



City of Berwyn

City Council Meeting

May 10, 2011

BERWYN CITY COUNCIL MEETING

May 10, 2011

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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

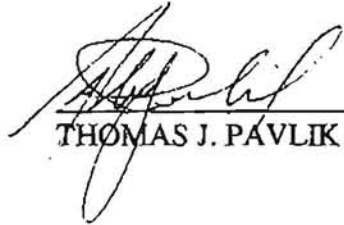
- (A) **PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE**
- (B) **OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)**
- (C) **PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL**
 - 1. REG 4/26/11-COW-4/26/11
- (D) **BID OPENING - TABULATIONS**
- (E) **BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT**
 - 1. DEFERRED-BDC-LAND SWAP AGREEMENT WITH THE NBPD
 - 2. BDC-CERMAK (Theater) TIF DISTRICT, PHASE II INFRASTRUCTURE IMPROVEMENTS
 - 3. BDC-TIF- APPL-PADGETT BUSINESS SERVICES, 6828 WINDSOR AVE.
- (F) **REPORTS AND COMMUNICATIONS FROM THE MAYOR**
- (G) **REPORTS AND COMMUNICATIONS FROM THE CITY CLERK**
 - 1. APPROVAL OF CLOSED COW MINS OF 1-25-11, 2-8-11, 2-22-11, 3-8-11, 3-16-11, 4-12-11.
- (H) **COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS**
- (I) **REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS**
 - 1. BHPC-PENDING NOMINATION OF MARK FUNERAL HOME AS A LOCAL LANDMARK
 - 2. BL/ZONING&PLANNING COMM.-DEFER ITEM # 7 3-22-11- SIGNAGE/ROOSEVELT RD.
 - 3. PK& TRAFFIC COMM.-REVIS OF ORD 484.05-484.055 PERTAINING TO HANDICAP PKNG
- (J) **STAFF REPORTS**
 - 1. CITY ADM- TO DEVELOP RFP'S FOR ARCH FOR LIBRARY ELEVATOR DESIGN ONLY
 - 2. CITY ADM-APPROVAL OF ELEVATOR & GENERAL CONTRACTOR
 - 3. CITY ADM-INSURANCE RENEWAL FOR PROPERTY AUTO & FIRE FIDUCIARY
 - 4. CITY ATTORNEY-SETTLEMENT OF CASE # 07WC17716
 - 5. CITY ATTORNEY-SETTLEMENT OF CASE # 09CV3184
 - 6. DIR/PUBLIC WORKS- CHANGE ORDER # 1 CERMAK RD. T.I.F. VACIN FAIRWAY IMPROVEMENTS
 - 7. FIRE CHIEF/REPLACEMENT OF FIRE FIGHTER/PAR RETIREMENT OF ENGINEER

8. FIRE CHIEF-PROBATIONARY FIREFIGHTER'S/PARAMEDICS

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

1. BUDGET CHAIR-PAYROLL-4/27/11-\$878,613.24
2. BUDGET CHAIR-PAYABLES-5/10/11-\$1,038,777.46
3. LICENSING & COLLECTIONS-BUSINESS LICENSE ISSUED APRIL, 2011
4. BOYAJIAN-HANDICAP SIGN-Y. SOROKA-3441 GUNDERSON-**APPROVE**
5. POLASHEK-HANDICAP SIGN-Y. LOPEZ-2123 ELMWOOD-**APPROVED**
6. POLASHEK-HANDICAP SIGN-M. FRANZIA-2123 ELMWOOD-**DENY**
7. ST. LEONARD'S FUN DAY EVENT-CLARENCE BETWEEN 33RD & 34TH ST.-JUNE 2, 2011
8. MAYOR-CONCLUSION OF LIQUOR HEARING PROCEEDING
9. BLOCK PARTY-1415 CLINTON-5/14/11
10. BUILDING DIR-BUILDING & LOCAL IMPROVEMENT PERMITS FOR APRIL, 2011

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THOMAS J. PAVLIK - CITY CLERK




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



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



ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
APRIL 26, 2011

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, 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 observed for the deceased Ann Marrone, Library Board Emeritus, and for the men and women in the armed forces and on the streets of Berwyn protecting our safety.
3. The Open Forum portion of the meeting was announced. The Mayor recognized resident, Shelly Titzer, 3139 Maple who spoke on the upcoming event hosted by Berwyn CARES at Heritage School on May 19, 2011 at 7:00 p.m. - Alderman Avila thanked all who volunteered in "Think Green" cleanup -Alderman Chapman reminded all of "Zoom & Bloom" to be held on Saturday, May 7, 2011 and also of the Kiwanis Pancake Breakfast on May 7, 2011- Treasurer Kroc reminded all of the Pav YMCA "Titer Award" dinner on May 6, 2011 at Crystal Sky Banquet Hall-Alderman Laureto reminded all of her 8th Ward meeting to be held on Thursday, April 28, 2011 at 7:00 p.m. at the 16th Street Fire Station.
4. The minutes of the Berwyn City Council Meeting, held April 12, 2011 and the Committee of the Whole, held on April 12, 2011 were submitted. Thereafter Chapman, made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
5. A motion by Chapman, seconded by Avila, to suspend the rules and bring forth Item F-1. The Motion carried by a voice vote. Item F-1 is a proclamation from the Mayor honoring Teacher Appreciation Week. Thereafter, the Clerk read the Proclamation into record and the Mayor presented to representative from School District 98 and School District 100. Thereafter, Skryd, made a motion seconded, by Chapman to concur and **adopt** the proclamation as presented. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES
APRIL 26, 2011

6. The Berwyn Development Corporation, submitted a communication and an ordinance entitled :

AN ORDINANCE PROPOSING A REDEVELOPMENT PLAN AND PROJECT FOR, AND THE DESIGNATION OF, THE HARLEM TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AND THE ADOPTION OF TAX INCREMENT FINANCING THEREFORE, CONVENING A JOINT REVIEW BOARD AND CALLING A PUBLIC HEARING IN CONNECTION THEREWITH.

The Mayor recognized Tim Angel of the Berwyn Development Corporation who noted amendments to section 3 of the ordinance were submitted. Thereafter, Avila made a motion, seconded by Boyajlan, to concur and **adopt** the ordinance as amended per discussion in the Committee of the Whole with the start time of the public hearing to be held at 7 pm June 28, 2011. Thereafter, the motion carried by a unanimous roll call vote.

7. The Berwyn Development Corporation submitted a communication regarding the Land Swap Agreement with the North Berwyn Park District. Thereafter, a motion by Chapman, seconded by Laureto, to deferred the matter for 2 weeks. Motion carried by a voice vote.
8. A motion by Chapman, seconded by Boyajlan, to suspend the rules and bring forth item G-1 and G-2. Motion carried by a voice vote. Item G-1 is a communication from the clerk regarding the retirement from the Deputy Clerk Louise Sommese. Thereafter, a motion by Skryd, seconded by Avila to accept as informational with regrets. The motion carried by a unanimous roll call vote.
9. The City Clerk submitted a communication regarding the appointment of Deputy City Clerk, requesting concurrence of the appointment of Jynette Ayala to the position of Deputy City Clerk/Secretary to City Council. Thereafter, a motion by Santoy seconded by Avila to concur and approved as submitted. Motion carried by a voice vote.
10. The Mayor submitted a communication regarding the appointment of a part time Administrative Assistant, requesting concurrence of the appointment of Kelly Climaglia to the position. Thereafter, a motion by Chapman seconded by Boyajlan, to concur and approved as submitted. Motion carried by a unanimous roll call vote.

BERWYN CITY COUNCIL MINUTES
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11. The 3rd Ward Aldermen submitted a communication regarding Piper School Special Event Street Closure Request for a PTA Block Party to be held on Friday May 12, 2011. Thereafter, a motion by Paul, seconded by Boyajian to concur and approve as submitted. Motion carried by a voice vote.
12. The Business License & Taxation Committee submitted a communication from a meeting held on April 12, 2011 regarding referral Item I-3, Holiday Lights Ordinance, with a recommendation that warning for the first offense and a 30 day period to comply, a \$50.00 fine for subsequent violations and to Refer the matter to the Legal Department for final drafting. Thereafter, a motion by Santoy, seconded by Avila to concur and refer the matter to the law Department. Motion carried by a voice vote.
13. A Deferred communication from the Berwyn Police Department Unit Commander regarding Evidence Storage Lockers. Thereafter, a motion by Boyajian seconded by Skryd to concur and approved as submitted. Authorizing the Police Department to enter with agreement with Bradford Systems in the amount of \$21,025.00. Motion carried by roll call: Yeas: Chapman, Boyajian, Skryd, Santoy, Avila, and Laureto. Nays: Paul. Absent: Polashek.
14. The City Attorney submitted a communication regarding settlement of case No.09M1301958 in the amount of \$7,500.00. Thereafter, a motion by Skryd, seconded by Chapman to concur and approve for payment as submitted. The motion carried by a unanimous roll call vote.

15. The City Attorney submitted a communication and an Ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 1478: THE HISTORIC PRESERVATION ORDINANCE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

Thereafter, a motion by Skryd, seconded by Chapman to concur and **adopt** the ordinance as presented and authorize the corporate authorizes to affix their signature thereto. Motion carried by a voice vote.

16. The City Administrator submitted a communication regarding Insurance Renewal. Thereafter, a motion by Chapman, seconded by Avila to concur and approve as submitted for coverage up to \$500,000 dollars. Motion carried by a voice vote.
17. The Berwyn Fire Department, Chief Denis O'Halloran, submitted a communication requesting permission to contact the Fire & Police Commission to hire 2 Replacement Firefighters/Paramedics and to hire an additional 12

BERWYN CITY COUNCIL MINUTES
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Firefighter/Paramedics. Thereafter, a motion by Skryd, seconded by Boyajian to concur and approve as submitted. Motion carried by roll call: Yeas: Chapman, Boyajian, Skryd, Santoy, Avila, Laureto. Nays: Paul. Absent: Polashek.

18. The Berwyn Fire Department, Chief Denis O'Halloran, submitted a communication regarding the purchase of replacement Fire Department vehicles. Thereafter, a motion by Boyajian seconded by Chapman to concur and approved as submitted. Motion carried by roll call: Yeas: Chapman, Boyajian, Skryd, Santoy, Avila, Laureto. Nays: Paul. Absent: Polashek.
19. The Berwyn Fire Department, Chief Denis O'Halloran, submitted a communication regarding The City of Berwyn Comprehensive Emergency Operation Plan. Thereafter, a motion by Skryd seconded by Boyajian to concur and approved as submitted. The motion carried by a unanimous roll call vote.
20. The Berwyn Fire Department, Chief Denis O'Halloran, submitted a communication regarding Red Cross Hero Award for Gold Shift 3rd Platoon & Lt. James Wojnarowski & Firefighter William Glaser. Thereafter, the Clerk read the communication into record and the Mayor recognized Lt. James Wojnarowski and Firefighter William Glaser of the Berwyn Fire Department and extended the City's thanks. Thereafter, a motion by Boyajian, seconded by Avila to accept the matter as informational. Motion carried by a voice vote.
21. The City Engineer submitted a communication regarding Roosevelt Road T.I.F. Alley Improvements, with copy of Bid Tabulation and a recommendation to award contract Kings Point LLC Bensenville, IL in the amount of \$73,550.00. Thereafter a motion by Chapman, seconded by Skryd to concur and approved as submitted for payment. The motion carried by a unanimous roll call vote.
22. The Community Development Director Robert Dwan submitted a communication in an attached Resolution entitled:
RESOLUTION AUTHORIZING APPLICATION FOR GRANT OF PRIVATE ACTIVITY BOND ALLOCATION.
Thereafter, a motion by Santoy, seconded by Skryd to concur and **adopt** the resolution as submitted and authorize the cooperative authorities to affix their signatures thereto. Motion carried by a voice vote.
23. The Consent agenda Items K-1 through K-6 were submitted:
K-1-Budget Chair, Payroll for April 13, 2011, \$1,000.010.58
K-2-Budget Chair, Payables for April 26, 2011, \$407,737.75
K-3-Boyajian, Handicap sign for M. O'Connell, 3206 Lombard, Approve
K-4-Laureto, Handicap sign for A. Cirilo, 1217 Home, Approve

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K-5-Block Party-2200 Grove-August 14, 2011

K-6-Kelly Miller Circus-Janura Park-September 8, 2011

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

24. Aldermen Boyajlan called an AD HOC Committee for hazardous waste, as previously called, for Wednesday, May 11, 2011 at 5:30 pm at Berwyn City Hall.
25. Aldermen Paul called a Parking & Traffic Committee, as previously called, for Tuesday May 3, 2011 at 5:00 pm at Berwyn City Hall.
26. There being no further business to come before the meeting, same was, after a motion by Laureto, seconded Skryd, to adjourn at the hour of 8:44 p.m. The motion carried by a voice vote

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

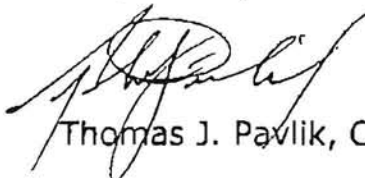
COMMITTEE OF THE WHOLE
APRIL 26, 2011

1. The Committee of the Whole was called to order by Mayor Lovero at 6:04 p.m. Upon the call of the roll, the following responded present: Chapman, Paul, Skryd, Avila, Laureto. Absent: Boyajian, Santoy, Polashek. Thereafter, Clerk Pavlik informed the council that Aldermen Polashek will be absent and that Aldermen Boyajian, Santoy will be late to the open portion of the COW, but will be in attendance this evening.
2. Avila made a motion, seconded by Paul, to excuse Aldermen Boyajian, Santoy, Polashek. Motion carried.
3. Paramedic Replacement Program Presentation. The Mayor recognized Chief Denis O'Halloran and Lt. Tom Hayes. Chief O' Halloran read a prepared statement regarding seven month cost analysis (see attached). Lt. Hayes submitted a local 506 2010 EMS comparison cost analysis (see attached). Chief O'Halloran went on to review cost saving and gave examples of improved service that was a direct result of the new EMS procedures. Lt. Hayes went on to explain the cost savings, the need and use of the 3rd ALS ambulance. Hayes reviewed a 2010 comparison with cost savings budget to actual including savings over using PSI service. The Mayor also stated potential additional savings from the original proposal, because of the new Illinois pension laws for anyone hired after January 1, 2011. Aldermen Paul questioned qualifications and training requirements of potential hires. Lt. Hayes answered stating all applicants must be paramedic certified and have Firefighter 2 before even taking the exam.
4. Insurance renewals the Mayor recognized City Administrator Brian Pabst who introduces Peter La Monica a representative from Mesirow Financial, a Risk Management firm. He stated several city policies were coming due and were sent out for proposals for Crime Policy Coverage, Surety Bond, Boiler Machinery and Fiduciary coverage, with cost savings valued over \$4,000, along with better coverage. Pabst explained that the quotes are all part city council J-4 commutation regarding Insurance renewal.
- Note Aldermen Boyajian present at 6:30P.M.
Mr. La Monica explained that the coverage now includes a Employee Dishonesty Policy which covers mismanagement of funds vs. coverage Surety bonding at a substantial savings and explained all these policies were shopped out to numerous insurances companies for quote comparisons. The council questioned the Insurance carrier being used? Chartist for crime policy, Liberty Mutual for Surety and one with Western Surety and Ullico.

COMMITTEE OF THE WHOLE
APRIL 26, 2011

5. The Mayor handed out additional information for item J-1, a deferred communication for Evidence Storage Lockers at PD, with a recommendation for Bradford Systems and went on to explain the reasons for choosing Bradford Systems, Also explained in the memo (see attached.)
6. City Council communication E-1, BDC communication regarding an ordinance for proposed Harlem Ave, TIF. Attorney Bertuca explained a Scribner's error in section 3 and that a new page will be supplied for the communication.
7. The Mayor explained item E-2 from the City Council Agenda regarding Land Swap Agreement with the North Berwyn Parks District needed to be deferred. The matter will be discussed in the Closed Committee of the Whole.
8. Item F-2, Part-time Administrative Assistant. Council asked for clarification regarding the part time hours and asked if that includes benefits. Mayor answered, yes.
9. Item J-6 on the Council Agenda regarding Fire Department Vehicles. Chief Denis O'Halloran explained the need for a replacement utility vehicle.
10. A motion by Avila, seconded by Skryd, to close the Committee of the Whole at 6:46 P.M. for pending litigation, real estate, land acquisition and review of Closed COW minutes. Motion carried.
11. A motion by Avila, seconded by Paul, to reopen the Committee of the Whole at 7:50.P.M. Motion carried.
12. A motion by Laureto, seconded by Boyajian, to adjourn the Committee of the Whole at 7:50 P.M. Motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, City Clerk



D. Bid Openings Tabulations



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

E-1
REVISED

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 05/10/11

Deferred Communication

Agenda Item E-2 is a Deferred Communication from C C Meeting dated 04/26/11 #7

FROM Berwyn Development Corporation
Re: Land Swap Agreement with the North Berwyn Park District

ITEM # 7

Roll Call/Tally Sheet
City of Berwyn

DATE: April 26, 2011

TIME: 8.00 p.m.

CITY COUNCIL MEETING

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

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



ITEM NO. 7
DATE APR 26 2011
DISPOSITION defer

April 26, 2011

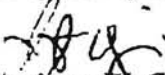
**Mayor Robert J. Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402**

Re: Land Swap Agreement with the North Berwyn Parks District

Dear Mayor and City Council,

Please see the attached land swap agreement between the City of Berwyn and the North Berwyn Parks District. The agreement was drafted by special legal counsel for the City and drafted to achieve benefits for both parties.

Respectfully submitted for your consideration,


Anthony W. Griffin

REVISED

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2011 (the "Effective Date"), by and between THE NORTH BERWYN PARK DISTRICT, a park district organized under the laws of the State of Illinois, (the "District") and THE CITY OF BERWYN, a municipal corporation duly organized under the laws of the State of Illinois, (the "City"). The District, together with the City, for convenience purposes only may be referred to herein as the "Parties" and each individually as a "Party."

RECITALS

A. The District is the owner of approximately +/-0.92 acres of real property commonly known as Berwyn Gardens, currently improved as a park with active and passive recreational amenities,(with all rights, interests and appurtenances thereto) located in the City of Berwyn, Illinois, legally described in Exhibit A-1 and depicted in Exhibit A-2 (the "District Property").

