

City of Berwyn City Council Meeting

March 8, 2011

BERWYN CITY COUNCIL MEETING MARCH 8, 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	THOMAS J. PAVLIK
MAYOR	CITY CLERK

	<u>AGENDA</u>

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 MIN.- COW MIN-PUB HEARING MIN- 2/22/11
- (D) BID OPENING TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - BDC-TIF APP-DUNKIN DONUTS/BASKIN ROBBINS-6601 W. CERMAK RD
 - 2. BDC-MODEL COMMUNITIES GRANT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. P&T COMM-MTG OF 2/28/11-REFERRAL ITEMS DISCUSSED
 - P&T COMM-REFERRAL #25-9/28/10-SCHOOL DIST SPEC VISITOR PARKING PASS
 - 3. BHPC-NOMINATION OF THE WWI MEMORIAL AS BERWYN HISTORIC LANDMARK
- (J) STAFF REPORTS
 - DEFER-CITY ATTNY/TRAFFIC ENG-UPDATE ORD 480.05
 - 2. DEFER-CITY ATTNY/TRAFFIC ENG-UPDATE ORD 480.07
 - 3. DEFER-CITY ATTNY/TRAFFIC ENG-UPDATE ORD 484.03
 - 4. CITY ATTNY-RESOL-"NESLADEK WAY"
 - LIBRARY DIR-REPLACEMENT OF 2 PAGE POSTIONS(13-15 HRS)
 - 6. PW DIR-RECOMMEND DISPOSAL OF ONE 1989 FORD L8000 DUMP TRUCK
 - PW DIR-RECOMMEND TO APPROVE PURCHASE OF A STATE BID DUMP TRUCK

- 8. PW DIR-RECOMMEND TO AWARD BID FOR REPLACEMENT OF MASTER METER VAULT REG TRANSMISSION OF WATER TO BERWYN FROM CHICAGO
- 9. PW. DIR-2011 LANDSCAPE MAINTENANCE REQ TO EXTEND CONTRACTS
- 10. PW DIR-RECOMMEND TO APPROVE PURCHASE OF BOBCAT 750 FROM ST. BID
- (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.
 - BUDGET CHAIR-PAYROLL-3/2/11-\$973,203.49
 - BUDGET CHAIR-PAYABLES-3/8/11-\$1,312,762.08
 - BLDG DIR-BLDG PERMITS ISSUED IN FEBRUARY 2011
 - 4. BOYAJIAN-HANDICAP SIGN-V. RAZO CAMPOS-3308 HARVEY-DENY
 - BOYAJIAN-HANDICAP SIGN-Y. GARCIA-3032 CLRENCE-APPROVE
 - 6. ST. ODILO-ST. JOSEPH'S DAY PROCESSION-3/19/11
 - 7. COMBINED VETERANS OF BERWYN-2011 ANNUAL EVENTS

ITEMS SUBMITTED ON TIME 23

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

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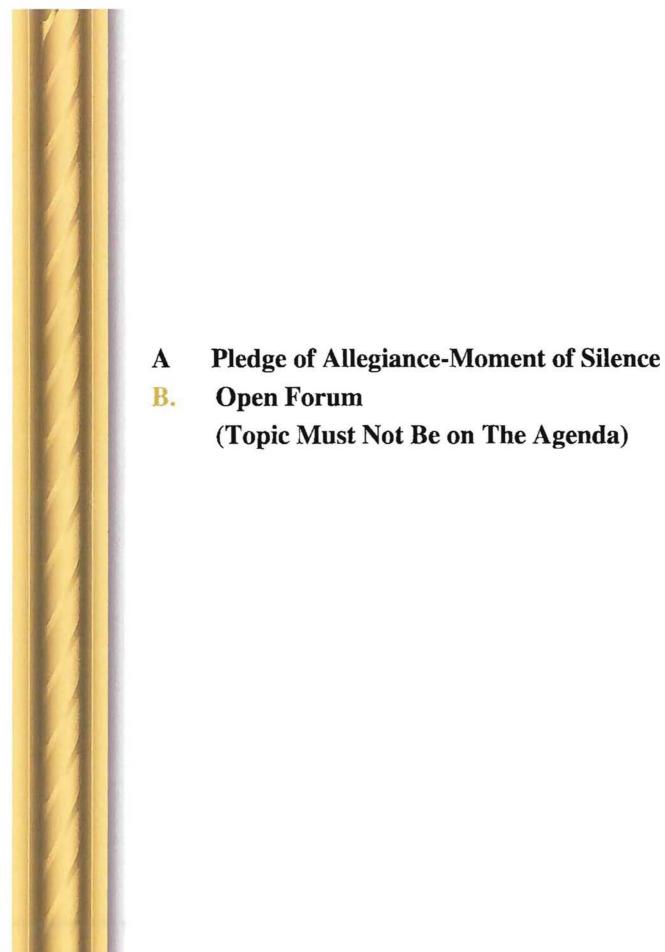
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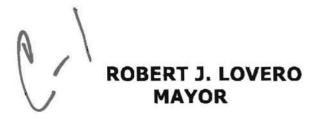
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C. Presentation of Previous **Meeting Minutes for Approval**



THOMAS J. PAVLIK CITY CLERK

MINUTES BERWYN CITY COUNCIL FEBRUARY 22, 2011

- I. 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, Polashek, Laureto. Absent: Avila. Thereafter, Boyajian made a motion, seconded by Chapman, to excuse Alderman Avila. The motion carried by a voice vote.
- The Pledge of Allegiance was recited and a moment of silence was observed the deceased Kathleen "Kate" Couris, Mother-In-law of Police Sergeant Ramon Ortiz, and for the men and women on the streets of Berwyn protecting our safety.
- 3. The Open Forum portion of the meeting was announced. There being no members of the public wishing to speak, the Mayor spoke and again thanked the Public Works Department and the Public Works Director, the Police, Fire for all city services provided during the recent snow storm and especially Anthony Laureto, who volunteered his services implementing the NIMS Command Center. The Mayor also reported that the City incurred an additional \$400,000 in spending for the storm and that the city has applied to FEMA for assistance. The Mayor once again thanked all the residents for their patience during the cleanup.
- 4. The minutes of the regular Berwyn City Council meeting, and the Committee of the Whole, for February 8, 2011 were submitted. Thereafter, Boyajian, made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a voice vote.
- 5. The Berwyn Development Corporation submitted a communication regarding the 2011 Seasonal Planting and Upkeep, contract award with the recommendation to award the contract to the lowest qualified bidder, McAdams Landscaping at a bid price of \$38,759.28. Thereafter, Chapman made a motion, seconded by Boyajlan, to concur and approve as submitted for payment. The motion carried by the following roll call: Yeas: Chapman, Boyajian, Paul, Skryd, Santoy, Laureto. Nays: Polashek
- The Mayor submitted a Proclamation for Christian W. Flasza, Eagle Scout Award, proclaiming March 6, 2011 as a Day in his honor. Thereafter, Skryd

TO THE CODIFIED ORDINANCES TO THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

- 14. The City Administrator submitted a communication regarding the Berwyn Public Library, Elevator Replacement Engineering Services Contract. Thereafter, Chapman made a motion, seconded by Boyajian, to concur. The motion carried by a unanimous roll call vote.
- 15. The Finance Director submitted a communication regarding the 2011 with Appropriation Ordinance along an ordinance entitled: THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS FOR FISCAL YEAR 2011 Thereafter, Chapman made a motion, seconded by Polashek, to concur and adopt the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call vote Yeas: Chapman, Boyaffan, Skryd, Santoy, Polashek, Laureto. Nays: Paul.
- 16. The Finance Director submitted a communication regarding American Express Commercial Account Program. Thereafter, Chapman made a motion, seconded by Skryd, to concur and grant permission. The motion carried by a unanimous roll call vote.
- 17. The Assistant Fire Chief submitted a communication regarding Asbestos Inspection for 6619 16th Street and garage, and 1539 Clarence. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted and to authorize the Berwyn Fire Department to enter into an agreement with JMS Environmental Associates, LTD to conduct a pre-inspection for asbestos. The motion carried by a unanimous roll call vote.
- 18. The City Engineer submitted a communication regarding the Library Air Conditioning Chiller Replacement, Energy Efficient & Conservation Block Grant Program with the recommendation to award the contract to International Piping Systems, Inc. of Schaumburg in the amount not to exceed \$183,500. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.

made a motion, seconded by Chapman, to concur and adopt the proclamation as presented with congratulations. Thereafter, the Mayor presented the proclamation to Christian Flasza. The motion carried by a voice vote.

- 7. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item I-6. The motion carried by a voice vote. Item I-6 is a communication from the Fire and Police Commissioners regarding the promotion of John O'Halloran and Ramon Ortiz to Sergeant. Thereafter, Chapman made a motion, seconded by Boyajian, to concur in the recommendation for promotion. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the oath of office to Sergeants O'Halloran and Ortiz.
- 8. Alderman Santoy submitted a communication regarding Cuyler Park/North Berwyn Park District/KaBoom! After discussion, Santoy made a motion, seconded by Skryd, to concur and authorize the Mayor to sign an attached Letter of Permission. The motion carried by a voice vote.
- Alderman Santoy submitted a communication regarding the Small Business Utilization Program. Thereafter, Santoy made a motion, seconded by Skryd, to refer the matter to the Business License and Taxation Committee. The motion carried by a voice vote.
- 10. Alderman Skryd submitted a communication regarding a Left Turn Arrow Signal located at Ogden and Ridgeland for East Bound Traffic. After, discussion, Skryd made a motion, seconded by Polashek, to refer the matter to the resident alderman and traffic engineer to conduct a study. The motion carried by a voice vote.
- 11. Alderman Skryd submitted a communication regarding South Bound Harlem Avenue Signage Placement on West Bound 26th Street. Thereafter, Skryd made a motion, seconded by Santoy, to refer the matter to the resident alderman and traffic engineer for study and report. The motion carried by a voice vote.
- Alderman Skryd submitted a communication regarding an 8K Run for Fun.
 Thereafter, Skryd made a motion, seconded by Polashek, to withdraw the
 matter. The motion carried by a voice vote.
- 13. The City Attorney submitted a communication along with an ordinance entitled:
 - AN ORDINANCE ESTABLISHING A FEE FOR BAIL BOND ADMINISTRATION BY AMENDING CHAPTER 801 BY ADDING 801.16

- 19 The Traffic Engineer submitted a communication regarding Additional parking signage for Vacín Fairway and Cermak Road Projects. Thereafter, Chapman a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
- 20. The Traffic Engineer submitted a communication regarding Business Reserved Permit Parking along with 3 updated ordinances for sections 480.05, 480.07, and 484.03. Thereafter, Paul made a motion, seconded by Boyajian, to defer the matter for two (2) weeks. The motion carried by a voice vote.
- 21. The Traffic Engineer submitted communication regarding Parking Revisions for 1400 Oak Park Avenue with an ordinance entitled:

AN ORDINANCE ESTABLISHING RESIDENT ONLY PARKING ON OAK PARK AVENUE AND AMENDING CHAPTER 484 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN

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

22. The City Attorney and Traffic Engineer submitted communication with an attached ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 480 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN REGARDING PROHIBITED PARKING

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

- 23. The Police Department, Division Commander submitted a communication regarding Emergency Notification System. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and authorize permission to enter into an agreement with Global Connect. The motion carried by a unanimous roll call vote.
- 24. The Consent Agenda K-1 through K-6 was submitted:
 - K-1-Budget Chair, payroll for February 16, 2011, \$1,726,273.69
 - K-2-Budget Chair, payables for February 22, 2011, \$1,142,615.17
 - K-3-Boyajian, handicap sign, C. Garant, 3615 Elmwood, Approve
 - K-4-Polashek, handicap sign, G. Alvarez, 1834 Gunderson, Deny
 - K-5-Polashek, handicap sign, S. Moreno, 1626 Scoville, Deny
 - K-6-Skryd, handicap sign, D. Martell, 2509 Elmwood, Approve

Thereafter, Skryd made a motion, seconded by Chapman, to concur and approve by Omnibus Vote Designation. The motion carried by a voice vote.

- 25. Alderman Paul called a Parking and Traffic Committee meeting for Monday, February 28, 2011 at 5:00 p.m.
- Alderman Skryd called an Administration Committee meeting for Monday, March 21, 2011 at 5:00 p.m.
- 27. Alderman Santoy called a Business License and Taxation Committee meeting for Thursday, March 10, 2011 at 4:00 p.m.
- 28. There being no further business to come before the meeting, same was, after a motion by Laureto, seconded by Polashek, to adjourn at the hour of 8:30 p.m. The motion carried by a voice vote.

Respectfully submitted,

Thomas J. Pavlik, CMC

City Clerk

COMMITTEE OF THE WHOLE FEBRUARY 22, 2011

- 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, Boyajian, Paul Polashek, Laureto. Absent: Skryd, Santoy, Avila. The Mayor noted that Alderman Avila was absent with notice and would not be in attendance this evening.
- 2. Boyajian made a motion, seconded by Chapman, to excuse Aldermen Skryd, Santoy, and Avila. The motion carried by a voice vote.
- 3. Presentation-Municipal Bond(Lloyd's of London) and Parille Builders. The Mayor Introduced Anthony Parille, of Parille Builders, Robert Fields of Lloyd's of London, and Mark Han, Attorney for FFIC. The Mayor explained that the representatives were in town and available to give a presentation for any future needs for a Capital project, i.e. a need for a new Fire House. Mark Han gave a presentation of services provided and the financial options to the City, Alderman Skryd present at 6:13 p.m.

which included providing a short term construction loan and or a short term loan with Bond Issues. The Mayor then asked for a hard copy of the Power-point Presentation given tonight. Mr. Han said that he would provide same. The Mayor explained that we have several Bond Issues already and would like to have a Bond Issue without raising the debt and or taxes and asked if they can do an analysis of the City's finances and present options to the City, Mr. Han answered, yes. The Mayor explained that we have nothing currently on the forefront, but would like to have options to possibly tackle a major project in the next year to a year in a half.

- 4. Item J-4 on the Council Agenda-American Express, Commercial Account Program. The Mayor referred to Finance Director, John Wysocki, who introduced Andrea Randall, an American Express representative, who was there to answer any questions.
 - Alderman Paul questioned the rewards and financial controls regarding the American Express checks and how they are accounted for. The representative stated, with monthly statements and noted that the reward points can be accumulated and redeemed at the end of the year.
 - Alderman Paul questioned what the rate of percentage rate would be if the payment was not made on time. The representative explained that safeguards may be put into place to prevent this from happening, and this may be set up ahead of time with direct draw from the accounts.

