</u>	
1. Fire Chief-Permission to Seek Bids	1- 2
2. Fire Chief-Firefighters Local 506 – Muscular Dystrophy Drive (M.D.A.)	1- 2
3. Police Chief-Request Promotion to Position of Police Sergeant	1- 2
4. Public Works Director-Request to approve Purchase a 2013 Ford Explorer (SUV) From Suburban purchasing Cooperative	1- 1
5. Public Works Director-Necessary Water Meter Reading System Upgrades	1- 2
6. City Attorney – Settlement 0 08 CV 6687	1- 5
7. City Attorney – Settlement -11 CV 03096	1- 1
8. Project Operation Mgr.-Waste Management Contract Extension	1- 3
9. Finance Director-American Express Reward Program Update	1- 1
10. Finance Director-Disposal of 1997 Seagrave Quint	1- 1
11. CDBG-Resolution-IGA for West Suburban Collaborative	1- 1
K. <u>Consent Agenda</u>	
1. Budget Chair-Payroll-7/18/12-\$998,357.99	1- 1
2. Budget Chair-Payables-7/24/12-\$784,785.80	1- 7
3. Boyajian-Handicap Drop off Zone-C. Avila-3235 Highland- <b>Approve</b>	1- 8
4. Boyajian-Handicap Drop off Zone-M Arredondo-3248 Cuyler- <b>Approve</b>	1- 9
5. Block Party-3500 Block of Clinton-8/25/12- Rain date-8/26/12	1- 2
6. Block Party-6800 Block of 29 <sup>th</sup> Place-8/25/12-Rain Date-8/19/12	1- 2
7. Block Party-3200 Block of Wisconsin-8/18/12-Rain Date-8/19/12	1- 3

BERWYN CITY COUNCIL MEETING

**Consent Agenda** (continued)

- |  |      |
|--|------|
| 8. Block Party-2600 Block of Grove-8/11/12-/Rain Date-8/18/12            | 1- 2 |
| 9. Block Party-2300 Block of Highland08/4/12-Rain Date-8/5/12            | 1- 2 |
| 10. Block Party-1200 Block of Kenilworth08/25/12-Rain Date-9/1/12        | 1- 2 |
| 11. St. Odilo's-BSA Troop 60 – Carwash – 8/11/12-Rain-8/18/12 9am to 4pm | 1- 1 |
| 12. J. Sterling Morton-Homecoming Parade – 10/5/12                       | 1- 1 |
| 13. Laureto-Street Closure/ Commodore Barry Post # 256                   | 1- 1 |

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



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

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

MINUTES BERWYN  
CITY COUNCIL  
JULY 10, 2012

0-1

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Santoy, Avila and Laureto. Absent; Polashek. Thereafter Santoy made a motion, seconded by Avila, to excuse Alderman Polashek. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was had for the family of the deceased Dolores T. Fron, beloved wife of the former City of Berwyn Alderman, Raymond Fron and the Family of Salvatore F. Bertuca, Father of our City Attorney, Anthony Bertuca and for the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
3. The Open Forum portion of the meeting was announced. The Mayor congratulated Berwyn Fire Fighter Mike Laureto and his wife Madalyn, on the birth of their daughter Everleigh Rose and to the proud grandparents Tony and Alderman Nora Laureto.
4. The minutes of the Berwyn City Council Meeting and the Committee of the Whole held on June 26, 2012 were submitted. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
5. The Berwyn Development Corporation submitted a communication regarding a TIF application for Michael Anthony's at 6434 Ogden Avenue. The Mayor recognized Anthony Griffin, BDC Executive Director, who reviewed same. Thereafter, Boyajian made a motion, seconded by Skryd, to concur and approve as submitted in an amount not to exceed \$7,565.62. The motion carried by a unanimous roll call vote.
6. The Berwyn Development Corporation submitted a communication regarding a TIF application for Cigars and Stripes, 6715 Ogden Avenue. The Mayor recognized Anthony Griffin, BDC Executive Director, who reviewed same. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve as submitted in an amount

BERWYN CITY COUNCIL MINUTES

July 10, 2012

not to exceed \$43,000. The motion carried by a unanimous roll call vote.

7. The City Clerk submitted a communication regarding the appointment and swearing in of new Deputy City Clerk Ruth Wasiukiewicz. Thereafter, Avila made a motion, seconded by Skryd, to concur and to approve the appointment as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the oath of office.
8. The City Clerk submitted a communication regarding approval of Closed Committee of the Whole Minutes of March 27, 2012, April 10, 2012, April 24, 2012 and June 14, 2012 as reviewed in Closed Session on June 26, 2012. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a voice vote.
9. The City Clerk submitted a communication regarding Ride for Liberty 2012, an event for supporting Chicagoland homeless Veterans. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
10. Police Chief Ritz submitted a communication requesting the hire of three (3) Police Officers, to replace the vacancies. Thereafter, Avila made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
11. The Projects Operations Manager submitted a communication regarding contract award to Reconfigure, Insulate, Repair and Clean existing HVAC Duct System at the South Fire Station-6436 Windsor Avenue. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve as submitted and to award contract to Martin-Aire Heating & Cooling in an amount not to exceed \$29,700. The motion carried by a unanimous roll call vote.
12. The Finance Director submitted a communication regarding the City of Berwyn's 2011 Comprehensive Annual Financial Report ("CAFR"). Thereafter, Chapman made a motion, seconded by Boyajian, to concur and accept as information. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES

July 10, 2012

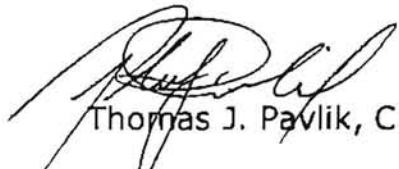
13. The Consent agenda Items K-1 thru K-15 were submitted

K-1 Budget Chair-Payroll-7/2/12-\$1,082,742.63-Approved  
K-2 Budget Chair-Payables- 7/10/12-\$1,488,932.66-Approved  
K-3 Building Dept-Bldg & Improvement Permits for June  
K-4 Block Party-3200 Block of Home-7/28/12-Rain date-7/29/12  
K-5 Block Party-1400 Block of Cuyler-8/18/12- Rain date-8/25/12  
K-6 Block Party-1600 Block of Home-7/28/12- Rain date-8/4/12  
K-7 Block Party-1600 Block of Clinton-7/21/12-Rain date-7/28/12  
K-8 Block Party-3400 Block of Home-7/21/12-Rain date 7/21/12  
K-9 Block Party-1800 Block of Clinton-7/28/12- Rain date-8/4/12  
K-10 Block Garage Sale-1800 Block Clinton-7/14/12 & 7/15/12  
K-11 St. Michael's Rummage Sale-7/7/12 & 7/8/12  
K-12 St. Leonard's-Annual Blocktoberfeast-10/6/12-Rain date10/7/12  
K-13 New Life Church-Yearly Rummage Sale-8/4/12  
K-14 Lectura Montessori School-Garage Sale-7/7/12  
K-15 Block Party-1900 Block Harvey-7/21/12

Thereafter, Avila made a motion, seconded by Boyajian, to concur and approved by Omnibus vote designation. Motion carried by a voice vote.

14. Alderman Skryd cancelled an Administration Committee meeting, as previously called, for Monday July 16, 2012 at 5:30 p.m. and re-scheduled a meeting for July 30, 2012 at 5:30 pm.
15. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Chapman, to adjourn at the hour of 8:15 p.m. The motion carried by a voice vote.

Respectfully submitted,

  
Thomas J. Pavlik, CMC  
City Clerk



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

1. Mayor Lovero called the Committee of the Whole to order at 6:02 p.m., upon the call of the roll; the following responded present: Chapman, Boyajian, Paul, Avila, and Laureto. Absent: Skryd, Santoy and Polashek. Thereafter, Avila made a motion, seconded by Chapman, to excuse Alderman Skryd, Alderman Santoy and Alderman Polashek. The motion carried.
2. 2011 Audit Report; the Mayor recognized Christine Torres of the auditing firm, Crowe Horwath, who reviewed the process, along with the new accounting standards that have been implemented. Ms. Torres reported the City has a "good Clean Audit," also stating the City is in good shape financially this year. The Mayor asked if there were any comments and/or questions from the Council Members, there being none, the Mayor thanked Ms. Torres, Finance Director John Wysocki, his staff and all City Departments for their cooperation to achieve a timely and clean Audit Report.
3. There being no further business for the Open Committee of the Whole, the Mayor asked for a motion to go into Closed Session for Personnel, Real Estate, Pending Litigation and Single Audit review. Thereafter, Avila made a motion, seconded by Chapman, to close the Committee of the Whole at 6:09 P.M. Motion carried.
4. A Motion was made in Closed Session to re-open the Committee of the Whole by Skryd, seconded by Boyajian, at 7:23 P.M. the motion carried. **Note:** Skryd present in Closed Session at 6:30 P.M. and Santoy present at 7:04 P.M.
5. A motion was made by Boyajian, seconded by Skryd, to adjourn the Committee of the Whole at 7:23 P.M. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC  
City Clerk



## **D. Bid Openings Tabulations**



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



E-1

July 18, 2012

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

**Re: Depot District Pocket Park**

Dear Mayor and Members of the City Council,

In the past several months the Berwyn Development Corporation, in conjunction with the Lakota Group, has taken the lead on developing a pocket park in the Depot District. The pocket park is located at 6846 West Windsor Avenue, the corner of Kenilworth Avenue and Windsor Avenue. The 2,825 square foot lot has been vacant for many years and needs to be developed.

The Berwyn Development Corporation is seeking City Council to award a BID to one of the contractors for the development of the pocket park. The BIDS have been received until Monday, July 23, 2012 at 10 a.m. The work will include concrete pavement and paver installation, decorative bench installation, site lighting, signage, and all related construction.

Respectfully submitted for your consideration.

A handwritten signature in black ink, appearing to read "Anthony W. Griffin". The signature is stylized and includes a small mark above the "i" in "Griffin".

Anthony W. Griffin  
Executive Director



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



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

The City of Berwyn



Robert J. Lovero  
Mayor

G-1

A Century of Progress with Pride

July 24, 2012

To: Members of City Council

Re: **Wage Reopener with SEIU - Local 73**

For your consideration, I am submitting a wage agreement pertaining to the Service Employees International Union, Local 73 resulting from the reopener language of the contract that was signed on August 10, 2010.

Regarding this agreement, please understand that negotiations are still closed and information should remain in your possession only as to avoid any unfair labor practices.

The Mayor's Office along with the Law Department is requesting your approval of this agreement.

Respectfully,

A handwritten signature in black ink that reads 'Robert J. Lovero'.

Robert J. Lovero  
Mayor



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





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



## **J. Staff Reports**



J-1

## **BERWYN FIRE DEPARTMENT**

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

708.788.2660 ext 3281

FAX 708.788.3039 • Emergency 9-1-1



**Mayor Robert J. Lovero**

**Denis O'Halloran**

*Fire Chief*

do'halloran@ci.berwyn.il.us

**Sam Molinaro**

*Assistant Fire Chief*

smolinaro@ci.berwyn.il.us

July 19, 2012

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

Re: Permission to seek bids

The Fire Department is requesting permission to seek bids for the construction of the parking lot behind the North Fire station. This parking lot is being constructed on the 1535 Clarence Avenue (city owned) property and has been fully funded through the CDBG # 10-11-416.

I've attached a copy of the advertisement which will appear on the City website and in the Lawndale News for your review.

Respectfully submitted,

Sam Molinaro

Assistant Fire Chief



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

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

## **BERWYN FIRE DEPARTMENT**

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



**Mayor Robert J. Lovero**

The City of Berwyn will receive single prime sealed bids for the Berwyn Fire Station No. 2 Parking Lot project until 2:00 pm local time on Thursday, August 7, 2012. Bids are due to the City Clerk's office at the City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, Illinois 60-402. All bids received by that time and place will be publicly opened and read aloud immediate thereafter in the City Council Chambers.

Bidding documents, including the Proposal Form, Drawings and Specifications, will be on file at the Offices of the Architect, Wold Architects and Engineers, 110 North Brockway, Suite 220, Palatine, Illinois, 60067 (847) 241-6100.; at the McGraw Hill Construction Dodge Plan Room (St. Louis, MO) 314-781-2504; Reed Construction Market Data (Oak Brook, IL) (800) 699-8640; Illowa Builders Exchange (Rock Island) (309) 788-9260; Northern Illinois Building Contractor's Association (Rockford) (815) 229-5636; Greater Peoria Contractor's & Suppliers Association (Peoria) (309) 692-5710; Construction Resource Technology (888) 506-7613 and Master Builders of Iowa (DesMoines, IA) 1-800-362-2578.

This project includes: Site demolition and grading, excavation, engineered fills, storm sewer, concrete curb and gutter, bituminous asphalt paving, metal panel siding, standing seam metal roofing, caulking and sealants, PVC privacy fencing, site lighting, electrical power distribution.

Wold Architects and Engineers will provide complete sets of the Bidding Documents to prospective bidders and subcontractors. The copies will be available about July 25, 2012. Both a deposit check in the amount of \$20 and a non-refundable check in the amount of \$10 made out to "Wold Architects and Engineers" for each set ordered are required. The following information must accompany the deposit: Company name, mailing address, street address, phone and facsimile numbers and type of bidder (i.e. General, Mechanical or Electrical Subcontractor to General, or other). A refund of \$20 will be sent to prime contractors who submit a bid to the Owner and subcontractors for each set (including addenda) returned to Wold Architects and Engineers in good condition within ten (10) calendar days of the award date, subject to the conditions of AIA Document A701.

Make proposals on the bid forms supplied in the Project Manual. No oral, telegraphic or telephonic proposals or modifications will be considered. Submit with each bid, a certified check or acceptable bidder's bond payable to City of Berwyn in an amount equal to ten percent (10%) of the total bid. The successful bidder will be required to furnish satisfactory Labor and Material Payment Bond, and Performance Bond.

Bids may not be withdrawn within thirty (30) days after the scheduled time of opening bids, without the consent of the Owner. The Owner reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding.

The Owner requires Substantial Completion of the project on or before October 1, 2012.





# The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief  
788.788.2660 ext 3280

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

J-2

July 17, 2012

To: Mayor Robert Lovero  
Members of City Council

From: Fire Chief Denis O'Halloran

RE: Berwyn Firefighters Local 506 Collection dates for Muscular Dystrophy Drive (M.D.A.)

Ladies & Gentleman,

Attached is a communication from Local 506 requesting permission to collect for Muscular Dystrophy Drive on the following Saturdays in August, 11<sup>th</sup>, 18<sup>th</sup> and 25<sup>th</sup> 2012 from 09:00 am. to 1:00 pm. The members will be required to wear traffic safety vests while in the various intersections through out the City.

Respectfully,

A handwritten signature in blue ink that reads "Denis O'Halloran".

Denis O'Halloran

Fire Chief

June 25, 2012

Mayor Lovero and the Berwyn City Council,

As co-chairperson of the Berwyn Firefighters Association Local 506 Muscular Dystrophy Drive, I am requesting permission for our local firefighters, in conjunction with the Berwyn Fire Department, to collect donations at various intersections throughout the city of Berwyn.

The "Fill the Boot" drive is scheduled to take place on three Saturdays: August 11, 2012, August 18, 2012 and August 25, 2012. We have planned on the drive taking place between 9:00 am and 1:00 pm each day.

Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in cursive script that reads "Christina M. Jacobs". The signature is written in black ink and is positioned above the printed name.

Christina M. Jacobs

Co-chair, Local 506 Muscular Dystrophy Drive



Mayor  
Robert J. Lovero

## BERWYN POLICE DEPARTMENT

*"Serving with Pride"*



Chief of Police  
James D. Ritz

J-3

June 27, 2012

Mayor Robert J. Lovero  
City of Berwyn  
6700 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

RE: **REQUEST PROMOTION TO POSITION OF POLICE SERGEANT**

Dear Mayor Lovero and City Council Members:

Due to a recent retirement, I am respectfully requesting City Council approval and your authorization to promote the next eligible candidate from the current Sergeants eligibility list.

With approval, the request for promotion will be forwarded to the Fire and Police Commission to continue the process. The position is currently approved in the police department budget, and the appointment will meet all the hiring guidelines of the Illinois Municipal Police Association (IMPA) collective bargaining agreement.

Please contact me at anytime if you have further questions regarding this request. Thank you for your time and consideration.

Respectfully submitted,

James D. Ritz  
Chief of Police



CITY OF BERWYN POLICE AND FIRE COMMISSION

Carl Reina, Chairman

Rick Toman, Commissioner 6401 WEST 31ST STREET

Roger Montoro, Commissioner BERWYN, IL. 60402

Tony J. Laureto, Secretary



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

Date: July 17, 2012

RE: Promotion of Police Officer Salvador Gamino

At the request of Chief Jim Ritz, Salvador Gamino 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 Salvador Gamino to the rank of Sergeant in the Berwyn Police Department and are sworn in at the Berwyn Council meeting on 7/24/2012 with the effective start date of 7/25/2012.

The Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman, Commissioner

Roger Montoro, Commissioner

Tony J. Laureto, Secretary





J-4

A Century of Progress with Pride

Date: July 20, 2012

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

Re: Request to approve the purchase of a 2013 Ford Explorer (SUV) from the Suburban Purchasing Cooperative.

This request is a result of one of our municipal staff vehicles (2005 Ford Explorer VIN#1FMZU72K65UA22342) breaking a timing belt and therefore causing a complete failure of the engine and transmission. This vehicle was acquired from the Police Department when it was removed from service as a front line squad car. It is in poor condition and the odometer reads about 126,000 miles. The costs to repair this vehicle far exceed its value. Therefore, I am requesting this vehicle be declared surplus to be used to replace damaged body parts on other Explorers still in service for the City.

I have researched different options to replace this vehicle. The most cost effective replacement is to purchase a Ford Explorer through the Suburban Purchasing Cooperative (SPC). The SPC is a Northern Illinois Municipal Cooperative that is similar to the State of Illinois Central Management Services (State Bids). These vehicles are outfitted specifically for municipal use with stronger suspension and transmissions. In addition, they can be wired for or include all emergency lighting, Red/Blue for Police use and Yellow/White/Green for non police use. This unit will replace the above mentioned Ford Explorer and will be paid for from 500-44-5800. This line item is for equipment replacement.