B. The City is the owner of approximately 1.8 acres of real property commonly known as Maple Pool, Kriz Park and Cuyler Pool, currently with swimming pools, bathhouses, skate park and passive par, parking and related amenities (with all rights, interests and appurtenances thereto) located in the City of Berwyn, Illinois, legally described in Group Exhibit B-1 and depicted in Group Exhibit B-2 (the "City Property").

C. The Parties believe that the District Property and the City Property have equivalent values.

D. The District and the City desire to exchange the District Property for the City Property.

E. Each Party has held all necessary hearings, issued all required notices and undertaken all necessary approvals pursuant to all applicable federal, state and local laws to effectuate the terms of the land exchange and the other transactions contemplated hereunder.

F. Each Party believes that the transactions contemplated hereunder are in the best interests of the health, safety and welfare of its constituency and that this Agreement is consistent with the goals and objectives of each Party in promoting the general public welfare.

G. The Parties have determined that it is reasonable, desirable, and in their respective interests for the Forest Preserve District to convey title to the Subject Property to the Park District in exchange for the payment of a certain sum by the Park District.

H. The Parties are municipalities as defined in Section 1 (c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (West 2006) (hereinafter the "Transfer Act").

I. Section 2 of the Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds vote of the corporate authorities of the transferor municipality.

J. The Parties have each, in their respective capacities as transferee municipality declared by ordinance "that it is necessary or convenient for it to use, occupy or improve," the real estate held by the transferor municipality.

K. The Parties are authorized to enter into this Intergovernmental Agreement pursuant to the powers conferred in Article VII, Section 10, of the Illinois Constitution of 1970 and the Transfer Act.

NOW, THEREFORE, in consideration of the exchange of Ten and No/100 United States Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Agreement to Convey.** At the Closing (as defined below) the District shall convey the District Property to the City, and the City shall convey the City Property including any improvements, personal property, supplies, materials and equipment including but not limited to City-owned trade fixtures, the pools, bathhouses, Skate Park and related equipment, and parking, to the District. In addition to other consideration set forth below, each transfer contemplated herein is to be made in consideration and as a contingent obligation of the other.

2. **Closing and Closing Conditions.**

a. The closing of the exchange of the City Property and the District Property contemplated by this Agreement, unless otherwise terminated, shall occur no later than fourteen (14) calendar days after the satisfaction or waiver of the contingencies and the Inspection Period (as defined below) or such earlier date as may be agreed to by the Parties in writing (the "Closing"). In the event the Closing does not occur prior to July 29, 2011, each Party shall have the right to terminate this Agreement by delivering to the non-terminating Party a written notice of its intent to terminate.

b. The Closing shall occur through a standard form "Closing Escrow" established and maintained at the offices of the Title Company (as defined below) (the "Escrow Agreement"). The Escrow Agreement shall contain any special provisions required by this Agreement or the transaction contemplated hereunder. In the event of a conflict

between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall in all instances govern and control.

c. The Closing shall occur at the offices of Chicago Title Insurance Company closest to the City Property, or other office mutually agreeable to the Parties.

3. Conditions Precedent to Closing.

a. In addition to other closing conditions specifically enumerated in this Agreement or otherwise agreed to in writing by and between the Parties, the following shall be additional conditions precedent for the Closing:

- i. This Agreement not being previously terminated pursuant to its terms and conditions;
- ii. The Inspection Period having been expired, terminated or waived;
- iii. Each Party's representations and warranties being accurate, correct and true as if specifically remade at the Closing.
- iv. Each Party's completion of the following on their respective parcels to be conveyed:
 - (1) Removal of all items of personal property not conveyed pursuant to this Agreement and leave all buildings in broom-clean condition;
 - (2) Transfer of all utility service presently servicing the Parcels to the party receiving the property;
 - (3) Delivery of copies of any and all leases and service contracts to the Party to receive the property and arrange for termination or assignment of same (at the grantee party's sole discretion) effective on the date of closing; and
 - (4) Turn over to the Party to receive the property all written data, including but not limited to, operating manuals, warranties, building and improvement plans and specifications (such as may exist, including but not limited to any and all as-built drawings for all improvements, drainage and utility installations).

b. Each Party has the right to waive its conditions precedent under this Agreement.

4. Closing Deliveries; Closing Costs and Expenses; Post-Closing Costs.

a. District's Closing Deliveries. At or prior to the Closing the District shall deliver to the City and/or the Title Company, as applicable, the following documents and items:

- i. A special warranty deed (the "District Deed") conveying the District Property to the City subject only to the Permitted Exceptions (as hereinafter defined) or such other exceptions as expressly agreed to herein;
- ii. A Certificate of Non-Foreign Status of the District, as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that the District is not a foreign transferor and which is in a form and substance reasonably satisfactory to the City;
- iii. Any and all reasonable and customary documentation required by the Title Company (as hereinafter defined) in order for the Title Company to issue the Title Policy (as hereinafter defined), with an endorsement for any title endorsements required by the City and approved by the District and any other documentation necessarily required to complete the transaction contemplated herein;
- iv. An ALTA Statement, Affidavit of Title, all required transfer declarations, and a personal "Gap" undertaking, if required;
- v. Five (5) original closing statements prepared by the District in a manner which reflects the terms and conditions of this Agreement, as applicable, and that is otherwise in a form reasonably acceptable to the City;
- vi. Such proof of the District's authority and authorization to enter into this transaction as may be required by the Title Company, which may include certified copies of any and all legislation passed and certified by the District's Board of Commissioners permitting the District to undertake the transaction contemplated herein;
- vii. Possession (and use, as applicable) of the District Property, free of parties in possession (except as specifically set forth herein or as otherwise mutually agreed to by a written agreement of the Parties), in the same condition as of the Effective Date (excepting normal wear and tear and environmental remediation);

viii. A standard form Bill of Sale, in the form attached hereto as Exhibit C, executed by the District and conveying all personal property located on the District Property to the City in an “as is,” “where is” and “with all faults” condition; and

ix.

b. City’s Closing Deliveries. At or prior to the Closing the City shall deliver to the District and/or the Title Company, as applicable, the following documents and items:

- i. A special warranty deed (the “City Deed”) conveying the City Property to the District subject only to the Permitted Exceptions (as hereinafter defined) or such other exceptions as expressly agreed to herein;
- ii. A Certificate of Non-Foreign Status of the City, as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that the City is not a foreign transferor;
- iii. Any and all reasonable and customary documentation required by the Title Company (as hereinafter defined) in order for the Title Company to issue the Title Policy (as hereinafter defined), with an endorsement for any title endorsements required by the District and approved by the City and any other documentation necessarily required to complete the transaction contemplated herein;
- iv. An ALTA Statement, Affidavit of Title, all required transfer declarations, and a personal “Gap” undertaking, if required;
- v. Five (5) original closing statements prepared by the City in a manner which reflects the terms and conditions of this Agreement, as applicable, and that is otherwise in a form reasonably acceptable to the District;
- vi. Such proof of the City’s authority and authorization to enter into this transaction as may be required by the Title Company, which may include certified copies of any and all legislation passed and certified by the City’s Corporate Authorities permitting the City to undertake the transaction contemplated herein;
- vii. Possession (and use, as applicable) of the City Property, free of parties in possession (except as specifically set forth herein or as otherwise mutually agreed to by a written agreement of the

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

- viii. A standard form Bill of Sale, in the form attached hereto as Exhibit C, executed by the City and conveying all personal property located on the City Property to the District in an "as is," "where is" and "with all faults" condition; and
- ix. Originals of all items necessary for the District to enter, exit, secure and use the City Property including, without limitation, keys, key cards, alarm codes and garage door openers necessary for the District to enter and exit the City Property.

c. Closing Deliveries; Generally. Each document and item to be delivered at the Closing shall be prepared in a form agreeable to the District, the City and, as applicable, the Title Company. All deliveries to be made and all transactions to be consummated at the Closing shall be deemed to have been delivered and made simultaneously with all other transactions. No delivery shall be deemed to be made and no transaction shall be deemed to have been consummated until all deliveries required by the Parties have been made and all transactions have been consummated.

d. Allocation of Closing Costs and Expenses. The Parties shall share equally all costs and expenses associated with the Closing Escrow. Each Party shall individually be responsible for the payment of the following costs and expenses for the property it is transferring to the other Party:

- i. Obtaining the Title Commitment, the Title Policy and the Survey (with all such terms defined below);
- ii. The cost to record any instruments to consummate the transaction contemplated hereunder;
- iii. Any costs or expenses imposed by governmental bodies regarding the transfer of real estate, if imposed on this transaction;
- iv. All taxes, service fees and utility expenses incurred by the then current property owner prior to the Closing;
- iv. All legal and other professional fees incurred in consummating this transaction.

e. Post-Closing Real Estate Tax; Acknowledgement. Each Party acknowledges that the property it is transferring to the other Party is exempt from taxes imposed pursuant to the Cook County Real Property Assessment Classification Ordinance.

5. Title Insurance; Survey; Approval of Title and Survey.

a. Title Commitment. Within fifteen (15) calendar days after the Effective Date, the then current owner of the property being exchanged (to wit: the District for the District Property and the City for the City Property) shall deliver to the other Party a commitment for an ALTA 2006 Owner's Title Insurance Policy issued by the Title Company evidencing the ownership in the applicable property in the then current owner of the property (the "Title Commitment"). Each Title Commitment shall be issued to the Parties in an amount agreed to by the Parties in writing, (the "Insurable Amount"). The Title Commitment shall be subject to: (i) the five (5) general exceptions; (ii) general real estate taxes (if applicable); (iii) matters created by, through and under the successor owner of the property in question (to wit: the City for the District Property and the District for the City Property); (iv) covenants, conditions and matters of record on the property; and (v) all the items listed on the Title Commitment, including title exceptions pertaining to liens, taxes or encumbrances of a definite or ascertainable amount that the then current owner of the property shall remove from the Title Commitment on or prior to the Closing through a payment of money or by contesting the encumbrance in question.

b. Title Policy. Prior to the Closing, the Title Company shall prepare a standard form ATLA 2006 Owner's Policy of Title Insurance insuring the good and marketable title to each property in the Insurable Amount (to be determined by the Parties in writing after the execution of this Agreement) and containing a standard form endorsement for "extended coverage" and all other endorsements requested by the Party taking title to the property in question (the "Title Policy"). The Parties agree to direct the Title Company to deliver each Title Policy at the Closing. The Title Policy delivered at the Closing will show the City as the titleholder of the District Property and the District as the titleholder of the City Property.

c. Survey. Within fifteen (15) calendar days after the Effective Date, the then current owner of the property being exchanged shall deliver to the other Party a standard form ALTA survey prepared by a mutually acceptable land surveyor licensed in the State of Illinois (the "Survey"). The Survey shall minimally contain the following: (i) the number of net usable square feet contained in the surveyed property; (ii) all easements, roadways, streets, highways, alleys, wetlands, flood plains, rights of way and other such items of material impact to any future use of the property being surveyed; (iii) all exceptions enumerated on Schedule B of the Title Commitment for the property being surveyed; and (iv) a certification of the Survey to the benefit of the Party taking title to the property being surveyed. The Survey shall also contain any commercially reasonable items requested in writing by the Party taking title to the property in question.

d. Title and Survey Approval. Each Party shall have a period of twenty (20) calendar days following the later receipt of (i) the Title Commitment or (ii) the Survey to review such documents and deliver to the other (and the Title Company) a notice of objections that Party may have to anything contained in, set forth in or disclosed by the title commitment, the survey or both ("Unpermitted Exceptions"). Any item not objected to pursuant to the terms of this Section shall be considered accepted and thereafter deemed a "Permitted Exception." The Party receiving notice of an Unpermitted Exception may, within ten (10) calendar days after receipt of said notice, elect to eliminate or satisfy the Unpermitted Exception(s) to the satisfaction of the other Party. If the recipient of the objection is unable or unwilling to correct any Unpermitted Exception within the ten (10) calendar day period, that Party shall be deemed to have elected not to make such cure, in which event the objecting Party shall have the right, at its election and as its sole and exclusive remedy, prior to the expiration an additional ten (10) calendar day period, to: (a) waive any and all Unpermitted Exceptions and accept title to the property in question subject to such Unpermitted Exceptions in which event such Unpermitted Exceptions shall be deemed "Permitted Exceptions" or (b) terminate this Agreement. In the event that the objecting Party has not waived the Unpermitted Exceptions prior to the expiration of the objection and cure period set forth above, the objecting Party shall be deemed to have elected to terminate this Agreement. In the event that the objecting Party elects or is deemed to have terminated this Agreement, then this Agreement shall be null and void, and neither Party hereto shall have any further obligations or liability under this Agreement, except as specifically set forth herein.

6. Inspection Period; Termination; Indemnification; Insurance. For a period of thirty (30) calendar days after the Effective Date (the "Inspection Period"), each Party and its agents and representatives shall be entitled to conduct an inspection as to the property that it intends to acquire hereunder. The inspecting Party shall be permitted to take all steps necessary to determine if the property it intends to acquire is satisfactory for its intended use of the property being inspected. If either Party determines the property it intends to acquire is unsatisfactory to it, in its sole and absolute discretion and for any reason or no reason at all, the inspecting Party shall have the right to unilaterally terminate this Agreement by dispatching written notice to the other Party of its intention to terminate this Agreement. The inspecting Party's notice to terminate shall be given on or prior to the last day of the Inspection Period or be deemed unequivocally waived. Either Party has the right to waive its termination rights under this Section of this Agreement. Neither Party, nor any of its agents or representatives, shall materially damage the property being inspected. The inspecting Party shall defend, protect, indemnify and hold harmless the then current owner of the property being inspected from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission occurring during the inspection of the property or any violation of this Agreement. The indemnification obligations set forth in this Section of this Agreement shall survive the Closing and any termination of this Agreement. To the extent that the inspecting Party intends to enter, or have its agents or representatives enter, the property being inspected, the inspecting Party agrees to deliver evidence of liability insurance reasonably acceptable to then current owner of the property.

7. **Representations and Warranties.** Each Party represents and warrants to the other as follows:

- a. It has the power and authority to carry out its obligations under this Agreement, and that all requisite governmental action necessary to authorize it to enter into this Agreement and to carry out its obligations under this Agreement has been, or on or before the Closing will have been taken;
- b. It is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder;
- c. It is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any of those persons or entities;
- d. There are no recorded or unrecorded contracts, leases and/or options pertaining to or affecting the property it intends to transfer, or any part thereof, or encumbrances that would limit, prohibit or in any way govern the City's Intended Use of the property it will receive under the terms of this Agreement other than the Permitted Exceptions and other than this Agreement;
- e. It used the property being conveyed in the normal course of its business and maintained it in the same condition as of the Effective Date (excepting any alterations to the property that occurred due to inspections occurring during the Inspection Period);
- f. It has no actual knowledge of the presence of any "Hazardous Substance" as defined in Exhibit D on the property it intends to transfer;
- g. It has not used a real estate agent or broker in connection with this transaction and has not engaged a property manager regarding its property.
- h. Based on the best of the knowledge of the representing Party, there is no litigation pending or threatened related to the use or activities on the Parcels the representing Party is conveying hereunder.

- i. the representing Party has received no notices from any governmental authority of zoning building fire or health code violations in respect to the Parcels the representing party is conveying hereunder that has not been corrected.
- j. Each Party, commencing on the Effective Date, agrees to: (i) seek no changes to the zoning classification of the parcel it currently owns; (ii) maintain all property and liability insurance historically carried in connection with the parcel it currently owns through the date of closing; (iii) not place any liens or encumbrances against the parcel it currently owns, or subject the parcel it shall convey hereunder to any covenants, conditions, restrictions, easements, or similar matters; (iv) promptly advise the other party of the commencement of any litigation by or against it pertaining to the parcel it currently owns, and (v) neither Party shall make any material alterations to the parcel it currently owns without obtaining the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.

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

9. Default.

a. Any of the following will constitute an act of default hereunder by the Party that is the then current owner of the City Property or the District Property, as applicable:

i. failure of the City to deliver the City Deed or failure of the District to deliver the District Deed or any of the required and material documentation at the Closing;

ii. material misrepresentation or material breach of any representation or warranty (as such representations and warranties may be amended by an amendatory notice); or

iii. failure to perform any of its material obligations hereunder or under this Agreement to the extent any obligations are required to be performed before the Closing.

b. Any one of the following will constitute an event of default by the Party acquiring the City Property or the District Property, as applicable:

- i. failure to make any requirement hereunder or to deliver any of the required documentation at the Closing;
- ii. material misrepresentation or material breach of any representation or warranty (as such representations and warranties may be amended by an amendatory notice); or
- iii. failure to perform any of its material obligations hereunder.

10. Remedies.

- a. In the event that the then current owner of the City Property or the District Property, as applicable, fails to comply with any of its obligations to be performed hereunder, on or prior to the Closing, then the acquiring Party shall have available to it any remedies in law or equity. Except as set forth above, in no event shall the current owner of the City Property or the District Property, as applicable, be liable to the acquiring Party for any third party damages including, without limitation, any loss or damage suffered by the acquiring Party in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the property being acquired.
- b. In the event that the acquiring Party fails to comply with any of the obligations to be performed by it hereunder, on or prior to the Closing, and the then current owner of the City Property or the District Property, as applicable, is not otherwise in breach or default of its obligations or conditions precedent/Closing contingencies hereunder, the Inspection Period has expired or been waived and this Agreement has not been terminated, the then current owner shall have the right to exercise any remedies available to it in law or equity.

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

To the City:

City of Berwyn
 6700 26th Street
 Berwyn, IL 60402
 Attention: _____
 Facsimile: _____

With a copy to:

Berwyn Development Corporation
3322 S. Oak Park Avenue
Berwyn, IL 60402
Attention: Executive Director
Facsimile: 708-788-0966

and

Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attention: James M. Vasselli
Facsimile: 708-222-7001

To the District:

North Berwyn Park District
1619 Wesley Avenue
Berwyn, Illinois 60402
Attention: _____
Facsimile: _____

With a copy to:

Attention: _____
Facsimile: _____

The parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

12. Attorneys' Fees. In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision, representation, warranty, covenant or agreement set forth in this Agreement or to enforce, interpret, protect, determine or establish the meaning of any term, covenant or provision of this Agreement or to establish a Party's rights or obligations hereunder, the most prevailing Party shall be entitled to recover from the other Party as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

13. Miscellaneous:

13.01 Term of Agreement/Recording/Covenants Running With Land. The term of this Agreement shall commence as of the Effective Date after the later of approval by the City or the District and shall terminate once all of the obligations of the Parties hereto have been fully performed, or upon a Default of any material provision hereof by either Party hereto, which is not cured in accordance herewith. .