Committee of the Whole February 22, 2011

Wysocki explained that the City of Chicago and Waste Management, the two invoices that this American Express Account will handle, already have late fees in place and explained that we have never incurred a late fee for either.

- Alderman Polashek questioned, how much can we anticipate earning for a year? Ms. Randali answered, approximately, \$39,000 a year by using this program.
- 5. The Mayor asked for a motion to go into closed session for personnel, pending litigation, real estate, and land acquisition. Thereafter, Boyajian made a motion, seconded by Skryd, to close the Committee of the Whole at 6:36 p.m. The motion carried by a voice vote.
- 6. The Mayor asked for a motion to reopen the Committee of the Whole. Thereafter, Polashek made a motion, seconded by Skryd, to reopen the Committee of the Whole at 7:47 p.m. The motion carried by a voice vote.
- 7. Polashek made a motion, seconded by Skryd, to adjourn the Committee of the Whole at the hour of 7:47 p.m. The motion carried by a voice vote.

Respectfully submitted,

homas J. Pavlik, CMC

dity Clerk

MINUTES

PUBLIC HEARING CITY OF BERWYN 2011 TENTATIVE BUDGET & APPROPRIATION ORDINANCE FEBRUARY 22, 2011

- The Public Hearing was called to order at 5:45 p.m. Those in attendance: Chapman, Paul, Laureto, Mayor Lovero, Clerk Pavlik, Treasurer Kroc, Attorney Bertuca, and Finance Director Wysocki.
- Clerk Pavlik read the legal notice into record and provided certification of publication.
- The Mayor introduced Finance Director, John Wysocki who presented the 2011
 Tentative Budget and Appropriation Ordinance and gave a brief overview of the
 Budget process as well.
- 4. The Mayor asked for comments and or questions from the aldermen.
 - Alderman Chapman said that she had no questions, but stated that the City's Finance Department and Administration, along with the Budget Committee worked hard on this and that the City is presenting a solid Budget.
 - Alderman Paul questioned utility item on page 20 and asked what this was comprised of. Wysocki answered, basically this is the Water Fund and annual depreciation of Capital Assets i.e. Water Pumping Station Alderman Boyajian present at 5:50 p.m.
 - Alderman Paul also questioned the 2010 Budget and General Governmental increases before the end of the year. Wysocki answered, an ordinance for Budget Adjustment was presented and passed this past December, reallocating funds from other line items with no net increase in the Budget.
 - Alderman Boyajian had no questions, but stated that he was a part of the Budget Committee process and thanked all those who worked hard on putting this together.
 - Alderman Laureto had no questions and thanked the Budget Committee for all their hard work and stated that she had all of her questions answered by Alderman Chapman, Budget Chairman along the way.
- 5. The Mayor asked if there were any questions and or comments from the public. There being none, the Public Hearing was adjourned at the hour of 5:56 p.m.

Respectfully submitted,

Thomas J/ Pavlik, CMC

City Clerk

D. Bid Openings Tabulations

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



March 3, 2011

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

Re: TIF Application - Dunkin Donuts/Baskin Robbins, 6601 W. Cermak Road

Dear Mayor and City Council,

The applicant is requesting TIF funds for redevelopment work at their existing commercial space. The proposed work is to update their commercial space, which was the first Dunkin Donuts in Chicagoland over 40 years ago. The TIF scope of work includes, but not limited to, demolition, site work, carpentry, doors, windows, finishes, plumbing, electrical, and fire alarm. The applicants submitted a Tier II 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 estimated at \$212,636.13 of which \$105,340 qualify as eligible TIF costs.

The application meets the procedural requirements of the Berwyn TIF application which was reviewed by Berwyn Development Corporation's (BDC) staff and then processed for consideration by the respective TIF committee. A revenue forecast shows that the business would produce \$96,761 in total tax revenue over the next five years at the local level.

The BDC Board of Directors and Cermak/Roosevelt TIF Committee have both agreed to recommend approval of the below specified TIF monies regarding Dunkin Donuts' TIF eligible project costs with a condition that the City's traffic engineer evaluate and recommend any needed improvements for ingress/egress. Based on this information, the City Council is being asked to consider TIF monies to pay only the eligible costs associated with this project up to a maximum of \$55,000 plus 50% of costs associated with improvements to the parking and drive thru as outlined by the City's Traffic Engineer.

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 the City Council, Dunkin Donuts can commence work on their project and contribute to the revitalization efforts taking place on Cermak Road.

Respectfully submitted for your consideration,

Anthony Griffin

Nicole Campbell's Dunkin Donuts Review

Cermak Road Driveway

- 2 way
- Access for Airetite and Dunkin Donuts

East Ave Driveway

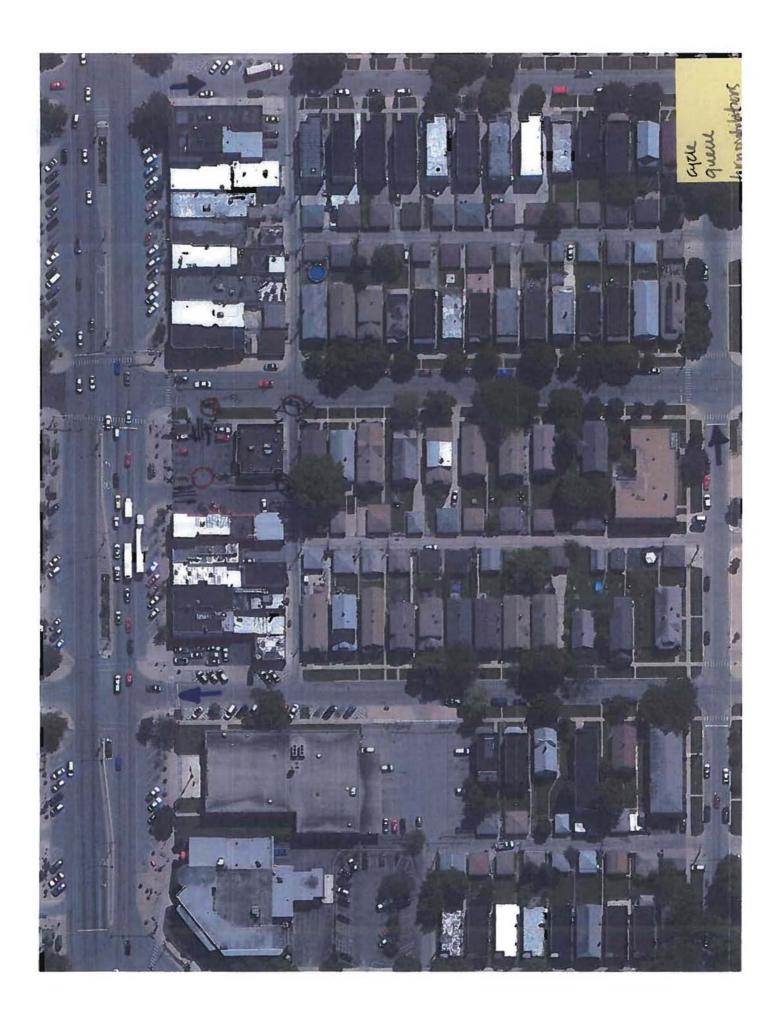
- No left turn sign to remain
- 2 way
- Access to 90 degree parking and drive thru

15 minute count during peak hour

- 13 turn left out of alley (against sign)
- 4 through alley going east (2 blocks down to access Cermak)
- 2 turn right out of drive thru (against sign)

Poor drive thru design and limitations due to landscape medians

- 1) Provide easier exits
 - a. remove no left turn at alley
 - i. stacking at Cermak and East light may only be an issue 2 out of 24 hours
 - b. remove the no right at drive thru
 - i. much of alley is commercial in nature
 - ii. adds another access route to Cermak
- 2) Increase safety as best as possible for all users (see map "x")
 - a. Remove slow children playing sign and install 15mph speed limit
 - i. Speed limit signs are enforceable
 - Detectable warnings are suggested at both driveways and alley
 - 9 newspaper boxes limit visibility and sidewalk width at north driveway
 - i. Relocate
 - d. Hedge at alley blocks sight distance
 - i. Trim
 - e. Cars park too close to alley opening exiting vehicles have to make a wide right turn
 - Yellow curb/no parking here to alley 5ft
 - f. Pothole in parkway at alley opening for turning vehicles (further suggests no left turn sign is not followed)
 - i. Repair pothole
 - g. Double yellow, arrows, and lane striping in parking lot (see map)





March 3, 2011

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

Re: Model Communities Grant

Dear Mayor and City Council,

The Cook County Department of Public Health (CCDPH) and the Public Health Institute of Metropolitan Chicago received \$4 million in stimulus grant funding for local efforts to combat obesity in suburban Cook County. The money was turned into a grant initiative called Model Communities. The Model Communities program is aimed at transforming communities to make it easier for individuals and families to live healthy, active lives. Specifically, the goal of this funding is to make local-level policy, system and environmental changes in both community and school settings that lead to increased access to healthy foods, less availability of unhealthy foods, and more safe places to be physically active.

The City of Berwyn applied and was awarded \$140,000 to perform four distinct areas of policy and environmental change: a non-motorized transportation plan, school travel plans, a complete streets policy, and safe park zones. The non-motorized plan will map walking and biking routes throughout the City. The school travel plans will map safe walking and biking routes to Berwyn's schools. The complete streets policy will guide future road development by incorporating all forms of transportation. Safe park zones are similar to school zones and will make our parks safer. The funding is reimbursable with no actual costs to the City. Several organizations were involved with the application process including School District 100, North Berwyn Park District, Berwyn Park District, Berwyn Township Health Department, Berwyn Development Corporation, MacNeal Hospital and the City of Berwyn.

The above plans and policies will open up several more funding opportunities for the schools and the City, including Safe Routes to Schools and CMAQ. City Traffic Engineer, Nicole Campbell, and Kurtis Pozsgay of the BDC will manage the project.

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



With the consent of City Council, Mayor Lovero can sign off on the attached contract to receive the awarded money and help make Berwyn a safer and healthier community.

Respectfully submitted for your consideration,

Kurtis Pozsgay

2/ 12

HC: 1/24/2011

AGREEMENT BETWEEN PUBLIC HEALTH INSTITUTE OF METROPOLITAN CHICAGO AND CITY OF BERWYN

THIS AGREEMENT is made and entered into this 25 day of January, 2011 ("Commencement Date"), by and between the Public Health Institute of Metropolitan Chicago, an Illinois Not for Profit Corporation ("PHIMC" or "Corporation") and City of Berwyn, a governmental entity, ("Subgrantee") (collectively the "Parties").

This project is supported by the Notice of Award Cooperative Agreement prepared by the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services ("HHS") issued on March 18, 2010 and amendments thereto under Grant No. 1U58DP00263-01, CFDA No. 93.272-Category A: Communities Putting Prevention to Work ("Notice of Award") and is awarded under the American Recovery and Reinvestment Act of 2009 ("ARRA"), CDC-RFA-DP09-912ARRA09 (collectively referred to as the "Grant").

1. Definitions and Interpretation

All capitalized terms will be defined depending on the type of services agreed upon by the Parties to the Agreement.

- a. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- b. All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- c. Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- d. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- e. Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- f. All references to a number of days mean calendar days, unless expressly indicated otherwise.

2. Terms of Subgrant

In order to address such public health concerns, PHIMC agrees to award Subgrantee a Subgrant in the amount of One Hundred Forty Thousand and No/100ths Dollars (\$140,000.00) between the period of February 1, 2011 and February 28, 2012 and in accordance with the following terms and conditions (hereinafter "Subgrant"):

a. <u>Incorporation</u>. This Grant being awarded under ARRA, incorporates ARRA laws, the HHS Policy and the Notice of Award.

- b. <u>Project Work Plan</u>. Subgrantee must submit a project work plan in a form and format acceptable to PHIMC and the Cook County Department of Public Health ("CCDPH") by March 4, 2011.
- c. <u>Subgrant Meetings, Trainings and Technical Assistance</u>. Subgrantee will make best effort to attend all related meetings convened by PHIMC and/or CCDPH. Further, Subgrantee will make best effort to participate in all related trainings, site visits, management review, quality assurance, evaluation activities and technical assistance activities as required by PHIMC and/or CCDPH.
- d. <u>Project Staffing</u>. Subgrantee must provide job descriptions of all staff involved in Subgrant activities upon request by PHIMC and/or CCDPH. Any changes in staff should be reported to PHIMC and CCDPH within ten (10) days of occurrence.
- e. Basis of Payment. Subgrantee will be compensated on a reimbursement basis.
- f. Method of Payment. Subgrantee should make every reasonable attempt to submit electronic invoices to PHIMC on a monthly basis, but no later than the last business day of each month. Invoices must be submitted electronically, where available, and with an authorization signature. PHIMC will process payment within thirty (30) days after receipt of invoices and all supporting documentation necessary for PHIMC to verify the Services provided under this Agreement.
- g. Grant Budget. The Parties shall jointly develop a detailed grant budget that is based upon and consistent with the federal funds awarded under the Grant. The Subgrantee will bear the cost for any expenditures made by them in excess of the grant budget. If there are funds remaining after all Subgrantee costs are reimbursed, the Parties shall reach agreement on the use of the remaining funds.
- Funding. Subgrantee acknowledges that the Subgrant is sourced by federal funds made available to PHIMC as fiscal agent for the CCDPH under the Notice of Award, Grant No. 1U58DP002623-01. Subgrantee understands that in order to receive the Subgrant it must at all times comply with the terms of this Agreement and Federal law pursuant to the Notice of Award.
- Reports. Subgrantee shall submit monthly, quarterly and final reports to the Public Health Institute of Metropolitan Chicago, 180 North Michigan Avenue, Suite 1200 Chicago, IL 60610. Each report should include such detail and within certain time periods as set forth and described in Exhibit A.

3. Scope of Services

Subgrantee shall perform those Services as set forth and described in Exhibit A attached hereto (the "Services"). Subgrantee shall perform such Services in compliance with the Standards of Performance set forth in Section 4 below. If the Services include provision of deliverables, they will be defined and referenced in Exhibit A, and meet the requirements therein and of Section 5 of this Agreement.

4. Standard of Performance

Subgrantee must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a subgrantee performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Subgrantee acknowledges that it may be entrusted with or has access to valuable and confidential information and records of PHIMC and with respect to that information, Subgrantee agrees to be held to the standard of care of a fiduciary with respect to such information.