**Recommended Actions:**

Approve the purchase of a 2013 Ford Explorer from the Suburban Purchasing Cooperative for \$28,153.

Respectfully,

Robert Schiller  
Director of Public Works



J-5

**A Century of Progress with Pride**

July 19, 2012

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

Re: Necessary Water Meter reading system upgrades.

Mayor and Members of City Council:

The following is an outline of our water meters, our reading equipment and the need to upgrade.

**Current reading equipment-**

- The City is currently using a model 3500 VXU (vehicle transceiver unit) to read all the MXU (meter transceiver unit) radios via vehicle drive by. The model 3500 VXU is roughly 13 years old.
- The City recently ordered a new handheld programming unit that is replacing our 14 year old handheld programming device. Originally in 2000, the City purchased two handheld units to program the MXU radios and to take individual readings when needed. Currently, one of the handhelds does not function at all, and the other works, but is beginning to fail; it needs to be reset frequently and is getting worse. The reasons for upgrading our handhelds are that these units are so old, that Sensus is no longer able to get parts for them, eliminating the possibility of repair, and the handhelds cannot read the new Smart Point MXU Radios.

**MXU (radios)**

- In 2000, the City began its migration to our radio read water meter system with the installation of MXU radios throughout town. The original MXU's had a 5 year warranty battery and were able to be read by our VXU or our handheld device. The City has been reading these radios with the vehicle unit for the past 13 years with no issues.

**Migrating our current system to the latest technology.**

The MXU devices that were installed in 2000 have begun to fail. The City was able to collect information for up to 13 years out of a 5 year battery, and the majority still works today. On average, the City is seeing 150-250 MXU's fail per month. That's about 2,500 a year. Instead of replacing batteries on 13 year old technology, the City is in prime position to migrate to the new MXU radio devices (Smartpoint). The new Smartpoints have new technology that out performs the current radios the City has been using the past 14 years. The benefits of the Smartpoints are as follows.

- They are able to be read with a drive by unit, a handheld, and a fixed base tower. The old MXU's were not fixed base capable.

1 Public Works Drive Berwyn, Illinois 60402-0701 Telephone: (708) 749-4700 Fax: (708) 749-9503 [www.berwyn-il.gov](http://www.berwyn-il.gov)

- The Smartpoints have 10 times the power of our old MXU's which allows for much greater reading distances. Miles of reading distance are now possible with this power.
- The Smartpoints also operate on a SENSUS owned radio frequency. The City of Berwyn currently has a sub license from Sensus to operate on this frequency. In the event something was ever to happen to Sensus, the City is protected by this sub license and will be able to continue to collect meter readings on this frequency. Currently, the MXU radios operate on an open bandwidth that most devices use (keyless remotes, garage door openers etc.) The FCC strictly regulates how much power devices can use on this open frequency. The new Smartpoints do NOT operate on this frequency and therefore can put out a full 2 watts of power.
- The Smartpoints are able to log data. They are able to collect hourly readings of a water meter. If there is an issue with a resident's bill, the City will be able to collect the readings from the Smartpoint radio to check usage and address resident concerns. The current radios do not have this capability.
- The Smartpoint radio has a 20 year battery warranty compared to the current units which were warranted for 5 years.

The Public Works Department is recommending replacing the current failing MXU's with new Smartpoint units. This allows the City to continue using the current MXU's to maximize their use and also allows a transition into the new smartpoint technology. Replacement of all 17,000 MXU's at once is not a fiscally feasible solution. However, a more reasonable migration toward the possibility of a fixed base system would begin with the replacement of 2,500 to 3,500 MXU's per year as they fail with Smartpoints. At our current rate of replacement, the City will have all MXU's replaced in 6.5 years.

#### **Why is a new vehicle system needed?**

In addition to replacing the old handheld programming device and migrating to the new smartpoint radio units, the City's current vehicle reading device can ONLY read the current MXU's. This too is a 14 year old device that cannot support the new technology. In order to read both the current radios and the new Smartpoints, the City will need to upgrade to a new vehicle unit. This will allow the City to read both devices exactly like they currently do.

Our goal is to maximize our investment in our current radio read system. At the same time, as the current MXU radios fail, we want to seamlessly transition to the future.

#### **Recommended Action**

Staff recommends the City Council waive the sealed bid process and approve the purchase of a new vehicle drive by meter reading device for \$31,500 from HD Supply. This unit is supported by HD Supply (our area Sensus Dealer) and carries a one year warranty.

Respectfully,



Robert Schiller  
Director of Public Works



The City of Berwyn



Anthony T. Bertuca  
City Attorney

J-6

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July 24, 2012

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

Re: 08 CV 6687

Dear Mr. Pavlik:

Please put this item on the June 24, 2012 agenda authorizing the attorneys for the City of Berwyn to execute the settlement agreement of the above referenced matter for the total of \$650,000.00, based upon City Council authority granted in Executive Session.

Very truly yours,

A handwritten signature in cursive script that reads "Anthony T. Bertuca".

Anthony T. Bertuca  
City Attorney

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT is entered into by and between Plaintiffs Elizabeth Buonauro, Sal R. Sottile, and The Bobby Buonauro Clinic, Inc. (collectively "Plaintiffs"), Gould & Ratner, LLP ("Gould & Ratner"), and Defendant City of Berwyn ("City"), who, through their undersigned counsel of record, agree and stipulate as follows:

**RECITALS**

WHEREAS, on November 21, 2008, Plaintiffs filed Case No. 08-CV-6681 before the U.S. District Court for the Northern District of Illinois ("District Court") alleging that the City violated the Americans with Disabilities Act ("ADA") and Rehabilitation Act ("RA") and seeking, among other relief, (1) a permanent injunction prohibiting the City from implementing zoning regulations, ordinances, or enforcing any policy that has the effect of excluding substance abuse clinics and/or methadone maintenance programs within the City or imposing different or more burdensome zoning requirements on methadone treatment programs than those imposed on other medical offices or clinics; (2) a declaratory judgment that the proposed substance abuse clinic at the Golden Medical Center constitutes a valid pre-existing use, or in the alternative, declaring that such use constitutes a valid conditional use as a group medical practice under the City's zoning ordinance; (3) a declaratory judgment that any ordinance which in intent and/or application prohibits opening a substance abuse clinic or methadone treatment program in the City constitutes an unlawful and invalid violation of the ADA and RA; (4) monetary damages; and, (5) a judgment for plaintiffs' attorneys fees, pursuant to 42 U.S.C. Section 12205, plus costs of suit; and

WHEREAS, from October 10 through October 17, 2011, the trial on this matter was held before the District Court, and

Seventh Circuit Court of Appeals. This appeal is pending before the Court of Appeals as Case No. 12-2481 ("Plaintiffs' Appeal"), and

WHEREAS, the City denied and continues to deny that the District Court had jurisdiction to enter the May 10, 2012 Order or that it violated the ADA, RA, the Berwyn Zoning Ordinance and/or Illinois law, or any other law or statute with respect to Plaintiffs, and thus denies it is liable for any of the claims alleged by Plaintiffs in this action; and

WHEREAS, the City disputes that Gould & Ratner is entitled to the attorneys' fees and costs Gould & Ratner has demanded, and

WHEREAS, the parties have reached an agreement in compromise and settlement of the claims, the Appeals, and intend this Agreement to constitute complete and final settlement or resolution of the matters described herein; and

WHEREAS, the parties agree that settlement of this case in accordance with the terms and conditions herein contained, is in their respective interests, including the interest of avoiding the uncertainty, cost and inconvenience of further litigation, and is in the public interest of the residents of the City of Berwyn and in accordance with the ADA, and further that the entry of this Agreement is the most appropriate means of resolving the matters described herein; and

NOW WHEREFORE, it is hereby AGREED as follows:

1. The obligations of this Agreement shall apply to and be binding upon the Plaintiffs, Gould & Ratner, the City, and their respective employees, divisions, agencies, representatives and agents, or any other person who are, or will be, acting in concert or participation with them whether or not such person has notice of this Agreement.

claimed or that could have been claimed against them, or any of them, under the ADA or RA or otherwise arising under any federal or state statutory or common law as a result of any activity directed toward or otherwise related to the Plaintiffs' application to open a substance abuse clinic in the City as alleged in this action.

7. It is understood and agreed that in the event that the payment set forth in Paragraph 4 is found to be taxable by any taxing authority, Plaintiffs and Gould & Ratner agree to assume any and all liability for federal, state and local taxes, withholding, FICA, deductions, or contributions of whatever kind which are or may be payable because of the payment of the said amount and agree, jointly and severally, to indemnify, defend and to hold the City harmless from any amounts deemed owed, including attorneys' fees, penalties and interest by any governmental agency, federal, state or otherwise, resulting from or related to the payment of the aforementioned monies.

8. This Agreement does not relieve the City from its responsibility to comply with the injunctive relief set forth in District Court's May 10, 2012 Order and any applicable federal, state, or local law or regulation in the future.

9. All notices and communications required under this Agreement shall be made to the parties through each of the following legal representatives:

A. TO PLAINTIFFS and/or GOULD & RATNER:

Robert A. Carson  
Gould & Ratner LLP  
222 N. LaSalle Street, 8th  
Chicago, IL 60601  
[rcarson@gouldratner.com](mailto:rcarson@gouldratner.com)

ON BEHALF OF THE CITY,  
CITY OF BERWYN

Dated: \_\_\_\_\_

Richard F. Bruen, Jr. (ID No. 6242594)  
Odelson & Strck, Ltd.  
3318 West 95<sup>th</sup> Street  
Evergreen Park, IL 60805  
(708) 424-5678

DRAFT



The City of Berwyn



Anthony T. Bertuca  
City Attorney

J-7

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www.berwyn-il.gov

July 24, 2012

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

Re: 11 CV 03096

Dear Mr. Pavlik:

Please put this item on the June 24, 2012 agenda authorizing the settlement of the above referenced matter for the total of \$14,000.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca  
City Attorney

J-8



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24 July 2012

To: Mayor Robert J. Lovero  
Members of City Council

Re: **Waste Management Contract Extension**

In 2006, the City of Berwyn signed a contract with Waste Management to provide garbage services through December 31, 2013. Under that contract, rate increases were calculated by combining the Consumer Price Index (CPI) inflation adjustment with an additional fuel surcharge.

Recently, Waste Management has been moving to convert its existing truck fleet off of diesel and onto cleaner, more affordable natural gas. With this information, staff approached Waste Management to determine if some of this cost savings could be passed along to Berwyn residents. As a result, Waste Management proposed an amendment to the existing contract that would allow for a modification of the rate increases as well as a two year extension. Through extensive negotiations, staff was able to reduce the proposed annual increases from 2.8% down to 2.0%; thus effectively saving Berwyn households more than \$220,000 over the term of the contract.

Under the new amendment, the fixed annual increase will begin in January of 2013. By removing the fuel surcharge entirely from Waste Management's contract, the City will eliminate residents' exposure to the volatile fuel markets. Further, the proposed fixed rate will provide a nearly 10% savings over the historic, variable rate increases and will allow for a more straightforward approach to refuse collection.

**Recommendation:**

Staff recommends the approval of the attached contract extension and rate modification with Waste Management.

Respectfully submitted for your consideration,

Evan K. Summers  
Project Operations Manager

# AGREEMENT FOR WASTE COLLECTION AND DISPOSAL BETWEEN WASTE MANAGEMENT OF ILLINOIS, INC AND THE CITY OF BERWYN

## Amendment No. 1

This contract amendment, (hereafter the "First Amendment"), agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by and between the City of Berwyn, an Illinois municipal corporation (hereafter the "City") and Waste Management of Illinois, Inc., a Delaware corporation (hereafter the "Contractor").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which are herein acknowledged, the City and Contractor agree that:

1. The City and Contractor agree to extend the current contract agreement initiated on December 12, 2006 for an additional two years through January 3, 2016 at the following rates for Refuse Service, Recycling Service and Yard Waste Service:

➤ <u>REFUSE, RECYCLING and YARDWASTE SERVICE</u>	
January 4, 2013 - January 3, 2014	\$ 22.32/unit/month
January 4, 2014 - January 3, 2015	\$ 22.76/unit/month
January 4, 2015 - January 3, 2016	\$ 23.21/unit/month

Fuel Surcharge language found in section VII. Page 16, Section D will be eliminated from the contract, beginning on January 4, 2013. Price increase language found in section VII page 16 number 7 sections i,ii,iii will be changed to say "the annual adjustment shall be based on 2.0% fixed increase per year". All other items referencing CPI adjustment will be eliminated from the contract, effective on January 4, 2013.

Therefore, the City and Contractor mutually agree to modify the Contract as outlined herein. In witness, whereof, the parties to this Contract have caused this First Amendment to be executed as of the day of and year set forth above. In each and every other respect, the Agreement between the City and Contractor of December 12, 2006 is hereby reaffirmed.

CITY OF BERWYN

WASTE MANAGEMENT OF  
ILLINOIS, INC.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Dir. Public Sector Services

Attest : \_\_\_\_\_  
City Clerk

Attest : \_\_\_\_\_  
Municipal Marketing Manager

The City of Berwyn



John Wysocki  
Finance Director

J-9

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6700 West 26<sup>th</sup> Street Berwyn, Illinois 60102-0701 Telephone: (708) 788-2660 (708) 788-0273  
www.berwyn-il.gov

To: Mayor Robert J. Lovero and the City Council  
From: John Wysocki *John Wysocki*  
Subject: American Express Reward Program Update  
Date: July 20, 2012

As you know, in February of 2011, we began paying two of our largest monthly bills – water and garbage- with an American Express card in order to earn points which we redeemed for travelers checks which are then deposited into the City's general bank account.

During 2011, we redeemed points resulting in \$28,975 of revenue deposited into the City's bank account. Our current point balance is 9,419,260 which translates into more than \$47,000. I will be redeeming these points within the next few weeks.

After that, we plan to switch to a credit card rewards program offered by JPMorgan Chase Bank. The Chase program provides for significantly higher rebate earnings. From American Express, we were earning rebates of 1.0% on our spending, but this rate was a promotional one that expired on May 31, 2012. After that, our rate dropped to 0.5% of spending. The rate offered by Chase, which varies based on annual spending, is 1.21% based on our current spending levels. Therefore, we will be earning more than twice as much under the Chase program than we would by continuing the American Express program. The Chase program provides for redemption of points annually via wire transfer into the City's bank account.

Because we are already enrolled in the Chase card program for our city purchase cards, no additional agreements are required. We simply have to order an additional dedicated credit card with a high credit limit. Chase is able to restrict usage of this card to certain types of merchants (e.g. waste haulers, etc.) as an added control. As an added benefit, all city purchase cards will now qualify for the rebate earnings. This was not the case before since spending was below the minimum threshold required for the program. Finally, Chase has performed an analysis on our vendors and identified those that accept credit card payments. Therefore, in addition to the Waste Management and City of Chicago payments that we have been making by credit card, we may pay one or two more high dollar vendors by credit card to further increase our rebate earnings.

Please accept this communication as informational.

The City of Berwyn



John Wysocki  
Finance Director

J-10

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

To: City Council and Mayor Robert Lovero

From: John Wysocki *John Wysocki*

Date: July 20, 2012

Subject: Disposal of 1997 Seagrave Quint

I have received a request from Fire Chief Denis O'Halloran to declare the 1997 Seagrave Quint as surplus property. This truck has been replaced by the recently purchased 2012 Pierce Quint and is no longer useful as either a front line or reserve truck.

Chief O'Halloran has received two offers for the truck – one for \$55,000 and the other for \$65,000. A third offer was from a company wishing to advertise the truck for sale in its magazines and website at a 7% brokerage fee. This third option could result in a lengthy process and additional costs may have to be incurred for pump and ladder recertifications that will be due in less than two months.

Chief O'Halloran recommends that we accept the \$65,000 offer from New England Fire Equipment and Apparatus. I agree that the 1997 Seagrave Quint is surplus property and concur with the Chief's recommendation to accept the \$65,000 offer for it.



J-11

**City of Berwyn**  
**Department of Community Development**

To: Mayor Lovero and City Council  
From: Robert Dwan  
Date: July 24, 2012  
Re: Resolution – IGA for West Suburban Collaborative

Dear Mayor Lovero and City Council Members:

Last year the City Council approved for the third time the resolution and intergovernmental agreement for the West Cook County Housing Collaborative. I am requesting that the City Council again approve this years Resolution and Agreement, which will be for three years.

The Collaborative did receive a 3.1 Million Dollar Grant from Cook County in NSP I funds. These funds are being used to rehab a multi unit building in Maywood and three single family units in Bellwood. Another \$4.3 million dollar grant has also been received and Berwyn will benefit in the second phase of this Grant application. However by sustaining the Collaborative and demonstrating success with our programs, additional funds may be granted to the collaborative, and perhaps will be designated for single family homes and their rehabilitation, with in Berwyn.

Again the following governments are joining in this effort: Berwyn, Bellwood, Forest Park, Maywood and Oak Park. The Metropolitan Mayors Caucus and the Chicago Charitable Trust are also assisting in this endeavor.

The attached resolution approves Berwyn joining into the Collaborative, and directs the Mayor and City Clerk to Sign the attached IGA.

If you have any questions, please feel free to contact me at 708-795-6850 (x 3503), or contact Mr. James Healy at 630-202-1162, who has been helping us on this matter.