13.02 Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the Parties and by the adoption of an ordinance or resolution of the City and the District approving said amendment, as provided by law and by the execution of said amendment by the Parties or their successors in interest.

13.03 No Other Agreements. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and, together with the exhibits, represents the full integration of the agreement of the Parties. The Parties acknowledge and agree that some Exhibits will be supplemented and modified and agree to integrate such mutually acceptable modifications and amendments in good faith into this Agreement. The Exhibits attached hereto shall be controlling documents where a conflict arises and are hereby incorporated herein by this reference.

13.04 Consent. Except as otherwise provided in this Agreement, whenever the consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld.

13.05 Conflict of Interest/Limitation of Liability. No member, official or employee of the City or the District shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, employee or agent of the City or the District shall be personally liable to the other or any successor in interest in the event of any Default or breach of this Agreement.

13.06 Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

13.07 Limited Applicability of City's Approval; Police Power. Any approvals made by the City with regard to this transaction are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or the safety of either the District Property or the City Property to be transferred hereunder, except as specifically set forth herein. Nothing herein waives the right of the City to exercise any police power function normally attributed to a municipality. All approvals

hereunder are by the City and subject to the advice and consent of its consultants, contractors, accountants, advisors and attorneys. Consideration of or consent to a request of the District does not mean approval but shall require the City's good faith consideration of the same.

13.08 Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such Party unless specifically so provided herein.

13.09 Disclaimer. Nothing contained in this Agreement, or any act of the City, shall be deemed or construed by any of the Parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

13.10 Governing Law; Limitation of Liability; Limitation of Funds Available. The provisions of this Agreement shall be governed by the laws of the State of Illinois. Nothing in this Agreement shall waive any governmental immunity protections available to the City.

13.11 Paragraph; Headings. The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

13.12 Counterparts/Facsimile and Electronic Transmission. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single agreement. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature

13.13 Successors and Assignees; Assignment. The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assignees of the City and the successors and assigns of the District. Notwithstanding any other provisions of this Agreement, the District shall not be permitted to assign this Agreement (in whole or in part) without the express written consent of the City, which may be granted or withheld in its reasonable discretion.

13.14 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

13.15 Provisions not Merged with Deed. None of the provisions of this Agreement are intended to merge, nor shall they be merged, by reason of any deed transferring title to any portion of any property being transferred hereunder, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

13.16 Reimbursement. Any reimbursement to be made hereunder shall be made no later than thirty (30) days after the reimbursing Party receives a written request for the same from the Party to be reimbursed. The written request shall contain commercially reasonable supporting invoices and other supporting information/documentation.

13.17 Days. All days, except where specifically set forth herein, shall be read as calendar days. In the event that a deadline set forth herein falls on a Saturday, Sunday or an Illinois or nationally recognized holiday, the deadline shall be extended to the following Business Day.

13.18 Time is of the Essence. Purchaser and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

[signature page to follow]

THIS AGREEMENT is made and delivered as of the date first above written.

NORTH BERWYN PARK DISTRICT, a
park district organized under the laws of the
State of Illinois:

By: _____.

Its: _____

ATTEST: _____

By: _____

CITY OF BERWYN, an Illinois municipal
corporation:

By: _____
Hon. Robert J. Lovero, Mayor

ATTEST: _____

By: _____
City Clerk

REVISED

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING THE CONVEYANCE AND EXCHANGE OF
CERTAIN REAL PROPERTY WITH THE NORTH BERWYN PARK DISTRICT
AND THE EXECUTION OF A CERTAIN AGREEMENT**

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on May 11, 2011.

RESOLUTION No. _____

A RESOLUTION AUTHORIZING THE CONVEYANCE AND EXCHANGE OF CERTAIN REAL PROPERTY WITH THE NORTH BERWYN PARK DISTRICT AND THE EXECUTION OF A CERTAIN AGREEMENT

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

WHEREAS, the North Berwyn Park District (the “District”) is the owner of approximately 0.92 acres of real property (with all rights, interests and appurtenances thereto) located in the City (the “District Property”), which is legally described in that certain Real Estate Exchange Agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Mayor and the City Council have determined that it is necessary or convenient for the City to use, occupy or improve the District Property for the public purpose of promoting redevelopment and revitalization of properties located within the City; and

WHEREAS, the City's use, occupancy or improvement of the District Property will promote the health, safety and welfare of the City and its residents by, among other things, encouraging development, enhancing the local tax base and increasing employment opportunities; and

WHEREAS, the City is the owner of certain real property located in the City (the “City Property”), which is legally described in the Agreement; and

WHEREAS, the Board of Park Commissioners of the District has determined that it is necessary or convenient for the District to use, occupy or improve the City Property for a public purpose; and

WHEREAS, the Mayor and the City Council desire to convey the City Property to the District, in exchange for which the District will convey the District Property to the City (collectively, the “Exchange”); and

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605/0.01, *et seq.*) (the “Act”) establishes a procedure through which a municipality may convey real property to another municipality, on such terms as may be agreed upon by the corporate authorities of both municipalities; and

WHEREAS, in accordance with the Act, both the City and the District have adopted, or will adopt, an ordinance requesting and consenting to the Exchange; and

WHEREAS, the Mayor and the City Council have determined that it is necessary, advisable and in the best interests of the City and its residents to authorize and consent to the Exchange and to enter into the Agreement; and

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

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

Section 2. The City Council hereby finds and determines that it is necessary, advisable and in the best interests of the City to enter into the Agreement and authorize and consent to the Exchange.

Section 3. The City’s officers, officials, staff, consultants and legal counsel are hereby authorized and directed to negotiate the terms of the transaction contemplated herein and the City’s

officials, employees and agents are hereby authorized to undertake any and all actions on the part of the City to effectuate the transaction contemplated by this Resolution.

Section 4. The Mayor is hereby authorized to execute the Agreement and all documents required to complete the City's acquisition of the District Property, the City's conveyance of the City Property and to carry out the objectives set forth in this Resolution. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 5. All prior actions of the City's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 6. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 7. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 10th day of May 2011, pursuant to a roll call vote, as follows:

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

APPROVED this 10th day of May 2011.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

EXHIBIT A
Agreement

REVISED

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE REQUESTING THE CONVEYANCE OF CERTAIN PROPERTY
FROM THE NORTH BERWYN PARK DISTRICT**

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on May 11, 2011.

O R D I N A N C E No. _____

**AN ORDINANCE REQUESTING THE CONVEYANCE OF CERTAIN PROPERTY
FROM THE NORTH BERWYN PARK DISTRICT**

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

WHEREAS, the North Berwyn Park District (the “District”) is the owner of approximately 0.92 acres of real property (with all rights, interests and appurtenances thereto) located in the City, which property is legally described in Exhibit A, attached hereto and incorporated herein, (the “District Property”); and

WHEREAS, the Mayor and the City Council have determined that it is necessary or convenient for the City to use, occupy or improve the District Property for the public purpose of promoting redevelopment and revitalization of properties located within the City; and

WHEREAS, the City’s use, occupancy or improvement of the District Property will promote the health, safety and welfare of the City and its inhabitants by, among other things, encouraging development, enhancing the local tax base and increasing employment opportunities; and

WHEREAS, the Mayor and City Council desire that the District convey the District Property to the City, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, for the City’s use, occupancy or improvement for the public purpose set forth herein; and

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

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

Section 2. The City Council hereby finds and determines that it is necessary or convenient for the City to use, occupy or improve the District Property for the public purpose of promoting redevelopment and revitalization of properties located within the City and the City hereby requests and consents to the conveyance of the District Property to the City on such terms and conditions as are mutually agreed upon by the Board of Park Commissioners of the District and the Mayor and City Council of the City.

Section 3. The City's officers, officials, staff, consultants and legal counsel are hereby authorized to negotiate the terms of the conveyance requested herein and the City's officials, employees and agents are hereby authorized to undertake any and all actions on the part of the City to effectuate the transaction contemplated by this Ordinance.

Section 4. The Mayor is hereby authorized to execute any and all documents required to complete the City's acquisition of the District Property and to carry out the objectives set forth in this Ordinance. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 5. All prior actions of the City's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

Section 6. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or

regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 7. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 10th

day of May 2011, pursuant to a roll call vote, as follows:

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

APPROVED this 10th day of May 2011.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A
Legal Description of District Property



Handwritten initials in green ink, possibly "EJ" or "EJ-2", located at the top right of the page.

May 6, 2011

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

Re: Cermak (Theater) TIF District, Phase II Infrastructure Improvements

Dear Mayor and City Council,

With the Cermak (Theater) TIF district expiring, the City completed phase I infrastructure improvements in 2010 that related to safety and infrastructure stability. It was discussed, and anticipated, that additional improvements (phase II) would be tackled in 2011 dependent on final costs of phase I improvements, tax increment revenue, and land sale revenue.

City departments to include the Police Department, Traffic Engineer, Public Works, City Engineer, and Administration evaluated remaining needs which culminates in the following staff recommendation:

Authorize the design, bid and construction of the following priorities dependent on respective fund balance within the Cermak (Theater) TIF district:

- 1) Replacement of Cermak Road street light infrastructure not to exceed \$1.3M
- 2) Upgrade of Berwyn Gardens not to exceed \$400k
- 3) General landscape / aesthetic improvements to the commercial corridor not to exceed \$250k

The attached City Engineer estimates outline the expected costs associated with priorities number 1 and 2. A cash flow analysis of the district shows the ability to accomplish the first priority. If all expected revenue activity occurs in the corridor (revenue forecast is realized, sale of the northeast corner, and sale of Superblock) then priority number 2 can also be accomplished. Dependent on revenue and expenditures, priority 3 may have the ability to be implemented.

The recommended priorities were analyzed against all needs within the corridor and matched up with the original redevelopment plan for the TIF district. The Cermak Road street lighting infrastructure is nearing the end of its life as it was installed in the 1970's. The City Engineer and Public Works recommend its replacement along with stabilization to the pedestrian lighting. The Berwyn Gardens improvement is in coordination with the redevelopment of Harlem & Cermak and the needed / associated land swap between the City of Berwyn and NBPD. Upgrading the remaining Berwyn Gardens provides significantly enhanced



quality to the remaining greenspace which in turn provides value to the commercial corridor and quality of life for Berwyn residents.

The above recommendation is respectfully submitted for your consideration,

A handwritten signature in black ink, appearing to read "Anthony W. Griffin", is written over the printed name.

Anthony W. Griffin

PHASE II INFRASTRUCTURE IMPROVEMENTS - PRELIMINARY ESTIMATE OF COST

Date: 5/5/2011

Page 1 Of 1

PROJECT NO : 09364

OWNER: City of Berwyn
 PROJECT DESCRIPTION: Cermak Road TIF Street Light & Garden Park Improvements

Priority No	Description	Unit	Quantity	Unit Price	Amount
1	Street Lighting Improvements:				
	Lighting Controller To Be Removed and Replaced	EACH	3	10,000.00	\$30,000.00
	New Roadway Street Lighting (Double)	EACH	41	7,750.00	\$317,750.00
	New Roadway Street Lighting (Single)	EACH	36	6,050.00	\$217,800.00
	New Pedestrian Street Lighting	EACH	125	4,400.00	\$550,000.00
	Signage	L.S.	1	59,450.00	\$59,450.00
	Sub-Total				\$1,175,000.00
	Miscellaneous				
	Engineering	L.S.	1	125,000.00	125,000.00
	Total				\$1,300,000.00
2	Berwyn Gardens Park:				
	Construction	L.S.	1	346,000.00	346,000.00
	Bonding, Insurance and General Conditions	L.S.	1	17,500.00	17,500.00
	Sub-Total				\$363,500.00
	Miscellaneous				
	Engineering	L.S.	1	26,000.00	26,000.00
	Owner's Miscellaneous Expenses	L.S.	1	3,500.00	3,500.00
	Contingency	L.S.	1	7,000.00	7,000.00
	Total				\$400,000.00
	Total				\$1,700,000.00



A Century of Progress with Pride

June 25, 2010

Re: Vacin Fairway Traffic

Traffic was counted at 3 different locations in the Vacin Fairway, at Euclid Avenue, Elmwood Avenue and Harvey Avenue. The results of those counts are summarized below:

Traffic Volumes

Location	ADT (Average Daily Traffic)	Percent westbound	Percent eastbound	AM Peak Hour	PM Peak Hour
Euclid Avenue	780 vehicles per 24 hours	49%	51%	11:45a – 12:45p 60 vehicles	2:30p – 3:30p 100 vehicles
Elmwood Avenue	1320 vehicles per 24 hours	53%	47%	10:45a -11:45a 99 vehicles	4:00p – 5:00p 159 vehicles
Harvey Avenue	1960 vehicles per 24 hours	40%	60%	11:45a – 12:45p 122 vehicles	4:30p – 5:30p 197 vehicles

Traffic Classifications

Location	Percent Passenger Vehicle	Percent Pick-up Truck	Percent Commercial Vehicle
Euclid Avenue	90%	7%	3%
Elmwood Avenue	88%	5%	7%
Harvey Avenue	88%	11%	0.5%

Speed Statistics

Location	85% speed	Percent 10mph+ over posted	Posted Speed Limit
Euclid Avenue	20.1 mph	1.5%	15 mph
Elmwood Avenue	21 mph	2.9%	15 mph
Harvey Avenue	17.4 mph	0.2%	15 mph

To understand the traffic volumes in each area the parking in respects to turn-over, demand and availability needs to be investigated.

Currently each block contains 56 spaces in the Vacin Fairway at 3 hour intervals from 9am to 9pm and 15 spaces along the north side of Cermak Road at 2 hour intervals from 9am to 9pm. It should be assumed that the Vacin Fairway is used for traffic circulation for the parking spaces on Cermak and the adjacent blocks due to the one-way streets configuration in this area. The following does not assume employee parking or additional weekend or evening turn-over.

56 Vacin spaces used every 3 hours during a 12 hour period = 224 vehicle trips
 15 Cermak spaces used every 2 hours during a 12 hour period = 90 vehicle trips
 Totalling 314 vehicle trips per block for 12 hours

A Cermak Road parking and traffic studying was performed in 2007. Of the visitors surveyed that visited the area 80% had indicated that they parked less than an hour in the Vacin Fairway and 52% indicated that they had parked for under 30 minutes on Cermak Road. If the above numbers are revised to reflect the data collected in the survey:

45 Vacin spaces for 1 hour and 11 spaces for 3 hours = 540 + 44 = 584 vehicle trips in 12 hours
 8 Cermak spaces for 0.5 hour and 7 for 2 hours = 192 + 42 = 234 vehicle trips
 Totalling 818 vehicle trips per block for 12 hours

The study had indicated that based on the land usage in certain areas, the parking generated was in excess of what was available. Near the Elmwood to Ridgeland section there was a surrounding parking deficit of 41 spaces on the north side and 63 spaces on the south side. Near the Harvey to Lombard section there was a surrounding parking deficit of 7 spaces on the north side and 113 spaces on the south side. This would create additional trips in which motorists may be driving around looking for parking.

The increase of ADT from the west to the east correlates with the land usage and number of properties per block face. The peak hours show that most visits are made during the day. Cermak Road experiences higher traffic volumes on the east end of the corridor in comparison to the west.

The accident analysis did not indicate anything unusual. For the entire corridor, 22 accidents occurred in 2008 and 14 accidents occurred in 2009. 72.1% of all accidents involved parked vehicles.

The Vacin Fairway provides for traffic circulation in the Cermak Road corridor, due to the parking configuration in the fairway and on Cermak Road, heavy traffic volumes on Cermak Road and the one-way streets system in this area. Although it may appear that some traffic is using the Vacin Fairway as a through way, that percentage is small. Deterring any "cut through" or circulating traffic from the Vacin Fairway would mostly likely cause this traffic to use the residential side streets instead of the heavily traveled Cermak Road. Many of the side streets in this area experience in excess of 1400-1500 vehicles per day. The farther that traffic is detoured from its normal route, the more that speeds are increased to make up for lost time. Many of the residential streets may experience higher speeds and larger volumes if changes were made to the Vacin Fairway.

Sincerely,



Nicole Campbell, Traffic Engineer



Handwritten initials in blue ink, possibly "EJ" or "EJ3", located in the upper right corner of the page.

May 10, 2011

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

Re: TIF application – Padgett Business Services, 6828 Windsor Ave.

Dear Mayor and City Council,

Applicants are requesting TIF funds for façade improvements at their leased commercial space. The TIF scope of work includes awning and signage. The applicants submitted a Tier I TIF application. To this extent, the applicant is requesting TIF funds for redevelopment work at this location in order to fill in the needed gap. Total project costs are expected to be \$2,500 plus city permits.

The application meets the procedural requirements of the Berwyn TIF application which was reviewed by Berwyn Development Corporation (BDC) staff and then processed for consideration. The proposed unit is part of a larger parcel whose property tax is estimated at \$96,000. The single unit's property tax is estimated at \$2,250.

The BDC's Board of Directors and the Ogden/Depot TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Padgett Business Services' TIF eligible project costs.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$2,000 plus city permits. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining proper City permits.

With the consent of City Council, Padgett Business Services can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for you consideration,

A handwritten signature in blue ink, appearing to be "Anthony W. Griffin".
Anthony W. Griffin



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



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

GH
The City of Berwyn



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2680 Fax: (708) 788-2675
www.berwyn-il.gov

Date: May 6, 2011

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of 1-25-11, 2-8-11, 2-22-11, 3-8-11, 3-16-11,
4-12-2011

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of
January 25, 2011, February 8, 2011, February 22, 2011, March 8, 2011, March 16, 2011 and
April 12, 2011 as reviewed in Closed Session on April 26, 2011.

Sincerely,

Thomas J. Pavlik, CMC



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



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

Robert J. Lovero
Mayor



Berwyn Historic
Preservation Commission

A Century of Progress with Pride

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

VIA EMAIL

April 29, 2011

Mayor Robert J. Lovero
Members of the Berwyn City Council
Thomas J. Pavlik, City Clerk City of Berwyn
6700 26th Street
Berwyn, IL 60402

Re: Pending nomination of Marik Funeral Home as a Local Landmark

Dear Mayor, Aldermen, and City Clerk:

On February 20, 2009, the Berwyn Historic Preservation Commission presented a recommendation to City Council that the Marik & Sons Funeral Home building at 6507 W. Cermak Road be designated a Berwyn Historic Landmark under the provisions of our Historic Preservation Ordinance.