Subgrantee must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, certified and accredited, if required by law. Subgrantee must provide PHIMC with copies of any such licenses. Subgrantee remains responsible for the professional and technical accuracy of all Services or deliverables furnished, whether by Subgrantee or its subcontractors or others on its behalf. All deliverables must be prepared in a form and content satisfactory to PHIMC and delivered in a timely manner consistent with the requirements of this Agreement.

5. Deliverables

In carrying out its Services, Subgrantee must prepare or provide to PHIMC various deliverables. "Deliverables" include those items defined and referenced in Exhibit A.

PHIMC may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which PHIMC made this Agreement or for which PHIMC intends to use the Deliverables. If PHIMC determines that Subgrantee has failed to comply with the foregoing standards, it has thirty (30) days from the discovery to notify Subgrantee of its failure. If Subgrantee does not correct the failure, if it is possible to do so, within thirty (30) days after receipt of notice from PHIMC specifying the failure, then PHIMC, by written notice, may treat the failure as a breach of this Agreement.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by PHIMC. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Subgrantee of its commitments under this Agreement.

6. Payment to Employees and Contractors

Subgrantee shall be responsible for the payment of all compensation payable to its employees and independent contractors, including all applicable vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, life, or disability insurance, or any other employee benefits of any kind or nature. Subgrantee agrees to indemnify and save PHIMC harmless from any and all claims as a result of Subgrantee's failure to make any such payments for its employees and contractors.

7. Relationship of the Parties

The Services of Subgrantee and the individuals it supplies are those of an independent contractor. The sole interest and responsibility of PHIMC is to assure that the Services provided shall be performed and rendered in a competent, efficient and satisfactory manner and pursuant to the terms of this Agreement.

a. <u>Independent Contractor</u>. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Subgrantee and PHIMC. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Subgrantee must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of PHIMC.

This Agreement is between PHIMC and Subgrantee as an independent contractor and, if Subgrantee is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- PHIMC will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Subgrantee performing the Services required under this Agreement.
- ii. Subgrantee is not entitled to membership in PHIMC's Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payroll of PHIMC.
- iii. PHIMC is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Subgrantee.

8. Reserved

9. Performance Reviews

With adequate notice and at a mutually agreed upon time, PHIMC may conduct a post performance review of the Subgrantee's performance under the Agreement. The results of this review may be shared with CCDPH. The Subgrantee shall cooperate with this review, which may require that Subgrantee provide records of its performance and billing. Subgrantee shall provide any required information within forty-five (45) days of PHIMC's request. This post performance review may be used by PHIMC or CCDPH in determining whether to enter into other contractual relationships with the Subgrantee.

10. Term and Termination

- a. The term of this Agreement shall commence on the Commencement Date and shall continue until the Services are fully performed as acknowledged by Subgrantee, unless earlier terminated as provided below.
- b. <u>Termination Without Cause</u>. PHIMC or Subgrantee may terminate this Agreement without cause upon at least forty-five (45) days prior written notice. PHIMC agrees to reimburse Subgrantee for all reasonable and allowable cost incurred prior to the effective date of the termination.

c. Termination For Cause.

- i. PHIMC may terminate this Agreement for cause by written notice to Subgrantee upon or after the occurrence of any of the following events:
 - (1) any breach of confidentiality;
 - any criminal or fraudulent act or omission of Subgrantee with respect to PHIMC or arising out this Agreement; or
 - (3) any other material breach of this Agreement by Subgrantee, but only if such breach remains uncured for thirty (30) days after written notice by PHIMC of such breach
- ii. Subgrantee may terminate this Agreement for cause by written notice to PHIMC upon any material breach of this Agreement by Subgrantee, but only if such breach remains uncured for thirty (30) days after written notice by Subgrantee of such breach. If such

breach remains uncured for thirty (30) days after written notice, PHIMC may stop further Subgrant reimbursement unless prohibited by Notice of Award.

- d. <u>Automatic Termination</u>. The dissolution of Subgrantee or (if Subgrantee is an entity), unless such dissolution is administrative dissolution and the dissolved Corporation is reinstated within thirty (30) days, or the death of Subgrantee (if Subgrantee is an individual).
- e. Early Termination. In addition to termination under the previous sections of this Agreement, PHIMC may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from PHIMC to Subgrantee, if PHIMC's status as a fiscal agent for CCDPH with respect to the Notice of Award, Grant is terminated for any reason. PHIMC will give notice to Subgrantee of such termination in accordance with the provisions of this Agreement. The effective date of termination will be the date the notice is received by Subgrantee or the date stated in the notice, whichever is later. PHIMC agrees to reimburse Subgrantee for all reasonable and allowable cost incurred prior to the effective date of the termination. If PHIMC elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to PHIMC effective thirty (30) days after the date the notice is given or upon the effective date stated in the notice, whichever is later.

After the notice is received, Subgrantee must restrict its activities, and those of its subcontractors (if any), to winding down any reports, analyses, or other activities previously begun. PHIMC agrees to reimburse Subgrantee for all reasonable and allowable cost incurred prior to the effective date of the termination.

However, Subgrantee shall be paid for any Services actually and satisfactorily performed before the effective date of the termination. No amount of the Subgrant, however, is permitted for anticipated profits on unperformed Services.

Subgrantee must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against PHIMC arising from termination of subcontracts after the early termination. Subgrantee will not be entitled to make any early termination claims against PHIMC resulting from any subcontractor's claims against Subgrantee or PHIMC to the extent inconsistent with this provision.

f. Continuing Obligations Remain in Effect. If this Agreement is terminated or expires for any reason whatsoever, whether with or without cause or otherwise, the continuing obligations of Subgrantee as set forth in Sections 12, 13, and 15, hereof shall remain in full force and effect in accordance with their terms, and shall be enforceable, against Subgrantee for 2 years after such termination or expiration.

11. Suspension

PHIMC may at any time request that Subgrantee suspend its Services, or any part of them, by giving thirty (30) days prior written notice to Subgrantee. PHIMC agrees to reimburse Subgrantee for all costs incurred prior to the suspension date. Subgrantee reserves the right upon completion of the suspension period to renegotiate the terms of this agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of forty-five (45) days within any one year of this Agreement. If the total number of days of suspension exceeds forty-five (45) days, the parties agree to treat as early termination of this Agreement.

12. Liability

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Subgrantee in the performance of this Agreement shall be the responsibility of the Subgrantee, and not the responsibility of PHIMC, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Subgrantee, any subcontractor directly or indirectly employed by Subgrantee or anyone directly or indirectly employed by the Subgrantee.

In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subgrantee and PHIMC in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Subgrantee and PHIMC in relation to each party's responsibilities under these joint activities.

13. Confidentiality

Subgrantee agrees to keep confidential and not use for itself or disclose to any third party without the other's prior written approval any confidential or proprietary information relating to the other's business, products or services unless required to do so by operation of law or court order. Confidential information shall also include all PHIMC and CCDPH information reasonably or customarily considered to be confidential, proprietary or otherwise sensitive, in whatever form (e.g., without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized, electronic or otherwise) and whether or not it is specifically marked confidential, including without limitation any information concerning or relating to the property, business, customers, systems, personnel and/or affairs of PHIMC and CCDPH, and such information shall remain the sole and exclusive property of PHIMC and CCDPH and PHIMC and CCDPH shall have all right, title and interest therein. Confidential information shall not be deemed to include information that (i) is already in the public domain through no fault of the recipient; or (ii) is lawfully received by the recipient from a third party without restriction and such information was not subject to a confidentiality obligation. The foregoing non-disclosure restriction shall not apply to confidential or proprietary information of the disclosing party solely to the extent it is required to be produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party reasonable notice of such law or order and gives the disclosing party an opportunity to object to and/or attempt to limit The parties' obligations of "Confidentiality" under this Agreement shall survive the such production. termination of this Agreement.

14. Publicity

Subgrantee may post receipt of this agreement on its internal publications and website. Subgrantees shall not conduct any press releases, media campaigns and advertising related to this agreement without the written consent of PHIMC and CCDPH, unless required to do so by law. The content of all press releases, media campaigns and advertising must meet the standards of PHIMC, CCDPH and the Notice of Award. Prior to the issuance or commencement of any press release, media campaign, or advertising related to the Subgrant, PHIMC and CCDPH shall have authority to reject, modify, and/or edit the contents. In the event that either party may wish to use the trademark, name or logo of the other party, any such press release, media campaign, or advertising related to the Subgrant, the party seeking to use such trademark, name or logo shall obtain approval from the other party prior to such use.

15. Audit Retention of Records

Subgrantee and its subcontractors (if any) shall maintain books and records related to performance of this Agreement or subcontract and necessary to support amounts charged to PHIMC in accordance with applicable law, terms, and conditions of this Agreement, and generally accepted accounting practice. Subgrantee shall maintain these books and records for a minimum of seven (7) years after the completion of the Agreement, final payment, or completion of any Agreement audit or litigation, whichever is later. All books and records shall be available for review or audit by PHIMC or its representatives and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Subgrantee agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Subgrantee, or subcontractor, PHIMC shall adjust future or final payments otherwise due. If no payments are due and owing to Subgrantee, or if the overpayment exceeds the amount otherwise due, Subgrantee shall immediately refund all amounts which may be due to PHIMC. Failure to maintain the books and records required by this Section shall establish a presumption in favor of PHIMC for the recovery of any funds paid by PHIMC under the Agreement for which adequate books and records are not available to support the purported disbursement.

16. Responsibility for Agents and Employees

Subgrantee shall remain fully responsible for payment of its employees and subcontractors used and for the negligent acts and omissions of its agents, employees, and subcontractors in their performance of Subgrantee's duties under this Agreement. Subgrantee represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that PHIMC determines that any individual performing services for Subgrantee hereunder is not providing such skilled services, it shall promptly so notify Subgrantee and Subgrantee shall replace that individual.

17. Reserved

18. Ownership of Intellectual Property, Data and Work Product

PHIMC and CCDPH will own the intellectual property and all documents including reports, presentations, data and work product resulting directly from this Agreement. PHIMC and CCDPH grant Subgrantee an irrevocable, non-exclusive right to use, copy and modify all documents including reports, presentations, data and wok product resulting directly from this Agreement.

Subgrantee agrees to provide PHIMC with copies of draft publications and/or presentations related to the Agreement at least thirty (30) calendar days prior to publication or release. Upon written request from PHIMC within fifteen (15) days from receipt of a draft publication, Subgrantee agrees to delay publication or release of such materials for up to an additional fifteen (15) calendar days, but in no event shall Subgrantee delay release of or publication of such materials for a period exceeding forty-five (45) days from submission of such draft to PHIMC.

19. Conflicts of Interest

Subgrantee certifies that it has a written and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research." PHIMC also certifies that to the best of PHIMC's knowledge, all financial disclosures related to the activities funded by this Agreement and required by its conflict of interest policy have been made; and that all identified conflicts of interest under this Agreement will have been satisfactorily managed, reduced or eliminated prior to the expenditures of any funds under this Agreement in accordance with PHIMC's conflict of

interest policy. Conflicts which cannot be satisfactorily managed, reduced or eliminated must be disclosed by PHIMC's administrator.

No U.S. federal government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.

If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with this U.S. Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

20. Tax Compliance

Subgrantee shall be in compliance with applicable business and related tax requirements and shall be current in payment of such taxes.

21. <u>Certifications</u>

Subgrantee certifies its compliance or agreement to comply with the following legal requirements, and that-it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

- a. Non-Discrimination--Federal Requirements. Subgrantee, its employees and subcontractors, agree to comply with applicable provisions of the U.S. Civil Rights Act, 42 U.S.C. § 1971 et seq. (1988), Section 504 of the Federal Rehabilitation Act 29 U.S.C. § 794 et seq. (1973), and rules applicable to each. The Americans with-Disabilities Act 42 U.S.C. § 12101 et seq. (1990) and rules (28 C.F.R. 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the Subgrantee certifies that Services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.
- b. Equal Employment Opportunities--Affirmative Action/Sexual Harassment (775 ILCS 5/2-105).

Subgrantee shall maintain a policy or policies stating that it will:

 Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

- ii. Comply with the procedures and requirements of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.
- iii. Provide such information, with respect to its employees and applicants for employment, and
- iv. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) its internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Human Rights Commission; (vi) directions on how to contact the Commission; and (vii) protection against retaliation as provided by 755 ILCS 5/6-101 of the Illinois Human Rights Act. A copy of Subgrantee's policies shall be provided to PHIMC upon request.
- c. <u>775 ILCS 10/0.01 et seq</u>. Subgrantee will comply with the Public's Work Employment Discrimination Act at all times during the provision of services hereunder.
- d. Compliance with Notice of Award. Subgrantee's use of funds under this Agreement is subject to the directives of and full compliance with the terms and conditions referenced in the Notice of Award as applicable. Subgrantee must also observe and comply with all applicable state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement. Subgrantee must pay all taxes and obtain all licenses, certificates and other authorizations required by them and any of it subcontractors.
- e. <u>No Default</u>. Subgrantee warrants that it is not in default at the time this Agreement is signed, nor has it been considered by the Procurement Officer of CCDPH within five years immediately proceeding the date of this Agreement, to be in default of any contract awarded by CCDPH.
- f. No Violation. Subgrantee is not in violation of the Illinois Criminal Code to the best of its knowledge.
- g. <u>No Payment/Gratuity</u>. Subgrantee has not offered any payment or gratuity, or offer of employment, in connection with the agreement between it and PHIMC, or anyone associated with PHIMC or CCDPH, as an inducement for the award of this or any other contract to Subgrantee.

22. General Terms

- a. Entire Agreement. This Agreement, such schedules, appendices and other attachments as may be attached from time to time, and, except to the extent of any conflict with the terms of this Agreement or the related schedules and appendices and/or attachments, constitute the complete and exclusive understanding of the Parties with reference to the subject matter hereof, and supersede all prior sales proposals, negotiations, agreements and other representations or communications, whether oral or written.
- b. <u>Waiver/Severability</u>. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver

shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the parties will substitute a new enforceable provision of like economic and legal intent and effect

- c. <u>Assignment</u>. This Agreement may not be assigned in whole or in part by Subgrantee or PHIMC without the prior written consent of the other, except that this Agreement may be assigned by PHIMC to CCDPH at any time, assuming CCDPH consents to or requires such assignment. Any assignment shall not relieve either party of its obligations.
- d. <u>Headings</u>. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any other purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- e. <u>Force Majeure</u>. No party shall be in breach of this Agreement if the performance of its duties under this Agreement was prevented by a strike, war, Act of God or other similar event beyond the control of such party, and the affected party shall be given additional time to perform equal to the delay caused directly by the cause referenced in this paragraph, provided diligence is used to minimize the delay that PHIMC's payment obligations shall be suspended to the extent and for the duration of any Subgrantee's service failure or disruption hereunder, and provided further that either party may terminate the Agreement in the event such delay continues for more than forty-five (45) days.
- f. Notice. All notices, demands, requests or other communications required or permitted under this Agreement or by law shall be in writing and deemed duly served on and given (i) when delivered either personally or by a commercial overnight carrier, with written verification of receipt; (ii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iii) upon delivery by fax, provided a confirmation copy is also sent by United States mail or e-mail. Such notices shall be in writing and delivered to the address set forth below, or to such other notice address as the other Party has provided by written notice pursuant to this provision.