Sincerely,



Robert E. Dwan

---

**Mayor Robert J. Lovero \* Robert E. Dwan, Director**  
**6420 West 16<sup>th</sup> Street, Berwyn, Illinois 60402**  
**(708)795-6850 \* (708)749-9457**

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION AUTHORIZING EXECUTION OF**  
**AN INTERGOVERNMENTAL AGREEMENT FOR THE**  
**WEST COOK COUNTY HOUSING COLLABORATIVE**

**WHEREAS**, the City of Berwyn (“ Berwyn”) is a Home Rule of Government pursuant to and defined in Article 7 Section 6 (a) of the 1970 Illinois Constitution; and

**WHEREAS**, said section of the Constitution authorizes a home rule unit of government to exercise any power, and perform any function, pertaining to its government and affairs; and

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

**WHEREAS**, the Mayor and City Council recognize the foreclosure crisis does not adhere to municipal boundaries, and working in cooperation with neighboring municipalities and area not-for-profit agencies is a positive approach to combating the negative affects of the foreclosure crisis in Berwyn; and

**WHEREAS**, the City of Berwyn in collaboration with the other near west suburban communities of Bellwood, Broadview, Forest Park, Maywood and Oak Park (collectively the “Member Communities”), and the Metropolitan Planning Council, are creating this Near West Suburban Housing Collaborative (“ The Collaborative”) for the purpose of obtaining additional NSP Funds from other sources, and for the coordination and furtherance of housing goals in the Member Communities; and

**WHEREAS**, the City of Berwyn and the Member Communities have agreed to enter into an Intergovernmental Agreement (the “IGA”) relating to the creation of the Collaborative, to be substantially the form set forth in **Exhibit A**, attached hereto and made a part hereof, including the retaining of an independent contractor to perform certain services for the Collaborative (“ the Contractor”); and

**WHEREAS**, funding for the employment of the Contractor is being provided by a grant from the Metropolitan mayors Caucus / Chicago Community Trust (the “Grant”) to the Village of Maywood; and The Village of Oak Park.

**WHEREAS**; the Village of Maywood has agreed to act as the Collaborative’s fiscal agent for purposes of hiring the Contractor on behalf of the Member Communities under the terms and conditions set forth in a purposed Independent Contractor Services agreement between the Contractor and the Village of Maywood, to be substantially in the form set forth in **Exhibit B**, attached hereto and made a part hereof; and

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

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

**SECTION 1:**

That the corporate Authorities of the city of Berwyn hereby approve the IGA with the other Member Communities relative to formation of the Collaborative; the IGA to be in substantially the same form as **Exhibit A**, subject to any appropriate modification and final approval by the City Attorney.

**SECTION 2:**

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

**SECTION 3:**

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

**PASSED** this 24th day of July, 2012

\_\_\_\_\_  
**Thomas J. Pavlik, City Clerk**

Voting Aye:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Voting Nay:

\_\_\_\_\_

Absent:

\_\_\_\_\_

Absent:

\_\_\_\_\_

**Deposited in my office this 24th day of July, 2012**

\_\_\_\_\_  
**Thomas J. Pavlik, City Clerk**

**APPROVED** this 24th day of July, 2012

\_\_\_\_\_  
**Robert J. Lovero, Mayor**

**INTERGOVERNMENTAL AGREEMENT  
WEST COOK COUNTY HOUSING COLLABORATIVE  
2012-2015**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is entered into by and between the Village of Bellwood ("Bellwood"), the City of Berwyn ("Berwyn"), the Village of Forest Park ("Forest Park"), the Village of Maywood ("Maywood"), and the Village of Oak Park ("Oak Park")(collectively, the "Member Municipalities"), all being Illinois municipal corporations, for the purpose of setting forth the terms and conditions of the parties' participation in the West Cook County Housing Collaborative ("the Collaborative").

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, authorize units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law or ordinance, and to enter into agreements for the performance of governmental services, activities or undertakings; and

**WHEREAS**, the corporate authorities of the Member Municipalities desire to plan for and implement activities to address housing and housing-related issues; and

**WHEREAS**, the corporate authorities of the Member Municipalities find that it is in their best interests to address housing and housing-related issues on a regional basis using a collaborative, intergovernmental approach as set forth in this Agreement; and

**WHEREAS**, the Member Municipalities have previously entered into an Intergovernmental Agreement establishing the Collaborative and have been successful in obtaining grant funds to further the goals of the Collaborative in addressing housing and housing-related issues; and

**WHEREAS**, the Member Municipalities find that it is in their best interest to continue the work of the Collaborative.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained below, the Member Municipalities agree to continue the existence of the West Cook County Housing Collaborative in accordance with the terms and conditions set forth herein:

**I. INCORPORATION OF RECITALS**

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

**II. PARTICIPANTS**

The Parties to this Agreement are the Member Municipalities. However, the work of the Collaborative relies on the support and assistance of the Metropolitan Mayors Caucus ("MMC") and the Metropolitan Planning Council ("MPC"), and the other entities listed below, engaged by separate contract (collectively, with the Member Municipalities, the "Participants."):

- A. The MMC and MPC have agreed to provide staff support and technical assistance particularly related to assisting IFF, at no charge to the Collaborative

or the Member Municipalities. MMC, as recipient of the Consultant Grant Funds from the Consultant Funding Sources, agrees to act as fiscal agent for those Grant Funds, distributing the Funds in accordance with the invoice approval process set forth in Section VI(A)(2) below.

- B. IFF is a not for profit real estate and housing consultant dedicated to strengthening nonprofits and the communities they serve. IFF has been retained by the Village of Maywood, by independent contractor agreement which agreement relies on grant funds (the "Consultant Grant Funds") received from the Chicago Community Trust and the Grand Victoria Foundation, (the "Consultant Funding Sources") which Consultant Grant Funds are administered by the Metropolitan Mayor's Caucus.
- C. Each Member Municipality has agreed to absorb the already incurred and future internal administrative costs for their own employees' time and miscellaneous costs and expenses associated with creating and implementing projects undertaken by the Member Municipalities pursuant to this Agreement. Except for matching funds required under the HUD SCC Grant, the Member Municipalities are not required to dedicate any other funds to the projects set forth in this Agreement. Any funding requirements must be specifically approved in writing by the corporate authorities of the Member Municipality.
- D. Funding agencies identified in this Agreement, but only to the extent the grant agreements by which they provide funding call for their participation in the funded projects.

### **III. GRANTS**

The work of the Participants will be largely funded by grants obtained by the Participants on behalf of the Collaborative, with matching funds provided by Member Municipalities as required by any Grant Agreement and consented to by the applicable Member Municipality. To date, the following grants have been obtained:

- A. The MMC has obtained the Consultant Grant Funds from the following Consultant Funding Sources which Grant Funds are dedicated to funding the services of IFF:
  - 1. The Grand Victoria Foundation, and
  - 2. The Chicago Community Trust.
- B. The Village of Oak Park received, on behalf of the Member Municipalities, a Sustainable Communities Challenge Grant from the U.S. Department of Housing and Urban Development in the amount of \$2,916,272 (the "HUD SCC Grant"). The HUD SCC Grant was awarded by a Cooperative Agreement which, together with all its attachments, is attached hereto as **Group Exhibit A** and made a part hereof.

The Participants will continue to seek out and apply for additional grants for the purpose of supporting the on-going inter-jurisdictional work of the Collaborative.



#### **IV. ESTABLISHMENT OF STEERING COMMITTEE**

The work of the Collaborative has been and will continue to be overseen by a Steering Committee (the "Steering Committee"), made up of two representatives from each Member Municipality, one an elected official and the other a staff member, both appointed by the Mayor or Village President of each Member Municipality.

Maywood's Director of Community Development shall act as chairperson of the Steering Committee and principal liaison between IFF and the Steering Committee. The Village of Oak Park's Housing Programs Manager will act as co-chair, and will serve in the absence of Maywood's Director of Community Development. The Oak Park Housing Programs Manager will act as liaison between the Steering Committee and HUD.

No Member of the Steering Committee shall receive compensation for service on the Steering Committee, other than the compensation the member ordinarily receives from his or her employing Municipality.

The Steering Committee shall be subject to and shall be governed by the terms of this Agreement and by any By-Laws adopted by the Steering Committee and amended from time to time. In the event of a conflict between this Agreement and the Bylaws, the terms of this Agreement shall control the creation and operation of the Steering Committee.

Neither the Collaborative nor the Steering Committee are intended to be legal entities separate and apart from the individual Member Municipalities and have no power to contract or take any other legally binding action.

#### **V. DUTIES OF STEERING COMMITTEE**

##### **A. Duty to Act in Accordance with Grants**

The work of the Steering Committee and the work of IFF shall conform to the requirements of any grant agreements which provide funding to or on behalf of the Collaborative, to IFF, or to any other Participant in furtherance of the goals of the Collaborative, and shall be consistent with the Homes for a Changing Region report dated April 2012. However, at the conclusion of any particular grant funding, the Committee will continue to exist and will operate according to the rules of any other funding agreements that may be entered into.

##### **B. Duties regarding IFF**

The Steering Committee is charged with the responsibility of overseeing the work of IFF whose duties are described in the Village of Maywood/IFF Independent Contractor Services Agreement attached hereto and made a part hereof as **Exhibit B** ("IFF Services Agreement") and in the Village of Oak Park – IFF Cooperative Agreement.

##### **1. Supervise and Coordinate IFF's Services**

The Steering Committee will direct, oversee and cooperate with IFF in carrying out the services in the Independent Contractor Services Agreement, the Cooperative Agreement and any other services IFF will provide under other grants received in the future.

##### **2. Identify Additional Projects**

The Steering Committee will work with the IFF and the other Participants to identify additional projects and priorities to be undertaken by the Collaborative pursuant to grant funds either previously received or to be received by any Participant under this Agreement.



3. Invoices and Funding Sources

The Steering Committee will review and approve all IFF invoices. Because the Steering Committee is not a legal entity, it shall have no responsibility for the payment of any invoices.

The Village of Maywood will submit approved IFF invoices to MMC as the fiscal agent of the Consultant Funding Sources.

The Village of Oak Park will submit approved IFF invoices to HUD for any services performed under the Cooperative Agreement.

Other payment arrangements to IFF may be developed if any other Member Municipality secures additional grant funds for that purpose on behalf of the Collaborative. Such alternative payment arrangements must be approved by the Steering Committee.

C. Quarterly Meetings

The Steering Committee or its designee will meet with IFF, MMC and any necessary grant funding agency representatives no less than once per quarter to: a) review the status of the projects coordinated by IFF; b) to evaluate IFF's performance based on certain benchmarks which the Steering Committee, together with MMC, will determine; c) to evaluate the status of projects undertaken by the Member Municipalities pursuant to grant funds received under this Agreement; and d) to evaluate IFF's performance with respect to the terms of the grants funding such projects and any grant agreements providing Consultant Funding Sources.

D. No Contracting Authority

The Steering Committee, like the Collaborative, is not a legal entity, and as such shall not have the authority to contract nor shall it incur any liability or be bound by the terms of any service contract or grant agreement. Member Municipalities shall only be contractually bound by agreements expressly authorized and approved by the governing body of a Member Municipalities.

**VI. PROJECTS**

Using the grant funds noted above, the Participants will undertake the following projects in furtherance of the goals of the Collaborative:

A. Retain Consultant

1. Maywood – IFF Agreement

The Village of Maywood, on behalf of the Member Municipalities, using Consultant Grant Funds received from the Consultant Funding Sources, has retained IFF to provide administrative assistance and guidance to the Collaborative and to perform other services as described in the IFF Services Agreement, attached hereto as Exhibit B.

2. Payment Process

IFF will submit invoices for the services provided under the IFF Services Agreement to the chair of the Collaborative. The chairperson will distribute IFF's invoices to each of the Member Municipalities. If a Municipality has any objection to the invoice as stated, the Municipality must inform the Chair in writing within 7 days. If a majority of the Member Municipalities object to all or any portion of an invoice, the Chair will not forward

that portion of the invoice for payment. The Chair will forward to MMC, and direct the payment by MMC, as recipient of the Consultant Grant Funds and fiscal agent for the Consultant Funding Sources, only those invoices for which no objection is received from the majority of the Member Municipalities. MMC will not distribute the grant funds unless and until the Chair directs the payment.

Under no circumstances shall the Village of Maywood be responsible to pay IFF out of its own funds. All payments owed to IFF under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the Consultant Grant Funds and fiscal agent for the Consultant Funding Sources.

**3. Oak Park - IFF Agreement**

The Village of Oak Park, on behalf of the Member Municipalities has separately contracted with IFF under a Cooperative Agreement, to perform services under the HUD SCC Grant. IFF's services under the Cooperative Agreement will terminate on January 31, 2015, the expiration date of the HUD SCC Grant Cooperative Agreement. The services IFF will perform under the Cooperative Agreement are stated in that agreement. The Village of Oak Park will not be responsible to pay IFF out of its own funds. All payments owed to IFF under the Cooperative Agreement will be made using the HUD SCC grant funds and in the manner required by HUD as set forth in the Cooperative Agreement.

**4. Additional Projects**

IFF may be engaged to provide additional responsibilities if additional grant funds are obtained by and Participant.

**B. Projects Undertaken Pursuant to HUD Sustainable Communities Challenge Grant**

As noted above, the Village of Oak Park applied for and received, on behalf of the Member Municipalities, the HUD SSC Grant in the amount of \$2,916,272. If the terms of this Agreement conflict with the terms of the HUD SCC Grant Cooperative Agreement, any such conflict shall be resolved in favor of the terms of the Cooperative Agreement.

**1. Comprehensive Plan Update**

**a. Develop Plan**

Using a portion of the HUD SCC Grant Funds, each Member Municipality except Berwyn will engage a Comprehensive Planning Consultant to develop and/or update their municipal comprehensive plan. Berwyn will develop its comprehensive plan using other funding sources. Each Member Municipality shall enter into a separate contract with a Comprehensive Planning Consultant chosen by the Member ("Planning Consultant"). Except for Berwyn, each Member Municipality must submit the name of their proposed Comprehensive Planning Consultant, the scope of work, and a copy of the proposed contract to the Village of Oak Park prior to engaging the Planning Consultant's services. Oak Park will forward the proposed contracts to HUD for approval. Failure to obtain prior HUD approval of the proposed contract prior to award may result in HUD denying funding for the contract.

As part of the development and/or update of their respective comprehensive plans, the Member Municipalities, including Berwyn, will collaborate to include regional strategies for transit oriented development and affordable housing. The Village of Oak Park has

contracted with Envision Sustainability Tools, Inc., under a separate Cooperative Agreement to determine community support for sub-regional priorities.

b. Funding and Payment Process

The HUD SCC Grant dedicates the following funds to the development and/or update of the Comprehensive Plans:

Village of Oak Park:	\$200,000
Village of Bellwood:	\$100,000
Village of Maywood:	\$100,000
Village of Forest Park:	\$100,000

Each of those Member Municipalities agree to provide matching funds as listed on the HUD 424-CBW, Total Budget Summary referenced on the face of the HUD-1044 and incorporated into Group Exhibit A.

Each of the Member Municipalities shall submit monthly invoices to the Village of Oak Park documenting the comprehensive planning services completed. Invoices must include the hours worked per task and otherwise comply with all HUD billing and payment requirements, including the use of HUD forms if required by HUD. The monthly invoices shall also state the amount each municipality has provided in matching funds for the quarter. Each Member Municipality is required to review and approve the invoices prior to submitting the invoice to Oak Park for HUD approval and payment.

All comprehensive plan services will be paid using HUD SCC Grant funds in accordance with HUD invoicing guidelines. The Village of Oak Park will review the monthly invoices and submit them to HUD for approval and payment. Upon Village of Oak Park and HUD approval of the expenditures, HUD will provide the Village of Oak Park with sufficient funds to cover the invoices. The Village of Oak Park will remit those funds to the invoicing municipality within thirty (30) days.

Should HUD deny the expenditures set forth in the monthly invoice, the Village of Oak Park, acting strictly as the billing and payment coordinator of the HUD SCC Grant, is under no obligation to pay the Member Municipality or their Planning Consultant out of Village funds. The total amount for all services provided by the Planning Consultant in relation to the SCC Grant shall not exceed the amount as listed on the HUD 424-CBW, Total Budget Summary referenced on the face of the HUD-1044 and incorporated into Group Exhibit A.

**2. Transit Oriented Development Fund**

Using the HUD SCC Grant, IFF, working with the Collaborative, will develop a Transit Oriented Development Fund (TOD) in accordance with the terms of the HUD SCC Grant. IFF will match the HUD SCC funds with \$1,000,000 of IFF sourced funds dedicated toward the TOD project. IFF's services and the payment for those services related to the TOD Fund are governed by the Cooperative Agreement between the Village of Oak Park and IFF.

The Steering Committee will work with IFF to develop the Transit Oriented Development Fund program and specifications.

**VII. MUTUAL RELEASE, HOLD HARMLESS AND WAIVER OF CLAIMS**

Each Member Municipality, for itself and its elected or appointed officers and officials, president and trustees, mayor and commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Member Municipalities, and their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each Member Municipality has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, or from the performance or termination of this Agreement.

**VIII. COOPERATION**

The Member Municipalities enter into this Agreement in the interests of intergovernmental collaboration. As such, the Member Municipalities agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the term of this Agreement. The Member Municipalities agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

**IX. WAIVER**

The waiver by any Member Municipality of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

**X. DEFAULT/BREACH AND REMEDY**

The failure or refusal by any Member Municipality to comply with any of its obligations shall constitute a default under this Agreement.

If any Member Municipality defaults or breaches in the performance of any of its obligations under this Agreement, a non-breaching Member Municipality shall give the breaching Member Municipality written notice of such default/breach, and if the breaching Member Municipality does not cure the default/breach within fifteen (15) days after the giving of such notice, (or if such default is of such nature that it cannot be completely cured within such period, if the breaching Member Municipality does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the non-breaching Member Municipality may terminate the Breaching Member Municipality's participation in this Agreement. Upon termination of this Agreement, the Member Municipality shall have the ability to pursue all available legal rights and remedies in court to assert or protect its rights.

Should any dispute arising out of this Agreement lead to litigation, the prevailing Member Municipality shall not be entitled to recover its costs of suit or attorneys' fees.