Because the City Council has recently enacted amendments to the Berwyn Historic Preservation Ordinance, the Commission hereby withdraws the above recommendation and will re-evaluate the nomination under the new ordinance provisions.

Respectfully submitted,

The Berwyn Historic
Preservation Commission

Lori Thielen, Chair
Rebecca Houze, Secretary
Jamie Franklin
Nasri Mansour
Robert Sellars
Douglas Walega
Jeromie Winsor
Commissioners

The City of Berwyn



Robert J. Lovero
Mayor

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6700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

Nora Laureto
8th Ward Alderman

Date: April 25, 2011

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

Ladies and Gentlemen:

A meeting of the Building /Zoning/Planning Commission Hearing was held
On April 25, 2011 at 5:30 p.m.

Those in attendance were Alderman Laureto (Chair), (Members) Aldermen Chapman and Santoy.

The matter discussed was referral item# 7 dated March 22, 2011 in regards to:
Signage/Roosevelt Road: also please remove referral item 19 dated September 14, 2010 from BZP binder as previously requested and completed.

It is the recommendation of the committee that any new signage along the Roosevelt Road corridor be referred to the Roosevelt Road Business Association for review prior to permit application to the Building Dept. Current signage along Roosevelt to be checked by Building Dept. for proper permit.

Voting Aye: Laureto, Chapman, Santoy

Voting Nay: 0

Adjourned: 6:02 p.m.

Nora Laureto-Chairman
Cesar Santoy-Member
Nona Chapman-Member

The City of Berwyn



**Robert J. Lovero
Mayor**

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www.berwyn-il.gov

I-3

Margaret Paul
3rd Ward Alderman

Date: May 5, 2011, 2011

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

Ladies and Gentlemen:

A meeting of the Parking & Traffic Committee was held
On May 5, 2011 at 5:00 p.m.

Those in attendance were (Chair) Margaret Paul (Members) Aldermen Nora Laureto, Aldermen Polashek was absent and excused, Also attending Traffic Engineer Nicole Campbell, Public Works Director Robert Schiller, City Attorney Anthony Bertuca, Commander Claudio Paolucci and Margo Raimondi.

An agenda item regarding the revision of ordinance 484.05 and 484.055 pertaining to handicap parking.

It is the recommendation of the committee that the revisions to the ordinance be referred from the committee to the Legal Department for comment and review.

Voting Aye: Paul and Laureto

Voting Nay: _____

Adjourned: 5:55 p.m.

Nora Laureto-Chairman
Cesar Santoy-Member
Nona Chapman-Member



J. Staff Reports



JL

A Century of Progress with Pride

Date: May 10, 2011
To: Mayor and City Council
From: Brian Pabst, City Administrator and Ed Kalina, PE
Re: Recommendation to hire an architect for the library elevator design only.

We have received two quality proposals from excellent architectural firms with extensive elevator design experience to develop the contract documents for the full-modification of the two elevators at the Library. The two firms that submitted proposals are: Architecture Plus, Inc. of Glendale Heights, and Inter-plan, LLC of Oakbrook Terrace. The primary task is for the chosen architectural firm to provide a comprehensive set of construction documents to the owner and subsequent contractor. This set of documents is prepared for inclusion in a request for proposal (RFP) for competitive bidding related to the construction process. In addition, the chosen architectural firm will: evaluate and verify critical dimensions, evaluate electrical and mechanical systems related to the elevators, record existing conditions via photographs, facilitate the project kick-off meeting, prepare bid documents including architectural, mechanical, plumbing, electrical and elevator documents, submit documents to the Building Department for permit(s), review bids and provide contractor recommendations, provide the Building Department staff with review comments, and handle final permit document processing and permit.

Upon thorough review of both proposals, I recommend that the City of Berwyn retain the services of Interplan LLC. Our recommendation is based on the following:

1. The Interplan proposal closely followed the instruction in the RFP.
2. The Interplan project team is deeper and stronger than the competitor. Additionally, the Interplan team includes an elevator consultant.
3. The proposed schedule is very detailed and shows project completion in January 2012.
4. The project fee for the design portion for Interplan is \$20,800. Although this cost provides for 44 sets of bid documents to include review sets for the Building Dept, bidding, revisions, project team, and 10 final sets, it does not provide for unanticipated additional sets of plans, potential environmental costs or any City Building Dept fees. The competitor's (API) bid for the design portion is \$23,850 plus expenses (printing of plans, permits, potential environmental, field coordination, more than 4 sets of plans, etc).
5. The references for Interplan were checked and are considered excellent.

As discussed at a prior council meeting, once the design and related documents (bid documents including architectural, mechanical, plumbing, electrical and elevator) are completed, we will open up for bid the actual construction project. In addition, this is a DCEO grant of \$160,000. At this time, we do not anticipate being over budget; however, the construction estimates have not yet been identified. In addition, with any large project, there is a possibility of incurring unforeseen costs e.g. those associated with underground conditions (obstructions, soil conditions, etc).

The scope of the elevator contractor will encompass all of the direct elevator construction work. Our team recommends that we hire a separate general contractor that will be responsible for the electrical, smoke sensors and panel, sump pump and any other non direct elevator tasks. These responsibilities are considered atypical for elevator contractors and therefore, they are not performed by most elevator installation companies; however, they are handled by a general contractor. This would necessitate council approval for staff to prepare and disseminate two separate requests for proposals as listed below – see #2A and 2B.

- 1. Recommendation: Approval to hire Interplan for the library elevator design in the amount of \$20,800.**

The sealed bids for the below elevator and general contractors will be opened at a future council meeting. Staff will then return to the council at a later date to open the bids and review same with the elevator team. After review, staff will then return to the council for approval of said contracts.

- 2. On separate Council Agenda cover sheet:**

Recommendation: Approval of staff to prepare and disseminate (notice) two separate requests for proposals for:

- A. Elevator Contractor
- B. General Contractor

Interplan representatives, our Project Manager and I will be at the council meeting to answer any questions you may have.

If you have questions, please contact either Ed Kalina or me.



Brian Pabst
City Administrator

The City of Berwyn



Brian L. Pabst
City Administrator

52

A Century of Progress with Pride

Date: May 10, 2011

To: Mayor and City Council

From: Brian Pabst, City Administrator and Ed Kalina, PE

Re: Approval for staff to develop and disseminate RFP's via our sealed bid process for both an elevator and general contractor.

The sealed bids for the below elevator and general contractors will be opened at a future council meeting. Staff will then return to the council at a later date to open the bids and review same with the elevator team. After review, staff will return to the council for approval of said contracts. Additional information can be located on a separate Council Agenda cover sheet.

Recommendation: Approval of staff to prepare and disseminate (notice) two separate requests for proposals for:

A. Elevator Contractor

B. General Contractor

Brian Pabst
City Administrator



J-3

A Century of Progress with Pride

May 10, 2011

To: Mayor and City Council
Re: Berwyn Insurance Renewal for Property, Auto Physical Damage and Fire Fiduciary.

As discussed at the April 12, 2011 council meeting, the Fire Department fiduciary application would be forthcoming. Since the City's property insurance expires June 1, 2011, we have also asked our broker to obtain quotes for this coverage. In addition, the broker advised that in order to obtain a better rate, we could bid both the property insurance and auto physical damage (collision coverage that is set to expire August 22, 2011) to see if we could obtain better rates by insuring both through one company.

Property Insurance and Auto Physical Damage (APD): We received quotes from 5 different insurance carriers for the property coverage. After reviewing all the various options, we would recommend choosing *One Beacon*, a company that specializes exclusively in municipal coverage and has an A+ rating. In addition to the significant cost savings, we also were able to obtain some coverage enhancements. For example, all ambulances and fire trucks will now be covered on an "agreed amount" versus "actual cash value" basis. This will be a benefit because the actual cash value is the value minus depreciation; whereas, an agreed amount is simply the amount agreed upon with no depreciation therefore, this amount better reflects actual replacement cost.

Fiduciary Liability Insurance (Berwyn Firefighters Pension Fund): This is the same coverage that we just purchased for the Police Pension Fund. It provides coverage for all trustees of the Berwyn Firefighters Pension Fund in their role as fiduciaries on the pension fund. Our broker contacted the following primary carriers for quotes: Ullico, RLI, and Traveler's. Traveler's declined to quote and Ullico had the best pricing with a total cost of \$3,849. In addition to the favorable pricing, Ullico also provides for the choice of legal counsel and for a \$0 deductible, which is not common on fiduciary policies. Insurance broker Peter LaMonica will be available to answer questions.

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

Berwyn Insurance Renewal - May 10, 2011

2010			2011		
Coverage		Cost	Coverage		Cost
Property Insurance	Hartford	\$161,429	Property & Auto	One Beacon	\$140,159
Auto Physical Damage	Cincinnati	\$22,745	Fiduciary Liability (Fire)	Ullico	\$3,849
Total		\$184,174	Total		\$144,008
			Savings:		\$40,166

Recommendation #1: To approve the policy for auto physical damage and property with One Beacon in the amount of \$140,149.

Recommendation #2: To approve the policy for fiduciary liability insurance with Ullico for the Fire Department Pension Trustees in the amount of \$3,849.

Brian Pabst

Brian Pabst, City Administrator

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-4

A Century of Progress with Pride

May 5, 2011

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

Re: 07WC17716

Dear Mr. Pavlik:

Please put an item on the May 10, 2011 agenda, authorizing the settlement of the above referenced matter for the total of \$46,497.75, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-5

A Century of Progress with Pride

May 5, 2011

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

Re: 09CV3184

Dear Mr. Pavlik:

Please put an item on the May 10, 2011 agenda, authorizing the settlement of the above referenced matter for the total of \$45,000.00, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney



5-4

A Century of Progress with Pride

Date: May 6, 2011

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

Re: Recommendation to approve change order #1 for the Cermak Road T.I.F. Vacin
Fairway Improvements.

Central Blacktop Company, Inc. was selected in 2010 to complete the above mentioned project. They have completed all of the work originally associated with this project and the project is 100% complete. During the construction, there were several unforeseen items such as the city owned combined sewer collapsed in two location necessitating immediate emergency repairs. In addition, to better define and more permanently identify the parking for handicapped persons, preformed thermoplastic handicap symbols replaced painted symbols for the project. These items along with the adjustment for constructed quantities compared to the original estimate of quantities. These variations from the original estimated quantities were identified by the efforts of our resident engineer who provided construction observation and inspection. The above items caused a net increase to this project of \$43,397.05. Frank Novotny & Associates, Inc. has provided the attached information regarding this change order and has initiated this change order request.

Recommended Actions:

Staff concurs with the recommendation of Frank Novotny & Associates, Inc. and recommends the City Council approve Change Order #1 in the amount of \$43,397.05 for services provided outside the original contract.

Respectfully,

Robert Schiller
Director of Public Works



Frank Novotny & Associates, Inc.

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

Civil Engineers/
Municipal Consultants

May 3, 2011

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

Re: **Cermak Road T.I.F. Vacin Fairway Parking Improvements
Change Order No. 1**

Dear Bob:

As you know, the Contract for the above-referenced project was awarded on July 13, 2010, in the amount of \$614,738.00. Since that time, it was discovered that additional work that was not included in the original scope of work would be required in order to complete the construction as intended in the Project Design. The result is an increase in the project cost of \$43,397.05. The additional work is summarized as follows:

• Combined Sewer Repair at Cermak & Gunderson	\$24,478.12
• Combined Sewer Repair at Cermak & Home.....	9,221.96
• Preformed Plastic Pavement Marking- 4'x4' Handicap Symbols.....	9,225.00
• Adjustment for as Constructed Quantities Compared to Plan Quantities	471.97
	<u>\$43,397.05</u>

Enclosed please find two (2) copies of Change Order No. 1, which indicates a net addition of \$43,397.05 to the Contract. At this time, we are requesting Council's approval to add this work by Change Order to the above-referenced Contract. If you concur, please arrange for this to be an agenda item at the May 10th Council Meeting. Once approved, please have the Mayor sign both copies and return one (1) copy to our office, for our records.

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

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure

cc: Mr. Anthony Griffin, Executive Director, BDC, w/Enc.
File No. 10216

Date: May 3, 2011

County Cook

Request No. 1 Final

Road District or Municipality City of Berwyn

Contractor: Central Blacktop Co., Inc.
Address: P.O. Box 2080
LaGrange, IL. 60525

Section N/A

Project No.: 10216

I recommend that an addition be made to the above contract.

Between Station N/A and Station N/A a net length of _____
(Do not fill in unless a change in length is involved.)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Item No	Description	Awarded			As Constructed					
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Additions	Deductions
1	Hot-Mix Asphalt Surface Removal, 3"	S.Y.	24700	\$ 89,160.00		581	24018	\$2.80		\$1,906.80
2	Class D Patches, Type II, 2"	S.Y.	500	8,500.00		276	224	\$17.00		\$4,692.00
3	Class D Patches, Type III, 2"	S.Y.	300	4,500.00		45	255	\$15.00		\$875.00
4	Class D Patches, Type IV, 2"	S.Y.	100	1,400.00	143		243	\$14.00	\$2,002.00	
5	Class D Patches, Type II, 8"	S.Y.	250	12,500.00		250		\$50.00		\$12,500.00
6	Class D Patches, Type III, 8"	S.Y.	150	8,750.00		150		\$45.00		\$6,750.00
7	Class D Patches, Type IV, 8"	S.Y.	100	4,000.00		100		\$40.00		\$4,000.00
8	Pavement Removal	S.Y.	300	3,600.00	148		448	\$12.00	\$1,752.00	
9	P.C. Concrete Pavement, 8"	S.Y.	300	17,400.00	148		448	\$58.00	\$8,468.00	
10	Pavement Replacement-Surface Course, 3"	S.Y.	100	3,500.00		58	42	\$35.00		\$2,030.00
11	Area Reflective Crack Control Treatment, System A	S.Y.	24700	35,815.00		2143	22557	\$1.45		\$3,107.35
12	Storm Sewer to be Cleaned	FOOT	3400	8,840.00		400	3000	\$2.80		\$1,040.00
13	Combination Curb & Gutter Removal	FOOT	200	1,300.00	21		221	\$6.50	\$138.50	
14	Combination Concrete Curb & Gutter, Type B-6.12	FOOT	200	4,000.00	21		221	\$20.00	\$420.00	
15	Telescoping Steel Sign Support	FOOT	2800	25,480.00		682	1918	\$9.80		\$6,883.80
16	Thermoplastic Pavement Marking-Line 4"	FOOT	23600	12,980.00		23600		\$0.55		\$12,980.00
17	Thermoplastic Pavement Marking-Line 24"	FOOT	340	1,139.00		29	311	\$3.35		\$97.15
18	Thermoplastic Pavement Marking-Letters & Symbols	S.F.	240	744.00		240		\$3.10		\$744.00
19	Sidewalk Removal	S.F.	1500	2,325.00	1015		2515	\$1.55	\$1,573.25	
20	P.C. Concrete Sidewalk, 5"	S.F.	1500	7,500.00	1015		2515	\$5.00	\$5,075.00	
21	Detectable Warnings	S.F.	200	7,400.00	232		432	\$37.00	\$8,584.00	
22	Raised Concrete Median Removal	S.F.	2000	6,200.00	535		2535	\$3.10	\$1,658.50	
23	Raised Concrete Median	S.F.	2000	14,000.00	535		2535	\$7.00	\$3,745.00	
24	Concrete Pavers to be Removed and Replaced	S.F.	200	3,200.00	800		600	\$16.00	\$9,600.00	
25	Concrete Pavers to be Power Washed, Sanded & Sealed	S.F.	18000	18,000.00	1031		19031	\$1.00	\$1,031.00	
26	Sign Panel (Special)	S.F.	300	8,600.00		300		\$22.00		\$6,600.00
27	Sign Panel, Type 1	S.F.	650	12,675.00		650		\$19.50		\$12,675.00
28	Coarse Aggregate, Grade CA-6	TON	100	2,000.00			100	\$20.00		
29	Leveling Binder (Machine Method), 1"	TON	1450	95,700.00		32	1418	\$66.00		\$2,112.00
30	Hot-Mix Asphalt Surface Course, Mix "C", N50 (IL 9.5mm), 2"	TON	2900	182,700.00		212	2888	\$63.00		\$13,356.00
31	Aggregate (Prime Coat)	TON	50	50.00		50		\$1.00		\$50.00
32	Bituminous Materials (Prime Coat)	TON	2	1,600.00	8		8	\$800.00	\$4,800.00	
33	Frames and Lids, Type 1, Open Lid	EACH	10	3,000.00		7	3	\$300.00		\$2,100.00
34	Frames and Lids, Type 1, Closed Lid	EACH	2	600.00		2		\$300.00		\$600.00
35	Manholes to be Adjusted	EACH	3	930.00	1		4	\$310.00	\$310.00	
36	Catch Basins to be Adjusted	EACH	30	9,300.00		4	26	\$310.00		\$1,240.00
37	Valve Boxes to be Adjusted	EACH	1	310.00		1		\$310.00		\$310.00
38	Wheel Stops to be Removed	EACH	30	900.00		14	16	\$30.00		\$420.00
39	Tie Bars	EACH	80	640.00		80		\$8.00		\$640.00
40	Base for Telescoping Steel Sign Support	EACH	50	3,900.00	124		174	\$78.00	\$8,672.00	
				\$ 601,138.00			Sub-Totals: \$ 58,827.25		\$ 97,308.90	
							Net Change: \$		\$ 38,481.85	

Request for Approval
of Change in Plans
Page 2 of 3

Date: May 3, 2011

County Cook

Request No. 1 Final

Road District or Municipality City of Berwyn

Contractor: Central Blacktop Co., Inc.