To Subgrantee: City of Berwyn

6700 26th Street

Berwyn, Illinois 60402

To PHIMC: 180 North Michigan Avenue

Suite 1200

Chicago, IL 60601 Fax: 312-629-5251

Attn: Patrick Lenihan, Ph.D.

Executive Director

With a Required Copy to: Roy M. Bossen

Hinshaw & Culbertson LLP 222 North LaSalle Street

Suite 300

Chicago, IL 60601 Fax: 312-704-3001

rbossen@hinshawlaw.com

- g. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts by the parties hereto and delivered in person or by facsimile transmission, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.
- h. Governing Law. This Agreement will be governed by the laws of the State of Illinois, without giving effect to the conflict of law provisions thereof. Subgrantee irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. In the event disputes are governed by arbitration, Subgrantee agrees to submit to arbitration in the County of Cook, State of Illinois, at a location to be determined by PHIMC.
- i. <u>Injunctive Relief.</u> The parties acknowledge that if either party fails to comply with the confidentiality and intellectual property-related provisions hereof, the other party may suffer irreparable harm for which there may be no adequate remedy at law. Accordingly, if either party fails to comply with any provisions of the said sections, then the other party will be entitled immediately to injunctive relief or any other appropriate equitable remedy. Further, if such failure continues for thirty (30) days after the receipt of notice thereof from the other party, then the other party shall also have all the rights available to it, subject to the limitations contained in this Agreement.
- j. <u>Amendment</u>. This Agreement and its Attachments and/or Exhibits can be modified only in a written amendment signed by the Parties.
- k. Third Party Beneficiary. CCDPH is a third party beneficiary of all of the rights devolving to PHIMC pursuant to this Agreement. A copy of this Agreement shall be submitted to Ms. Jessica Pipersburgh, Counsel for CCDPH. Selection of the Subgrantee under this Agreement may be subject to the approval of CCDPH. By signing this agreement, PHIMC certifies that they have secured all approvals as outlined in this section.
- 1. Compliance With All Laws Generally.
 - i. Subgrantee must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement and Subgrantee must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Subgrantee must require all subcontractors to do so, also. At PHIMC's request, Subgrantee must incorporate into this Agreement, by reference or by setting forth at length, at the option of PHIMC, all statutes, rules and regulations that may now or later be required to be included by any federal, state or local agency.

- ii. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.
- m. Non-Liability of Public Officials. Subgrantee must not charge any official, employee or agent of CCDPH personally with any liability or expenses of defense, or hold any official, employee or agent of Cook County personally liable to them under any term or provision of this Agreement, or because of Cook County's execution, attempted execution or breach of its Agreement with PHIMC.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

CITY OF BERWYN

PUBLIC HEALTH INSTITUTE OF METROPOLITAN CHICAGO

me: Patrick Lenihan, Ph.D.
cutive Director

EXHIBIT A

SUBGRANTEE SERVICES TO BE PERFORMED

Subgrantee: City of Berwyn

Subgrantee shall perform the following Services between the period of February 1, 2011 and February 28, 2012, in addition to all other duties of Subgrantee, pursuant to the Subgrantee Agreement by and between PHIMC and Subgrantee:

- Subgrantee shall solidify work plan based on the selected PSE change strategy or strategies outlining populations
 targeted and specific implementation steps. Note: Award recipients that are school systems will be required to
 conduct the Healthy Schools Builder® (a tool that helps schools identify their status as a healthy school and
 develop a customized action plan to make positive and healthy changes).
- Subgrantee shall participate in required grants administration meetings including but not limited to: conference
 calls/webinars, monthly meetings with assigned coordinator, as well as initial assessment, mid-year, and end- of year project site visit.
- Subgrantee shall ensure participation of at least two and no more than four representatives at each meeting of the Change Institute (a two-day Kickoff Conference; Mid-Year Meeting; and Closing Meeting, as well as two webinars).
- 4. Subgrantee shall designate a representative(s) to join and participate in the Alliance for Healthy & Active Communities, a CCDPH-sponsored coalition in suburban Cook County.
- 5. Subgrantee shall participate in at least three technical assistance consultations with technical assistance agencies.
- 6. Subgrantee shall participate in Model Communities and Center for Disease and Control Prevention evaluation activities, including but not limited to participation in surveys and in-person interviews; observation of grant related meetings; participation in an enhanced evaluation for selected schools that includes additional survey data collection and data share of student health data; and completion of data collection on hours and funds spent on grant activities (i.e. the Cost Study).
- 7. Subgrantee shall submit monthly reports and participate in monthly check-ins with designated coordinator. Subgrantee shall submit all monthly reports no later than the last business day of each calendar month.
- 8. Subgrantee shall complete and submit quarterly American Recovery and Reinvestment Act (ARRA) and Cost Study reports including financials on: April 5, 2011, July 5, 2011, October 5, 2011 and January 5, 2012:
- 9. Subgrantee shall submit a final report by February 10, 2012.
- 10. Subgrantee shall submit monthly expense reports for reimbursement by the 15th of the following month.
- Subgrantee is allowed two budget revisions; a final budget and project relinquishment of funds are due January 13, 2012.

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PHIMC Initials	Subgrantee Initials

F. Reports and Communications From The Mayor

G. Reports and Communication From The City Clerk

H. Communications From (Zoning) Board of Appeals

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



Margaret Paul 3rd Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675 www.berwyn-il.gov

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

March 4, 2011

Dear Mayor Lovero and Members of the City Council:

A meeting of the Parking and Traffic Committee was held on February 28, 2011. Committee members in attendance were: Aldermen Laureto and Paul. City Staff attending: Nicole Campbell and Robert Schiller. Alderman Boyajian and Berwyn resident Beverly Pastorek also attended.

The Chair called the meeting to order at 5:30 p.m. Ms. Campbell presented a progress report on the following items placed on the committee's agenda:

- Harvey Highland Cuyler Streets Conversion and Paisan's Traffic
- Proposed Parking Share Program for area churches
- Referral Items

The committee requested that Ms. Campbell give a presentation to the Committee of the Whole on the need for traffic direction changes to the streets in the vicinity of the new Paisan's Pizza which will soon open. The committee will continue to discuss a plan to encourage businesses and churches with private parking lots to offer parking to residents. Referral items were discussed and tabled to the next meeting.

The committee asks that this be accepted as informational only.

Margaret Paul, Chai

Aye: Paul and Laureto

Nay: 0

Absent: Polashek (excused)



Margaret Paul 3rd Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675 www.berwyn-il.gov

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

March 4, 2011

Re: Referral Item #25 Dated 9/28/2010 School District Special Visitor Parking Pass

Dear Mayor Lovero and Members of the City Council:

A meeting of the Parking and Traffic Committee was held on February 28, 2011. Committee members in attendance were: Aldermen Laureto and Paul. City Staff attending: Nicole Campbell and Robert Schiller. Alderman Boyajian and Berwyn resident Beverly Pastorek also attended.

The Chair called the meeting to order at 5:30 p.m. The Committee took up the matter of referral item #25 dated 9/28/2010 School District Special Visitor Parking Pass.

Ms. Campbell presented the final draft of changes discussed previously to section 484.04A of the City of Berwyn Code of Ordinances. A copy of the proposed changes to the ordinance is attached.

Ms. Campbell also presented her comprehensive survey of available parking, both public and private, associated with each school, daycare center and church in Berwyn. The survey also included the number of employees for each school. Additional work is being done to ascertain the number of employees at each church for the purpose of the study.

The committee reviewed drafts of proposed letters to churches, daycare centers and school districts advising them of a change in policy pertaining to section 484.04, a draft application. Copies are attached. The committee thanked Ms. Campbell for her exhaustive review and preparation of material.

By motion of the chair and seconded by Alderman Laureto, the Committee voted to approve the following recommendations:

- That the changes to Ord. 484.04A School District, Church, Daycare and City Employee Parking be adopted.
- That a fee of \$10.00 be assessed for each approved application for parking under this ordinance.
- That the City Council refer the matter to the Legal Department for review and to draft the amendments to ordinance 484.04A.

Voting Aye: Paul and Laureto

Voting Nay: 0

Absent: Ald. Polashek (excused)

By: Margaret Paul Chair



Nicole L. Campbell Traffic Engineer

A Century of Progress with Pride

February 28, 2011

To: Parking and Traffic Committee

From: Nicole Campbell, City Traffic Engineer

Marcia Cohen, Berwyn Police Department

Re: School District, Church, Daycare and City Employee Parking Referral

The Parking and Traffic Committee had referred this item to us based on complaints of duplication, lack of conformity and lack of a uniform city wide system that has led to difficulty in enforcement. In efforts to address these items the current ordinance and internal policies and procedures have been revised.

Parking permits for registered institutions housed in the city will be provided by the parking division upon application and payment. City-owned parking areas (parkways) are listed and will be signed with the days and times permits are in effect. An inventory of these areas is included in the attachments. Schools will be provided with passes based on the number of employees versus the number of private parking spaces on site. Churches and daycares will be surveyed after the passing of the ordinance to determine the number of employees and any special circumstances.

Please review and present any questions and/or comments during the February 28th meeting. Thank you for your time and assistance on this matter.

Sincerely.

Nicole Campbell, Traffic Engineer

Attachments:

484.04A School District, Church, Daycare and City Employee Parking Parking Inventory Parking Division Policies



A Century of Progress with Pride

To: Berwyn School Districts 99 & 100

From: Nicole Campbell, City Traffic Engineer

Marcia Cohen, Parking Department Supervisor

Date:

Re: Changes to Staff Parking Permit Ordinance

In order to establish a staff parking system that is uniform in nature between schools, churches and day care centers, the Berwyn City Council has passed an amended Staff Parking Permit Ordinance, a copy of which is enclosed.

All schools and registered churches and day care centers will be required to purchase parking permits from the City beginning with the next school year. The number of passes available to each individual school will be determined based on the number of employees minus the number of private parking spaces at the school. An additional 5 passes will be given to each school for visitors.

Each person requiring a permit must fill out the enclosed application which provides for basic information about the person and their vehicle. These should be forwarded to the Berwyn Police Department, Parking Division, along with payment for the permits by the school or school district. Permits will then be delivered to the school office.

Individuals will not be able to purchase permits on their own. If someone leaves the school's employ, the permit must be returned to the school. It may be used for another employee if the proper paperwork is provided. If additional personnel are hired, additional permits will be made available to the school.

We will be contacting you in the next few weeks to review the number of employees and number of permits that will be available. Should you have any questions before that, please contact either one of us and we will be happy to assist you.

§ 484.04A SCHOOL DISTRICT, CHURCH, DAYCARE AND CITY EMPLOYEE PARKING.

- (A) Parking Permits may be made available to staff members of School Districts 98 and 100, and churches and daycares registered with the City.
- (B) School, Church or Daycare Parking Permits may be applied for and issued at the Parking Division located in the Police Department.
- (C) Applications for such permits shall include the name, address, telephone number, vehicle information of the applicant and any other such information required by the Parking Division.
- (D) School, Church or Daycare Parking Permits shall be in hangtag form and in colors designated by the Parking Division, shall be numbered and shall state the date of issuance and date of expiration. Such permits shall be displayed from the rearview mirror of the vehicle where they may be visible from the exterior of the vehicles.
- (E) The fee for a School, Church or Daycare Parking Permit shall be \$10.00 a permit per year.
- (F) A school, church or daycare parking permit (parking permit) shall allow the nonresident staff member to park on either side of the street within a one block radius of the institution and allow a resident or non-resident staff member to park within City owned areas designated as staff parking for that institution.
- (G) Parking permits do not supercede parking regulations established by City ordinance or State statute.
- (H) Resident staff members applying for a parking permit must have proof of a valid vehicle sticker.
- (I) Any person or institution who does any of the following shall be fined in accordance with § 484.99. A separate offense shall be deemed committed each day during or on which a violation occurs or continues:
 - (1) Provides false or misleading information to obtain the issuance of a parking permit;
 - (2) Sells, assigns, rents or leases any parking permit, or charges a fee for the use thereof;
 - (3) Duplicates or attempts to duplicate a parking permit;
 - (4) Uses a parking permit not properly issued by the city;
 - (5) Uses a parking permit to avoid the purchase of a resident parking permit (vehicle sticker).
- (J) All parking permits shall expire on July 30 of the year in which they were issued and the color of the parking permit must be changed for each new year.
- (K) The City reserves the right to revise or revoke parking privileges and limit the number of permits sold.
- (L) The following areas shall be designated as school staff parking between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday. These areas shall be signed accordingly and vehicles using these spaces will require permits as described herein.

- (1) East side of Wisconsin Avenue from 16th Street north to the alley.
- (2) West side of Wenonah Avenue from the cul-de-sac north of 16th Street north to the alley.
- (3) East side of Clinton Avenue from 35" Street south to the school's southern boundary line.
- (4) East side of Kemtworth Avenue within the property lines of 2435 Kemilworth Avenue.
- (5) East side of East Avenue from 37th Street north to the school's northern boundary line.
- (6) West side of Scoville Avenue from 26th Street north to the alley.
- (7) East side of Gunderson Avenue, angled parking north and south of 16th Street.
- (8) East side of Gunderson Avenue from Ogden Avenue to 34th Street.
- (9) East side of Elmwood Avenue from 15th Street north to the school's northern houndary line.
- (10) West side of Elmwood Avenue, angled parking south of 16th Street.
- (11) West side of Ridgeland Avenue from Lini Street north to the school's northern boundary line.
- (12) East side of Cuyler Avenue from 25th Street south to the school's southern boundary line.
- (13) West side of Highland Avenue from 25th Street south to the school's southern boundary line.
- (14) South side of 14th Street from Euclid Avenue to Wesley Avenue.
- (15) North side of 15th Street from Oak Park Avenue east to the alley.
- (16) South side of 25th Street from Cuyler Avenue to Highland Avenue.
- (17) South side of 31st Street from Clinton Avenue to Kenilworth Avenue.
- (18) North side of 31st Street from Ridgeland Avenue east to the driveway.
- (19) South side of 34th Street from Gunderson Avenue to Ridgeland Avenue.
- (M) The following areas shall be designated as staff parking between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. These areas shall be signed accordingly and vehicles using these spaces will require permits as described herein.
 - (1) East side of Clarence Avenue from 23rd Street south to the church's southern boundary line.
 - (2) West side of Highland Avenue from 26th Street south to the alley.
 - (3) East side of Wesley Avenue from Ogden Avenue south to the alley.
 - (4) West side of Harvey Avenue from Roosevelt Road south to the alley.
 - (5) South side of 19th Street from Wesley Avenue to the alley west.
- (N) The following areas shall be designated as city staff parking between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. These areas shall be signed accordingly and vehicles using these spaces will require permits distributed by the city.
 - (1) East side of Elmwood Avenue from 16th Street south to the southern boundary line.
- (O) The following areas shall be designated as city staff parking between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. These areas shall be signed accordingly and vehicles using these spaces will require permits distributed by the city.