**XI. NOTICES**

All notices, demands, requests or other writings which any Member Municipality is required to, or may wish to, serve upon any other Member Municipality in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Member Municipalities to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return

receipt requested and postage thereon fully prepaid; or, (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

*If to the Village of Bellwood:* Village of Bellwood  
Office of the Village Attorney  
3200 Washington Boulevard  
Bellwood, Illinois 60104

*If to City of Berwyn:* City of Berwyn  
Office of the City Attorney  
6700 West 26<sup>th</sup> Street  
Berwyn, Illinois 60402

*If to the Village of Forest Park:* Village of Forest Park  
Office of the Mayor  
517 Desplaines Avenue  
Forest Park, Illinois 60130

*If to the Village of Maywood:* Village of Maywood  
Office of the Village Manager  
40 Madison Street  
Maywood, IL 60153

*If to Village of Oak Park:* Village of Oak Park  
Office of the Village Attorney  
123 Madison Avenue  
Oak Park, Illinois 60302

Any Member Municipality may change the address at which it desires to receive notice upon giving written notice of such request to the other Member Municipalities in the manner herein specified.

## **XII. GENERAL**

A. After approval by the respective corporate authorities, this Agreement shall be binding on each Member Municipality and its respective successors, including successors in office.

B This Agreement shall be deemed and construed to be the joint and collective work product of the Member Municipalities and, as such, this Agreement shall not be construed against a Member Municipality, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

C This Agreement creates no rights, title or interest in any person or entity whatsoever (whether a third party beneficiary thereof or otherwise) other than the Member Municipalities.

D. Nothing in this Agreement is intended or shall be construed as establishing a separate legal entity, or the relationship of principal and agent, partnership, or joint venture between or among the Member Municipalities, the Steering Committee or the Consultant. Each Member Municipality hereto shall retain the sole right to control its own employees and the



affairs and conduct of its employees and representatives shall be sole responsibility of the participating Member Municipality.

E. The Member Municipalities shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in the best interest of that certain Member Municipality as from time to time determined by its corporate authorities.

**XIII. AMENDMENTS**

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Member Municipalities hereto as required by law.

**XIV. ASSIGNMENT**

This Agreement shall not be assigned by any Member Municipality.

**XV. SEVERABILITY**

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be effective by such determination, unless the Agreement can no longer be performed by any Member Municipality.

**XVI. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Member Municipality. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

**XVII. EFFECTIVE DATE**

The Effective Date of this Agreement shall be 12:01 a.m. on July 16, 2012.

**XVIII. TERM OF AGREEMENT**

This Agreement shall be in full force and effect for a term of three (3) years commencing on the Effective Date of this Agreement, subject to early termination as set forth herein.

**XIX. TERMINATION**

This Agreement shall terminate upon the earlier of the expiration of the term, the expiration of the term of any Grant Agreement funding the projects, or upon mutual agreement of all of the Member Municipalities. Any Member Municipality may withdraw from this Agreement, at any time, upon at least thirty (30) days prior written notice to the other Member Municipalities and MMC of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing Member Municipality, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the MMC or the Village of Maywood, whichever is later. If the withdrawing Member Municipality is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing Member Municipality shall still be obligated to cure the default. Withdrawal by a Member Municipality shall terminate only that Member Municipality's participation under the Agreement and shall not affect the other Member Municipalities or require an amendment to this Agreement.



**IN WITNESS WHEREOF**, the Member Municipalities hereto have executed this Agreement on the date as set forth below and herein described.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
President  
Village of Bellwood

ATTEST: \_\_\_\_\_  
Village Clerk

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor  
City of Berwyn

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor  
Village of Forest Park

ATTEST: \_\_\_\_\_  
Village Clerk

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor  
Village of Maywood

ATTEST: \_\_\_\_\_  
Village Clerk

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Village President  
Village of Oak Park

ATTEST: \_\_\_\_\_  
Village Clerk

**GROUP EXHIBIT A**

**SCC Grant**

**EXHIBIT B**

**Independent Contractor Services Agreement**

## Grant Application Detailed Budget Worksheet

(Exp. 03/31/2011)

<b>Name and Address of Applicant:</b> The Village of Oak Park, IL (on behalf of the West Cook County Housing Collaborative) 123 Madison St. Oak Park, IL 60302-4272	Public reporting burden for this collection of information is estimated to average 3 hours 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect the information and you may not be required to complete this form, unless it displays a currently valid OMB control number. Information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. Responses to this request for information is required in order to receive the benefits to be derived. The information requested does not lend itself to confidentiality.
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Category	Detailed Description of Budget (for full grant period)			HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>1. Personnel (Direct Labor)</b>	<b>Estimated Hours</b>	<b>Rate per Hour</b>	<b>Estimated Cost</b>								
<i>Position or Individual</i>											
Housing Programs Manager	220	\$45.25	\$9,955		\$9,955						
Village Planner	158	\$69.11	\$11,810		\$11,810						
Business Services Manager	60	\$40.80	\$2,448		\$2,448						
Community Relations	60	\$51.17	\$3,070		\$3,070						
Sustainability Manager (environmental)	60	\$45.20	\$2,712		\$2,712						
Fire Chief	60	\$64.35	\$3,861		\$3,861						
Director Health Department	60	\$47.55	\$2,853		\$2,853						
Historic Preservation	60	\$32.60	\$1,956		\$1,956						
Assistant Village Manager	60	\$60.52	\$3,631		\$3,631						
Police Chief	60	\$68.15	\$4,089		\$4,089						
Director Public Works	60	\$71.98	\$4,283		\$4,283						
Zoning Officer	60	\$22.00	\$1,320		\$1,320						
CDBG Grant Administrator	20	\$40.90	\$806		\$806						
Chief Financial Officer	20	\$95.20	\$1,904		\$1,904						
Parking Manager	20	\$51.00	\$1,020		\$1,020						
<b>Total Direct Labor Cost</b>			<b>\$55,519</b>	<b>\$0</b>	<b>\$55,519</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
				<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
<b>2. Fringe Benefits</b>	<b>Rate (%)</b>	<b>Base</b>	<b>Estimated Cost</b>								
Housing Programs Manager	36.00%	\$9,955	\$3,564		\$3,564						
Village Planner	36.00%	\$11,810	\$4,180		\$4,180						
Business Services Manager	36.00%	\$2,448	\$881		\$881						
Community Relations	36.00%	\$3,070	\$1,105		\$1,105						
Sustainability Manager (environmental)	36.00%	\$2,712	\$978		\$978						
Fire Chief	36.00%	\$3,861	\$1,390		\$1,390						
Director Health Department	36.00%	\$2,853	\$1,027		\$1,027						
Historic Preservation	36.00%	\$1,956	\$704		\$704						
Assistant Village Manager	36.00%	\$3,631	\$1,307		\$1,307						
Police Chief	36.00%	\$4,089	\$1,472		\$1,472						
Director Public Works	36.00%	\$4,283	\$1,542		\$1,542						
Zoning Officer	36.00%	\$1,320	\$475		\$475						
CDBG Grant Administrator	36.00%	\$806	\$290		\$290						
Chief Financial Officer	36.00%	\$1,904	\$685		\$685						
Parking Manager	36.00%	\$1,020	\$367		\$367						
<b>Total Fringe Benefits Cost</b>			<b>\$19,988</b>	<b>\$0</b>	<b>\$19,985</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>3. Travel</b>											
				<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
<b>3a. Transportation - Local Private Vehicle</b>	<b>Mileage</b>	<b>Rate per Mile</b>	<b>Estimated Cost</b>								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								

Subtotal - Trans - Local Private Vehicle	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Form HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet

Detailed Description of Budget				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>3b. Transportation - Airfare (show destination)</b>	<b>Trips</b>	<b>Fare</b>	<b>Estimated Cost</b>								
Washington, D.C. (2 ppl, 3 trips)	6	\$350.00	\$2,100	\$2,100							
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Transportation - Airfare</b>			\$2,100	\$2,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>3c. Transportation - Other</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>								
Washington, D.C. (2 ppl, 3 trips, 3 nights each trip)	18	\$211.00	\$3,798	\$3,798							
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Transportation - Other</b>			\$3,798	\$3,798	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>3d. Per Diem or Subsistence (indicate location)</b>	<b>Days</b>	<b>Rate per Day</b>	<b>Estimated Cost</b>								
Washington, D.C. Meals and Incidentals (first last day)	12	\$71.00	\$852	\$852							
Washington, D.C. Meals and Incidentals	12	\$53.25	\$639	\$639							
			\$0								
			\$0								
<b>Subtotal - Per Diem or Subsistence</b>			\$1,491	\$1,491	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Travel Cost</b>			\$7,389	\$7,389	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>4. Equipment (Only items over \$5,000 Depreciated value)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>								
			\$0								
			\$0								
			\$0								
<b>Total Equipment Cost</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Grant Application Detailed Budget Worksheet

Detailed Description of Budget				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>5. Supplies and Materials (Items under \$5,000 Depreciated Value)</b>											
<b>5a. Consumable Supplies</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Consumable Supplies</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>5b. Non-Consumable Materials</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Non-Consumable Materials</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Supplies and Materials Cost</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>6. Consultants (Type)</b>	<b>Days</b>	<b>Rate per Day</b>	<b>Estimated Cost</b>								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Total Consultants Cost</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>7. Contracts and Sub-Grantees (List Individually)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
Village of Bellwood	1	\$33,690	\$33,690	\$0	\$33,690						
City of Berwyn	1	\$22,520	\$22,520	\$0	\$22,520						
Village of Forest Park	1	\$47,342	\$47,342	\$0	\$47,342						
Village of Maywood	1	\$9,619	\$9,619	\$0	\$9,619						
Metropolitan Planning Council	1	\$132,558	\$132,558	\$26,232	\$106,326						
Metropquest - Computer based public engagement survey tool	1	\$60,000	\$60,000	\$60,000	\$0						
Chicago Metropolitan Agency for Planning - TOD analysis	1	\$11,000	\$110,000	\$0	\$0	\$110,000					
Comprehensive Plan Consultants (Oak Park)	1	\$200,000	\$200,000	\$200,000	\$0						
Comprehensive Plan Consultants (Forest Park, Maywood, Bellwood)	3	\$100,000	\$300,000	\$300,000	\$0						
UIC Voorhes Center - Evaluation	1	\$50,000	\$50,000	\$50,000	\$0						
IFF	1	\$7,630,118	\$7,630,118	\$2,272,651	\$5,257,467						
Metropolitan Mayors Caucus	1	\$10,260	\$10,260	\$0	\$10,260						
Neighborhood Housing Services	1	\$134,470	\$134,470	\$0	\$134,470						
Woodstock Institute	1	\$15,178	\$15,178	\$0	\$15,178						
Housing Action Illinois	1	\$8,548	\$8,548	\$0	\$8,548						
Oak Park Regional Housing Center	1	\$19,999	\$19,999	\$0	\$19,999						
RTA	1	\$5,000	\$5,000	\$0	\$5,000						
Center for Neighborhood Technology	1	\$6,903	\$6,903	\$0	\$6,903						
<b>Total Subcontracts Cost</b>			\$8,696,205	\$2,908,883	\$5,677,322	\$110,000	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet

Detailed Description of Budget				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>8. Construction Costs</b>											
<b>8a. Administrative and legal expenses</b>	Quantity	Unit Cost	Estimated Cost								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Administrative and legal expenses</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8b. Land, structures, rights-of way, appraisal, etc</b>	Quantity	Unit Cost	Estimated Cost								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Land, structures, rights-of way, ...</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8c. Relocation expenses and payments</b>	Quantity	Unit Cost	Estimated Cost								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Relocation expenses and payments</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8d. Architectural and engineering fees</b>	Quantity	Unit Cost	Estimated Cost								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Architectural and engineering fees</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8e. Other architectural and engineering fees</b>	Quantity	Unit Cost	Estimated Cost								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Subtotal - Other architectural and engineering fees</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Grant Application Detailed Budget Worksheet

Detailed Description of Budget				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>8f. Project inspection fees</b>	Quantity	Unit Cost	Estimated Cost								
			\$0								
			\$0								
			\$0								
Subtotal - Project inspection fees			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8g. Site work</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$0								
			\$0								
			\$0								
Subtotal - Site work			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8h. Demolition and removal</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$0								
			\$0								
			\$0								
Subtotal - Demolition and removal			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8i. Construction</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$0								
			\$0								
			\$0								
Subtotal - Construction			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8j. Equipment</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$0								
			\$0								
			\$0								
Subtotal - Equipment			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8k. Contingencies</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$0								
			\$0								
			\$0								
Subtotal - Contingencies			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>8l. Miscellaneous</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
			\$0								
			\$0								
			\$0								
Subtotal - Miscellaneous			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Construction Costs</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Grant Application Detailed Budget Worksheet**

Detailed Description of Budget				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>9. Other Direct Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>								
Item			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
			\$0								
<b>Total Other Direct Costs</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal of Direct Costs</b>			\$8,779,099	\$2,916,272	\$5,752,825	\$110,000	\$0	\$0	\$0	\$0	\$0
<b>10. Indirect Costs</b>	<b>Rate</b>	<b>Base</b>	<b>Estimated Cost</b>	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Type											
<b>Total Indirect Costs</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Estimated Costs (Subtotal Direct + Total Indirect)</b>			\$8,779,099	\$2,916,272	\$5,752,825	\$110,000	\$0	\$0	\$0	\$0	\$0

6

form HUD-424-C8W (2/2003)

**Grant Application Detailed Budget Worksheet**

Detailed Description of Budget		
Analysis of Total Estimated Costs	Estimated Cost	Percent of Total
1 Personnel (Direct Labor)	\$ 55,518.68	1%
2 Fringe Benefits	\$ 19,985.48	0%
3 Travel	\$ 7,389.00	0%
4 Equipment	\$ -	0%
5 Supplies and Materials	\$ -	0%
6 Consultants	\$ -	0%
7 Contracts and Sub-Grants	\$ 8,696,205.00	99%
8 Construction	\$ -	0%
9 Other Direct Costs	\$ -	0%
10 Indirect Costs	\$ -	0%
<b>Total:</b>	<b>\$ 8,779,099.16</b>	<b>100%</b>
<b>HUD Share:</b>	<b>\$ 2,916,272.00</b>	
<b>Match:</b> (as percentage of HUD Share)	<b>\$ 5,752,825.00</b>	<b>197%</b>

form HUD-424-CBW (2/2003)



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
Office of Sustainable Housing and Communities  
WASHINGTON, DC 20410-0050

February 8, 2012

Mr. Tom Barwin  
The Village of Oak Park, IL  
123 Madison Street  
Oak Park, IL 60302-4272

Reference: Ratified Cooperative Agreement number CCPIL0052-11

Dear Mr. Barwin:

Enclosed is the ratified grant agreement of your Community Challenge Planning Grant. Your period of performance begins on February 1, 2012 and ends on January 31, 2015. Please keep in mind that the first deliverables are due 60 days following the effective date of the award, or April 1, 2012. If there are any questions or concerns, please contact your Government Technical Representative, Stephen A. Cerny, at 202-402-5097 or by email at [Stephen.A.Cerny@hud.gov](mailto:Stephen.A.Cerny@hud.gov).

Thank you for your continued cooperation and we look forward working with you implementing a successful program.

Sincerely,

A handwritten signature in black ink, appearing to read "Zuleika K. Morales-Romero".

Zuleika K. Morales-Romero  
Grants and Budget Division Director

cc: Stephen A. Cerny  
Tammie Grossman, Housing Programs Manager

Assistance Award/Amendment

U.S. Department of Housing and  
Urban Development  
Office of Administration

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number CCPIL0052-11	4. Amendment Number 1	5. Effective Date of this Action	6. Control Number
7. Name and Address of Recipient The Village of Oak Park, IL 123 Madison Street Oak Park, IL: Illinois 60302-4272  Phone: 708-358-5411 Fax: 708-358-5114		8. HUD Administering Office HUD, Office of Sustainable Housing and Communities 451 Seventh Street, S.W., Room 10180 Washington, DC 20410	
10. Recipient Project Manager Tania Grossman, Housing Programs Manager		8a. Name of Administrator J. Malcom Smith	8b. Telephone Number 202-402-6472
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Stephen A. Cerny, <a href="mailto:Stephen.A.Cerny@hud.gov">Stephen.A.Cerny@hud.gov</a>	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse		13. HUD Payment Office CFO Accounting Center Administrative Accounting Division, 6AFF, P.O. Box 901013, Fort Worth, TX 76101	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$0.00	15a. Appropriation Number	15b. Reservation number
HUD Amount this action	\$2,916,272.00	861/30162	CCPIL0052-11
Total HUD Amount	\$2,916,272.00	Amount Previously Obligated	\$0.00
Recipient Amount	\$5,752,825.00	Obligation by this action	\$2,916,272.00
Total Instrument Amount	\$8,669,097.00	Total Obligation	\$2,916,272.00

16. Description

Employer Identification Number: 36-6006027

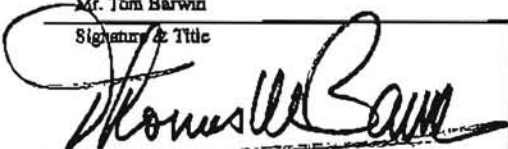

Program Code: CCP

This instrument (the HUD-1044, HUD-1044 Continuation Sheet) sets forth a legally binding agreement between the parties as to all amounts, deliverables, tasks, period of performance, terms and conditions, here within, whether implicitly stated or referenced. The Recipient certifies that all administrative and financial provisions of this instrument are in and will continue to be in compliance for the duration of the period of performance. All covenants, referenced or stated, are agreed to by the recipient upon signing this instrument.