Section N/A

Address: P.O. Box 2080

LaGrange, IL. 60525

Project No.: 10216

(see page 1)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Item No	Description	Awarded			As Constructed					
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Additions	Deductions
41	Structural Sleet Sign Support - Breakaway	L.B.	300			300				
42	Traffic Control and Protection	L.S.	1	\$ 11,000.00			1	\$11,000.00		
43	Insurance Provisions - Complete	L.S.	1	\$ 2,800.00			1	\$2,800.00		
APPROVED ADDITIONAL ITEMS										
1	Force Account #1 - Gunderson Ave. Sewer Repair	L.S.			1		1	\$24,478.12	\$24,478.12	
2	Force Account #2 - Home Ave. Sewer Repair	L.S.			1		1	\$9,221.96	\$9,221.96	
3	Thermoplastic Pavement Marking-Line 6"	FOOT			15928		15928	\$0.87	\$13,855.62	
4	Preformed Thermoplastic Pavement Marking-Handicap Symbols (4"x4')	EACH			41		41	\$225.00	\$9,225.00	
5	Sign Panel (Special)	S.F.			288		286	\$27.50	\$7,865.00	
6	Sign Panel, Type 1	S.F.			689		689	\$23.00	\$15,847.00	
7	Sign Removal	EACH			42		42	\$33.00	\$1,386.00	
				\$614,738.00			Totals:		\$140,705.95	\$97,308.90
Total net addition to date \$ 43,397.05 which is 7.06% of Contract price.								Net Change:	\$ 43,397.05	\$ -



15X

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

Richard Swale
Assistant Fire Chief

May 3, 2011

To: Honorable Mayor Robert Lovero

Members of City Council

From: Fire Chief Denis O'Halloran

Re: Replacement of a firefighter/paramedic position due to Retirement of Engineer Paul Barry

Honorable Mayor Robert Lovero & Members of City Council,

I am requesting permission to contact the Fire & Police Commissioners to begin the process of replacing a vacated position of probationary firefighter/paramedic due to a retirement of Engineer Paul Barry. The position is budgeted for and is a replacement position.

Respectfully submitted,

Fire Chief Denis O'Halloran



Denis O'Halloran
Fire Chief

Richard Swale
Assistant Fire Chief

SA

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

MEMO

May 5th, 2011

To: Honorable Mayor Robert Lovero and
Members of the City Council
From: Fire Chief Denis O'Halloran
Berwyn Fire Department
Re: Swearing in of the New Probationary Firefighter's / Paramedics

Dear Mayor and Members of the City Council:

It is with great pride that I give to you the (14) names of the New Probationary FF. / EMS personnel to be sworn into the City of Berwyn Fire Department; to assist and be at the ready for our City and the Residents of Berwyn.

May 10th, 2011

**Frank Bonadonna
Christina Jacobs
Dan Ploskonka
Marc Woltzen
Brandon Keag
Leon Botha
Douglas Zimmer
Brendan O'Brien
Joseph Kurtz
Joseph Petrancosta
Matthew Maty
Adrian Contreras
Dominick Licato
Richard Chaput, Jr.**

Respectfully Submitted,

Fire Chief Denis O' Halloran
Berwyn Fire Department



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

May 6, 2011

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

SUBJECT: Payroll April 27, 2011

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the May 10, 2011 meeting.

Payroll: April 27, 2011 in the amount of \$878,613.24.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

May 6, 2011

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

SUBJECT: Payables May 10, 2011 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the May 10, 2011 meeting.

Total Payables: May 10, 2011 in the amount of \$1,038,777.46.

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: 5/6/2010 - To Payment Date: 5/11/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
12172	05/11/2011	Open			Accounts Payable	1st Source America	\$12,369.84		
12173	05/11/2011	Open			Accounts Payable	5 Alarm Fire & Safety Equipment, Inc.	\$12.00		
12174	05/11/2011	Open			Accounts Payable	A Available Moving Company, Inc.	\$1,406.50		
12175	05/11/2011	Open			Accounts Payable	Abbott Rubber Company, Inc.	\$526.50		
12176	05/11/2011	Open			Accounts Payable	ABC Automotive Electronics	\$3,051.07		
12177	05/11/2011	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$9,418.00		
12178	05/11/2011	Open			Accounts Payable	Able Printing Service	\$1,264.00		
12179	05/11/2011	Open			Accounts Payable	Access To Care	\$6,000.00		
12180	05/11/2011	Open			Accounts Payable	ACM Elevator	\$1,862.40		
12181	05/11/2011	Open			Accounts Payable	AETNA - U.S. Healthcare	\$27,453.01		
12182	05/11/2011	Open			Accounts Payable	Agnes Pajer	\$26.00		
12183	05/11/2011	Open			Accounts Payable	Air One Equipment, Inc.	\$86.94		
12184	05/11/2011	Open			Accounts Payable	Allied Asphalt	\$761.67		
12185	05/11/2011	Open			Accounts Payable	Amazon.com	\$1,279.57		
12186	05/11/2011	Open			Accounts Payable	American Legal Publishing Corporation	\$861.00		
12187	05/11/2011	Open			Accounts Payable	American Library Association	\$511.00		
12188	05/11/2011	Open			Accounts Payable	Andrea M. Garcia	\$300.00		
12189	05/11/2011	Open			Accounts Payable	Anthony J.Laureto	\$1,300.00		
12190	05/11/2011	Open			Accounts Payable	ARCOS Environmental Services, Inc.	\$350.00		
12191	05/11/2011	Open			Accounts Payable	AT & T	\$2,937.85		
12192	05/11/2011	Open			Accounts Payable	AT & T	\$17,774.29		
12193	05/11/2011	Open			Accounts Payable	AT & T	\$320.86		
12194	05/11/2011	Open			Accounts Payable	AudioGo	\$914.02		
12195	05/11/2011	Open			Accounts Payable	AVAYA INC.	\$40.15		
12196	05/11/2011	Open			Accounts Payable	AWESOME Pest Service	\$725.00		
12197	05/11/2011	Open			Accounts Payable	Baker & Taylor, Inc.	\$1,792.60		
12198	05/11/2011	Open			Accounts Payable	Baker & Taylor Entertainment	\$317.94		
12199	05/11/2011	Open			Accounts Payable	BANC OF AMERICA PUB CAPTL CORP	\$5,512.68		
12200	05/11/2011	Open			Accounts Payable	Barbara Ziemba	\$59.72		
12201	05/11/2011	Open			Accounts Payable	BARGE TERMINAL & TRUCKING	\$1,465.17		
12202	05/11/2011	Open			Accounts Payable	BARNES & NOBLE	\$377.90		
12203	05/11/2011	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$3,200.10		
12204	05/11/2011	Open			Accounts Payable	Blue Cross / Blue Shield of Illinois	\$548,151.55		
12205	05/11/2011	Open			Accounts Payable	BRIAN MADDEN	\$540.00		
12206	05/11/2011	Open			Accounts Payable	CASSIDY TIRE	\$218.49		
12207	05/11/2011	Open			Accounts Payable	CDW Government, Inc.	\$316.41		
12208	05/11/2011	Open			Accounts Payable	Ceda of Cook County	\$27,977.00		
12209	05/11/2011	Open			Accounts Payable	Central Blacktop Company, Inc.	\$56,811.52		
12210	05/11/2011	Open			Accounts Payable	Cermak Animal Clinic	\$56.00		

Payment Register

From Payment Date: 5/6/2010 - To Payment Date: 5/11/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12211	05/11/2011	Open			Accounts Payable	Cesar A. Santoy	\$300.00		
12212	05/11/2011	Open			Accounts Payable	Chicago Office Technology Group	\$314.61		
12213	05/11/2011	Open			Accounts Payable	CITADEL	\$180.00		
12214	05/11/2011	Open			Accounts Payable	COLLEGE of DuPAGE	\$1,542.00		
12215	05/11/2011	Open			Accounts Payable	COMCAST CABLE	\$70.75		
12216	05/11/2011	Open			Accounts Payable	ComEd	\$677.23		
12217	05/11/2011	Open			Accounts Payable	COMMUNICATION REVOLVING FUND	\$878.30		
12218	05/11/2011	Open			Accounts Payable	COMPLETE TEMPERATURE SYSTEMS,INC.	\$276.50		
12219	05/11/2011	Open			Accounts Payable	Craig Sjogerman	\$400.00		
12220	05/11/2011	Open			Accounts Payable	CrimeReports	\$600.00		
12221	05/11/2011	Open			Accounts Payable	CYNTHIA MONTAVON	\$311.46		
12222	05/11/2011	Open			Accounts Payable	DAEDALUS BOOKS	\$380.20		
12223	05/11/2011	Open			Accounts Payable	Dell Marketing, LP	\$1,499.91		
12224	05/11/2011	Open			Accounts Payable	Dell Marketing, LP	\$129.69		
12225	05/11/2011	Open			Accounts Payable	DEMCO EDUCATIONAL CORP	\$69.60		
12226	05/11/2011	Open			Accounts Payable	Diamond Graphics, Inc.	\$2,596.00		
12227	05/11/2011	Open			Accounts Payable	Discovery Awnings & Canopies,INC.	\$1,000.00		
12228	05/11/2011	Open			Accounts Payable	Discovery Awnings & Canopies,INC.	\$1,000.00		
12229	05/11/2011	Open			Accounts Payable	DR. J.K. PATEL	\$1,250.00		
12230	05/11/2011	Open			Accounts Payable	DVA.COM	\$27.99		
12231	05/11/2011	Open			Accounts Payable	Emma Caywood	\$122.10		
12232	05/11/2011	Open			Accounts Payable	EMPIRE COOLER SERVICE,INC.	\$92.00		
12233	05/11/2011	Open			Accounts Payable	Federal Express Corporation	\$80.07		
12234	05/11/2011	Open			Accounts Payable	Felco Vending, Inc.	\$42.75		
12235	05/11/2011	Open			Accounts Payable	Film Ideas,Inc.	\$657.00		
12236	05/11/2011	Open			Accounts Payable	Flash Electric Company	\$2,242.44		
12237	05/11/2011	Open			Accounts Payable	Fort Dearborn Life Insurance Company	\$4,859.22		
12238	05/11/2011	Open			Accounts Payable	Frank Novotny & Associates	\$7,611.83		
12239	05/11/2011	Open			Accounts Payable	FREEWAY FORD TRUCK SALES INC	\$1,516.55		
12240	05/11/2011	Open			Accounts Payable	GALE	\$1,230.77		
12241	05/11/2011	Open			Accounts Payable	Gurtner Plumbing, Inc.	\$2,614.00		
12242	05/11/2011	Open			Accounts Payable	H-O-H CHEMICALS,INC.	\$995.00		
12243	05/11/2011	Open			Accounts Payable	HALLORAN & YAUCH,INC.	\$436.26		
12244	05/11/2011	Open			Accounts Payable	HASTINGS AIR-ENERGY CONTROL	\$735.37		
12245	05/11/2011	Open			Accounts Payable	HD SUPPLY WATERWORKS,LTD	\$6,609.44		
12246	05/11/2011	Open			Accounts Payable	Heriberto Dominguez	\$1,475.00		
12247	05/11/2011	Open			Accounts Payable	HIGH PSI LTD.	\$377.00		
12248	05/11/2011	Open			Accounts Payable	HIGHSMITH COMPANY	\$173.44		
12249	05/11/2011	Open			Accounts Payable	HINCKLEY SPRINGS	\$19.58		
12250	05/11/2011	Open			Accounts Payable	Home Depot Credit Services	\$207.66		

Payment Register

From Payment Date: 5/6/2010 - To Payment Date: 5/11/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12251	05/11/2011	Open			Accounts Payable	Horizon Screening	\$7,462.00		
12252	05/11/2011	Open			Accounts Payable	IAFC MEMBERSHIP	\$204.00		
12253	05/11/2011	Open			Accounts Payable	ILEAS	\$150.00		
12254	05/11/2011	Open			Accounts Payable	Illinois Department of Employment Security	\$11,166.00		
12255	05/11/2011	Open			Accounts Payable	Infinity Sign & Graphics	\$275.00		
12256	05/11/2011	Open			Accounts Payable	InfoGroup, Inc.	\$1,554.40		
12257	05/11/2011	Open			Accounts Payable	Ingram Library Services	\$4,486.08		
12258	05/11/2011	Open			Accounts Payable	Inventory Trading Company	\$194.75		
12259	05/11/2011	Open			Accounts Payable	J.G.UNIFORMS,INC.	\$1,195.00		
12260	05/11/2011	Open			Accounts Payable	Jack's Rental, Inc.	\$236.90		
12261	05/11/2011	Open			Accounts Payable	James Frank	\$63.95		
12262	05/11/2011	Open			Accounts Payable	Jennifer Avila	\$12.51		
12263	05/11/2011	Open			Accounts Payable	JNC CONSULTING, INC	\$1,600.00		
12264	05/11/2011	Open			Accounts Payable	John Tarullo	\$2,550.00		
12265	05/11/2011	Open			Accounts Payable	Juanito Serrano	\$1,475.00		
12266	05/11/2011	Open			Accounts Payable	Just Tires	\$600.76		
12267	05/11/2011	Open			Accounts Payable	KATHY SEXTON	\$499.00		
12268	05/11/2011	Open			Accounts Payable	Key Government Finance, Inc.	\$3,521.52		
12269	05/11/2011	Open			Accounts Payable	KIEFT BROS,INC.	\$480.00		
12270	05/11/2011	Open			Accounts Payable	KRIS CONIGLIO	\$20.34		
12271	05/11/2011	Open			Accounts Payable	Kyle Dunham Evans	\$26.00		
12272	05/11/2011	Open			Accounts Payable	L - K Fire Extinguisher Service	\$163.00		
12273	05/11/2011	Open			Accounts Payable	Lanzillotti, Gribben & Marchuk	\$3,367.37		
12274	05/11/2011	Open			Accounts Payable	LEARNING EXPRESS,LLC	\$4,420.00		
12275	05/11/2011	Open			Accounts Payable	LITTLE VILLAGE PRINTING	\$261.60		
12276	05/11/2011	Open			Accounts Payable	Lydia Blankenship	\$25.00		
12277	05/11/2011	Open			Accounts Payable	Mariane Alvarez-Garcia	\$26.00		
12278	05/11/2011	Open			Accounts Payable	MARITZA TORRES	\$1,301.00		
12279	05/11/2011	Open			Accounts Payable	MARTAM CONSTRUCTION,INC.	\$5,000.00		
12280	05/11/2011	Open			Accounts Payable	Martin Hasler	\$1,549.11		
12281	05/11/2011	Open			Accounts Payable	McCANN INDUSTRIES,INC.	\$2,611.79		
12282	05/11/2011	Open			Accounts Payable	McMaster-Carr Supply, Inc.	\$27.25		
12283	05/11/2011	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$5,180.00		
12284	05/11/2011	Open			Accounts Payable	Menards	\$197.63		
12285	05/11/2011	Open			Accounts Payable	Menards	\$529.14		
12286	05/11/2011	Open			Accounts Payable	Mesirow Insurance Servicers,Inc.	\$150.00		
12287	05/11/2011	Open			Accounts Payable	Mesirow Insurance Servicers,Inc.	\$18,365.00		
12288	05/11/2011	Open			Accounts Payable	Metro Count USA, Inc.	\$212.00		
12289	05/11/2011	Open			Accounts Payable	METRO MOTORS	\$1,500.00		
12290	05/11/2011	Open			Accounts Payable	MICRO MARKETING,LLC	\$303.86		
12291	05/11/2011	Open			Accounts Payable	Midwest Tape	\$595.72		
12292	05/11/2011	Open			Accounts Payable	Miguel A. Ramirez	\$1,475.00		

Payment Register

From Payment Date: 5/6/2010 - To Payment Date: 5/11/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12293	05/11/2011	Open			Accounts Payable	Mike & Sons	\$4,564.82		
12294	05/11/2011	Open			Accounts Payable	Mr & Mrs S. Shonders	\$26.00		
12295	05/11/2011	Open			Accounts Payable	MRA	\$19,410.25		
12296	05/11/2011	Open			Accounts Payable	NATIONAL RECREATION AND PARK ASSOCIATION	\$575.00		
12297	05/11/2011	Open			Accounts Payable	Nextel Communications	\$690.12		
12298	05/11/2011	Open			Accounts Payable	Nicor Gas	\$208.00		
12299	05/11/2011	Open			Accounts Payable	North East Multi-Regional Training, Inc.	\$175.00		
12300	05/11/2011	Open			Accounts Payable	O'Keefe Deck Fence & Remodeling	\$5,980.00		
12301	05/11/2011	Open			Accounts Payable	Oak Brook Public Library	\$20.00		
12302	05/11/2011	Open			Accounts Payable	Office Depot	\$454.16		
12303	05/11/2011	Open			Accounts Payable	Office Equipment Sales	\$352.98		
12304	05/11/2011	Open			Accounts Payable	OLDIES.COM	\$520.12		
12305	05/11/2011	Open			Accounts Payable	PACE Vanpool	\$400.00		
12306	05/11/2011	Open			Accounts Payable	PARACLETE PRESS, INC.	\$233.82		
12307	05/11/2011	Open			Accounts Payable	Paradise 4 Paws	\$106.20		
12308	05/11/2011	Open			Accounts Payable	Patrick N. Murray	\$2,012.50		
12309	05/11/2011	Open			Accounts Payable	Personal Home Safety	\$85.00		
12310	05/11/2011	Open			Accounts Payable	PINNER ELECTRIC CO	\$25,385.04		
12311	05/11/2011	Open			Accounts Payable	PROFESSIONAL PEST CONTROL, INC.	\$65.00		
12312	05/11/2011	Open			Accounts Payable	PROQUEST	\$8,661.00		
12313	05/11/2011	Open			Accounts Payable	R.D.V. ELECTRIC INC.	\$480.00		
12314	05/11/2011	Open			Accounts Payable	RAMON ORTIZ	\$805.60		
12315	05/11/2011	Open			Accounts Payable	Ranlan Properties, LLC	\$1,475.00		
12316	05/11/2011	Open			Accounts Payable	Ranlan Properties, LLC	\$1,475.00		
12317	05/11/2011	Open			Accounts Payable	RECORDED BOOKS, LLC	\$348.40		
12318	05/11/2011	Open			Accounts Payable	RESTORE CONSTRUCTION INC./ EMERGENCY SERVICES	\$3,664.00		
12319	05/11/2011	Open			Accounts Payable	RESURRECTION HEALTH CARE	\$93.00		
12320	05/11/2011	Open			Accounts Payable	ROADSAFE-ROMEDEVILLE	\$546.00		
12321	05/11/2011	Open			Accounts Payable	ROBERT DWAN	\$60.47		
12322	05/11/2011	Open			Accounts Payable	Roscoe Company	\$1,037.99		
12323	05/11/2011	Open			Accounts Payable	RUNNION EQUIPMENT COMPANY	\$4,319.28		
12324	05/11/2011	Open			Accounts Payable	Sam's Club	\$243.22		
12325	05/11/2011	Open			Accounts Payable	Sam's Club	\$739.59		
12326	05/11/2011	Open			Accounts Payable	Sam's Club	\$711.78		
12327	05/11/2011	Open			Accounts Payable	SARAH'S INN	\$976.31		
12328	05/11/2011	Open			Accounts Payable	SHOESTRING BUSINESS MARKETING	\$613.50		
12329	05/11/2011	Open			Accounts Payable	STANDARD & POOR'S	\$1,450.00		
12330	05/11/2011	Open			Accounts Payable	Standard Equipment Company	\$8,581.41		
12331	05/11/2011	Open			Accounts Payable	Strictly Sewers	\$4,150.00		
12332	05/11/2011	Open			Accounts Payable	Suburban Laboratories, Inc.	\$175.00		