- (1) West side of Wenonah Avenue within the property lines of 2134 Wenonah Avenue.
- (2) East side of Euclid Avenue from 26th Street south to the alley.
- (3) East side of Wesley Avenue from 26th Street north to the alley.
- (4) West side of Wesley Avenue from 26th Street south to the alley.
- (5) North side of 31st Street at eastern property line of 6501 31st Street.
- (P) The following areas shall be designated as city staff parking. These areas shall be signed accordingly and vehicles using these spaces will require permits distributed by the city.
 - (1) North side of 30th Street/Public Works Drive within the property lines of 1 Public Works Drive.
 - (2) East side of Harvey Avenue at 19th Street.
- (Q) The following areas shall be designated as police business only. These areas shall be signed accordingly.
 - (1) North side of 31st Street within the property lines of 6401 31st Street.

(Ord. 06-32, passed 7-11-2006; Ord. 08-54, passed 8-12-2008; Ord. 10-54, passed 8-10-2010)

2011-12 SCHOOL PARKING PERMIT APPLICATION

SCHOOL NAME:	PERMIT #
APPLICANT INFORMATION	<u>NO</u>
NAME:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
HOME PHONE:	
CELL PHONE:	
VEHICLE INFORMATIO	N
LICENSE PLATE NUMBER:	
BERWYN VEHICLE STICKER NUMBER:	
VEHICLE YEAR: MAKE:	COLOR:
SIGNATURE OF VEHICLE OWNER	DATE
APPROVED BY: PRINCIPAL	

South Berwyn Schools

Name	Add	ress	City spots	HC spots	Private spots	Total	Employees	Notes
Komensky	2515	Cuyler	31	2	0	33	56	
Piper	2435	Kenilworth	7	2	18	27	43	
Pershing	6537	37th	25	2	15	42	50	
Freedom	3016	Ridgeland	15	0	x	15	72	
Emerson	3105	Clinton	13	4	0	17	46	
Heritage	6850	31st	0		74	74	70	
Irving	3501	Clinton	17	1	0	18	65	R
Hiawatha	6539	26th	14	2	19	35	51	
Lavergne Education Center	3438	34th	28	2	45	75	25	
					70%	336	478	

North Berwyn Schools

Name	Ad	dress	City spots	HC spots	Private spots	Total	Emplayees	Nates
Jefferson	7035	16th	22	1	0	23	78	
Havlicek	6401	15th	33	3	0	36	68	
Prairie Oak	1427	Oak Park	29	1	x	30	95	
Lincoln	6432	16th	40	1	44	85	106	
NB Office	6633	16th	8	0	17	25	33	
			10.20	*	52%	199	380	

Churches

Name	Ad	dress	City spots	HC spots	Private spots	Total	Employees	Notes
Grace Bible Church of Berwyn	6900	16th		0	12	12		
Good Shepherd Lutheran Church	6717	19th	9	0		9		
First Lutheran Church of Berwyn	6720	31st			0 20	20		
St. Michaels & All Angels Church	6730-34	34th			0	0		
First Baptist Church of Berwyn	6916	34th			26	26		
St. Leonard Catholic Church	3318	Clarence			70	70		Permit Lot
Presbyterian Church of Berwyn	3148	Clinton			0	0		
Czechoslovakian Seventh Day	1228	Euclid			23	23		
Christian Life Center, Inc.	3409	Grove			0	0		
Ebenezer Christian	1240-1300	Harvey			26	26		
Berwyn United Lutheran Church	2400	Harvey			0	0		
Concordia Lutheran Church	3144	Home			6	6		Loading zone?
North Berwyn Congregational Church	1241	Oak Park			2	2		+ garage
1st Reformed Church of Berwyn	1900	Oak Park			85	85		estimate
Oak Park Avenue Baptist Church	3101	Oak Park			20	0		
Emmanuel Bible Church	6630	Ogden	5	2	81	88		
Ukrainian Baptist Church	6751	Riverside		0	3	3		
Trinity Community United Church of Christ	7022	Riverside		3	12	15		
St. Mary of Celle Catholic Church	1428	Wesley			100	100		
St. Odilo Church	2244	East	12	1	46	59		

Daycares

Name	Ad	dress	City spots	HC spots	Private spots	Total	Employees	Notes
Happy Kidds West, Inc.	6928	16th		100				
Happy Days Child Development Center	6304	26th	9	0		9		
Children's Center of Cicero-Berwyn	6223	Ogden	0	1	5	6		
Happy Bear Child Development Center	6718	Ogden	8	0		8		
Sunny Day Kids Academy	6227	Roosevelt	6	0	4	10	1	
Lectura Montessori School	6907	Roosevelt	0	0	0			
Jump For Joy Childcare Academy	7115	Roosevelt	0			0		Lot?
Kaleidoscope Kids Learning Academy, Inc.	6958	Windsor				0		Bus Res and Depot Permits

The City of Berwyn The Berwyn Historic Preservation Commission



Robert J. Lovero Mayor

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

Resolution and Report of the Berwyn Historic Preservation Commission

Date: February 24, 2011

Re: Nomination of the World War I Memorial as a Berwyn Historic

Landmark

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

From: The Berwyn Historic Preservation Commission

Report:

The Berwyn Historic Preservation Commission held a public hearing on February 17, 2011, which was publicized as required by the Berwyn Historic Preservation Ordinance. All seven members of the Commission were present:

Lori Thielen, Chair Rebecca Houze, Secretary Jamie Franklin, Acting Chair (when necessary) Nasri Mansour Robert Sellers Douglas Walega Jeromie Winsor

The subject of the hearing was the nomination of the World War I Memorial, located at 6401 S. Gunderson Avenue near the intersection of 34th Street, Ogden Avenue, and Ridgeland Avenue, as a Berwyn Historic Landmark. Following is a report on those proceedings:

The Chair of the Commission, Lori Thielen, opened the proceedings. Last month's minutes were approved, and the Chair reviewed the procedures for conducting the public hearing. Commissioner Robert Sellers summarized the materials presented in the nomination form, which had been prepared by Berwyn residents Lucille Evans and Donald Pechous, assisted by Commissioner Robert Sellers. The Chair then opened the floor to questions and comments. There were several questions and comments by Commissioners. The Commission then voted

to accept the nomination, with all 7 members voting to recommend that the World War I Memorial be designated as a Berwyn Historic Landmark.

Based on the evidence presented at the public hearing, the Berwyn Historic Preservation Commission recommends that City Council designate the World War I Memorial as a Berwyn Historic Landmark. We find that the Memorial, which was established by the Berwyn Women's Club in 1919, satisfies the following Criteria for designation as a Berwyn Historic Landmark according to the Berwyn Historic Preservation Ordinance:

 Significance as an example of the architectural, cultural, economic, historic or social development or heritage of the City, the State, or the United States.

A summary of the evidence presented at the hearing, which provides information about the history and design of the Berwyn Municipal Building, can be found in the nomination form, which is available from the Commission upon request.

Recommendation:

The Commission therefore recommends that City Council designate the World War I Memorial as a Berwyn Historic Landmark pursuant the Berwyn Historic Preservation Ordinance. That Section holds that within 30 days of receiving this Report and Recommendation,

City Council shall either designate the historic landmark or reject the nomination by a simple majority vote of the full Council. In making this determination, the City Council shall apply the designation standards set forth in Section 1820.06 above and shall give due consideration to the record of the public hearing(s), and findings and recommendations of the Commission set forth in the Commission's resolution and report and may take public testimony with regard to the same. Upon a majority vote of the City Council to approve designation, the City Council shall enact an ordinance designating the historic landmark, which ordinance shall provide that the newly designated historic landmark shall be the subject to the provisions of Chapter [], Article 1 of the City Code.

The Commission is available to answer questions or provide information regarding this Report and Recommendation. Please contact the Commission at BHPC@ci.berwyn.il.us or Jamie Franklin, Acting Chair, at isf@thefranklinlawfirm.com.

J. Staff Reports



CITY OF BERWYN

CITY COUNCIL MEETING	(Date)	03/08/11	
			_

Deferred Communication

Agenda Item _	J-1 is a	a Deferred Communication from C C Meeting dated	02/22/11	#20		
FROM	CIT	Y ATTORNEY/TRAFFIC ENGINEER				
Re:	Re: UPDATE ORD, 480,05-CLEANING & SNOW EMERGENCY					
	PAI	RKING RESTRICTIONS				



Anthony T. Bertuca City Attorney

A Century of Progress with Pride

February 22, 2011

To:

Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney

Nicole Campbell, City Traffic Engineer

Re:

Updated Ordinance Sections 480.05, 480.07 and 484.03

Attached are the updated Street Cleaning and Snow Emergency Parking Restrictions (480.05), Limited Parking (480.07) and Depot and Business Reserved Permit Parking (484.03) ordinances including the revisions to the business permit parking area as recommended by the traffic engineer.

Recommendation

Staff recommends the approval of the attached ordinances and to authorize Public Works to purchase and install the signs necessary for these changes.

Sincerely.

Anthony T. Bertuca, City Attorney

Nicole Campbell, Traffic Engineer

ORDINANCE NO.:	
----------------	--

AN ORDINANCE AMENDING SECTION 480.05 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING STREET CLEANING AND SNOW EMERGENCY PARKING RESTRICTIONS

WHEREAS, the City of Berwyn, Cook County, Illinois (the "City") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the City regulates parking restrictions to enable maintenance procedures along City streets pursuant to Section 480.05 of its Codified Ordinances; and

WHEREAS, the City has found that the current regulations governing parking to enable maintenance procedures along Grove Avenue and 32nd Street are inadequate; and

WHEREAS, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") has decided to modify Section 480.05 to allow for proper street maintenance activities along Grove Avenue and 32nd Street; and

WHEREAS, the Corporate Authorities determine that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below.

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: That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: Section 480.05 (E) (2) Street Cleaning and Snow Emergency Parking Restrictions is hereby amended to read as follows (with proposed additions <u>underlined</u> and proposed deletions <u>stricken</u>):

480.05 STREET CLEANING AND SNOW EMERGENCY PARKING RESTRICTIONS

- (2) Between 3:00 a.m. and 6:00 a.m. on the days and at the locations specified below:
- (a) On Thursdays on the west side of Highland Avenue, from Cermak Road north to the Vacin Fairway.
- (b) On Tuesdays on the east side of Highland Avenue, from Cermak Road north to the Vacin Fairway.
- (c) On Tuesdays on the west side of Oak Park Avenue from 31st Street to 3300 Oak Park Avenue.
- (d) On Tuesdays on the west side of Grove Avenue from 32nd Street to 34th Street.
- (e) On Tuesdays on the north side of 32nd Street from Oak Park Avenue to the alley west.
- (f) On Wednesdays on the east side of Oak Park Avenue from 31st Street to 3300 Oak Park Avenue.
- (g) On Wednesdays on the east side of Grove Avenue from 32nd Street to 34th Street.
- (h) On Wednesdays on the south side of 32nd Street from Oak Park Avenue to the alley west of Kenilworth Avenue.

hereby repealed to the extent of such conflict.									
Section 4. This Ordinance should be publication as provided by law		ce and effect (ipon its passage	e, approval and					
Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this day of 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 by the Mayor of the City of Berwyn, Cook County, Illinois on this day of2011.									
ATTEST:			ert J. Lovero 'OR						
Thomas J. Pavlik CITY CLERK	_								

Section 3. All ordinances, resolutions, motions or orders in conflict with this Ordinance are



A Century of Progress with Pride

City Attorney

ITEM NO.

DATE FEB 2 2 2011

DISPOSITION

Anthony T. Bertuca

February 22, 2011

To: Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney

Nicole Campbell, City Traffic Engineer

Re: Updated Ordinance Sections 480.05, 480.07 and 484.03

Attached are the updated Street Cleaning and Snow Emergency Parking Restrictions (480.05), Limited Parking (480.07) and Depot and Business Reserved Permit Parking (484.03) ordinances including the revisions to the business permit parking area as recommended by the traffic engineer.

Recommendation

Staff recommends the approval of the attached ordinances and to authorize Public Works to purchase and install the signs necessary for these changes.

Sincerely.

Anthony T. Bertuca, City Attorney

Nicole Campbell, Traffic Engineer

THE CITY OF BERWYN COOK COUNTY, ILLINOIS

ORDINANCE NUMBER

AN ORDINANCE AMENDING SECTION 480.07 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING LIMITED PARKING

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

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen



CITY OF BERWYN

		CITY COUNCIL MEETING	(Date)	03/08/11	
		Deferred Communicat	tion		
Agenda Item _	J-8	_is a Deferred Communication from C C N	02/22/11	#20	
FROM		CITY ATTORNEY/TRAFFIC ENGINEER			
Re:		UPDATE ORDINANCE 480.07-LIMITED	PARKING		



A Century of Progress with Pride

Anthony T. Bertuca City Attorney

DATE FEB 2-2 2011
DISPOSITION DEFEN

February 22, 2011

To: Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney

Nicole Campbell, City Traffic Engineer

Re: Updated Ordinance Sections 480.05, 480.07 and 484.03

Attached are the updated Street Cleaning and Snow Emergency Parking Restrictions (480.05), Limited Parking (480.07) and Depot and Business Reserved Permit Parking (484.03) ordinances including the revisions to the business permit parking area as recommended by the traffic engineer.

Recommendation

Staff recommends the approval of the attached ordinances and to authorize Public Works to purchase and install the signs necessary for these changes.