This grant instrument consists of the following, some of which are incorporated by reference:

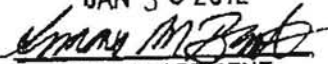
1. HUD-1044 and HUD-1044 Continuation Sheet(s)
2. Grant Agreement Terms and Conditions
3. HUD 424-CBW, Total Budget Summary
4. Grant Deliverables (See HUD 1044 Continuation Sheet)
5. Work Plan/Logic Model (Tasks within Work Plan are considered deliverables)
6. OMB Circulars A-87, A-133 and A-102, which is incorporated in 24 CFR Part 85
7. Office of Sustainable Housing and Communities (OSHC) Program Policy Guidance.
8. Notice of Funding Availability (FR-5500-N-33)

Period of Performance is 36 months from February 1, 2012 to January 31, 2015.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Mr. Tom Barwin		20. HUD (By Name) J. Malcom Smith	
Signature & Title 	Date (mm/dd/yyyy) 1-30-2012	Signature & Title 	Date (mm/dd/yyyy) 02/08/2012

REVIEWED AND APPROVED  
AS TO FORM

form HUD-1044 (8/90)  
ref. Handbook 2210.17

JAN 30 2012  
  
LAW DEPARTMENT



## HUD CONTINUATION SHEET

Instrument No: CCPL0052-11

### 1. BUDGET

	HUD Amount	Match /Leverage Amount	Total
Direct Labor	\$0.00	\$55,518.00	\$55,518.00
Fringe Benefits	\$0.00	\$19,985.00	\$19,985.00
Travel	\$7,389.00	\$0.00	\$7,389.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00
Contracts	\$2,908,883.00	\$5,677,322.00	\$8,586,205.00
Construction	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,916,272.00</b>	<b>\$5,752,825.00</b>	<b>\$8,669,097.00</b>

If the grantee's match/leverage contribution is less than \$5,752,825.00 the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's requirement or to reduce the Government's share proportionally. The grantee shall notify HUD at any time it believes it will not meet its match requirement. In addition, the grantee shall obtain HUD approval regarding any changes concerning the intended use of matching funds. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

### 2. AMOUNT OF COST SHARE

The estimated cost for the performance of this grant is \$8,669,097.00. HUD shall not be obligated to reimburse the Village of Oak Park in excess of \$2,916,272.00. The Grantee agrees to bear without reimbursement from HUD \$5,752,825.00 of the total costs. However, in the event that the Grantee incurs cost in excess of the total estimated project cost of \$8,669,097.00; all such excess costs shall be borne entirely by the Grantee.

### 3. KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder:

Name	Title	% of time on the grant
Tammie Grossman	Housing Programs Manager	10%
Craig Lesner	Chief Finance Officer	1%
Rob Cole	Assistant Village Manager	1%

### 4. SUBSTANTIAL INVOLVEMENT

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:

#### Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

## HUD CONTINUATION SHEET

Instrument No: CCPIL0052-11

### Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

### Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

### 5. INDIRECT COSTS/PROVISIONAL RATE

N/A

### 6. AUDIT INFORMATION

The Village of Oak Park submitted an audit report conducted by the SIKICH, LLP for the year ending December 31, 2009. The audit report attests to Village of Oak Park practice of generally accepted accounting principles and compliance with laws and regulations relating to government auditing standards. The internal control structure has been reviewed in accordance with OMB Circular A-133 and found to be in compliance with requirements that are applicable to certain of its major federal programs.

### 7. REPORTS AND DELIVERABLES

#### List of Deliverables:

1. Final Workplan and Logic Model: 60 calendar days
2. Updated comprehensive plan that incorporates the Collaborative's transit-oriented and affordable housing development analyses for the following communities: Oak Park, Forest Park, Bellwood and Maywood
3. Create an acquisition and predevelopment fund to support affordable housing.

#### Reports:

4. Bi-Annual Reporting.
5. Additional Reporting Requirements: Additional reporting requirements as outlined in the NOFA (FR-5500-N-33), FY11 HUD General Section (FR-5500-N-01) and 2 CFR 85.40.

### 8. SPECIAL CONDITIONS

N/A

**DRAFT 06-27-12**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the \_\_\_\_\_ day of July 2012, between the Village of Maywood ("Maywood"), an Illinois municipal corporation, and IFF Real Estate Services, LLC, an Illinois Limited Liability Company located at One North LaSalle St., Suite 700, Chicago, IL 60602("Contractor"), for the provision of services as the Inter-Jurisdictional Housing Coordinator, as noted below.

**RECITALS**

**WHEREAS**, Maywood, in collaboration with the other near west suburban communities of Bellwood, Berwyn, Forest Park and Oak Park (collectively, with Maywood, the "Member Communities"), and with technical and other assistance from the Metropolitan Planning Council ("MPC") and Metropolitan Mayors Caucus ("MMC"), have previously created a West Cook County Housing Collaborative for the purpose of collaborating to address housing and housing-related issues in the West Cook County region and has been successful in obtaining grant funds for utilization by the Member Communities in furtherance of the housing and housing-related goals of the Member Communities; and

**WHEREAS**, the Chicago Community Trust (CCT) has awarded a grant in the amount of \$34,500 to the MMC (the "Grant") for the purposes set forth in a grant application made by MMC on behalf of the Member Communities; and

**WHEREAS**, the MMC has applied to the Grand Victoria Foundation for a grant in the amount of \$27,500 to the MMC (the "Grant") for the purposes set forth in a grant application made by MMC on behalf of the Member Communities; and

**WHEREAS**, the Contractor is familiar with the grant applications and the grant awards and understands that those documents control the provision of services under this Agreement; and

**WHEREAS**, Maywood and the Contractor desire to have Contractor perform services as an Inter-Jurisdictional Housing Coordinator on behalf of Maywood and the Member Communities under the terms and conditions set forth below; and

**WHEREAS**, Contractor is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform all of the services required by this Agreement; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into this Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and find that entering into the Agreement is in the best interests of Maywood and the best interests of the Member Communities.

**NOW, THEREFORE**, in consideration of the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, Maywood and Contractor agree as follows:

**SECTION 1 (Contract Documents):** The services to be performed by this Agreement will be governed by the following documents:

1. CCT's Grant award to MMC and the WCCHC
2. Grand Victoria Foundation Grant award to MMC and the WCCHC
3. This Agreement

Where the terms of any of those documents conflict, the CCT Grant award will prevail.

**SECTION 2 (TERM):** This Agreement shall be effective on the date that the last signatory signs the Agreement (the "Effective Date"). If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety. Subject to earlier termination pursuant to the termination provision (Section 6), this Agreement shall terminate no later than 11:59 p.m. on July 15, 2013 or when funding for the position from the Grant is exhausted, whichever comes first.

**SECTION 3 (RESPONSIBILITIES OF CONTRACTOR):** Contractor shall act as the Inter-Jurisdictional Housing Coordinator on behalf of Maywood, the Member Communities, and MMC as fiscal agent, in developing and aligning the plans, policies, goals, programs, and resources of the Member Communities, in obtaining housing-related grant funding from Cook County, the State of Illinois, and other sources, and in planning for, facilitating and coordinating the optimal use of such funding within the Member Communities.

In furtherance of the foregoing, Contractor shall perform the following "Services" including, but not limited to, the following:

- (a) Work in concert with and at the direction of Maywood and the Member Communities as set forth herein to create and implement common short and long-term goals in utilizing grant funding from Cook County, the State of Illinois, and other sources for the benefit of and use by the Member Communities.
- (b) Create efficiencies in communication with Cook County, the State of Illinois and the Federal Government by acting as the main point of contact for the Member Communities regarding application for housing funds for use in the Member Communities, and to ensure consistent interpretation and implementation of grant fund-related requirements.
- (c) Facilitate joint planning, meetings, programs and decision-making among the Member Communities related to obtaining and using grant funds.
- (d) Explore incentives that will encourage local and regional developers to work within priority areas within and approved by the Member Communities.
- (e) Facilitate and coordinate a variety of activities related to vacant and foreclosed properties and optimal use of grant funds in the Member Communities, including land banking, acquisition, rehabilitation, marketing and resale of foreclosed or other distressed properties in the Member Communities.
- (f) Identify supportive housing opportunities in new homes created through use of grant funds.
- (g) Monitor the allocation of grant funds to ensure that they are being directed to target areas identified by the Member Communities.
- (h) Work with the Member Communities, the MMC and MPC to assist in the determination of the overall strategic direction and policy goals of the West Cook County Housing Collaboration in its operation and of any multi-year planning objectives.

- (i) Act as a resource for the Member Communities relative to data and best practices associated with housing issues.
- (j) Assemble and coordinate joint employer outreach programs to facilitate employer-assisted housing and engage area employers.
- (k) Complete a long-term needs assessment and action plan relative to local capacity, demand and opportunities for increasing affordable housing opportunities within the Member Communities.
- (l) Create a long-term fundraising plan for the inter-jurisdictional efforts of the Member Communities, including identifying funding sources at all levels and a plan to leverage other public and private resources to supplement existing funds.
- (m) Help position the Member Communities to apply for additional resources and funding.
- (n) Propose policies and procedures to streamline inter-jurisdictional coordination among the Member Communities.
- (o) Endeavor to sustain and develop the Member Communities collaboration with MPC and MMC, facilitating both organizations' technical assistance and staff support, and acquiring, reviewing, and implementing new information from MPC and MMC that would benefit the work of the Contractor.
- (p) Use best efforts to perform the services and other duties and responsibilities in a diligent and timely manner.
- (q) Refrain from any acts that might injure the reputation of the Member Communities. Notwithstanding the foregoing, Contractor, in its regular course of business unrelated to services contemplated under this Agreement, may undertake activities of benefit to member communities and such activities will not be precluded.
- (r) Refrain from any acts that benefit the interests of one or fewer than all Member Communities to the detriment of the other Member Communities, recognizing, however, that there may be circumstances where the Contractor assists one or more of the Member Communities with certain opportunities that are not available to other Member Communities for reasons such as demographics or other eligibility criteria.
- (s) Act in conformance with the requirements of the Chicago Community Trust grant and Grand Victoria Foundation grant agreement through which funding for the position is being provided, including maintaining complete and identifiable records of all matters relating to Consultant's activities under this Agreement and providing such other reports as are necessary to document that the services provided comply with the terms of the Grants.

**SECTION 4 (STEERING COMMITTEE):**

- a. The Member Communities have created a Steering Committee consisting of two (2) representatives from each Member Community. Maywood's Director of Community Development shall act as chairperson of the Steering Committee and principal liaison between the Contractor and the Committee.
- b. Oversight. The Steering Committee, or its designee, shall have oversight over the actions of Consultant pursuant to this Agreement. With respect thereto, the Steering Committee shall:
  - 1. Ensure that Consultant performs its duties and obligations in accordance with (a) all applicable federal, state and local rules and regulations, (b) the requirements of the Chicago Community Trust (the "CCT") and Grand Victoria Foundation grant funding



this position and other Consultant Funding Sources which may become available, and (c) the terms of this Agreement. Consultant covenants that, promptly upon receipt thereof, Consultant shall notify the Steering Committee of any notice of default, deficiency or other material event with respect to the project that Consultant may receive from any applicable federal, state or local governmental entity or any entity that is a source of funds for projects or a Consultant Funding Source.

2. Meet with Consultant and MMC periodically (but no less than once per quarter) to review the status of any projects, to coordinate the parties' efforts in furthering the goals of any projects, and to evaluate Consultant's performance based on certain benchmarks which the Committee, together with MMC will determine. MMC will work with the Consultant and the Steering Committee or its designee to determine the initiatives that the Consultant will undertake.
3. Meet and/or communicate with Consultant, Grand Victoria Foundation and CCT periodically (but no less than once per quarter) to evaluate the status of any projects and Consultant's performance with respect thereto.

c. Major Decisions. Notwithstanding the terms of this Agreement, Consultant shall not make any major decisions or take any of the following actions without the prior written approval of the Steering Committee:

1. Applying for funding from sources not previously identified by the Steering Committee.
2. Expend any funds obtained.
3. Taking of any legal action by or on behalf of the Member Communities.

The Steering Committee will act on requests of the Consultant during its quarterly meetings, during a special meeting agreed upon by the Consultant and the Special Committee, or by the unanimous written consent of the Special Committee.

d. Reporting. The Contractor shall report on the status of its work to Maywood's Director of Community Development at least once a month, but shall also communicate openly with the members of the Steering Committee as requested.

**SECTION 5 (COMPENSATION; HOURS):** In exchange for performing the Services and other duties and responsibilities set forth in this Agreement, the parties Agree as follows:

a. The Contractor shall provide the services at the following rates:

Vice President	\$150 per hour
Director	\$150 per hour
Project Manager	\$125 per hour
Construction Manager	\$125 per hour
Manager of Closing and Escrow Services	\$125 per hour



Project Associate

\$100 per hour

These rates will apply to any additional services performed by written addendum to this contract.

b. The contractor will be reimbursed for any actually incurred, reasonable charges for the following reimbursable expenses:

1. Production costs – Contractor will pass on the entire cost of producing any bound reports as requested by any member of the Committee (Contractor will retain one bound copy, one unbound copy, and one PDF version of the report).
2. CoStar – This is a subscription-based property listing service. Contractor passes on a base charge of \$250 if the project involves a market scan, financial feasibility, or valuation activities. Contractor shall make arrangements with CoStar for its subscription access to be made available to the Village at no extra charge.
3. AIA – This is a subscription-based service for industry approved architectural and general contractor contracts. If such a document is needed for the project, Contractor passes on the cost for generating these documents which is a \$1.23 per printed page.
4. Travel-related costs such as parking, cab fare and mileage.
5. The work of other professionals who may be employed in connection with the project. Contractor will seek authorization from Maywood prior to employing any such professionals.

c. The Contractor will submit monthly invoices detailing the services provided by each of its staff members, their hourly rate and all reimbursable expenses with receipts to the Village of Maywood. The Village of Maywood will distribute the Contractor's invoices to each of the Member Communities and will approve all reasonable charges for payment by MMC, provided that no portion of an invoice will be paid if a majority of the Member Communities object to that portion of the invoice in writing to Maywood within seven (7) days of receipt. In the event that timely written objections are received from a majority of the Member Communities, or Maywood determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

The Village of Maywood will submit the Contractor's approved invoice to the MMC for payment. The MMC, as fiscal agent for the Grant, will be responsible for paying the Contractor. Contractor acknowledges and understands that under no circumstances will any payment of grant funds or other funds or payments of any kind, including reimbursements, be made by or come from the Village of Maywood. All payments owed to Contractor under this Agreement shall be made by, and are the sole responsibility of, MMC, as recipient of the grant funds and fiscal agent for the Grant.

Any compensation under this Agreement is dependent on the receipt of sufficient funds from the Grant. In the event the Grant is not disbursed, this Agreement shall become null and void.

The Contractor understands that the grant funds will be disbursed by CCT and Grand Victoria Foundation to MMC on a quarterly basis and that not all the funds may be immediately available. Therefore, if Contractor performs work in excess of the quarterly disbursement allocated

to this project, there may be a delay in the payment of Contractor's invoices until the funds are released from CCT and Grand Victoria Foundation.

d. The total amount of compensation paid under this Agreement shall not exceed the grant amounts of \$62,000. It shall be the Contractor's responsibility to monitor its invoices and the work being performed to ensure that it does not exceed the grant award amount of \$60,000.

e. Prior to undertaking the services, the Contractor shall submit a Project Budget to the Steering Committee for approval. The Budget will demonstrate the services to be provided and the timeline for completion of the services.

**SECTION 6 (AMENDMENT):** This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by Maywood's Village Manager.

**SECTION 7 (TERMINATION):** This Agreement shall be terminated as follows:

- (a) At 11:59 p.m. on July 15, 2013 or upon the exhaustion of funding under the Grant, whichever comes first. In the event that notification is given to the Village that funding or continued funding from the Grant will not be received or made available, this Agreement shall immediately terminate and become null and void;
- (b) By either party at any time, upon written notice to the other party of the desire to terminate the Agreement provided that Contractor shall be compensated for all services provided up to the termination date; or
- (c) Upon written notice from Maywood, that the majority of the Committee finds that Contractor has failed, refused or is unable to perform the Services and other duties and responsibilities of the position. Provided, however, that Contractor shall have 30 days after such written notification to remedy any such alleged failure to perform. The Contractor and Maywood agree such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

Any extension of this Agreement beyond the one-year period is subject to: (1) the availability of funds from the Grant or additional grant funds; and (2) the mutual agreement of the parties as set forth in writing.

Upon termination, Maywood shall not be liable, nor shall the Contractor be liable to perform any services or expenses incurred after the receipt of notice of termination.

Termination by either party, with or without cause, shall not under any circumstances result in any severance pay to Contractor, other than payment for any verified work that is or has been submitted for payment in accordance with this Agreement.

**SECTION 8 (INDEPENDENT CONTRACTOR):** Maywood retains Contractor only for the purposes and to the extent set forth in this Agreement, and Contractor's relation to Maywood shall, during the term of this Agreement and period of performance of the Services hereunder, be that of an independent contractor. Contractor shall be free to dispose of such portion of Contractor's entire time, energy and skill during other than regular business hours when Contractor is not obligated to devote time and services to his or her duties hereunder, in such manner as Contractor sees fit and to such persons, firms or corporations as Contractor deems advisable. It is acknowledged that at all

times Contractor is separate and independent from Maywood and that Contractor will utilize a high level of skill necessary to perform the work assigned to him or her under this Agreement.

Contractor shall not be considered as having an employee status, nor shall Maywood withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any employee plans, arrangements or distributions by Maywood pertaining to or in connection with any pension or retirement plans, nor shall Contractor be eligible for any other benefits available for the regular employees of Maywood, such as health insurance, vacation time, compensatory time or sick leave. As an independent contractor, Contractor acknowledges and understands that it is his or her sole and exclusive responsibility to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his or her profession. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (Social Security) tax, to be paid by the Contractor according to law. As an independent contractor, Contractor agrees that he or she is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against Maywood and agrees not to file such any claims in the event this Agreement is terminated or if he or she is hurt performing any work or services under this Agreement. Contractor agrees to assume all risk of death, illness and injury relative to performing any work or services under this Agreement. Contractor is an independent contractor and not Maywood's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). Contractor is not authorized to enter into contracts or agreements on behalf of Maywood. Nothing contained in this Agreement shall permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

**SECTION 9 (SUBCONTRACTING):** The rights and duties of the Contractor are personal and may not be subcontracted or assigned.

**SECTION 10 (INDEMNIFICATION; WAIVER OF CLAIMS):** As a material inducement for Maywood to enter into this Agreement, Contractor agrees to defend, indemnify, protect and hold harmless Maywood and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees ("Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the acts of Contractor while performing the Services or work covered by this Agreement, or the intentional or negligent acts or omissions of Contractor, its officers, agents, or employees, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or Member Community's willful or wanton acts or omissions.