Payment Register

From Payment Date: 5/6/2010 - To Payment Date: 5/11/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12333	05/11/2011	Open			Accounts Payable	SULLIVAN'S LAW DIRECTORY	\$75.93		
12334	05/11/2011	Open			Accounts Payable	Superior Lamp Inc.	\$515.14		
12335	05/11/2011	Open			Accounts Payable	SWAN	\$11.50		
12336	05/11/2011	Open			Accounts Payable	TAMMY CLAUSEN	\$10.00		
12337	05/11/2011	Open			Accounts Payable	Tele-Tron Ace Hardware	\$578.02		
12338	05/11/2011	Open			Accounts Payable	The Children's Center of Cicero/ Berwyn	\$7,500.00		
12339	05/11/2011	Open			Accounts Payable	The Franklin Law Firm,LLC	\$1,457.50		
12340	05/11/2011	Open			Accounts Payable	The McKinley Family	\$26.00		
12341	05/11/2011	Open			Accounts Payable	THOMPSON ELEVATOR INSPECTION SERVICE INC.	\$314.00		
12342	05/11/2011	Open			Accounts Payable	TIMOTHY W.SHARPE	\$2,500.00		
12343	05/11/2011	Open			Accounts Payable	Tryad Automotive	\$420.44		
12344	05/11/2011	Open			Accounts Payable	U.S. Cellular	\$468.57		
12345	05/11/2011	Open			Accounts Payable	U.S. Postmaster	\$8,270.00		
12346	05/11/2011	Open			Accounts Payable	University of Illinois	\$250.00		
12347	05/11/2011	Open			Accounts Payable	UPSTART INC	\$203.39		
12348	05/11/2011	Open			Accounts Payable	US Gas	\$161.60		
12349	05/11/2011	Open			Accounts Payable	USIC Locating Services,Inc.	\$4,104.00		
12350	05/11/2011	Open			Accounts Payable	WALGREENS CO.	\$14.16		
12351	05/11/2011	Open			Accounts Payable	WEST PAYMENT CENTER	\$150.50		
12352	05/11/2011	Open			Accounts Payable	WEST SUBURBAN SENIOR SERVICES	\$3,527.00		
12353	05/11/2011	Open			Accounts Payable	Worldwin Media	\$165.00		
12354	05/11/2011	Open			Accounts Payable	Yolanda Diaz	\$33,100.00		
12355	05/11/2011	Open			Accounts Payable	Youth Crossroads	\$3,950.00		
12356	05/11/2011	Open			Accounts Payable	Zoll Data Systems, Inc.	\$150.00		
Type Check Totals:						185 Transactions	\$1,038,777.46		

01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	185	\$1,038,777.46	
	Total	185	\$1,038,777.46	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	185	\$1,038,777.46	
	Total	185	\$1,038,777.46	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	185	\$1,038,777.46	
	Total	185	\$1,038,777.46	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	185	\$1,038,777.46	
	Total	185	\$1,038,777.46	\$0.00

Robert J. Lovero
Mayor



Collections and
Licensing

RLB

6700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

May 5, 2011

Honorable Mayor Robert J. Lovero
And Members of the City Council
Berwyn City Hall
Berwyn, Illinois 60402

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department during the month of April, 2011. Included are; storefronts, phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Susan Bradley
Licensing and Collections
sb

BERWYN BUSINESSES - LICENSED IN APRIL, 2011 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Salon Centric (previous location 6350 W. Cermak Road)	6347 W. Cermak Road	Beauty Alliance (corp) Dora Calderon, Manager	Beauty Supplies (wholesale) (708) 749-7443
American Home Medical	6506 W. Cermak Road	Dallas Powers	Medical Supplied (708) 484-3318
Betty's & Nick's (new owner - business name remains the same)	6617 W. Cermak Road	Bekim Mehmeh	Hair Salon (708) 749-3505
Frutos Upholstery	6920 W. Cermak Road	Mario & Luciana Frutos	Upholstery Shop (708) 288-9279
Office Depot (previous location 7075 W. Cermak Plaza)	7001 W. Cermak Plaza	Office Depot (Delaware Corp) Gary Fisher, Manager	Office Supplies (708) 484-9613
Y. A. Z. Photo & Video	6925 W. Ogden Avenue	Lucila Rodriguez	Photography Studio (773) 550-5829
Berwyn Kia	7050 W. Ogden Avenue	Meyer Imports, Inc. (Corp.) (John DeLozano, Mgr.)	New Car Sales/Showroom (708) 797-0300

BERWYN BUSINESSES - LICENSED IN APRIL, 2011 (PHONE USE ONLY)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Maria Calzada dba, Johnny's Landscaping	2106 S. Lombard Avenue	Maria Calzada	Contractor (Landscaping) (708) 833-6227
E Z Electric Company	3803 S. Euclid Avenue	Eric Kroll	Contractor (Electrical) (708) 280-3742

**BUSINESS LICENSE ISSUED
APRIL, 2011**

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR BUSINESS OWNER</u>	<u>COMMENTS</u>
Christine Lee Conte (Employer is The Skin Care Co. Hair Salon & Spa @ 6830 W. Windsor Ave.) (708) 497-5556	204 S. Kenilworth, Oak Park, IL	Christine Lee Conte	Masseuse

**BUSINESS LICENSES ISSUED FOR APRIL, 2011
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Alma Concrete Corp	419 8th Ave., Maywood	Alma Concrete, Corp.	Contractor (Cement)
Brickfield Construction	9523 Marion, Oak Lawn	Brickfield Construction, Corp	Contractor (Cement)
Lucas Concrete	4344 25th St., Chicago	Lucas Concrete, Inc.	Contractor (Cement)
Kinsale Contracting Group	648 Blackhawk, Westmont	Kinsale Contracting Group, Inc.	Contractor (Environmental)
Customized Protection	830 Warren, Downers Grove	Customized Protection Serv Inc	Contractor (Fire Alarm)
Dynamic Heating & Cool	4024 106th, Oak Lawn	Dynamic Htg & Cooling Inc.	Contractor (HVAC)
Joel's Htg & Cooling	3148 Marquette, Chicago	Joel's Htg & Cooling, Inc.	Contractor (HVAC)
Plus Construction	7918 Oakleaf, Elmwood Park	Plus Construction, Inc.	Contractor (HVAC)
B & M Restoration Serv	750 Graceland, Des Plaines	Sergio Mejia	Contractor (Masonry)
A + Home Remodeling	180 Devon, Bensenville	A+Home Remodeling Co., Inc.	Contractor (Roofing)
Century Bldrs & Develop	24325 Crowfoot, Plainfield	Century Bldrs & Development Inc	Contractor (Roofing)
Interstate Roofing Waterpro	N5544 Commerce, Onalaska, WI	Interstate Roof. & Waterproofing	Contractor (Roofing)
Easy Construction	8128 Lamon, Burbank	Easy Construction, LLC	Contractor (Sheet Metal/Sofit/Fascia/Siding)
John's Pro Tree Service	8009 Austin, Burbank	John's Pro Tree Service, Inc.	Contractor (Tree Serv/Landscaping)
Pinto Glass & Mirror	1005 Industry, New Lenox	Pinto Glass & Mirror Co. Inc.	Contractor (Window & Door)

Application Review

Business Name	Address	Last Update	Phone	ID #
<i>PCC South Family Health Center</i>			(708)	12013
6201 W. Roosevelt Road	Berwyn IL 60402	1/22/2010		
<i>Raymond's Tacos and Burritos</i>			(708)	12365
6401 W. 34th Street	Berwyn IL 60402	7/8/2010		
Total Businesses				2

Application Pending

Business	Name	Address	Last Update	Phone	ID #
<i>Andies Investment</i>				(708) 795-2909	12367
6847 W.	Cermak Road	Berwyn IL 60402	7/8/2010		
<i>Lagnippe, LLC</i>				(312) 651-2037	11541
2905 S.	Ridgeland Avenue	Berwyn IL 60402	7/8/2010		
Total Businesses					2

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Antronio's Bar & Grill</i>			(708)	10764
6317-19 Roosevelt Road W.	Berwyn IL 60402	2/9/2011		
<i>Athletico of Berwyn</i>	<i>Unit A</i>			10955
6347 W. Cermak Road	Berwyn IL 60402	4/15/2011		
<i>Gas Haven Citgo</i>			(708) 788-6264	10874
1337 S. Harlem Avenue	Berwyn IL 60402	3/14/2011		
<i>Lolita's Mexican Food and Tamales</i>			(708) 795-6856	10831
6340 W. Ogden Avenue	Berwyn IL 60402	1/20/2011		
<i>Padgett Business Services</i>			(708) 749-3900	12427
6828 W. Windsor Avenue	Berwyn IL 60402	4/13/2011		
<i>Pav Realtors</i>			(708) 795-7100	10965
6308 W. Cermak Road	Berwyn IL 60402	4/1/2011		
<i>Superior Personnel Inc.</i>				12459
6810 W. 26 th Street	Berwyn IL 60402	5/5/2011		
<i>Union Arms Company</i>			(708) 646-5605	12366
6340 W. 26th Street	Berwyn IL 60402	8/30/2010		
Total Businesses				8

KM
The City of Berwyn



Jeffrey G. Boyajian
2nd Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6402 Fax: (708) 788-2675
www.berwyn-il.gov

May 4, 2010

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Application #739 Yuriy Soroka
3441 Gunderson Ave.

Mayor and City Council Members:

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

Respectfully,

Jeffrey G. Boyajian
2nd Ward Alderman

Berwyn
Police Department

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

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

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

DATE: May 3, 2011

RE: HANDICAPPED SIGN FOR: Yuriy Soroka # 739

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

3441 S. Gunderson Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Boyajian

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

CITY OF BERWYN
CLERK'S OFFICE
2011 MAY -2 P 12:55

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 10-18-1951

Application: 739

Name of Applicant: Yuriy Soroka

Address: 3441 S. Gunderson Ave, Berwyn, IL 60402

Telephone: . . .

Nature of Disability:

Information	YES	NO	Information	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"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 11-04856		

Recommendation: APPROVE DENY

Reporting Officer: Raimondi#192

Comments:

Alderman: J. Boyajian

Ward: 2



Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Yuriy Soroka

Applicant Address: 3441 S. Gunderson Ave, Berwyn, IL 60402

Applicant Phone #

Applicant D/L or ID#

D.O.B

Caregivers Name: N/A

Caregivers D/L #: N/A

Vehicle Make: Ford Vehicle Model: Stn Wagon Vehicle Year: 2000 Vehicle Color: Red

License Plate _____

Handicapped Placard #: BE73710

Does Applicant Use:

Wheelchai Walker: Cane: Oxygen:

Parking Availability:

Driveway: Garage: On Street: Off Street:

Notes: Yuriy Soroka is requesting handicapped parking signs to be placed in front of his residence. Mr. Soroka suffers from _____ due to a stroke, and utilizes a _____ which limits his mobility on a daily basis. There is a garage on the premises, however, it is occupied by Mr. Soroka's daughter's vehicle.

Applicant Interview

Date: 05/03/2011 Time: 1200 Hrs Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Completion Date: 05/03/2011

Logged In Book: 05/03//2011

Application Number: 739

Incident#: 11-04856

Berwyn Police Department

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

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 11-04856
REPORT TYPE Incident Report	RELATED CAD # C11-020273	HOW RECEIVED Walk In
WHEN REPORTED 05/03/2011 10:44	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3441 S GUNDERSON AV Berwyn, IL 60402	
TIME OF OCCURRENCE 05/03/2011 10:44	STATUS CODE	STATUS DATE

INVOLVED ENTITIES							
NAME	DOB	AGE	ADDRESS				
Soroka, Yuriy			3441 S Gunderson AV berwyn, IL 60402				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
M							
CLOTHING	SID #	DL #	FBI #				

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

INVOLVED VEHICLES					
VEH/PLATF #	STATE	TYPE	INVOLVEMENT	VIN #	
	IL	Station Wagon			
YEAR	MAKE	MODEL	COLOR	COMMENTS	
2000	Ford	Escort	Red		
OWNER					
Soroka, Yuriy					

NARRATIVES
PRIMARY NARRATIVE

In Summary:

Yuriy Soroka, who resides at 3441 S. Gunderson Ave, Berwyn, IL 60402, is requesting handicapped parking signs to be placed in front of his residence. Mr. Soroka suffers from , due to a stroke, and utilizes which limits his mobility on a daily basis. There is a garage on the premises, however, Mr. Soroka's daughter's vehicle occupies the garage.

Yuriy Soroka meets the City and State requirements for being handicapped.

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

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

ASSISTING OFFICERS			
OFFICERS	STAR #		

REPORTING OFFICER	STAR #	DATE/TIME	INCIDENT #
RAIMONDI, MARGO J	192	05/03/2011 10:44	11-04856

CITY OF BERWYN - AFFIDAVIT FOR HANDICAPPED SIGN

PLEASE PRINT

SOROKA, YURIY 3441 GUNDERSON Ave.
(Handicapped Person Name) (Address)

SOROKA YURIY
(Applicant's Name) (Phone)

PLEASE PRINT

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

[Signature] _____
(Signature of Applicant) (Date)

PLEASE PRINT

PHYSICIAN MUST FILL OUT THIS SECTION OF PATIENT'S HANDICAP

I HEREBY CERTIFY THAT THE PHYSICAL CONDITIONS OF THE ABOVE NAMES "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (PHYSICALLY HANICAPPED 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) 1/19/11
(Date)

(PLEASE PRINT PHYSICIAN'S Name and Address) (Phone)

HANDICAPPED STATE PLATE _____ VEHICLE TAG # 28990 YR 2011
REGULAR STATE PLATE # 648 5958 HANDICAP STATE CARD # BE73710

YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK VEHICLE IN A HANDICAPPED SPOT.


The City of Berwyn



**Theodore J.
Polashek**

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 748-6406 Fax: (708) 788-2875
www.berwyn-il.gov

May 3, 2011

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 734- Yalina Lopez
2123 S. Elmwood Ave.

Mayor and City Council Members:

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

Respectfully,

Theodore Polashek
6th Ward Alderman

Berwyn
Police Department

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

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

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

DATE: April 19, 2011

RE: HANDICAPPED SIGN FOR: Yalina Lopez #734

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

2123 S. Elmwood Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Polashek

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

GITY OF BERWYN
CLERK'S OFFICE
2011 APR 19 P 3:43

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 04-15-2011

Application: 734

Name of Applicant: Yalina Lopez

Address: 2123 S. Elmwood Ave, Berwyn, IL 60402

Telephone: ,

Nature of Disability:

Information	YES	NO	Information	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"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 11-04133		

Recommendation: APPROVE DENY

Reporting Officer: Raimondi#192

Comments:

Alderman: Polashek

Ward: 6



Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Yalina Lopez

Applicant Address: 2123 S. Elmwood Ave, Berwyn, IL 60402

Applicant Phone #: _____

Applicant D/L or ID#: N/A

D.O.B: _____

Caregivers Name: Wanika Lopez

Caregivers D/L #: _____

Vehicle Make: Chevy Vehicle Model: Malibu Vehicle Year: 1998 Vehicle Color: Gold

License Plate: _____

Handicapped Placard #: BB36314

Does Applicant Use:

Wheelchair Walker: Cane: Oxygen

Parking Availability:

Driveway: Garage: On Street: Off Street:

Notes: Wanika Lopez is requesting handicapped parking signs to be placed in front of her residence. Ms Lopez' daughter Yalina, suffers from _____ and _____ which limits her mobility on a daily basis. There is a side drive and a garage on the premises, which Ms Lopez does not have access to.

Applicant Interview

Date: 03/29/2011 Time: 1200 Hrs Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Completion Date: 04/15/2011

Logged In Book: 04/15/2011

Application Number: 734

Berwyn Police Department

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

Incident#: 11-04133

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 11-04133
REPORT TYPE Incident Report	RELATED CAD # C11-017165	HOW RECEIVED In Person
WHEN REPORTED 04/15/2011 10:53	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2123 S ELMWOOD AV Berwyn, IL 60402	
TIME OF OCCURRENCE 04/15/2011 10:53	STATUS CODE	STATUS DATE

INVOLVED ENTITIES							
NAME	DOB	AGE	ADDRESS				
LOPEZ, MURIEL			2123 S Elmwood AV 2nd FLOOR Berwyn, IL 60402				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
F		5' 5"	170	Brown	Brown		
CLOTHING		SID #	DL #		FBI #		

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

NAME	DOB	AGE	ADDRESS				
Lopez, Wanika			2123 S ELMWOOD AV Berwyn, IL 60402				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
F							
CLOTHING		SID #	DL #		FBI #		

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

NAME	DOB	AGE	ADDRESS				
Juvenile	**/**/****	7	**Juvncilc**				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
F						**Juvenile**	
CLOTHING		SID #	DL #		FBI #		
		** Juvenile **	** Juvenile **		** Juvenile **		

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

INVOLVED VEHICLES					
VEHPLATE #	STATE	TYPE	INVOLVEMENT	VIN #	
	IL	Sedan, 4-door			
YEAR	MAKE	MODEL	COLOR	COMMENTS	
1998	Chevrolet	Malibu and Mailbu Ma	Gold		
OWNER Lopez, Wanika S					

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Wanika Lopez, who resides at 2123 S. Elmwood Ave, Berwyn, IL 60402, is requesting handicapped parking signs to be placed in front of her residence. Ms Lopez' daughter Yalin suffers from () and is non-ambulatory. Yalina utilizes a device thus her

Berwyn Police Department

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

Incident#: 11-04133

STATION COMPLAINT UCR	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	11-04133
REPORT TYPE	RELATED CAD #	DOT #
Incident Report	C11-017165	
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	HOW RECEIVED
04/15/2011 10:53	2123 S ELMWOOD AV Berwyn, IL 60402	In Person
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
04/15/2011 10:53		

mobility is very limited. There is a garage and a side driveway on the premises which Ms Lopez does not have access to.

Yalina Lopez meets the City and State requirements for being handicapped.