Sincerely,

Anthony T. Bertuca, City Attorney

Nicole Campbell, Traffic Engineer

ORDINANCE NO.:	
----------------	--

AN ORDINANCE AMENDING SECTION 480.07 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING LIMITED PARKING

WHEREAS, the City of Berwyn, Cook County, Illinois (the "City") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") regulates short term parking in the City pursuant to Section 480.07 of its Codified Ordinances; and

WHEREAS, the Corporate Authorities recognize that short term parking regulations require reevaluation from time to time; and

WHEREAS, the Corporate Authorities determine that it is in the best interests of the local businesses and residents of the City to amend the Codified Ordinances as set forth below.

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: Section 480.07 (c), Chapter 480, Limited Parking is hereby amended to read as follows (with proposed additions underlined and proposed deletions stricken):

Section 2: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

480.07 LIMITED PARKING

- (c) Two (2) Hour Parking from 7:00 a.m. to 5:00 p.m., Monday through Saturday, shall be designated in the following locations:
 - (1) South side of 16th Street from Maple Avenue to Wisconsin Avenue.
 - (2) South side of 16th Street from Wenonah Avenue to Home Avenue.
 - (3) East sides of Maple Avenue and Wenonah Avenue from 16th Street south to the alley.
 - (4) North side of 16th Street from Wenonah Avenue to Home Avenue.
 - (5) South side of 16th Street from Clinton Avenue to Grove Avenue.
 - (6) North side of 16th Street from Oak Park Avenue to Euclid Avenue.
 - (7) South side of 16th Street from the alley east of East Avenue to Gunderson Avenue.
 - (8) South side of 16th Street from the alley east of Ridgeland Avenue to Cuyler Avenue.
 - (9) West side of Gunderson Avenue from 16th Street south to the alley.
 - (10) North side of 16th Street from Gunderson Avenue to Ridgeland Avenue.
 - (11) North side of 16th Street from the alley east of Ridgeland Avenue to Cuyler Avenue.
 - (12) East and West sides of Elmwood Avenue from 16th Street north to the alley.
 - (13) South side of 32nd Street from Greve Avenue to Oak Park Avenue.
 - (13) West side of Oak Park Avenue from the southern property line of 3300 Oak Park Avenue to 31st Street. East side from Stanley Avenue to 31st Street.

Section 3. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict. Section 4. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law. Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this day of _____ 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 by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of ______ 2011. Robert J. Lovero MAYOR ATTEST:

Thomas J. Pavlik CITY CLERK



		CITY OF BERWY	N		
		CITY COUNCIL MEETING	(Date)	03/08/11	
		Deferred Communication	tion		
with the same where	1.0	is a Deferred Communication from C C N	Aeeting dated	02/22/11	#20
Agenda Item _	J-3		nooting dated		#20
Agenda Item _ FROM	J-3	CITY ATTORNEY/TRAFFIC ENGINEER			#20



A Century of Progress with Pride

Anthony T. Bertuca City Attorney

HEM NO	20
DATE	FEB 2-2-2011
DISPOSIT	JON
	Deter

February 22, 2011

To: Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney

Nicole Campbell, City Traffic Engineer

Re: Updated Ordinance Sections 480.05, 480.07 and 484.03

Attached are the updated Street Cleaning and Snow Emergency Parking Restrictions (480.05), Limited Parking (480.07) and Depot and Business Reserved Permit Parking (484.03) ordinances including the revisions to the business permit parking area as recommended by the traffic engineer.

Recommendation

Staff recommends the approval of the attached ordinances and to authorize Public Works to purchase and install the signs necessary for these changes.

Sincerely,

Anthony T. Bertuce
Anthony T. Bertuce

Nicole Campbell, Traffic Engineer

ORDINANCE NO.:	j
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AN ORDINANCE AMENDING SECTION 484.03 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING DEPOT AND BUSINESS RESERVED PERMIT PARKING

WHEREAS, the City of Berwyn, Cook County, Illinois (the "City") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") operates parking spaces offering reserved vehicle parking for a permit fee; and

WHEREAS, the depot and business reserved parking facilities are maintained by the City of Berwyn and such real property is subject to taxation as income-generating rental property; and

WHEREAS, the Corporate Authorities recognizes the need for business reserved parking spaces, and that these designated areas be evaluated from time to time and adjusted as necessary.

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: That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: Section 484.03 of the Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended to read as follows (with proposed additions underlined and proposed deletions stricken):

484.03 DEPOT AND BUSINESS RESERVED PERMIT PARKING

- (A) Council shall establish certain parking spaces within the City as permit parking only spaces, such spaces to be designated by signs Indicating "Depot Permit Parking Only" or "Business Reserved Permit Parking".
- (B) Depot and business reserved permits to park in such spaces are available upon application to the City Collector on a form to be provided for this purpose, which application shall include the name, address and telephone number of the applicant.
 - (C) Locations and Fees.
- (1) The fee for a Depot parking permit is one-hundred dollars (\$100.00) per quarter or three hundred and seventy five dollars (\$375.00) per year, and the number of permits shall be limited by availability. All parking spaces designated as "Depot Permit Parking" shall be used as public parking after 6:00 p.m. until 6:00 a.m., Monday through Friday and all day Saturday, Sunday and holidays.
- (a) Depot Permit Parking is available along the north side of Windsor Avenue and the south side of Stanley Avenue, in which the designated spaces are clearly marked with signs.
- (b) Depot Permit Parking, also signed as Commuter Permit Parking, is available in the first 300 spaces of the Municipal Garage located at 3320 Grove Avenue.
- (2) The fee for a Business reserved parking permit is fifty dollars (\$50.00) per quarter or one hundred and seventy five dollars (\$175.00) per year, and the number of permits shall be marked or otherwise limited by availability. Business Permit Parking shall be valid from 7am-7pm at these locations within the City:
 - (a) West side of Kenilworth Avenue from Windsor Avenue to the first alley south (9 spaces).
 - (b) East side of Clinton Avenue from Windsor Avenue to the first alley south (3 spaces).
 - (c) East side of Home Avenue from Windsor Avenue to the first alley south (5 spaces).
 - (d) South side of 32nd Street from Grove Avenue to the first alley west (3 spaces).
 - (e) North side of 32nd Street from Oak Park Avenue to the first alley west (10 spaces).
 - (f) South side of 32nd Street from Grove Avenue to Oak Park (3 spaces).

- (g) Two (2) spaces on Stanley Avenue at Oak Park Avenue.
- (D) The Collector may prorate the yearly er-quarterly fee on a weekly or monthly basis. Such permit shall not be issued or renewed until the required fee is paid, and the permit is not transferable. In the event of the loss of such permit, the fee for replacement shall be twenty five dollars (\$25.00), and an application for such replacement shall be made to the Collector.
- (E) Depot and business reserved parking permits shall be in hangtag form and in colors designated by the City Collector, shall be numbered and shall state the date of issuance and date of expiration. Such permits shall be displayed from the rearview mirror of the vehicle where they may be visible from the exterior of the vehicles.
- (F) No vehicle which does not bear a Depot parking permit or a Business reserved parking permit shall park in those spaces designated as "Depot Permit Parking Only" or "Business Reserved Permit Parking Only". All such spaces shall be designated as tow zones.

Section 3. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ES	NO	ABSENT	PRESENT
of Berwyn	, Cook Cou	unty, Illinois on t	this day
	of Berwyn	Rob	of Berwyn, Cook County, Illinois on to

ATTEST:

Thomas J. Pavlik CITY CLERK



Anthony T. Bertuca City Attorney

A Century of Progress with Pride

March 4, 2011

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

Re: "NESLADEK WAY"

Dear Mr. Pavlik,

Please put the attached Resolution on the Agenda for the March 8, 2011, City Council Meeting. This Resolution will establish the honorary designation of East Avenue from Ogden Avenue to the first alley-way north of Ogden Avenue. The honorary designation shall read "NESLADEK WAY".

Very truly yours,

Anthony T. Bertuca

Anthony J. Bertuca

City Attorney

THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

RESOL	LUTION
NUMBER _	

A RESOLUTION REGARDING THE HONORARY DESIGNATION OF A PORTION OF EAST AVENUE FROM OGDEN AVENUE TO THE FIRST NORTH ALLEY-WAY AS "NESLADEK WAY"

ROBERT J. LOVERO, Mayor THOMAS J. PAVLIK, Clerk JOSEPH M. KROC, Treasurer

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO

Aldermen

RESOLUTION No.:	
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A RESOLUTION REGARDING THE HONORARY DESIGNATION OF A PORTION OF EAST AVENUE FROM OGDEN AVENUE TO THE FIRST NORTH ALLEY-WAY AS "NESLADEK WAY"

WHEREAS, in 1919 Frank Nesladek opened his Berwyn business at 6641Ogden Ave. In the early days he made carriage harnesses and buggy whips. By 1927 he named the business Ogden Auto Painting and Trim and he had expanded his offerings to include anything automotive. His daughter Lavergne recalls that he moved his business to 6609 Ogden in 1931 where it is located today; and

WHEREAS, Frank's son Richard, served in the Navy. Later he graduated from IIT with an engineering degree. Instead of following that profession, he took on the job of running the family business. Under his leadership the business expanded to encompass 3 lots, when he added a large workshop; and

WHEREAS, when Richard died suddenly in 1976, his daughter Carol, then only 25 years old, decided to continue the business and preserve the Nesladek legacy. Today, 35 years later, Carol has seen Ogden Top and Trim become a successful, growing business. Under Carol's leadership, Ogden Top and Trim has been very active in the Ogden Avenue community. She was one of the charter members of the Berwyn Preservation of Historic Route 66. During that time, she has participated in every one of the 20 Berwyn Route 66 Car Shows, being the leading fund-raiser every year and providing expert personnel to judge cars at each show; and

WHEREAS, Carol has lead Ogden Top and Trim to become one of the Midwest's premier custom and restoration upholstery shops. In addition to winning at virtually all major car shows, their work has won ultra prestigious national awards, including the Don Ridler Award and America's Most Beautiful Roadster as well as multiple winners at The Pebble Beach Concours, The Amelia Island Concours d'Elegance and The Concours d'Elegance of America at Meadow Brook; and

WHEREAS, all three generations of the Nesladek family, Frank, Richard and Carol, have lived and worked their whole lives in Berwyn and have been proud to be active members of the Berwyn Business Community.

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

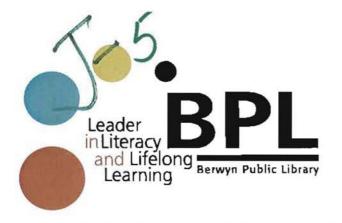
- Section 1. That the above recitals are incorporated herein and made a part hereof.
- Section 2. The Mayor and the City Council of the City of Berwyn expressly declare that East Avenue from Ogden Avenue north to the first alley-way, Berwyn, Illinois shall henceforth carry the honorary designation of "NESLADEK WAY".
- Section 3. Nothing in this Resolution shall be construed as renaming any portion of East Avenue. The intent of this Resolution is to create an honorary, alternative designation for said portion of East Avenue.
- Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.
- Section 5. All ordinances, resolutions or motions, or parts thereof, in conflict with this Resolution, or any provision thereof, are herby repealed to the extent of such conflict.
- Section 6. This Resolution shall be in full force and effect immediately after its passage and publication as required by law.

[INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of March, 2011, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				20.0
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)		-16		
TOTAL				

(Mayor Lovero)						
TOTAL						
APPROVED by the Ma	yor on Marc	h	, 20	11.		
				Robert J	. Lovero	_
ATTEST:				WIATOR	`	
Thomas J. Pavlik CITY CLERK	-					



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

February 28, 2011

Re: Replacement of 2 Page positions (13-15 hrs)

City Clerk Pavlik:

Please add to the Tuesday, March 8, 2010 City Council agenda. These positions are both replacements and budgeted in the 2010 and proposed 2011 library budgets. The job description and circular are attached.

Thank you for your consideration of this request.

Respectfully yours,

Tammy Clausen Library Director



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

February 28, 2011

Re: Replacement of 2 Page positions (13-15 hrs)

Mayor Robert Lovero & Berwyn City Council 6700 W. 26th Street Berwyn, IL 60402

Dear Mayor Lovero and members of the Berwyn City Council:

Please consider waiving the hiring freeze to fill these. These positions are both replacements and budgeted in the 2010 and proposed 2011 library budgets. The job description and circular are attached.

Page (13-15 hrs)

\$8.00 - 8.25/hr

This position was held by Lucas Craig. The position was approved for rehire by the library board on February 22, 2011. This is a shelving position that is most often held by a student.

Page (13-15 hrs)

\$8.00 - 8.25/hr

This position was held by Helen Ortiz who resigned to take another job outside the library. The position was approved for rehire by the library board on February 22, 2011. This is a shelving position that is most often held by a student.

Thank you for your consideration of this request.

Respectfully yours,

Tammy Clausen Library Director

Berwyn Public Library Staff Vacancy

Position: Page (2)

Salary: \$8.00-\$8.25 per hour

Schedule: 13-15 hours per week, evenings, and weekends

Application Deadline:

Start date:

DISTINGUISHING FEATURES OF WORK:

Under the direction of the Department Head or appointee, sorts and shelves library materials.

ILLUSTRATIVE EXAMPLES OF WORK:

- Shelves all library materials in the correct order; shifts as needed; and reads shelves.
- Straightens tables and chairs; shelves items that are lying on tables and shelves.
 Maintains the neat and orderly appearance of the library.
- Loads and moves fully loaded double-sided book carts.
- Answers directional questions.
- 5. Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

EDUCATION:

Must be 16 years old. Must pass Page Test.

Applications are to be picked up and returned to the City of Berwyn Human Resources Department 6700 West 26th Street, Berwyn IL 60402

THE CITY OF BERWYN IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, CREED, RELIGION, PLACE OF RESIDENCE OR DISABILITY

CITY OF BERWYN CLASS SPECIFICATION

PAGE

DISTINGUISHING FEATURES OF WORK:

Under the direction of the Department Head sorts and shelves library materials.

ILLUSTRATIVE EXAMPLES OF WORK

- Shelves library materials in the correct order; shifts materials as needed; and reads shelves.
- Straightens tables and chairs; shelves materials that are lying on tables and shelves; maintains the neat and orderly appearance of the library.
- Loads and moves fully loaded double-sided book carts.
- Answers directional questions.
- Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

EDUCATION:

Minimum requirement completion of at least 2 years of High School.

EXPERIENCE:

Requires elementary knowledge of library functions and procedures.