Contractor agrees to waive and relinquish any and all claims, actions, suits, damages, costs, expenses and liabilities that it may have against Maywood and other Member Communities, their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, arising out of, connected with, or in any way associated with this Agreement or any matters of any kind covered by the Agreement, Contractor's status as an independent contractor, or from the termination of this Agreement by Maywood and/or the other Member Communities, except to the extent those claims, actions, suits, damages, costs, expenses and liabilities arise solely from Maywood's or the other Member Communities failure to

perform its/their obligations under the Agreement. Contractor agrees to waive its right, if any, to seek punitive damages against Maywood or any of the Member Communities arising out of any acts or omissions of Maywood or the Member Communities or their Affiliates.

**SECTION 11 (OWNERSHIP & DISCLOSURE)**: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by Contractor under this Agreement shall be for the sole and exclusive use of Maywood and Member Communities. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, trademark, service mark, or patent right of any kind by Contractor without the express written consent of Maywood and Member Communities.

Maywood and Member Communities shall have unrestricted authority to publish, disclose, distribute and otherwise use any such materials produced by Contractor under this Agreement, either by choice or as required to be disclosed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended ("FOIA"), Contractor and Maywood acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and photocopying by the public if requested pursuant to a FOIA request.

**SECTION 12 (NOTICES)**: All notices, demands, or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by certified United States Mail, return receipt requested and first class postage prepaid, or (d) email or facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

**Contractor:**

**IFF**

Michelle D. Hoereth  
Director of Housing  
1 N LaSalle Street, Suite 700  
Chicago, IL 60602  
Phone: 312-596-5145  
E-mail: [mhoereth@iff.org](mailto:mhoereth@iff.org)  
[www.IFF.org](http://www.IFF.org)

**Village of Maywood:**

William Barlow, Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153  
Phone: 708-450-6301  
E-mail: [wbarlow@maywood-il.org](mailto:wbarlow@maywood-il.org)

**With a copy to:**

Michael A. MARRS  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Phone: 312-984-6419  
E-mail: [mamarrs@ktjlaw.com](mailto:mamarrs@ktjlaw.com)

**SECTION 13 (VENUE AND APPLICABLE LAW)**: The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with



respect to this Agreement and its enforcement, venue shall be in the United States District (Chicago) Court or Circuit Court of Cook County, Illinois. Contractor and Maywood agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

**SECTION 14 (CONFLICTS OF INTEREST):** The Contractor warrants that there is no conflict of interest between the Contractor's other engagements, if any, or other contracts, if any, and the activities to be performed hereunder. The Contractor shall advise Maywood immediately if a conflict of interest arises in the future.

**SECTION 15 (ADMISSIBILITY):** The parties agree that this Agreement shall be admissible in evidence in any action in which any of the terms of this Agreement are sought to be enforced.

**SECTION 16 (ATTORNEY REVIEW):** Contractor acknowledges that it fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that it had an opportunity to be represented by an attorney of his or her own choosing during the negotiation of this Agreement, and that it executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

**SECTION 17 (COMPLETE AGREEMENT):** This Agreement contains the entire agreement between the parties with respect to the matters covered herein. Contractor acknowledges that it is entering into this Agreement solely on the basis of the written representations contained herein. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by Contractor and Maywood.

**SECTION 18 (SEVERABILITY):** If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

**SECTION 19 (HEADINGS):** All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

**IN WITNESS WHEREOF**, Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Agreement to be executed by Maywood's Village President and attested by the Village Clerk, and Contractor has voluntarily executed the Agreement (and his or her signature attested), on the dates set forth below:

**IFF REAL ESTATE SERVICES, L.L.C.:**

**VILLAGE OF MAYWOOD:**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed or printed name)

**Henderson Yarbrough, Sr.**  
(typed or printed name)

Title: \_\_\_\_\_

Title: **Mayor**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed or printed name)

Title: **Village Clerk**  
(typed or printed name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017  
Form HUD-424-CBW (2/2003)  
(Exp. 08/1/2011)

Name and Address of Applicant: The Village of Oak Park, IL on behalf of West Cook County Housing Collaborative  
123 Madison St.  
Oak Park, IL 60302-4272  
 Subject: IFF, Administrator of TOD Fund

Public reporting burden for this collection of information is estimated to average 3 hours 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. This agency may not collect information that is not required to complete this form, unless it displays a currently valid OMB control number. Information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. Response to this request for information is required in order to receive the benefits to be granted. The information requested does not have to be submitted.

Category	Detailed Description of Budget (for full grant period)			HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>1. Personnel (Direct Labor)</b>	Estimated Hours	Rate per Hour	Estimated Cost								
<i>Position or Individual</i>											
Real Estate Senior Project Manager	1,500	43.05	64,575	64,575							
Real Estate Program Associate	750	22.93	17,198	17,198							
Accounting Manager	105	41.21	4,327	4,327							
Staff Accountant	250	29.54	7,385	7,385							
Financial Manager	435	21.54	9,370	9,370							
Finance Director	40	72.00	2,880	2,880							
<b>Total Direct Labor Cost</b>			<b>105,734</b>	<b>105,734</b>							
<b>2. Fringe Benefits</b>	Rate (%)	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
IFF Personnel	20.0%	105,734.45	21,147	21,147							
<b>Total Fringe Benefits Cost</b>			<b>21,147</b>	<b>21,147</b>							
<b>3. Travel</b>				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>3a. Transportation - Local Private Vehicle</b>	Mileage	Rate per Mile	Estimated Cost								
Site Inspection	500	0.51	255	255							
Construction Oversight	500	0.51	255	255							
<b>Subtotal - Trans - Local Private Vehicle</b>			<b>510</b>	<b>510</b>							
<b>3b. Transportation - Airfare (show destination)</b>	Trips	Fare	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>Subtotal - Transportation - Airfare</b>			<b>-</b>	<b>-</b>							
<b>3c. Transportation - Other</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Site Inspection - Rental Car	10	50.00	500	500							
<b>Subtotal - Transportation - Other</b>			<b>500</b>	<b>500</b>							
<b>3d. Per Diem or Subsistence (Indicate location)</b>	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>Subtotal - Per Diem or Subsistence</b>			<b>-</b>	<b>-</b>							
<b>Total Travel Cost</b>			<b>1,010</b>	<b>1,010</b>							
<b>4. Equipment (Only items over \$5,000 Depreciated value)</b>	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>Total Equipment Cost</b>			<b>-</b>	<b>-</b>							
<b>5. Supplies and Materials (Items under \$5,000 Depreciated Value)</b>				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>5a. Consumable Supplies</b>	Quantity	Unit Cost	Estimated Cost								
General Office Supplies	1	303	303	303							
Publications and Printing	1	1,000	1,000	1,000							
<b>Subtotal - Consumable Supplies</b>			<b>1,303</b>	<b>1,303</b>							



Grant Application Detailed Budget Worksheet

CMS Approval No. 2301-0017  
 form HUD-424-CBW (2/2003)  
 (Exp. 08/31/2011)

				HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>8L Construction</b>											
	Quantity	Unit Cost	Estimated Cost								
Subtotal - Construction				-	-	-	-	-	-	-	-
<b>8J. Equipment</b>											
	Quantity	Unit Cost	Estimated Cost								
Subtotal - Equipment				-	-	-	-	-	-	-	-
<b>8K. Contingencies</b>											
	Quantity	Unit Cost	Estimated Cost								
Subtotal - Contingencies				-	-	-	-	-	-	-	-
<b>8L. Miscellaneous</b>											
	Quantity	Unit Cost	Estimated Cost								
Subtotal - Miscellaneous				-	-	-	-	-	-	-	-
<b>Total Construction Costs</b>				-	-	-	-	-	-	-	-
<b>9. Other Direct Costs</b>											
	Quantity	Unit Cost	Estimated Cost								
Item											
TOD Fund	1	3,041,272.00	3,041,272	2,041,272	1,000,000						
Housing Restoration Loan Fund (Illinois DCEO CDBG)	1	4,257,467.00	4,257,467		4,257,467						
Policy Analysis and Dissemination	1	20,000.00	20,000	20,000							
<b>Total Other Direct Costs</b>			<b>7,318,739</b>	<b>2,061,272</b>	<b>5,257,467</b>						
<b>Subtotal of Direct Costs</b>				<b>2,215,866</b>	<b>5,257,467</b>						
<b>10. Indirect Costs</b>											
	Rate	Base	Estimated Cost								
Type											
IFF Professional Overhead											
legal review of policies & employment issues, general audit & tax return preparation fees, and IT support	1.25%	2,279,393.95	28,492	28,492							
IFF Occupancy & Office	1.25%	2,279,393.95	28,492	28,492							
<b>Total Indirect Costs</b>			<b>56,985</b>	<b>56,985</b>							
<b>Total Estimated Costs (Subtotal Direct + Total Indirect)</b>				<b>2,272,851</b>	<b>5,257,467</b>						

## Grant Application Detailed Budget Worksheet

OMB Approval No. 2501-0017  
 Form HUD-424-CBW (2/2003)  
 (Exp. 08/31/2011)

Grant Application Detailed Budget Worksheet			
Detailed Description of Budget			
	Analysis of Total Estimated Costs	Estimated Cost	Percent of Total
1	Personnel (Direct Labor)	105,734	1.4%
2	Fringe Benefits	21,147	0.3%
3	Travel	1,010	0.0%
4	Equipment		0.0%
5	Supplies and Materials	1,303	0.0%
6	Consultants	-	0.0%
7	Contracts and Sub-Grantees	25,200	0.3%
8	Construction		0.0%
9	Other Direct Costs	7,318,799	97.2%
10	Indirect Costs	56,985	0.8%
	<b>Total:</b>	<b>7,530,118</b>	<b>100.0%</b>
	HUD Share:	2,272,651	
	(as percentage of HUD Share)		
	Match:	5,257,467	231.3%

form HUD-424-CBW (2/2003)



## **K. Consent Agenda**

The City of Berwyn

K-1



**Nona N. Chapman**  
1<sup>st</sup> Ward Alderman

**A Century of Progress with Pride**

8700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

July 20, 2012

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

SUBJECT: Payroll July 18, 2012

Ladies and Gentlemen:

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

Payroll: July 18, 2012 in the amount of \$998,357.99.

Respectfully Submitted,

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

Nona N. Chapman  
Budget Committee Chairman



The City of Berwyn

K-2



**Nona N. Chapman**  
1st Ward Alderman

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

July 20, 2012

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

SUBJECT: Payables July 24, 2012 meeting

Ladies and Gentlemen:

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

Total Payables: July 24, 2012 in the amount of \$784,785.80.

Respectfully Submitted,

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

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 7/21/2011 - To Payment Date: 7/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Grand Totals:</b>					Total	222	\$784,785.80	\$0.00	
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	222	\$784,785.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	222	\$784,785.80	\$0.00	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	222	\$784,785.80	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	222	\$784,785.80	\$0.00	

# Payment Register

From Payment Date: 7/21/2011 - To Payment Date: 7/25/2012

Number	Date	Status	Void Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
18168	07/09/2012	Open			Accounts Payable	MRA	\$17,700.87		
18169	07/11/2012	Open			Accounts Payable	Frank Novotny & Associates	\$755.00		
18170	07/11/2012	Open			Accounts Payable	Restore Construction, Inc.	\$7,760.00		
18171	07/11/2012	Open			Accounts Payable	Roscoe Company	\$178.07		
18172	07/11/2012	Open			Accounts Payable	SWAN	\$8,038.00		
18173	07/11/2012	Open			Accounts Payable	The Sign Edge	\$72.00		
18174	07/11/2012	Open			Accounts Payable	Walgreens Company	\$83.97		
18175	07/12/2012	Open			Accounts Payable	Mike & Sons	\$1,369.00		
18176	07/12/2012	Open			Accounts Payable	DesPlaines Fire Dept.	\$200.00		
18177	07/25/2012	Open			Accounts Payable	19th Street Condo Association	\$125.00		
18178	07/25/2012	Open			Accounts Payable	1st Source America	\$2,008.27		
18179	07/25/2012	Open			Accounts Payable	ABC Automotive Electronics	\$524.94		
18180	07/25/2012	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$2,490.00		
18181	07/25/2012	Open			Accounts Payable	Able Printing Service	\$279.19		
18182	07/25/2012	Open			Accounts Payable	Abraham Lincoln Presidential Library	\$58.88		
18183	07/25/2012	Open			Accounts Payable	Access To Care	\$8,000.00		
18184	07/25/2012	Open			Accounts Payable	Advanced Occupational Medicine Specialists	\$85.00		
18185	07/25/2012	Open			Accounts Payable	Air One Equipment, Inc.	\$903.90		
18186	07/25/2012	Open			Accounts Payable	Airgas North Central	\$112.40		
18187	07/25/2012	Open			Accounts Payable	Airport Electric Company	\$23,695.56		
18188	07/25/2012	Open			Accounts Payable	Al Warren Oil Company	\$45,841.98		
18189	07/25/2012	Open			Accounts Payable	Amalgamated Bank of Chicago	\$200.00		
18190	07/25/2012	Open			Accounts Payable	Ancel, Glink, Diamond, Bush, Dicianni & Rolk, PC	\$2,861.20		
18191	07/25/2012	Open			Accounts Payable	Associated Tire and Battery	\$140.00		
18192	07/25/2012	Open			Accounts Payable	AT & T	\$236.67		
18193	07/25/2012	Open			Accounts Payable	AT & T	\$2,867.29		
18194	07/25/2012	Open			Accounts Payable	AT& T	\$1,676.00		
18195	07/25/2012	Open			Accounts Payable	AT& T Long Distance	\$15.31		
18196	07/25/2012	Open			Accounts Payable	AT&T Global Services, Inc.	\$424.99		
18197	07/25/2012	Open			Accounts Payable	B. Davids Landscaping	\$1,080.00		
18198	07/25/2012	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$536.41		
18199	07/25/2012	Open			Accounts Payable	Barbara Bormann, HDC	\$120.00		
18200	07/25/2012	Open			Accounts Payable	Barbara Lloyd	\$50.00		
18201	07/25/2012	Open			Accounts Payable	Barge Terminal & Trucking	\$1,614.64		
18202	07/25/2012	Open			Accounts Payable	Benjamin R. Newton	\$1,475.00		
18203	07/25/2012	Open			Accounts Payable	Berwyn Ace Hardware	\$9.49		
18204	07/25/2012	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$5,790.00		
18205	07/25/2012	Open			Accounts Payable	Blackstone Audiobooks	\$41.25		
18206	07/25/2012	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$2,100.00		
18207	07/25/2012	Open			Accounts Payable	Bob's Lawn Care, Inc.	\$392.00		
18208	07/25/2012	Open			Accounts Payable	Bottom Line Personal	\$39.00		
18209	07/25/2012	Open			Accounts Payable	Bourbonnais Suply Company, Inc.	\$931.52		
18210	07/25/2012	Open			Accounts Payable	Brian Madden	\$540.00		
18211	07/25/2012	Open			Accounts Payable	Brodart Company	\$104.48		
18212	07/25/2012	Open			Accounts Payable	Bruce M. Panzer	\$41.25		

# Payment Register

From Payment Date: 7/21/2011 - To Payment Date: 7/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18213	07/25/2012	Open			Accounts Payable	Calli Leventis	\$612.00		
18214	07/25/2012	Open			Accounts Payable	Cassidy Tire	\$1,620.35		
18215	07/25/2012	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$2,619.24		
18216	07/25/2012	Open			Accounts Payable	Chicago Office Technology Group	\$468.00		
18217	07/25/2012	Open			Accounts Payable	Chicago Tribune	\$112.33		
18218	07/25/2012	Open			Accounts Payable	Christine Kozak	\$40.00		
18219	07/25/2012	Open			Accounts Payable	Chromate Corporation	\$853.65		
18220	07/25/2012	Open			Accounts Payable	Clarke Mosquito Control Products, Inc.	\$21,324.50		
18221	07/25/2012	Open			Accounts Payable	Clover's Garden Center	\$71.84		
18222	07/25/2012	Open			Accounts Payable	ComEd	\$27.94		
18223	07/25/2012	Open			Accounts Payable	ComEd	\$10,392.16		
18224	07/25/2012	Open			Accounts Payable	Commercial Maintenance Chemical Corporation	\$881.93		
18225	07/25/2012	Open			Accounts Payable	Crowe Horwath, LLP	\$38,850.00		
18226	07/25/2012	Open			Accounts Payable	Crystal Vela	\$10.00		
18227	07/25/2012	Open			Accounts Payable	David L. Wagge Sr.	\$90.00		
18228	07/25/2012	Open			Accounts Payable	David Tinberg	\$40.00		
18229	07/25/2012	Open			Accounts Payable	Del Galdo Law Group, LLC	\$7,105.94		
18230	07/25/2012	Open			Accounts Payable	Demco Educational Corporation	\$114.93		
18231	07/25/2012	Open			Accounts Payable	Denis O'Halloran	\$15.89		
18232	07/25/2012	Open			Accounts Payable	Diamond Graphics, Inc.	\$2,124.00		
18233	07/25/2012	Open			Accounts Payable	Drivers License Guide Company	\$137.65		
18234	07/25/2012	Open			Accounts Payable	E & M Maintenance Group	\$680.00		
18235	07/25/2012	Open			Accounts Payable	E & M Maintenance Group	\$705.00		
18236	07/25/2012	Open			Accounts Payable	Easypermit Postage	\$320.00		
18237	07/25/2012	Open			Accounts Payable	Eddie Wilkowski	\$2,300.00		
18238	07/25/2012	Open			Accounts Payable	Elite Construction Solutions, Inc.	\$810.00		
18239	07/25/2012	Open			Accounts Payable	Emil Kasperek	\$40.00		
18240	07/25/2012	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
18241	07/25/2012	Open			Accounts Payable	Enterprise Rent-a-Car	\$90.48		
18242	07/25/2012	Open			Accounts Payable	Epp's Custom Heating & Air	\$2,160.00		
18243	07/25/2012	Open			Accounts Payable	Equilibrium IT Solutions, Inc.	\$1,592.50		
18244	07/25/2012	Open			Accounts Payable	Exelon Energy Company	\$640.31		
18245	07/25/2012	Open			Accounts Payable	Fast Signs	\$932.46		
18246	07/25/2012	Open			Accounts Payable	Federal Express Corporation	\$68.64		
18247	07/25/2012	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$1,170.00		
18248	07/25/2012	Open			Accounts Payable	Flash Electric Company	\$3,050.00		
18249	07/25/2012	Open			Accounts Payable	Francisco Ortega & Maria G. Hermasillo	\$1,475.00		
18250	07/25/2012	Open			Accounts Payable	Frank Novotny & Associates	\$6,120.00		
18251	07/25/2012	Open			Accounts Payable	Frank Novotny & Associates	\$3,823.00		
18252	07/25/2012	Open			Accounts Payable	Fulmer Locksmith Service, Inc.	\$92.50		
18253	07/25/2012	Open			Accounts Payable	GALE	\$1,283.94		
18254	07/25/2012	Open			Accounts Payable	Gaylord Bros, Inc.	\$763.70		
18255	07/25/2012	Open			Accounts Payable	Grainger	\$277.23		
18256	07/25/2012	Open			Accounts Payable	Great Lakes Automatic Door, Inc.	\$117.50		
18257	07/25/2012	Open			Accounts Payable	Greater Illinois Title	\$5,197.00		
18258	07/25/2012	Open			Accounts Payable	Gurtner Plumbing, Inc.	\$8,427.00		
18259	07/25/2012	Open			Accounts Payable	Gus Tzoumas	\$40.00		