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

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

ASSISTING OFFICERS

OFFICERS	STAR #

Robert J. Lovero
Mavor



MAR 22 2011
James D. Ritz
Chief of Police

A Century of Progress with Pride

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

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

Yalina Lopez
(Name of Handicapped Applicant)

2123 Elmwood Ave
(Address)

Wanika Lopez
(Name of caregiver, if applicable)

(Telephone Number)

(Illinois Handicapped License Plate Number)

n/a
(City Vehicle Sticker Number and Year)

645M896
(Illinois License Plate Number)

BB36314 (Permanent)
(Illinois Handicap Placard Number)

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

Wanika S. Lopez
(Signature of handicapped person or their legal guardian)

MAR 22 2011
(Date)

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

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)

3/19/11
(Date)

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

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



Central Federal

SAVINGS AND LOAN ASSOCIATION

Established 1892

April 4, 2011

City of Berwyn
6700 26th Street
Berwyn, IL 60402

RE: Muriel Lopez
2123 Elmwood
Berwyn, IL 60402

To Whom It May Concern:

The purpose of this letter is to inform you that Central Federal Savings and Loan Association grants permission to tenant Muriel Lopez, currently renting 2123 Elmwood, apartment Unit No. 2 to request a handicap sign to City of Berwyn.

If the City of Berwyn finds all requirements met by the tenant Muriel Lopez and no further requirements are needed from Central Federal Savings & Loan, we hereby grant fully authorization for tenant to proceed with requesting a handicap sign.

If you might need further information or may need to verify the content of this letter, please do not hesitate to call the numbers indicated below.

Sincerely,


Neil Christensen
Vice-President Lending

Home Office • 5953 W. CERMAK ROAD • CIGERO, ILLINOIS 60804-2190 • 708.658.5000
Branch Office • 6940 W. OGDEN AVENUE • BERWYN, ILLINOIS 60402-3692 • 708.222.2300
Branch Office • 1921 E. 31ST STREET • LA GRANGE PARK, ILLINOIS 60526-1324 • 708.469.3250



Central Federal Savings & Loan Association

5953 W Cermak Rd
Cicero, IL 60804

Ph.(708) 656-5000 Fax.(708)656-5012

Marcela@centralfederalsavings.com

To: Margo

From: Marcela Torres

Phone:

Date: April 15, 2011

Fax: 708-795-5627

Pages: 2

Re: 2123 Elmwood Unit 2

Customer Muriel Lopez

Loan #

Sub. Prop. 2123 Elmwood

Order #

Comments:

Muriel Lopez is currently renting unit 2 on 2123 Elmwood with out the garage.

If you should have any further questions, please contact our Loan Servicing Department at 708-656-5000.

Thank you,

Marcela Torres

Administrative Assistant
Loan Servicing Department
Office Ph. 708-656-5000
Fax 708-656-5012

The City of Berwyn



**Theodore J.
Polashek**

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 748-6408 Fax: (708) 788-2875
www.berwyn-il.gov

May 3, 2011

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 735 - Martin Francia
2123 S. Elmwood Ave.

Mayor and City Council Members:

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

Respectfully,

Theodore Polashek
6th Ward Alderman

Berwyn
Police Department

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

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

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

DATE: April 19, 2011

RE: HANDICAPPED SIGN FOR: Martin Francia #735

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

2123 S. Elmwood Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Polashek

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

CITY OF BERWYN
CLERK'S OFFICE
2011 APR 19 P 3:43

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lovero
And Members of City Council

From: Berwyn Police Department
Community Service Division

Date: 04-15-2011

Application: 735

Name of Applicant: Martin Francia

Address: 2123 S. Elmwood Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information	YES	NO	Information	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"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 11-04134		

Recommendation: APPROVE DENY

Reporting Officer: Raimondi #192

Comments:

Alderman: Polashek

Ward: 6



Berwyn Police Department



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600

(Fax) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Martin Francia

Applicant Address: 2123 S. Elmwood Ave, Berwyn, IL 60402

Applicant Phone #: _____

Applicant D/L or ID#: N/A

D.O.B: _____

Caregivers Name: Yesenia Francia

Caregivers D/L #: _____

Vehicle Make: Chevy Vehicle Model: Carryall Vehicle Year: 1998 Vehicle Color: Gold

License Plate: _____

Handicapped Placard #: BC69459

Does Applicant Use:

Wheelchair: Walker Cane: Oxygen:

Parking Availability:

Driveway: Garage: On Street: Off Street:

Notes: Yesenia Francia, who resides at 2123 S. Elmwood Ave, Berwyn IL, 60402, is requesting Handicapped Parking signs to be placed in front of her residence. Ms Francia's son Martin suffers from _____ and utilizes a _____ which limits his mobility on a daily basis. There is a garage on the premises which Ms Francia related she does not have access to, however, she does have access to the side driveway.

Applicant Interview

Date: 04-12-2011 Time: 11:00 Results: Deny (Recommendation)

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Date: _____ Time: _____ Results: _____

Completion Date: 04-15-2011

Logged In Book: 04-15-2011

Application Number: 735

Incident#: 11-04134

Berwyn Police Department

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

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 11-04134
REPORT TYPE Incident Report	RELATED CAD # C11-017166	HOW RECEIVED In Person
WHEN REPORTED 04/15/2011 10:54	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2123 S ELMWOOD AV #BSMNT Berwyn, IL 60402	
TIME OF OCCURRENCE 04/15/2011 10:54	STATUS CODE	STATUS DATE

INVOLVED ENTITIES								
NAME	DOB	AGE	ADDRESS					
Francia, Jorge			2123 S ELMWOOD AV Berwyn, IL 60402					
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE		
M								
CLOTHING	SID #	DL #	FBI #					
UCR	9041 (Applicant File) - 0 count(s)			TYPE	Other			RELATED EVENT #

NAME	DOB	AGE	ADDRESS					
Francia, Yesenia			2123 S ELMWOOD AV Berwyn, IL 60402					
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE		
F								
CLOTHING	SID #	DL #	FBI #					
UCR	9041 (Applicant File) - 0 count(s)			TYPE	Reporting Party			RELATED EVENT #

NAME	DOB	AGE	ADDRESS					
Juvenile	**/**/****	4	**Juvenile**					
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE		
M						**Juvenile**		
CLOTHING	SID #	DL #	FBI #					
	** Juvenile **	** Juvenile **	** Juvenile **					
UCR	9041 (Applicant File) - 0 count(s)			TYPE	Other			RELATED EVENT #

INVOLVED VEHICLES					
VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #	
	IL	Van/Minivan			
YEAR	MAKE	MODEL	COLOR	COMMENTS	
1998	Chevrolet	(unknown)	Gold		
OWNER Francia, Jorge					

NARRATIVES	
PRIMARY NARRATIVE	
In Summary:	
Yesenia Francia, who resides at 2123 S. Elmwood Ave, Berwyn, IL 60402, is requesting handicapped parking signs to be placed in front of her residence. Ms Francia's son Martin, 7, suffers from Martin utilizes a wheelchair which limits his mobility on a daily basis. There is a garage	

REPORTING OFFICER RAIMONDI MARGOLI	STAR # 107	DATE/TIME 04/15/2011 10:54	INCIDENT # 11-04134	Page 1 of 2
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Berwyn Police Department

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

Incident#: 11-04134

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 11-04134
REPORT TYPE Incident Report	RELATED CAD # C11-017166	HOW RECEIVED In Person
WHEN REPORTED 04/15/2011 10:54	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2123 S ELMWOOD AV #BSMNT Berwyn, IL 60402	
TIME OF OCCURRENCE 04/15/2011 10:54	STATUS CODE	STATUS DATE

and a side driveway on the premises. Ms Francia related that she does not use the garage, however, she does have access to the side drive.

Martin Francia meets the City and State requirements for being handicapped.

For the above listed reasons (access to the side driveway) this officer feels that this application should be denied at this time.

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

ASSISTING OFFICERS

OFFICERS	STAR #

Robert J. Lovero
Mayor

MAR 18 2011



James D. Ritz
Chief of Police

A Century of Progress with Pride

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

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

Martin Francia
(Name of Handicapped Applicant)

2123 Elmwood Ave.
(Address)

Y. Esenia Francia
(Name of caregiver, if applicable)

(Telephone Number)

(Illinois Handicapped License Plate Number)

19336 exp. 6-30-11
(City Vehicle Sticker Number and Year)

X210481
(Illinois License Plate Number)

RC 69459
(Illinois Handicap Placard Number)

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

[Signature]
(Signature of handicapped person or their legal guardian)

3/18/2011
(Date)

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

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

[Signature]
(Physician's Signature)

3/18/11
(Date)

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

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



Central Federal

SAVINGS AND LOAN ASSOCIATION

Established 1892

July 27, 2010

City of Berwyn
6700 26th Street
Berwyn, IL 60402

RE: Yesenia Francia
2123 Elmwood
Berwyn, IL 60402

To Whom It May Concern:

The purpose of this letter is to inform you that Central Federal Savings and Loan Association grants permission to tenant Yesenia Francia, currently renting 2123 Elmwood, apartment Unit No. 1 to request a handicap sign to City of Berwyn.

If the City of Berwyn finds all requirements met by the tenant Yesenia Francia and no further requirements are needed from Central Federal Savings & Loan, we hereby grant fully authorization for tenant to proceed with requesting a handicap sign.

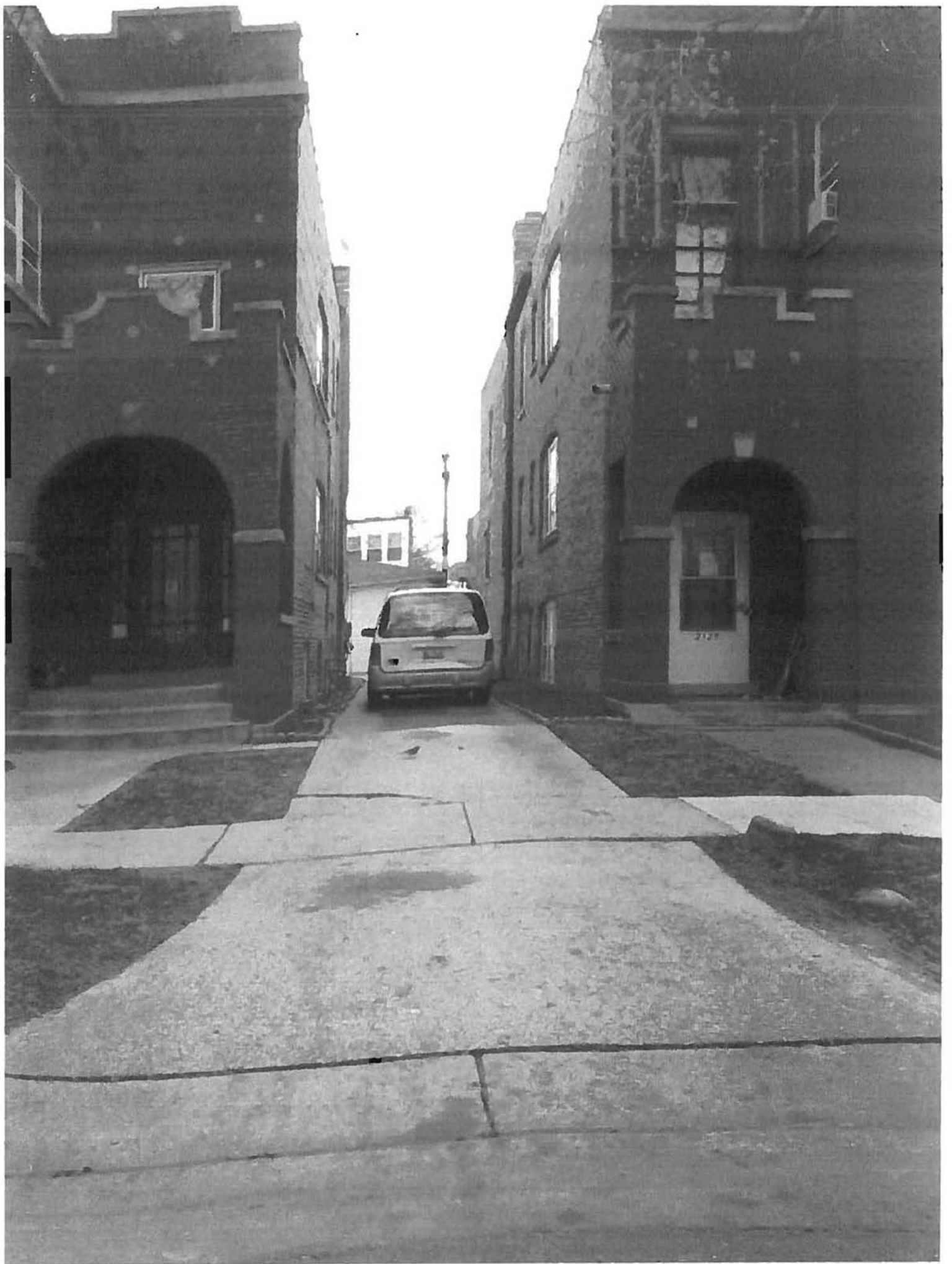
If you might need further information or may need to verify the content of this letter, please do not hesitate to call the numbers indicated below.

Sincerely,



Neil Christensen
Vice-President Lending







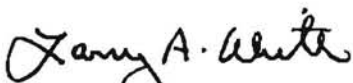
April 11, 2011.

Robert J. Lovero, Mayor
City of Berwyn
6700 West 26th Street
Berwyn, IL 60402-0701

Dear Mayor Lovero,

I am requesting the closing of Clarence Avenue between 33rd and 34th Street on Thursday, June 2, 2011 in order that the students may participate in our planned, Fun Day Event. We would like to close the streets from 8:00 a.m. to 2:00 p.m.. Your consideration of this request is greatly appreciated.

Thank you,


Larry A. White
Principal

The City of Berwyn



Robert J. Lovero
Mayor

KA

A Century of Progress with Pride

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

April 26, 2011

Members of the City Council

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

Council Members:

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

<u>Case</u>	<u>Licensee</u>	<u>Location</u>	<u>Fine</u>
11-L-03	Wings Firehouse	6535 Cermak Rd.	\$1,700.00

Suspend ten consecutive (10) days – (Including two (2) weekends)

Respectfully,

Robert J. Lovero
Mayor

KA
Robert J. Lovero
Mayor



A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2975
www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

Date: 5/6/11

Mayor Lovero & Members
Of the Berwyn City Council

Re: Block Party 14th block of 1415 Clinton Berwyn IL

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 13th street block
of 14th street.

The residents request permission to hold the event on May 14, 2011

With a rain date of May 14th. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Contact person is: Zaira Pantoja

Address is: 1415 Clinton Berwyn IL

Phone number is: _____

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

WE THE UNDERSIGNED RESIDENTS OF THE 1414 BLOCK OF 1415 Clinton
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON MAY 14th
BETWEEN THE HOURS OF 4PM AND 9PM, OUR RAIN DATE IS MAY 14th
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

ADDRESS

- 417 S Clinton
- 421
- 1425
- 1439
- 1455 Clinton
- 1446 CLINTON
- 1472 S Clinton 484-4007
- 1405 Clinton 708) 655-2932
- cont. 1405 (Clinton) 708) 749 0959
- Clinton
- Clinton
- 1426 S Clinton
- 1443 S Clinton
- 1434 CLINTON
- 1404 Clinton
- 1411 S CLINTON
- 1418 S CLINTON

The City of Berwyn



Charles Lazzara
Building Director

2-10

A Century of Progress with Pride

May 4, 2011


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

Re: Building and Local Improvement Permits

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of April, 2011, along with a copy of Permit Statistics for this same period.

Respectfully,



Charles D. Lazzara, Director
Building Department

CDL:cr
Encs.

Report Of Building Permits Issued By The City Of Berwyn

Monday, May 02, 2011

Between: 4/1/2011 And 4/30/2011

Name and Address			Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Raj K. Soni	1409 S. Highland Avenue	ELEC OUTLETS & CAN LIGHTS IN BASEMENT AND ELEC. FOR A/C & FURNACE UNITS - INST. 3 A/C FOR EACH UNIT AND INST. ADDL. DUCTWORK FOR EACH UNIT & R/R 3 FURNACES. INSTALL SOFFIT AROUND DUCTWORK-REPAIR DRYWALL, TILE & PAINT.	4/7/2011	HVAC- 7511-0	\$11,950.00	\$1,045.00
Inland Berwyn Plaza, LLC	6901 W. Ogden Avenue	TENANT BUILD OUT	4/11/2011	Bldg-B 7512-0	\$151,462.00	\$5,690.50
GB Renovations, Inc.	1406 S. Gunderson Avenue	T/O & RE SHINGLE ROOF- INST. NEW ROOF/DORMER - FOR FULL BATHRM INSTALLATION. NEW KITCHEN CABINETS, TOPS, SINK, DISHWASHER. ELEC. OUTLETS AS NEEDED, REPL MISSING FURNACE - DECONVERT BSMT BACK TO OPEN UNFINISHED. BUILD WALL TO SEPARATE STAIRCASE & BEDROOM	4/11/2011	Bldg-B 7513-0	\$15,000.00	\$1,370.00
Kenneth Whistler	2837 S. Highland Avenue	ATTIC REMODEL - ADD BEDROOM - FAMILY ROOM - CLOSET - ENCLOSE FURNACE ROOM	4/12/2011	Bldg-B 7514-0	\$12,000.00	\$645.00
Berwyn Animal Hospital	2845-7 S. Harlem Avenue	ADDITION FOR CT SCAN ROOM. - FIRE DEPARTMENT (708)788-2660 EX 3281- JOE(ROOF INSPECTION)(630)901-8249	4/14/2011	Bldg-B 7515-0	\$297,358.00	\$6,215.00
Culvers Restaurant	6943 W. Roosevelt road	NEW CONSTRUCTION - CULVERS RESTAURANT	4/15/2011	Bldg-B 7516-0	\$1,100,000.00	\$8,010.25
Brenton Diers & Colleen Dreyer	1835 S. Wisconsin Avenue	INTERIOR ATTIC REMODEL - BUILD 2 ROOMS - A RECREATION ROOM AND READING ROOM. — NO BEDROOMS.	4/18/2011	Bldg-B 7517-0	\$41,330.00	\$1,385.00
Alicia & Gonzalo Soria	7038 W. Cermak Road	INSTALL DIVIDER WALL - INSTALL NEW BATHROOM	4/19/2011	Bldg-B 7518-0	\$3,700.00	\$1,280.00
V. Pennell	3625 S. Grove Avenue	DEMOLISH OLD GARAGE AND BUILD NEW DET. FRAME GARAGE 22 X 22 X 11-8 H .	4/26/2011	Gar-B 7519-0	\$15,560.00	\$305.00
Linda Adami	3227 S. Harvey Avenue	DEMOLISH HOUSE & GARAGE - CALL FOR INSPECTION WHEN ALL CLEARED OUT.	4/26/2011	Bldg-B 7520-0	\$20,000.00	\$175.00
Silvano Alvarez	2705 S. Clinton Avenue	REPLACE FURNACE & A/C - RUN DUCTWORK UP TO ATTIC. ADD BEDROOM IN ATTIC AND 1 PLAYROOM WITH WINDOWS TO CODE FOR EGRESS.	4/27/2011	Bldg-B 7521-0	\$8,300.00	\$535.00
F. Rodriguez & J. Holden	3412 S. Maple Avenue	BASEMENT RENOVATION: WATERPROOFING TO BSMT. ADDING 2 BEDROOMS - 1 BATHROOM, FAMILY ROOM AND STORAGE.	4/27/2011	Bldg-B 7522-0	\$31,800.00	\$1,160.00
Moises Sandoval	1636 S. Home Avenue	ELECTRIC FINAL RE INSPECTION OF OLD GARAGE PERMIT	4/27/2011	Gar-R 7081-1	\$0.00	\$50.00
Jozef Kezek	1610 S. Harvey Avenue	PLUMBING: STACK TEST AND GAS PRESSURE TEST THAT WERE NOT CHARGED ON ORIG. PERMIT	4/28/2011	Bldg-R 7427-2	\$0.00	\$100.00
PCC Community Wellness Cent	8201 W. Roosevelt Road	INSTALL 6" TAP AND METER - MUST CONTACT PUBLIC WORKS(708)749-4700 7 DAYS PRIOR TO METER INSTALL.	4/20/2011	Bldg-R 7496-1	\$28,750.00	\$8,745.00
Global Builders, Inc.	3803 S. Gunderson Avenue	INSULATION REINSPECTION	4/20/2011	Bldg-R 7507-1	\$1,300.00	\$65.00