Robert P. Schiller Director of Public Works

A Century of Progress with Pride

March 4, 2011

To: Mayor Robert J. Lovero

Members of the Berwyn City Council

Re: Recommendation of disposal of one 1989 Ford L8000 Dump Truck assigned to the Public Works

Department. The V.I.N. number for this unit is; 1FDXR82A7LVA09953

The above mentioned vehicle has fallen into disrepair. The cost to repair the vehicle is beyond its value, therefore, I am requesting that said vehicle be declared as surplus and sold.

Public Works staff will research methods of disposal for this unit including sale by auction, trade-in and sell as scrap. City ordinance requires that the Finance Director draft a resolution declaring this item as surplus.

Recommended Action

Staff recommends the City Council concur and direct the Finance Director to draft a resolution declaring this item as surplus and allow for its disposal.

Respectfully

Robert Schiller



Robert P. Schiller Director of Public Works

A Century of Progress with Pride

March 4, 2011

To: Mayor Robert J. Lovero

Members of the Berwyn City Council

Re: Recommendation to Approve the Purchase of a State Bid Dump Truck

The City of Berwyn Public Works Department is requesting permission to replace unit number M-19 with a dump truck from Prairie/Archway International Trucks via state bid. The above mentioned vehicle that I am proposing to replace is a 1989 Ford L8000 dump truck. This body style has been discontinued for 15 years, maintenance costs are increasing annually and parts are very difficult to find. Public Works staff has tried to keep this vehicle roadworthy; however, the heater does not work, electronics are failing, and repair parts are no longer readily available.

The Public Works Department staff has located a 2011 truck to replace the above mentioned vehicle. The new vehicle is a 2011 International 7400 with the "standard" Illinois Department of Transportation specifications and it is available via state bid. If approved, this unit would be sent to have the dump body, hydraulics, snow plow, salt spreader and emergency lighting installed. The vehicle could be constructed, assembled and delivered in approximately 10 weeks; it will also include a full 1 year warranty. Upon completion, the new unit will be placed in service and become one of the first responding snow removal units.

This unit is budgeted within the 2007 Capitol Bond and not from the general fund. The total cost for the vehicle is \$106,160.00.

Recommended Actions;

Staff recommends award of the 2011 International 7400 4 X 2 dump truck with salt spreader and plow to Monroe Truck Equipment and Prairie International for a total of \$106,160.00

Respectfully

Robert Schiller



Robert P. Schiller Director of Public Works

A Century of Progress with Pride

Date: March 4, 2011

To: Mayor Robert J. Lovero

Members of the Berwyn City Council

Re: Recommendation to award the bid for replacement of the master meter vault regarding the

transmission of water to Berwyn from Chicago

The City of Berwyn Public Works staff has reviewed the tabulation of bids from our City Engineer John Fitzgerald. The City Engineer concurs with the recommendation to award the master meter vault replacement project to Cerniglia Construction Company in the amount of \$164,200. The City of Berwyn has not previously worked with this company; however, our engineer has worked with them on several projects and highly recommends their services.

Recommended Actions;

Staff recommends award of the proposal for the master meter vault replacement for transmission of water to Berwyn from Chicago to Cerniglia Construction Company in the amount of \$164,200. This project is budgeted within the 2007 Capitol Bond.

Respectfully,

Robert Schiller



Frank Novotny & Associates, Inc.

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

March 2, 2011

Hon. Mayor & City Council City of Berwyn 6700 West 26th Street Berwyn, Illinois 60402

Re: Chicago Meter Vault Rehabilitation

Mesdames & Gentlemen:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 10:30 a.m. on March 1, 2011. Three (3) bids were received, checked for accuracy, and found to be correct.

The low bidder was Cerniglia Company, submitting a bid in the amount of \$164,200.00, which was \$28,300.00 (14.70%) below the Engineer's Estimate of \$192,500.00.

Cerniglia Company is qualified to perform this work. We, therefore, recommend that the Contract be awarded to Cerniglia Company, 3421 Lake Street, Melrose Park, IL. 60160, in the amount of \$164,200.00.

Please call if you have any questions regarding this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce Enclosure

cc: Mr. Brian Pabst, Administrator, w/Enc.

Mr. Robert Schiller, Director of Public Works, w/Enc.

File No. 10187

CHICAGO METER VALT REHAB MARCH 1, 2011

NAME	ADDRESS	<u>5% BID</u>	CHECK BOND	<u>AMOUNT</u>
Kovilic Construction	Franklin Pk. Il			215,000
Cerniglia Co.	Melrose Pk, Il	Sp Bio Bond		164,200
MYS, Incorporated	7801 W Deerwoo Palos Park, Il	d Dr. 520 B	DBonD	189,980 189,980
		Elfo-de-		
		_		
			# 1 mm b	



Robert P. Schiller Director of Public Works

A Century of Progress with Pride

March 4, 2011

To: Mayor Robert J. Lovero

Members of the Berwyn City Council

Re: 2011 Landscape Maintenance request to extend contracts.

On April 13, 2010 staff was authorized by City Council to proceed with the Request for Proposals for the 2010 Seasonal Landscape Maintenance for the Cermak Road, Ogden Avenue and Depot Districts. Bids from two (2) vendors were opened on April 22, 2010. Both vendors provided acceptable levels of service and have offered to extend these contracts for the 2011 season with no increase from the 2010 pricing. Staff is recommending the extension of the 2010 Landscape Maintenance contract to Brian Davids Landscaping for the Depot District in the amount of \$15,200 and for the Cermak Road area in the amount of \$19,545. Staff is also recommending the contract extension for Brancato Landscaping for the Ogden Avenue area in the amount of \$14,825.

Each vendor has a clear understanding of the scope of services required and is committed to providing quality service to the City.

Recommended Actions:

Staff recommends extension of the Ogden Avenue Landscape Maintenance contract to Brancato Landscaping in the amount of \$14,825 and to Brian Davids Landscaping for the Depot District in the amount of \$15,200 and the Cermak Road area at a cost of \$19,545.

These contracts are budgeted for in the 26.35.5300 Public Works Landscape Maintenance account.

Respectfully,

Robert Schiller



Robert P. Schiller Director of Public Works

7/0

A Century of Progress with Pride

March 4, 2011

To: Mayor Robert J. Lovero

Members of the Berwyn City Council

Re: Recommendation to Approve the Purchase of a Bobcat 750 from State Bid

The City of Berwyn Public Works Department is requesting permission to replace the 1989 Case 1840 Uni-Loader with a Bobcat 750 Skid Steer Loader via state bid. The 1989 Case 1840 Uni-Loader is no longer in service due to a vehicular accident that damaged it beyond repair.

The Public Works Department staff has located a 2011 Bobcat 750 Skid Steer Loader to replace the above mentioned vehicle. If approved, this unit would be used for loading operations, duties related to water excavations, etc. The planer attachment will assist with the bituminous pavement repairs associated with water excavations and pallet fork attachment is used for unloading hydrant and water valve deliveries. In addition, the new skid steer loader will be placed in service and become one of the first responding snow removal units.

This unit is budgeted within the Water Fund in account #500-44-5800. The total cost for this piece of equipment is \$\$47,767.00

Recommended Actions:

Staff recommends purchasing a Bobcat 750 Skid Steer Loader for a total cost of \$47,767.00 from the state bid.

Respectfully

Robert Schiller



Ship to

Product Quotation

Quotation Number: 1373E04200 Date: 2011-03-04 09:41:56

Bill To

City of Berwyn Atlas Bobcat, Schi Attn: Bob Schiller 1 Public Works Drive Berwyn, IL 60402 Phone: (708) 674-3861 Fax: (708) 749-9503 Contact: Todd Swa Phone: 847-678-36 Fax: 847-678-36 Cellular: 847-529- E Mail: tswartz@a	ER ROAD IL 60176-1021 3633 87 artz 633 7	City of Be Attn: Bob 1 Public V Berwyn, I Phone: (7 Fax: (708		
Description	Part No	Qty	Price Ea.	Total
S750 Bobcat Skid-Steer Loader	M0079	1	\$26,367.00	\$26,367.00
85 HP Turbo Tier III Diesel Engine	Lights, Front & Re	аг		
Auxiliary Hydraulics: Variable Flow	Operator Cab			
Backup Alarm	Includes: Adjustab	le Cushion	Seat, Top & R	ear Windows,
Bob-Tach	Parking Brake, Sea			
Bobcat Interlock Control System (BICS)	Roll Over Protectiv			SAE-J1040
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Glow Plugs - Automatically Activated	Falling Object Prot	ective Stru	cture (FOPS) r	neets SAE-
Нотп	J1043 & ISO 3449	Level I; (Level II is avail	lable through
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter,	Bobcat Parts)			
RPM and Warning Lights	Spark Arrestor Mu	ffler		
Lift Arm Support	Tires: 12-16.5 12 P			
Lift Path: Vertical	Warranty: 12 Mont	ths, Unlimi	ted Hours	
Selectable Joystick Controls (SJC)	M0079-R01-C04	1	\$1,331.00	\$1,331.00
A91 Option Package	M0079-P01-A91	1	\$5,964.00	\$5,964.00
Cab enclosure with Heat and AC	Horn			
High Flow Hydraulics	Backup Alarm			
Sound Reduction	Engine Block Heat	er		
Hydraulic Bucket Positioning	Attachment Contro	l Kit		
Power Bobtach	Cab Accessory Har	mess		
Deluxe Instrument Panel				
Two Speed Engine and Suspension seat				
74" C/I Heavy Duty Bucket	6732305	Ĩ	\$848.00	\$848.00
Bolt-On Cutting Edge, 74"	6718007	1	\$296.00	\$296.00
24" Planer, High Flow	7184349	1	\$9,238.00	\$9,238.00
24" Fast Cut Drum	6958266	1	\$2,453.00	\$2,453.00
Pallet Fork Frame, Heavy Duty	7109332	1	\$737.00	\$737.00
42" Pallet Fork Teeth	6541521	1	\$333.00	\$333.00
Total of Items Quoted			9	\$47,567.00
Dealer P.D.I.			· ·	\$0.00
Freight Charges				\$0.00
•				\$0.00
Dealer Assembly Charges				~11 1111
0.1 01 0 0 10 10 11				
Other Charges: Parts and Service Manuals Quote Total - US dollars				\$200.00 \$47,767.00

Bobcat Dealer

Notes:

K. Consent Agenda



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

March 3, 2011

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

SUBJECT: Payroll March 2, 2011

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the March 8, 2011 meeting.

Payroll: March 2, 2011 in the amount of \$973,203.49.

Respectfully Submitted,

Mona M. Chapman
Nona N. Chapman

Budget Committee Chairman



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

March 3, 2011

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

SUBJECT: Payables March 8, 2011 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the March 8, 2011 meeting.

Total Payables: March 8, 2011 in the amount of \$1,312,762.08.

Respectfully Submitted,

Nona N. Chapman

Budget Committee Chairman

Yona N. Chapman

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - Gелега	il Cash								
Check									
11280	03/02/2011	Open			Accounts Payable	Special Olympics Polar Plunge	\$200.00		
11281	03/09/2011	Open			Accounts Payable	1st Source America	\$2.537.25		
11282	03/09/2011	Open			Accounts Payable	5 Alarm Fire & Salety Equipment, Inc.	\$730.00		
11283	03/09/2011	Open			Accounts Payable	A Beep, LLC	\$1,606.32		
11284	03/09/2011	Open			Accounts Payable	ABC Automotive Electronics	\$392.99		
11285	03/09/2011	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$4,165.00		
11286	03/09/2011	Open			Accounts Payable	ADT Security Services	\$443.32		
11287	03/09/2011	Open			Accounts Payable	AETNA - U.S. Healthcare	\$25,975.47		
11288	03/09/2011	Open			Accounts Payable	Al's Radiator	\$210.00		
11289	03/09/2011	Open			Accounts Payable	Alliance Entertainment	\$1,006.20		
11290	03/09/2011	Open			Accounts Payable	Allied Asphalt	\$1,299.65		
11291	03/09/2011	Open			Accounts Payable	Amazon.com	\$1,343.81		
11292	03/09/2011	Open			Accounts Payable	American Library Association	\$143.05		
11293	03/09/2011	Open			Accounts Payable	American Messaging	\$15.13		
11294	03/09/2011	Open			Accounts Payable	Amerigas-Cicero	\$176.75		
11295	03/09/2011	Open			Accounts Payable	Ancel, Glink, Diamond, Bush, Dicianni & Krafthefer	\$1,690.00		
11296	03/09/2011	Open			Accounts Payable	Angeline Linares	\$3,831.00		
11297	03/09/2011	Open			Accounts Payable	Antonio Montiel	\$43.99		
11298	03/09/2011	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$140.00		
11299	03/09/2011	Open			Accounts Payable	ASSOCIATED TIRE AND BATTERY	\$583.00		
11300	03/09/2011	Open			Accounts Payable	AT & T	\$14,325.71		
11301	03/09/2011	Open			Accounts Payable	AT & T	\$5,405.07		
11302	03/09/2011	Open			Accounts Payable	AT & T	\$5.38		
11303	03/09/2011	Open			Accounts Payable	AudioGo	\$329.79		
11304	03/09/2011	Open			Accounts Payable	AVAYA INC.	\$40.15		
11305	03/09/2011	Open			Accounts Payable	AWESOME Pest Service	\$725.00		
11306	03/09/2011	Open			Accounts Payable	Bac Home Loan	\$105.17		
11307	03/09/2011	Open			Accounts Payable	Baird & Wamer	\$67.35		
11308	03/09/2011	Open			Accounts Payable	Baker & Taylor, Inc.	\$1,277.73		
11309	03/09/2011	Open			Accounts Payable	BANC OF AMERICA PUB CAPTL CORP	\$2,770.75		
11310	03/09/2011	Open			Accounts Payable	BatteryZone,Inc.	\$334.77		
11311	03/09/2011	Open			Accounts Payable	Battlefield Balladeers	\$350.00		
11312	03/09/2011	Open			Accounts Payable	Berwyn Ace Hardware	\$34.51		
11313	03/09/2011	Open			Accounts Payable	Berwyn Development Corporation	\$56,827.54		
11314	03/09/2011	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$685.72		
11315	03/09/2011	Open			Accounts Payable	BLACKSTONE AUDIOBOOKS	\$143.50		
11316	03/09/2011	Open			Accounts Payable	Blue Cross / Blue Shield of Illinois	\$548,420.93		
11317	03/09/2011	Open			Accounts Payable	BOURBONNAIS SUPPLY CO, INC.	\$4,115.58		
11318	03/09/2011	Open			Accounts Payable	Brancato Landscaping	\$3,844.16		