# Payment Register

From Payment Date: 7/21/2011 - To Payment Date: 7/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18260	07/25/2012	Open			Accounts Payable	H. J. Mohr & Sons Company	\$1,377.67		
18261	07/25/2012	Open			Accounts Payable	Haines and Company, Inc.	\$673.00		
18262	07/25/2012	Open			Accounts Payable	Halogen Supply Company, Inc.	\$3,162.81		
18263	07/25/2012	Open			Accounts Payable	Harvey Place Condo Association	\$265.43		
18264	07/25/2012	Open			Accounts Payable	HD Supply Waterworks, LTD	\$16,763.26		
18265	07/25/2012	Open			Accounts Payable	Home Depot Credit Services	\$678.47		
18266	07/25/2012	Open			Accounts Payable	Horizon Screening	\$1,780.50		
18267	07/25/2012	Open			Accounts Payable	Hoy Landscaping, Inc.	\$5,623.68		
18268	07/25/2012	Open			Accounts Payable	HPM Investments, Inc.	\$1,475.00		
18269	07/25/2012	Open			Accounts Payable	Illinois Dept of Public Health	\$100.00		
18270	07/25/2012	Open			Accounts Payable	Illinois Homicide Investigators Association	\$700.00		
18271	07/25/2012	Open			Accounts Payable	Illinois State Toll Highway Authority	\$381.95		
18272	07/25/2012	Open			Accounts Payable	Industrial Organizational Solutions, Inc.	\$10,840.00		
18273	07/25/2012	Open			Accounts Payable	Ingram Library Services	\$1,415.69		
18274	07/25/2012	Open			Accounts Payable	J. G. Uniforms, Inc.	\$2,825.00		
18275	07/25/2012	Open			Accounts Payable	Jack's Rental, Inc.	\$71.80		
18276	07/25/2012	Open			Accounts Payable	James Frank	\$110.49		
18277	07/25/2012	Open			Accounts Payable	James R. Acanfora	\$396.00		
18278	07/25/2012	Open			Accounts Payable	Jan Way Company, USA, Inc.	\$109.45		
18279	07/25/2012	Open			Accounts Payable	JNC Consulting, Inc.	\$1,750.00		
18280	07/25/2012	Open			Accounts Payable	Joe Rizza Ford	\$409.20		
18281	07/25/2012	Open			Accounts Payable	John Wysocki	\$44.04		
18282	07/25/2012	Open			Accounts Payable	K's Quality Construction, Inc.	\$3,166.00		
18283	07/25/2012	Open			Accounts Payable	KB Lawn and Mulch	\$2,115.00		
18284	07/25/2012	Open			Accounts Payable	Key Equipment Finance	\$7,423.36		
18285	07/25/2012	Open			Accounts Payable	Keyth Technologies, Inc.	\$200.00		
18286	07/25/2012	Open			Accounts Payable	Kristine Dillon	\$450.00		
18287	07/25/2012	Open			Accounts Payable	L - K Fire Extinguisher Service	\$415.50		
18288	07/25/2012	Open			Accounts Payable	Lakeview Bus Lines, Inc.	\$825.00		
18289	07/25/2012	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$9,687.31		
18290	07/25/2012	Open			Accounts Payable	Lawndale News	\$2,965.90		
18291	07/25/2012	Open			Accounts Payable	Le'Griff Remodeling & Associates	\$5,336.00		
18292	07/25/2012	Open			Accounts Payable	LexisNexis	\$478.00		
18293	07/25/2012	Open			Accounts Payable	M & M Window Cleaning Services	\$175.00		
18294	07/25/2012	Open			Accounts Payable	M. K. Sports	\$3,030.00		
18295	07/25/2012	Open			Accounts Payable	MacNeal Phy Group [OCCMED]	\$80.00		
18296	07/25/2012	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
18297	07/25/2012	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
18298	07/25/2012	Open			Accounts Payable	Meggitt Training System	\$654.89		
18299	07/25/2012	Open			Accounts Payable	Menards	\$140.88		
18300	07/25/2012	Open			Accounts Payable	MES - Illinois	\$171.24		
18301	07/25/2012	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$50.00		
18302	07/25/2012	Open			Accounts Payable	Metro Power, Inc.	\$432.90		
18303	07/25/2012	Open			Accounts Payable	Metropolitan Mayors Caucus	\$1,983.00		
18304	07/25/2012	Open			Accounts Payable	Micro Marketing, LLC	\$471.61		
18305	07/25/2012	Open			Accounts Payable	Midwest Tape	\$121.94		

# Payment Register

From Payment Date: 7/21/2011 - To Payment Date: 7/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18306	07/25/2012	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
18307	07/25/2012	Open			Accounts Payable	Mike & Sons	\$1,927.00		
18308	07/25/2012	Open			Accounts Payable	Moore Medical,LLC	\$84.79		
18309	07/25/2012	Open			Accounts Payable	NAEIR	\$145.50		
18310	07/25/2012	Open			Accounts Payable	National Tutoring Association	\$155.00		
18311	07/25/2012	Open			Accounts Payable	Nextel Communications	\$369.26		
18312	07/25/2012	Open			Accounts Payable	Nicor Gas	\$17.33		
18313	07/25/2012	Open			Accounts Payable	North American Sall Company	\$17,654.35		
18314	07/25/2012	Open			Accounts Payable	North Berwyn Park District	\$284,401.00		
18315	07/25/2012	Open			Accounts Payable	Northeastern Illinois Public Safety Training Acad	\$400.00		
18316	07/25/2012	Open			Accounts Payable	Office Depot	\$146.48		
18317	07/25/2012	Open			Accounts Payable	Office Equipment Sales	\$1,792.92		
18318	07/25/2012	Open			Accounts Payable	Orlando Diaz	\$1,520.00		
18319	07/25/2012	Open			Accounts Payable	Paradise 4 Paws	\$114.00		
18320	07/25/2012	Open			Accounts Payable	Paul Gardner	\$540.00		
18321	07/25/2012	Open			Accounts Payable	Personal Home Safety	\$124.00		
18322	07/25/2012	Open			Accounts Payable	Phil Passen	\$125.00		
18323	07/25/2012	Open			Accounts Payable	PHS Locksmith	\$124.00		
18324	07/25/2012	Open			Accounts Payable	Pilgram Management Company	\$455.18		
18325	07/25/2012	Open			Accounts Payable	Pillars Community Services	\$2,125.35		
18326	07/25/2012	Open			Accounts Payable	Pinner Electric Company	\$29,222.09		
18327	07/25/2012	Open			Accounts Payable	Pitney Bowes	\$2,313.00		
18328	07/25/2012	Open			Accounts Payable	Pitney Bowes	\$150.75		
18329	07/25/2012	Open			Accounts Payable	PNC Equipment Finance	\$4,666.92		
18330	07/25/2012	Open			Accounts Payable	Porter Lee Corporation	\$730.00		
18331	07/25/2012	Open			Accounts Payable	Quarry Materials, Inc.	\$573.99		
18332	07/25/2012	Open			Accounts Payable	R.D.V. Electric, Inc.	\$1,000.00		
18333	07/25/2012	Open			Accounts Payable	Rahul Handa	\$1,475.00		
18334	07/25/2012	Open			Accounts Payable	Random House, Inc.	\$33.75		
18335	07/25/2012	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$1,169.00		
18336	07/25/2012	Open			Accounts Payable	Recorded Books, LLC	\$327.00		
18337	07/25/2012	Open			Accounts Payable	Research Technology International	\$527.45		
18338	07/25/2012	Open			Accounts Payable	Richard C. Dahms	\$1,410.00		
18339	07/25/2012	Open			Accounts Payable	Robert E. Dwan	\$98.60		
18340	07/25/2012	Open			Accounts Payable	Robert J. Lovero	\$202.37		
18341	07/25/2012	Open			Accounts Payable	Roberta Luzuriaga	\$1,475.00		
18342	07/25/2012	Open			Accounts Payable	Rogelio Munoz	\$66.88		
18343	07/25/2012	Open			Accounts Payable	Roscoe Company	\$178.07		
18344	07/25/2012	Open			Accounts Payable	S-P-D- Incorporated	\$150.05		
18345	07/25/2012	Open			Accounts Payable	Saber-Tooth Computing	\$3,654.00		
18346	07/25/2012	Open			Accounts Payable	Salem Press	\$195.00		
18347	07/25/2012	Open			Accounts Payable	Salt Creek Umpires	\$1,850.00		
18348	07/25/2012	Open			Accounts Payable	Scott Cione	\$390.09		
18349	07/25/2012	Open			Accounts Payable	Secretary of State	\$99.00		
18350	07/25/2012	Open			Accounts Payable	Seguin RCA	\$100.00		
18351	07/25/2012	Open			Accounts Payable	Sherwin Williams	\$78.65		
18352	07/25/2012	Open			Accounts Payable	Snappy Convenience Center #12	\$16.50		
18353	07/25/2012	Open			Accounts Payable	Sound Design, Inc.	\$1,923.00		
18354	07/25/2012	Open			Accounts Payable	Sprint	\$1,587.99		



# Payment Register

From Payment Date: 7/21/2011 - To Payment Date: 7/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
18355	07/25/2012	Open			Accounts Payable	Standard Equipment Company	\$2,940.83			
18356	07/25/2012	Open			Accounts Payable	State Industrial Products	\$285.46			
18357	07/25/2012	Open			Accounts Payable	Storino, Ramello & Durkin	\$6,376.02			
18358	07/25/2012	Open			Accounts Payable	Strictly Sewers	\$7,700.00			
18359	07/25/2012	Open			Accounts Payable	Suburban Laboratories, Inc.	\$786.50			
18360	07/25/2012	Open			Accounts Payable	Sue Fink	\$250.00			
18361	07/25/2012	Open			Accounts Payable	SWAN	\$74.52			
18362	07/25/2012	Open			Accounts Payable	T. Garret	\$150.00			
18363	07/25/2012	Open			Accounts Payable	Tamerling, Inc.	\$325.00			
18364	07/25/2012	Open			Accounts Payable	Tantor Media	\$113.98			
18365	07/25/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$93.32			
18366	07/25/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$288.56			
18367	07/25/2012	Open			Accounts Payable	Texor World Fuel Services	\$399.98			
18368	07/25/2012	Open			Accounts Payable	The Bank of New York	\$800.00			
18369	07/25/2012	Open			Accounts Payable	The Library Store	\$32.86			
18370	07/25/2012	Open			Accounts Payable	The Urban Mutt	\$1,093.29			
18371	07/25/2012	Open			Accounts Payable	Thomas J. Paviik	\$46.21			
18372	07/25/2012	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$1,089.69			
18373	07/25/2012	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$2,686.82			
18374	07/25/2012	Open			Accounts Payable	Tyco Intergrated Security LLC	\$54.00			
18375	07/25/2012	Open			Accounts Payable	U.S. Cellular	\$753.29			
18376	07/25/2012	Open			Accounts Payable	Uline	\$604.14			
18377	07/25/2012	Open			Accounts Payable	Unique Management Services, Inc.	\$98.45			
18378	07/25/2012	Open			Accounts Payable	University of Wyoming	\$65.00			
18379	07/25/2012	Open			Accounts Payable	US Gas	\$132.80			
18380	07/25/2012	Open			Accounts Payable	USIC Locating Services, Inc.	\$3,599.02			
18381	07/25/2012	Open			Accounts Payable	Van Bruggen Signs	\$1,752.00			
18382	07/25/2012	Open			Accounts Payable	VCG Uniforms	\$1,463.40			
18383	07/25/2012	Open			Accounts Payable	Wayne Parthun	\$21.45			
18384	07/25/2012	Open			Accounts Payable	Weimer Machine	\$7,333.57			
18385	07/25/2012	Open			Accounts Payable	West Payment Center	\$579.10			
18386	07/25/2012	Open			Accounts Payable	Western Suburbs Concrete, Inc.	\$1,950.00			
18387	07/25/2012	Open			Accounts Payable	Widaman Signs	\$180.00			
18388	07/25/2012	Open			Accounts Payable	Zee Medical, Inc.	\$434.55			
18389	07/25/2012	Open			Accounts Payable	Zoll Medical Corporation	\$683.15			
Type Check Totals:										
01 - General Cash Totals							222 Transactions	\$784,785.80		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	222	\$784,785.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	222	\$784,785.80	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	222	\$784,785.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

**The City of Berwyn**



**Jeffrey G. Boyajian**  
**2<sup>nd</sup> Ward Alderman**

K-3

**A Century of Progress with Pride**

8700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6402 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

July 13, 2012

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

Re: Handicap Sign Request: Request # 805  
Carmen Avila

Mayor and City Council Members:

At this time I would like to overturn the decision of the investigating officer in the attached handicap application and ask that it be approved for a drop off zone.

Respectfully,

Jeffrey Boyajian  
2<sup>nd</sup> Ward Alderman

*Berwyn*  
*Police Department*

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

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

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

**DATE: June 14, 2012**

**RE: HANDICAPPED SIGN FOR: Carmen Avila # 805**

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

**3235 S. Highland Ave.**

**PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.**

**CC: ALDERMAN Boyajian**

**REVIEWED**

Public Works

Traffic Engineer

Aldermen

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

JUN 13 2012

Application # 805

Public Works Director or Designee Robert Schiller

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Meets Public Works Criteria:

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

Date: 6/11/2012

Police Report # 12-05730

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

Application # 805

Traffic Engineer or Designee Nicole Campbell

Comments: This is a corner house with no parking areas along 2 sides of the house.

No parking areas can be used temporarily for drop off and pick up. There is a ramp from the sidewalk to the front door on the Highland Avenue side of the block, near a no parking area.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Meets Traffic Criteria for:

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

Date: 6/11/2012

Police Report # 12-05730



# Berwyn Police Department

6401 West 31st Street  
Berwyn, Illinois 60402  
708-795-5400  
Fax 708-795-5627  
Emergency Call 911

JUN 13 2012

## Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero  
From : Berwyn Police Department Community Service Division  
Date : 5/30/2012  
Officer: Margo Raimondi#192

Applicant Name: Carmen Avila  
Address: 3235 S. Highland Ave, Berwyn IL 60402  
Telephone:

Nature of Disability: -----

### Information

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

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

Report # 12-05730

#2  Ward Alderman:  
*Royajin*

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

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

A Century of Progress with Pride

APR 26 2012

**Affidavit For Handicapped Parking Sign or Drop Off Zone**

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

Carmen Avila  
(Name of Handicapped Applicant)

3235 Highland Ave Apt 1  
(Berwyn Address)

\_\_\_\_\_  
(Name of caregiver, or guardian if minor)

\_\_\_\_\_  
(Telephone /Cell Phone Number)

Is there a garage on the property?  Yes / No  
Driveway X Carport \_\_\_\_\_

Are you the homeowner? Yes \_\_\_ No X

**All Applicants must submit the Physicians form (A)**

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

\*\*\*\*\*

**Vehicle Information**

Chrysler 300M  
(Vehicle make and model)

Black / 2003  
(Color / Year)

807 W130  
(Illinois License Plate Number)

12038  
(Current City Vehicle Sticker Number)

\_\_\_\_\_  
(Illinois Handicapped Plate)

BB07133  
(Illinois Permanent Handicap Placard Number)

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

Carmen Avila

4/26/12

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



Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

A Century of Progress with Pride

(Signature of handicapped person or their legal guardian)

(Date)

## Physician Form (A)

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

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

This patient had a \_\_\_\_\_  
that resulted in a deep left \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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)

4-25-12  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Physician's Name)

\_\_\_\_\_  
(Address and Telephone Number)

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

**OFFICIAL SWORN POLICE REPORT**

# Berwyn Police Department

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

Incident#: 12-05730

<b>STATION COMPLAINT UCR/Offense Code</b>	<b>DESCRIPTION</b>	<b>INCIDENT #</b>
9041 (Applicant File)	Applicant File	12-05730
<b>REPORT TYPE</b>	<b>RELATED CAD #</b>	<b>HOW RECEIVED</b>
Incident Report	C13-025478	
<b>WHEN REPORTED</b>	<b>LOCATION OF OFFENSE (HOUSE NO., STREET NAME)</b>	
05/18/2012 07:32	3235 S HIGHLAND AV #APE 1 Berwyn, 60402	
<b>TIME OF OCCURRENCE</b>	<b>STATUS CODE</b>	<b>STATUS DATE</b>
05/18/2012 07:32		

**INVOLVED ENTITIES**

<b>NAME</b>	<b>DOB</b>	<b>AGE</b>	<b>ADDRESS</b>
Avila, Carmen		53	3235 S HIGHLAND AV Berwyn, IL 60402
<b>SEX</b>	<b>RACE</b>	<b>HGT</b>	<b>WGT</b>
F	Hispanic		
<b>SPD #</b>	<b>DL #</b>	<b>FBI #</b>	<b>ALT PHONE</b>

**CLOTHING**

<b>UCR</b>	<b>TYPE</b>	<b>RELATED EVENT #</b>
	Reporting Party	

**INVOLVED VEHICLES**

<b>VEHPLATE #</b>	<b>STATE</b>	<b>TYPE</b>	<b>INVOLVEMENT</b>	<b>VIN #</b>
8076130	IL	Sedan, 4-door		
<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>COLOR</b>	<b>COMMENTS</b>
2013	Chrysler	300	Black	

OWNER  
Avila, Genaro

**NARRATIVES**

**PRIMARY NARRATIVE**

Carmen Avila, who resides at 3235 S. Highland Ave is requesting Drop Off Zone signs to be placed in front of her residence (\*on 32nd St. by the back entrance). Ms. Avila suffered a [redacted] which caused [redacted] on her left side. She utilizes a [redacted]. There is a garage on the premises, however, she relates that it is difficult for her to maneuver in, with the wheelchair. Her son Genaro Avila Jr (home owner), currently uses the garage to park his truck and store his business supplies. There are no other drop off zone/handicapped parking spaces on the block. Ms. Avila does not drive. For the above reasons, this officer feels that this application should be considered for approval for a drop off zone at this time.