Report Of Building Permits Issued By The City Of Berwyn

Monday, May 02, 2011

Between: 4/1/2011 And 4/30/2011

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Christine Sotola</i>	6710 W. 34th Street	INST. NEW 1" WATER SERVICE - MUST RETURN OLD WATER METER TO PUBLIC WORKS WHEN PICKING UP NEW METER. - MUST INST. SOD IN PARKWAY B/4 RESTORATION RETURNED.	4/18/2011	Bldg-R 7509-1	\$5,900.00	\$1,550.00
<i>17 Building Permits Issued During Period</i>			<i>Totals</i>		<u><i>\$1,744,410.00</i></u>	<u><i>\$38,325.75</i></u>

Permits Issued By The Building Department

Wednesday, May 04, 2011

Between: 4/1/2011 And 4/30/2011

	<i>Permits Issued:</i>	<i>1</i>	<i>Cost of Improvements:</i>	<i>\$400.00</i>
<u><i>Building</i></u>	<i>Permits Issued:</i>	<i>14</i>	<i>Cost of Improvements:</i>	<i>\$1,716,900.00</i>
<u><i>Dumpster</i></u>	<i>Permits Issued:</i>	<i>9</i>	<i>Cost of Improvements:</i>	<i>\$500.00</i>
<u><i>Electrical</i></u>	<i>Permits Issued:</i>	<i>25</i>	<i>Cost of Improvements:</i>	<i>\$26,435.00</i>
<u><i>Fence</i></u>	<i>Permits Issued:</i>	<i>15</i>	<i>Cost of Improvements:</i>	<i>\$18,764.00</i>
<u><i>Garage</i></u>	<i>Permits Issued:</i>	<i>2</i>	<i>Cost of Improvements:</i>	<i>\$15,560.00</i>
<u><i>HVAC</i></u>	<i>Permits Issued:</i>	<i>5</i>	<i>Cost of Improvements:</i>	<i>\$22,666.00</i>
<u><i>Local Improvement</i></u>	<i>Permits Issued:</i>	<i>181</i>	<i>Cost of Improvements:</i>	<i>\$1,346,836.14</i>
<u><i>Plumbing</i></u>	<i>Permits Issued:</i>	<i>21</i>	<i>Cost of Improvements:</i>	<i>\$95,653.00</i>
<u><i>POD</i></u>	<i>Permits Issued:</i>	<i>1</i>	<i>Cost of Improvements:</i>	<i>\$0.00</i>
<u><i>Roofing</i></u>	<i>Permits Issued:</i>	<i>58</i>	<i>Cost of Improvements:</i>	<i>\$321,556.23</i>
<u><i>Sign</i></u>	<i>Permits Issued:</i>	<i>6</i>	<i>Cost of Improvements:</i>	<i>\$41,323.00</i>
	<i>Total Permits:</i>	<i><u>338</u></i>	<i>Total Improvements:</i>	<i><u>\$3,606,593.37</u></i>

Fees Collected

Permits Issued By The Building Department

Wednesday, May 04, 2011

Between: 4/1/2011 And 4/30/2011

Backfill Inspection	\$205.00
Building Permit	\$9,060.00
Final Building	\$2,710.00
Local Improvement Permit	\$24,070.00
Electrical Fees	\$805.00
Electric (Underground)	\$250.00
Electrical Service	\$465.00
Electrical Inspection	\$5,000.00
Signs	\$1,075.00
Footing Inspection	\$205.00
Framing Inspection	\$2,015.00
Inspection	\$6,595.00
Fence Fees	\$455.00
Foundation Inspection	\$205.00
Plumbing Fees	\$1,320.00
Plumbing Inspection	\$3,150.00
Plumbing Inspection (Underground)	\$950.00
Post Hole Inspection	\$715.00
HVAC Permit	\$525.00
HVAC Inspection	\$3,185.00
Service Charge	\$10,570.75
Insulation/Fire Stopping Inspection	\$1,060.00
New Water Meter	\$6,960.00
Tap Fee	\$4,040.00
Demolition Fees	\$200.00
Dumpster	\$1,800.00
POD	\$50.00
Parkway Use	\$75.00
Parkway Inspection	\$150.00
Pre-Pour Inspection	\$2,510.00
Slab Inspection	\$140.00
Stack Test	\$300.00
Sidewalk Opening	\$150.00
Street Opening	\$150.00
Fine - Working Without Permit	\$1,350.00
Roof Covering Fees	\$4,460.00
Garage Permit	\$100.00
Gas Pressure	\$150.00
Fire Department	\$700.00
Plan Review Fee - w/Permits	\$310.00

Permits Issued By The Building Department

Wednesday, May 04, 2011

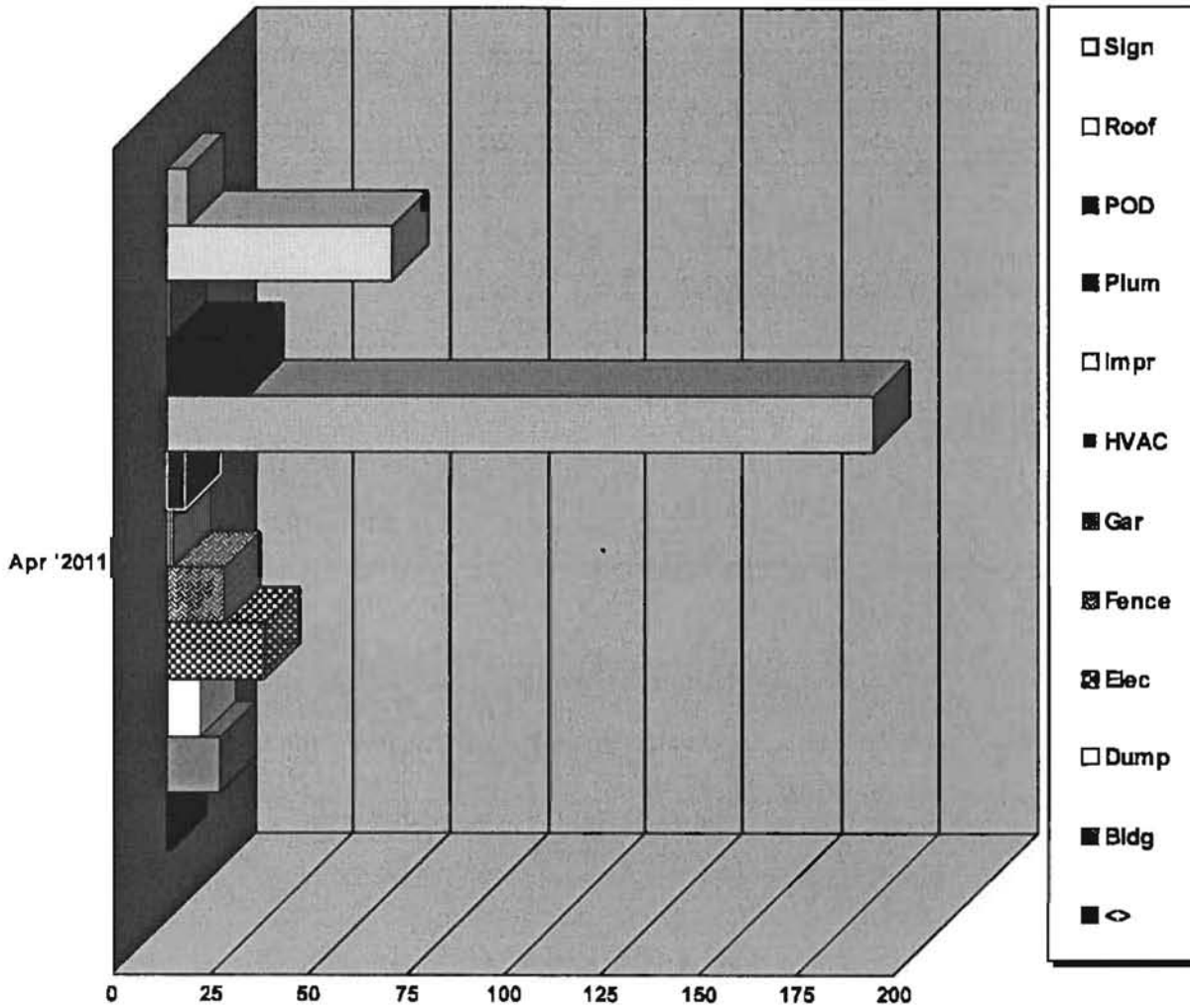
Between: 4/1/2011 And 4/30/2011

<i>Total Fees Collected</i>	<i>\$98,185.75</i>
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Permits Issued

Wednesday, May 4, 2011 12:11 PM

For Period Beginning 4/1/2011 And Ending 4/30/2011



Permit Detail

2011	April	Bldg	14
2011	April	Dump	9
2011	April	Elec	25
2011	April	Fence	15
2011	April	Gar	2
2011	April	HVAC	5
2011	April	Impr	181
2011	April	Plum	21
2011	April	POD	1
2011	April	Roof	58
2011	April	Sign	6

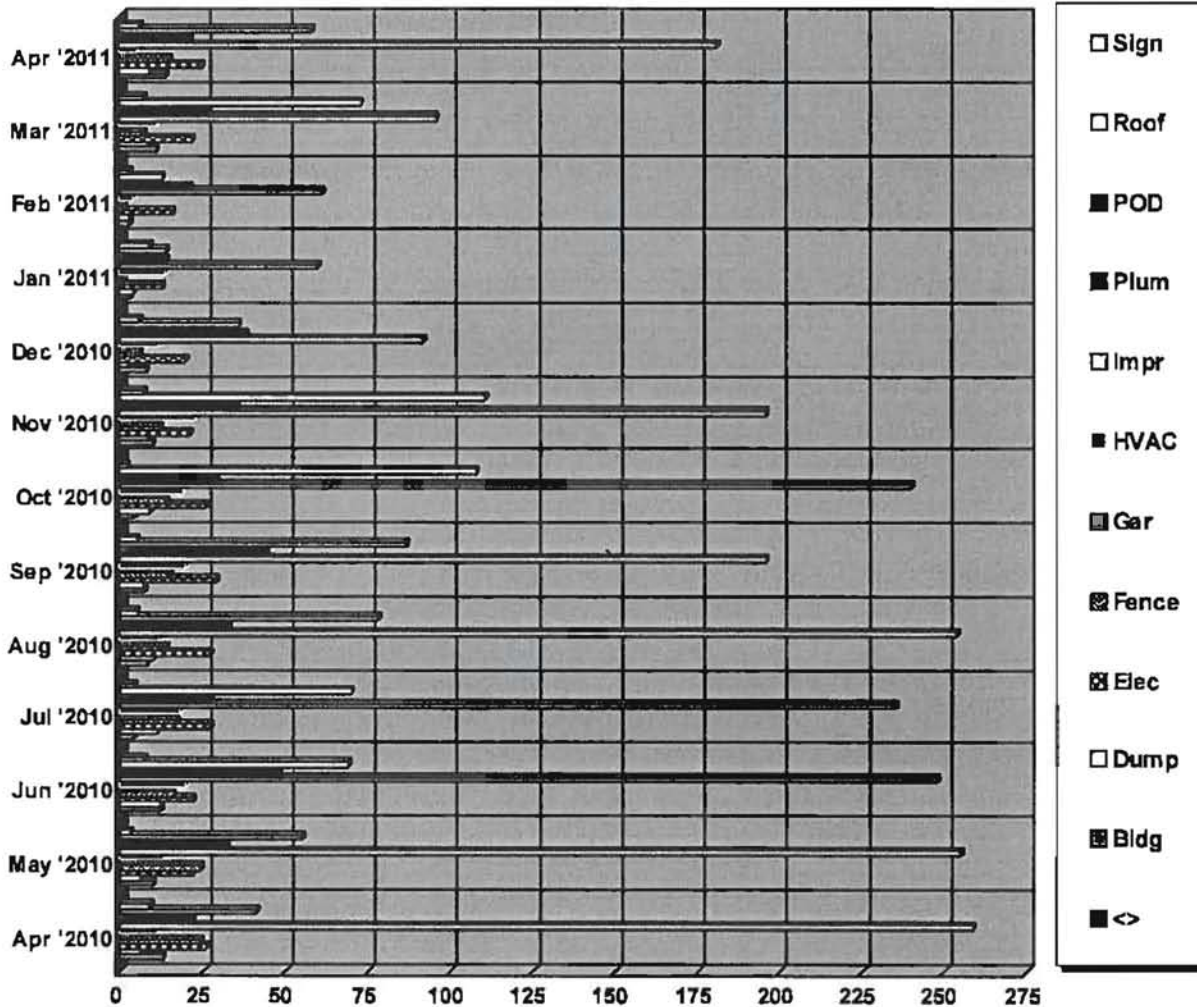
338

Total Permits Issued 338

Permits Issued

Wednesday, May 4, 2011 12:41 PM

For Period Beginning 4/1/2010 And Ending 4/30/2011



Permit Detail

2011	April		1
2011	April	Bldg	14
2011	April	Dump	9
2011	April	Elec	25
2011	April	Fence	15
2011	April	Gar	2
2011	April	HVAC	5
2011	April	Impr	181
2011	April	Plum	21
2011	April	POD	1
2011	April	Roof	58
2011	April	Sign	6

338

2011	March	Bldg	11
2011	March	Dump	8
2011	March	Elec	22
2011	March	Fence	7
2011	March	Gar	1
2011	March	HVAC	11
2011	March	Impr	90
2011	March	Plum	28
2011	March	Roof	73
2011	March	Sign	7

262

2011	February	Bldg	3
2011	February	Dump	3
2011	February	Elec	16
2011	February	Fence	1
2011	February	HVAC	4
2011	February	Impr	61
2011	February	Plum	21
2011	February	Roof	13
2011	February	Sign	3

126

2011	January	Bldg	3
2011	January	Dump	4
2011	January	Elec	13
2011	January	Gar	1
2011	January	HVAC	14
2011	January	Impr	60
2011	January	Plum	14
2011	January	POD	1
2011	January	Roof	14
2011	January	Sign	9

133

Permit Detail

2010	December	Bldg	8
2010	December	Dump	2
2010	December	Elec	20
2010	December	Fence	8
2010	December	Gar	2
2010	December	HVAC	12
2010	December	Impr	92
2010	December	Plum	38
2010	December	POD	1
2010	December	Roof	36
2010	December	Sign	6

223

2010	November		1
2010	November	Bldg	10
2010	November	Dump	8
2010	November	Elec	21
2010	November	Fence	12
2010	November	Gar	4
2010	November	HVAC	23
2010	November	Impr	196
2010	November	Plum	35
2010	November	Roof	111
2010	November	Sign	7

428

2010	October		1
2010	October	Bldg	4
2010	October	Dump	9
2010	October	Elec	26
2010	October	Fence	14
2010	October	Gar	7
2010	October	HVAC	19
2010	October	Impr	240
2010	October	Plum	29
2010	October	POD	1
2010	October	Roof	108
2010	October	Sign	2

480

2010	September	Bldg	7
2010	September	Dump	7
2010	September	Elec	29
2010	September	Fence	15
2010	September	Gar	8
2010	September	HVAC	20
2010	September	Impr	196
2010	September	Plum	44
2010	September	POD	2
2010	September	Roof	87
2010	September	Sign	5

420

2010	August	Bldg	8
2010	August	Dump	10
2010	August	Elec	27
2010	August	Fence	14
2010	August	Gar	4
2010	August	HVAC	12
2010	August	Impr	254
2010	August	Plum	33
2010	August	Roof	78
2010	August	Sign	5

445

2010	July	Bldg	4
2010	July	Dump	11
2010	July	Elec	27
2010	July	Fence	17
2010	July	Gar	8
2010	July	HVAC	18
2010	July	Impr	235
2010	July	Plum	27
2010	July	POD	3
2010	July	Roof	70
2010	July	Sign	4

425

2010	June	Bldg	12
2010	June	Dump	12
2010	June	Elec	22
2010	June	Fence	16
2010	June	Gar	8
2010	June	HVAC	20
2010	June	Impr	248
2010	June	Plum	48
2010	June	Roof	69
2010	June	Sign	7

480

2010	May	Bldg	10
2010	May	Dump	6
2010	May	Elec	22
2010	May	Fence	24
2010	May	Gar	5
2010	May	HVAC	13
2010	May	Impr	255
2010	May	Plum	32
2010	May	Roof	55
2010	May	Sign	3

425

2010	April	Bldg	13
2010	April	Dump	6
2010	April	Elec	26
2010	April	Fence	24
2010	April	Gar	3
2010	April	HVAC	11
2010	April	Impr	259
2010	April	Plum	22
2010	April	POD	1
2010	April	Roof	41
2010	April	Sign	9

415

Permit Detail

Total Permits Issued **4559**