<b>REPORTING OFFICER</b>	<b>STAR #</b>	<b>APPROVED BY</b>	<b>STAR #</b>
RAYMONDI, MARGO I	192		

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

A Century of Progress with Pride

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

I Genaro Avila Jr., owner/manager of the property at  
3235 S. Highland Ave., state as follows:

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

x Genaro Avila Jr.  
Signature/Date

Name: Genaro Avila Jr.  
Address: 3235 S. Highland  
Phone# -----

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

**The City of Berwyn**

K-4



**Jeffrey G. Boyajian**  
2<sup>nd</sup> Ward Alderman

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6402 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

July 13, 2012

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

Re: Handicap Sign Request: Request # 806  
Maria Arredondo

Mayor and City Council Members:

At this time I would like to overturn the decision of the investigating officer in the attached handicap application and ask that it be approved for a drop off zone.

Respectfully,

Jeffrey Boyajian  
2<sup>nd</sup> Ward Alderman

*Berwyn*  
*Police Department*

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

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

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

**DATE: June 14, 2012**

**RE: HANDICAPPED SIGN FOR: Maria Arredondo #806**

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

3248 S. Cuyler Ave.

**PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.**

**CC: ALDERMAN Boyajian**

REVIEWED

Public Works

Traffic Engineer

Aldermen

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

JUN 13 2012

Application # 806

Public Works Director or Designee Robert Schiller

Comments: \_\_\_\_\_

Meets Public Works Criteria:

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

Date: 6/11/2012

Police Report # 12-06197

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

Application # 806

Traffic Engineer or Designee Nicole Campbell

Comments: This is a corner house with no parking areas along 2 sides of the house.  
No parking areas can be used temporarily for drop off and pick up.

Meets Traffic Criteria for:

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

Date: 6/11/2012

Police Report # 12-06197





# Berwyn Police Department

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

JUN 13 2012

## Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero  
From: Berwyn Police Department Community Service Division  
Date : 5/30/2012  
Officer: Margo Raimondi#192

Applicant Name: Maria Arredondo  
Address: 3248 S. Cuyler Ave, Berwyn IL 60402  
Telephone:  
Nature of Disability:

### Information

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

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

Report # 12-06197

Ward Alderman:

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

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

MAY 11 2002

A Century of Progress with Pride

### Affidavit For Handicapped Parking Sign or Drop Off Zone

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

MARIA ARRENDONDO  
(Name of Handicapped Applicant):

3248 CUYLER AVE  
(Berwyn Address)

\_\_\_\_\_  
(Name of caregiver, or guardian if minor)

\_\_\_\_\_  
(Telephone/Cell Phone Number)

Is there a garage on the property? Yes  No

Are you the homeowner? Yes  No

Driveway NO Carport NO

\* MAIN ENTRY DOOR IS ON 33RD ST.

**All Applicants must submit the Physicians form (A).**

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

\*\*\*\*\*

#### Vehicle Information:

Jeep Grand Cherokee  
(Vehicle make and model)

Burgundy 1999  
(Color / Year)

X587810  
(Illinois License Plate Number)

25159  
(Current City Vehicle Sticker Number)

\_\_\_\_\_  
(Illinois Handicapped Plate)

BB10847  
(Illinois Permanent Handicap Placard Number)

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

Jacqueline [Signature] (daughter)

Maria [Signature]

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

OFFICIAL SWORN POLICE REPORT

# Berwyn Police Department

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

Incident#: 12-06197

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	12-06197
REPORT TYPE	RELATED CAD #	DOT #
Incident Report	C12-028002	
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	HOW RECEIVED
05/30/2012 10:52	3248 S CUYLER AV Berwyn, IL 60402	Telephone
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
05/30/2012 10:52		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	PHONE
Arredondo, Maria		66	3248 S Cuyler AV Berwyn, IL 60402	
SEX	RACE	HGT	WGT	HAIR
F	Hispanic			
SID #	DL #	FBI #	ALT PHONE	

CLOTHING

UCR	TYPE	RELATED EVENT #		
9041 (Applicant File) - 0 count(s)	Reporting Party			
NAME	DOB	AGE	ADDRESS	PHONE
Arredondo, Isela		37	3248 S CUYLER AV Berwyn, IL 60402	
SEX	RACE	HGT	WGT	HAIR
F	Hispanic	5' 1"	140	Brown
SID #	DL #	FBI #	ALT PHONE	

CLOTHING

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

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
X587810	IL	Carmall/SUV		
YEAR	MAKE	MODEL	COLOR	COMMENTS
1999	Jeep	Grand Cherokee	Maroon/Burgandy	
OWNER	Arredondo, Jacqueline			

NARRATIVES

PRIMARY NARRATIVE

Maria Arredondo, who resides at 3248 S. Cuyler Ave, Berwyn, IL, is requesting handicapped parking signs to be placed in front of her residence (\*by main entry door on 33rd Street side). Ms. Arredondo suffers from [redacted]. She uses [redacted] and is unable to walk long distances. She relates that on-street parking is very difficult due to the overflow from the multi-unit buildings on Ridgeland and 33rd. There is a garage on the premises however it is currently being used by Ms. Arredondo's daughter, who is the home owner. Ms. Arredondo does not drive. For the above reasons, this officer feels that this application should be considered for approval for a Drop-off Zone at this time.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-06197

STATION COMPLAINT UCR/Offense Code

9041 (Applicant File)

DESCRIPTION

Applicant File

INCIDENT #

12-06197

REPORT TYPE

RELATED CAD #

DOT #

HOW RECEIVED

Incident Report

C12-028002

Telephone

WHEN REPORTED

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

05/30/2012 10:52

3248 S CUYLER AV Berwyn, IL 60402

TIME OF OCCURRENCE

STATUS CODE

STATUS DATE

05/30/2012 10:52

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)

## Physician Form (A)

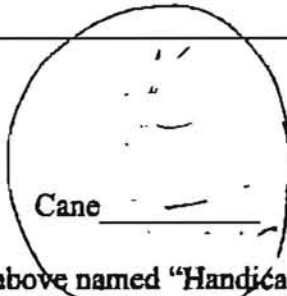
This form must be filled out in its entirety and signed by your physician.

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

*T*  
*...*  
\_\_\_\_\_

Does the patient utilize any of the following? :

Walker NE Wheel Chair NE Cane \_\_\_\_\_ Oxygen NE



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)

5/8/12  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Physician's Name)

\_\_\_\_\_  
(Address and Telephone Number)

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

A Century of Progress with Pride

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

I ISELA ARREDONDO, owner/manager of the property at  
3248 CUYLER AVE, state as follows:

- 1) That MARIA ARREDONDO is a tenant at the above listed property.
- 2) That MARIA ARREDONDO has no access to any parking on the premises.
- 3) That if MARIA ARREDONDO is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address. Entry door is on 33rd St.
- 4) I agree to notify the City of Berwyn if MARIA ARREDONDO no longer resides on the premises.

Isele  
Isele Arredondo  
Signature/Date

Name: ISELA ARREDONDO  
Address: 3248 CUYLER AVE  
Phone#: --



**Robert J. Lovero**  
Mayor

K-5



**A Century of Progress with Pride**

8700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2675  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 7/10/12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 3500 block of Clinton

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 3500 block  
of Clinton.

The residents request permission to hold the event on August 25, 2012

With a rain date of August 26, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

KATE WALCZAK.

Contact person is: KATE WALCZAK

Address is: 3533 Clinton

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 3500 BLOCK OF CLINTON

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON AUGUST 25, 2012

BETWEEN THE HOURS OF 8 AM AND 9 PM, OUR RAIN DATE IS 8.26.12

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

an 3541 Clinton

3545 Clinton

3553 Clinton

3552 Clinton

3544 Clinton

3536 Clinton

3528 Clinton

3526 Clinton

s 3520 Clinton

3514 Clinton

~~3537 Clinton~~

3537 Clinton

3540 Clinton

3546 Clinton

3532 Clinton

3533 Clinton

3533 Clinton

**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

2012 JUL 16 P 2:48

**A Century of Progress with Pride**

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www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

K-6

Date: July 16-2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 6800 block of 29 PLACE

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 6800 block  
Of 29 PLACE.

The residents request permission to hold the event on AUGUST 25 2012

With a rain date of AUGUST 26 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

[Signature]

Contact person is: YAMIL DIAZ DE LEON

Address is: 6840 29 PLACE

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

6800

WE THE UNDERSIGNED RESIDENTS OF THE 29 PL BLOCK OF 29 PLACE  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 25- 2012  
 BETWEEN THE HOURS OF 9 AM AND 9:PM, OUR RAIN DATE IS 8-26 2012  
 ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

6824 29th

6837 29th Pl

6832 29PL

6874 W 29 PL

6840 W 29 PL

6836 W 27th Place

2929 Kenilworth Ave

6844 W 29th pl

6820 W 29th Pl

6816 W. 29th Place

6838 W. 29th Pl.

6818 W 29th Pl

6830 29th Pl

6848 29th Pl

CITY OF BERKELEY  
 CLERKS OFFICE  
 2012 JUL 16 10 21 AM

**Robert J. Lovero**  
Mayor



K-7

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2600 Fax: (708) 788-2675  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 7.10.2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 3200 block of Wisconsin

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 3200 block  
of Wisconsin.

The residents request permission to hold the event on Aug 18, 2012

With a rain date of Aug 19, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Richard E. Leja

Contact person is: Richard E. Leja

Address is: 3225 S. Wisconsin Ave

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 3200 BLOCK OF Wisconsin

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 18, 2012

BETWEEN THE HOURS OF 9 AND 9, OUR RAIN DATE IS August 19, 2012

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME ADDRESS

3225	Wisconsin
3254	Wisconsin
3239	WISCONSIN
3233	Wisconsin
3231	Wisconsin
3217	Wisconsin
3213	WISCONSIN
3204	Wisconsin
3205	Wisconsin
3221	Wisconsin



WE THE UNDERSIGNED RESIDENTS OF THE 3200 BLOCK OF Wisconsin  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 18, 2012  
BETWEEN THE HOURS OF \_\_\_\_\_ AND \_\_\_\_\_, OUR RAIN DATE IS August 19, 2012  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

- 3210 Wisconsin Ave. Berwyn 60402
- 3214 Wis. Ave. Berwyn 60402
- 3232 Wis. Ave. Berwyn 60402
- 3234 Wisconsin Ave Berwyn, IL
- 3238 Wisconsin Ave Berwyn IL 60402
- 3238 Wisconsin Ave. Berwyn 60402
- 3246 Wisconsin Ave. Berwyn, IL
- 3218 Wisconsin Berwyn, IL
- 3244 Wisconsin Berwyn, IL
- 3206 Wisconsin



**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

2012 JUL 19 P 3:41

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8700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

K-8

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 7-13-12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party \_\_\_\_\_ block of 2600 Grove

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2600 block  
of Grove

The residents request permission to hold the event on August 18, 2012

With a rain date of August 18, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Cindy Lopez

Contact person is: Cindy Lopez

Address is: 2615 S Grove Berwyn IL 60402

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 2600 BLOCK OF Grove  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 11, 2012  
BETWEEN THE HOURS OF 8:00 A AND 9:00 pm, OUR RAIN DATE IS August 19, 2012  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 2620 S. Grove
- 2616 S. Grove
- 2622 S. Grove
- 2634 S. Grove
- 2636 S. Grove
- 2615 Grove
- 2646 S. Grove
- 2648 S. Grove
- 2645 S. GROVE
- 2639 Grove
- 2633 S. Grove
- 2631 S. Grove
- 2625 S. Grove
- 2623 S. Grove
- 2617 S. Grove
- 2614 S. Grove Ave
- 2641 Grove Ave
- 2613 Grove

**Robert J. Lovero**  
Mayor



K-9

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2875  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 7-10-12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2300 block of HIGHLAND

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2300 block  
of HIGHLAND.

The residents request permission to hold the event on 8-4-12

With a rain date of 8-5-12. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

2300 BLOCK RESIDENTS

Contact person is:

JAVIER ROJAS

Address is:

2312 S. HIGHLAND

Phone number is:

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 2300 BLOCK OF HIGHLAND  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 8-4-12  
BETWEEN THE HOURS OF 2PM AND 9pm, OUR RAIN DATE IS 8-5-12  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 2312 S. HIGHLAND
- 2319 HIGHLAND
- 2303 HIGHLAND
- 2305 Highland
- 2302 Highland
- 2304 Highland
- 2324 Highland
- 2316 HIGHLAND
- 2339 Highland
- 2306 HIGHLAND
- ND 2311 HIGHLAND
- 2320 Highland
- 2328 HIGHLAND
- 2321 Highland
- 2315 Highland
- 2348 HIGHLAND
- 2331 Highland
- 2337 Highland

**Robert J. Lovero**  
Mayor



**A Century of Progress with Pride**

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www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: July 19<sup>th</sup> 2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 1200 block of Kenilworth

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 1200 block  
of Kenilworth.

The residents request permission to hold the event on Aug. 25<sup>th</sup> 2012

With a rain date of September 1<sup>st</sup> 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Kristina Moy

Contact person is: Kristina Moy

Address is: 1240 S Kenilworth

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 1200 BLOCK OF Kenilworth  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug 25<sup>th</sup> 2012  
 BETWEEN THE HOURS OF 8am AND 9pm, OUR RAIN DATE IS Sep 1<sup>st</sup> 2012  
 ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS
1240 S. Kenilworth. 2nd Floor
1238 Kenilworth 1st Floor
1238 Kenilworth 2nd floor
✓ 1214 Kenilworth 2nd fl.
1220 Kenilworth house
1239 Kenilworth house
es 1212 Kenilworth
es 1226 Kenilworth H/D
1234 Kenilworth Ave
1233 Kenilworth ave 1st
1236 Kenilworth ave 1st Floor
1243 Kenilworth
1234 Kenilworth 1st
1235 Kenilworth - Ave
1231 " "
1237 Kenilworth
1219 Kenilworth
1216 Kenilworth Ave
1213 S Kenilworth
1222 N Kenilworth
1228 S. Kenilworth
1230 Kenilworth
1224 Kenilworth Ave
1245 Kenilworth
1244 Kenilworth



**BSA TROOP 60**  
**Berwyn, IL**



K-11

To whom it may concern,

Hello, for the past few years in August, Boy Scout Troop 60 from St. Odilos has held a car wash in the parking lot of the District 100 office building on the corner of Ogden and 34<sup>th</sup> Street. The City of Berwyn and the Department of Public Works have been kind enough to allow our troop to use the fire hydrant near the building for water to use for the car wash. This letter is to ask if we can again use the water hydrant this year. This event is one of our bigger fund raisers and is desperately needed to keep the troop going.

This year's dates for the car wash would be August 11<sup>th</sup>, with a rain date of August 18<sup>th</sup>. The times for the car wash would be from 9am to 4pm. We have already received confirmation from the school district that we can use the parking lot again this year. If any further information is needed or if there are any questions please feel free to reach out to me – Carlos Ceballos \ Assistant Scout Master 312-446-0209

Sincerely,

Carlos Ceballos





# J. Sterling Morton High Schools

Morton District Office, 5041 W. 31<sup>st</sup> Street, Cicero, IL 60804

K-12

## Business Office

PH: (708) 780-2116  
FAX: (708) 780-2117  
cjohnson@jismorton.org

Thomas J. Pavlik  
City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

July 10, 2012

Dear Mr. Pavlik:

I respectfully request a parade permit and necessary police escort for the Morton High School Homecoming Parade on Friday, October 5, 2012. The parade will begin at Morton East High School approximately 1:30 p.m.

The parade route is as follows:

Depart Morton East and proceed South on Austin Blvd. to 26<sup>th</sup> Street,  
West on 26<sup>th</sup> Street to Home Avenue,  
North on Home Avenue to Morton West Parking Lot where it will end at Hoffman  
Stadium

I will request a certificate of insurance from our agent to show our liability coverage for the parade, and will forward this certificate to the City Clerk. All correspondence should be sent to my attention. If you have any questions please contact my office.

Sincerely,

Cathy Johnson  
Chief Financial Officer

CC: Berwyn Fire Department  
Berwyn Police Department  
A. Grazzini  
S. Lemon  
N. Ebsen

**The City of Berwyn**



**Nora Laureto**  
**8<sup>th</sup> Ward Alderman**

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6408 Fax: (708) 788-2875  
www.berwyn-il.gov

K-13

July 18, 2012

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

RE: Street Closure/Commodore Barry Post #256

Dear Mayor and Member of the City Council:

I have been in communication with the new Commander of The American Legion Commodore Barry Post #256 located at 6919 W. Roosevelt Road., Mr. Russ Meredith. The post is hosting their annual picnic for members on August 11<sup>th</sup>. They are asking permission to close the street from Roosevelt to the Cul-de-sac for this event as they have done in years past. This area is designated parking for the post. They are also asking for Public Works to supply barricades for them to close the street on this date. I informed him that I would also include in the communication that the Police Department be notified of this event as well. Thank you for your consideration.

Sincerely,

*Nora Laureto*

Nora Laureto  
Alderman 8<sup>th</sup> Ward  
City of Berwyn

CC: Mr. Russ Meredith, Commodore Barry Post #256