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled	Difference
44240	02/00/2011	0		Volued Date	Accounts Payable	Decadoshum Industrial Consiss		Amount	
11319	03/09/2011	Open			Accounts Payable	Brandenburg Industrial Service Company	\$105,750.00		
11320	03/09/2011	Open			Accounts Payable	BRIAN MADDEN	\$540.00		
11321	03/09/2011	Open			Accounts Payable	CASSIDY TIRE	\$181.00		
11322	03/09/2011	Open			Accounts Payable	CDW Government, Inc.	\$6,632.04		
11323	03/09/2011	Open			Accounts Payable	Cesar A. Santoy	\$293.84		
11324	03/09/2011	Ореп			Accounts Payable	Chicago International Truck	\$634.90		
11325	03/09/2011	Open			Accounts Payable	Chicago Office Technology Group	\$331.72		
11326	03/09/2011	Open			Accounts Payable	CHICAGO TITLE INSURANCE COMPANY	\$175.00		
11327	03/09/2011	Open			Accounts Payable	Chippewa Business Systems	\$134.08		
11328	03/09/2011	Open			Accounts Payable	Chippewa Business Systems	\$115.32		
11329	03/09/2011	Орел			Accounts Payable	CHROMATE CORPORATION	\$689.15		
11330	03/09/2011	Open			Accounts Payable	CITADEL	\$90.00		
11331	03/09/2011	Open			Accounts Payable	ComEd	\$2,429.10		
11332	03/09/2011	Open			Accounts Payable	ComEd	\$40.09		
11333	03/09/2011	Open			Accounts Payable	COMPUTER POWER SYSTEMS, INC.	\$715.00		
11334	03/09/2011	Open			Accounts Payable	Crana Concrete,Inc.	\$93,400.00		
11335	03/09/2011	Open			Accounts Payable	Crowe Horwath,LLP	\$8,000.00		
11336	03/09/2011	Open			Accounts Payable	Crystal Vela	\$9.00		
11337	03/09/2011	Open			Accounts Payable	CUDA LAW OFFICES, LTD	\$5,378.44		
11338	03/09/2011	Open			Accounts Payable	D & P Construction Co., Inc.	\$5,500.00		
11339	03/09/2011	Open			Accounts Payable	Dan Marcotte	\$600.00		
11340	03/09/2011	Open			Accounts Payable	Deece Automotive	\$460.50		
11341	03/09/2011	Open			Accounts Payable	Dell Marketing, LP	\$123.19		
11342	03/09/2011	Open			Accounts Payable	Dell Marketing, LP	\$169.09		
11343	03/09/2011	Open			Accounts Payable	DENIS O'HALLORAN	\$87.00		
11344	03/09/2011	Open			Accounts Payable	Deutsche Bank	\$513.53		
11345	03/09/2011	Open			Accounts Payable	Diamond Graphics, Inc.	\$1,960.00		
11346	03/09/2011	Open			Accounts Payable	Discovery Awnings & Canapies, iNC.	\$6,300.00		
11347	03/09/2011	Open			Accounts Payable	Discovery Awnings & Canapies, iNC.	\$7,500.00		
11348	03/09/2011	Open			Accounts Payable	DON MORRIS ARCHITECTS, P.C.	\$8,315.00		
11349	03/09/2011	Open			Accounts Payable	Dorothy Lesnick	\$13.60		
11350	03/09/2011	Open			Accounts Payable	DVA.COM	\$64.93		
11351	03/09/2011	Open			Accounts Payable	EBSCO SUBSCRIPTION SERVICE	\$12.45		
11352	03/09/2011	Open			Accounts Payable	ECOLAB	\$81.06		
11353	03/09/2011	Open			Accounts Payable	Equilibrium IT Solutions, Inc.	\$1,400.00		
11354	03/09/2011	Open			Accounts Payable	Evanced Solutions	\$1,300.00		
11355	03/09/2011	Open			Accounts Payable	F.I.R.E. PERSONNEL TESTING SERVICE	\$4,163.00		
11356	03/09/2011	Open			Accounts Payable	Farid Khatib	\$100.00		
11357	03/09/2011	Open			Accounts Payable	Federal Express Corporation	\$73.66		
11358	03/09/2011	Open			Accounts Payable	Flash Electric Company	\$3,375.00		

Payment Register

Number	Date	Status	Vold Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11359	03/09/2011	Open			Accounts Payable	Fort Dearborn Life Insurance Company	\$4,846.17		
11360	03/09/2011	Open			Accounts Payable	Frank Novotny & Associates	\$47,923.60		
11361	03/09/2011	Open			Accounts Payable	Frankfort Public Library	\$35.00		
11362	03/09/2011	Open			Accounts Payable	FREEWAY FORD TRUCK SALES	\$230.99		
11363	03/09/2011	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$41.25		
11364	03/09/2011	Open			Accounts Payable	G.NEIL	\$59.99		
11365	03/09/2011	Open			Accounts Payable	GABRIEL SALES	\$239.04		
11366	03/09/2011	Open			Accounts Payable	GALE	\$179.22		
11367	03/09/2011	Open			Accounts Payable	Gema Romero	\$44.99		
11368	03/09/2011	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemec & Hoff, LTD.	\$11,856.90		
11369	03/09/2011	Open			Accounts Payable	GREAT WEST ELECTRIC SUPPLY CO	\$148.02		
11370	03/09/2011	Open			Accounts Payable	Gurtner Plumbing,Inc.	\$1,362.00		
11371	03/09/2011	Open			Accounts Payable	HAIGES MACHINERY, INC.	\$182.00		
11372	03/09/2011	Open			Accounts Payable	HASTINGS AIR-ENERGY CONTROL	\$129.95		
11373	03/09/2011	Open			Accounts Payable	HD SUPPLY WATERWORKS,LTD	\$13,050.00		
11374	03/09/2011	Open			Accounts Payable	Heritage Funeral Home	\$535.00		
11375	03/09/2011	Open			Accounts Payable	HIGH PSI LTD.	\$963.50		
11376	03/09/2011	Open			Accounts Payable	HIGHSMITH COMPANY	\$33.59		
11377	03/09/2011	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$133.65		
11378	03/09/2011	Open			Accounts Payable	Humana	\$275.05		
11379	03/09/2011	Open			Accounts Payable	Illinols Association of Property & Evidence Mgrs.	\$95.00		
11380	03/09/2011	Open			Accounts Payable	Illinois Fire Chiefs' Association	\$600.00		
11381	03/09/2011	Open			Accounts Payable	Ingram Library Services	\$1,686.33		
11382	03/09/2011	Open			Accounts Payable	J.J. Faust Properties, Inc.	\$50,000.00		
11383	03/09/2011	Open			Accounts Payable	Jack's Rental, Inc.	\$78.20		
11384	03/09/2011	Open			Accounts Payable	Janice Rake	\$22.45		
11385	03/09/2011	Open			Accounts Payable	Jennifer Mazur-Stillo	\$1,695.00		
11386	03/09/2011	Open			Accounts Payable	Jim Frank	\$108.05		
11387	03/09/2011	Open			Accounts Payable	JNC CONSULTING, INC	\$3,969.38		
11388	03/09/2011	Open			Accounts Payable	John Tarullo	\$2,820.00		
11389	03/09/2011	Open			Accounts Payable	John Wysocki	\$45.00		
11390	03/09/2011	Open			Accounts Payable	Jorge Mariscal	\$19.81		
11391	03/09/2011	Open			Accounts Payable	Joseph Neuzil	\$10.52		
11392	03/09/2011	Open			Accounts Payable	Just Tires	\$1,551.55		
11393	03/09/2011	Open			Accounts Payable	JYNETTE AYALA	\$26.51		
11394	03/09/2011	Open			Accounts Payable	K's Construction	\$470.00		
11395	03/09/2011	Open			Accounts Payable	Kathryn Acosta	\$5,250.00		
11396	03/09/2011	Open			Accounts Payable	KB Lawn and Mulch	\$500.00		
11397	03/09/2011	Open			Accounts Payable	KBJ Investments,LLC	\$1,475.00		
11398	03/09/2011	Open			Accounts Payable	Key Government Finance, Inc.	\$24,820.71		

Payment Register

Number	Date	Status	Vold Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11399	03/09/2011	Open			Accounts Payable	KIEFT BROS,INC.	\$565.00		
11400	03/09/2011	Open			Accounts Payable	Kleen Teem Inc.	\$800.00		
11401	03/09/2011	Open			Accounts Payable	L-K FIRE EXTINGUISHER SERVICE	\$166.45		
11402	03/09/2011	Open			Accounts Payable	LANDMARK AUDIOBOOKS	\$28.05		
11403	03/09/2011	Open			Accounts Payable	Lawndale News	\$1,364.13		
11404	03/09/2011	Open			Accounts Payable	LEWIS PAPER PLACE	\$471.20		
11405	03/09/2011	Open			Accounts Payable	LEXISNEXIS	\$467.00		
11406	03/09/2011	Open			Accounts Payable	Ma Del Rocio Campos	\$39.18		
11407	03/09/2011	Open			Accounts Payable	Margaret M. Michelli	\$683.28		
11408	03/09/2011	Open			Accounts Payable	Maria Gomez	\$100.00		
11409	03/09/2011	Open			Accounts Payable	MARLIN LEASING	\$411.06		
11410	03/09/2011	Open			Accounts Payable	MATTHEW BENDER & CO., INC.	\$80.91		
11411	03/09/2011	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$95.00		
11412	03/09/2011	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$2,975.42		
11413	03/09/2011	Open			Accounts Payable	Medical Relmbursement Services, Inc.	\$5,460.00		
11414	03/09/2011	Open			Accounts Payable	Menards	\$189.40		
11415	03/09/2011	Open			Accounts Payable	Metro Clerking, Inc.	\$20.00		
11416	03/09/2011	Open			Accounts Payable	Metropolitan Library System	\$7.82		
11417	03/09/2011	Open			Accounts Payable	MID AMERICAN WATER, INC	\$2,043.00		
11418	03/09/2011	Open			Accounts Payable	MIDWEST PROPERTY MANAGEMENT	\$1,000.00		
11419	03/09/2011	Open			Accounts Payable	Midwest Tape	\$147.94		
11420	03/09/2011	Open			Accounts Payable	MIKE & SONS	\$5,442.69		
11421	03/09/2011	Open			Accounts Payable	MILTON F PERSIN	\$47.60		
11422	03/09/2011	Open			Accounts Payable	Monroe Truck Equiptment, Inc.	\$175.10		
11423	03/09/2011	Open			Accounts Payable	MRA	\$20,734.43		
11424	03/09/2011	Open			Accounts Payable	MUNICIPAL CLERKS OF ILLINOIS	\$60.00		
11425	03/09/2011	Open			Accounts Payable	NAEIR	\$499.38		
11426	03/09/2011	Open			Accounts Payable	Nancy Kubat	\$250.00		
11427	03/09/2011	Open			Accounts Payable	NATIONAL SEED	\$2,288.00		
11428	03/09/2011	Open			Accounts Payable	Nextel Communications	\$691.16		
11429	03/09/2011	Open			Accounts Payable	Nicor Gas	\$3,895.66		
11430	03/09/2011	Open			Accounts Payable	Nicor Gas	\$324.93		
11431	03/09/2011	Open			Accounts Payable	NORTH AMERICAN SALT CO.	\$55,319.27		
11432	03/09/2011	Open			Accounts Payable	Odelson & Sterk, LTD	\$17,014.17		
11433	03/09/2011	Open			Accounts Payable	Office Depot	\$125.52		
11434	03/09/2011	Open			Accounts Payable	Office Equiptment Sales	\$832.83		
11435	03/09/2011	Open			Accounts Payable	OLDIES.COM	\$448.01		
11436	03/09/2011	Open			Accounts Payable	ORIENTAL TRADING CO.	\$116.72		
11437	03/09/2011	Open			Accounts Payable	Patrick N.Murray	\$1,837.00		
11438	03/09/2011	Open			Accounts Payable	PATTEN INDUSTRIES, INC.	\$3,526.51		
11439	03/09/2011	Open			Accounts Payable	Pedro Huizar	\$1,475.00		
11440	03/09/2011	Open			Accounts Payable	Pitney Bowes	\$2,313.00		

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Differenc
11441	03/09/2011	Ореп			Accounts Payable	Porter Lee Corporation	\$176.50		
11442	03/09/2011	Open			Accounts Payable	PROFESSIONAL PEST CONTROL,INC.	\$65.00		
11443	03/09/2011	Open			Accounts Payable	R.D.V. ELECTRIC INC.	\$300.00		
11444	03/09/2011	Open			Accounts Payable	Rally Capital Serc.,LLC	\$933.82		
11445	03/09/2011	Open			Accounts Payable	Randall Bacidore	\$67.35		
11446	03/09/2011	Open			Accounts Payable	RESEARCH TECHNOLOGY INT'L	\$194.95		
11447	03/09/2011	Open			Accounts Payable	RESTORE BOARD-UP	\$1,852.00		
11448	03/09/2011	Open			Accounts Payable	Richard C. Dahms	\$690.00		
11449	03/09/2011	Open			Accounts Payable	Rider's Needs	\$100.57		
11450	03/09/2011	Open			Accounts Payable	Riverside Public Library	\$63.00		
11451	03/09/2011	Open			Accounts Payable	Rizza Ford	\$1,220.01		
11452	03/09/2011	Open			Accounts Payable	ROADSAFE-ROMEOVILLE	\$4,273.60		
11453	03/09/2011	Ореп			Accounts Payable	ROBERT DWAN	\$194.32		
11454	03/09/2011	Open			Accounts Payable	ROBERT PILCH	\$87.00		
11455	03/09/2011	Open			Accounts Payable	ROBERT R.ANDREAS & SONS	\$987.50		
11456	03/09/2011	Open			Accounts Payable	Roscoe Company	\$799.17		
11457	03/09/2011	Open			Accounts Payable	SABER-TOOTH COMPUTING	\$900.00		
11458	03/09/2011	Open			Accounts Payable	Sam's Club	\$70.00		
11459	03/09/2011	Open			Accounts Payable	Secretary of State	\$99.00		
11460	03/09/2011	Open			Accounts Payable	SERVICE SPRING	\$4,099.65		
11461	03/09/2011	Open			Accounts Payable	Showcases	\$386.10		
11462	03/09/2011	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$1,058.28		
11463	03/09/2011	Open			Accounts Payable	Snappy Convenience Center #12	\$9.00		
11464	03/09/2011	Open			Accounts Payable	Special Events Management	\$2,500.00		
11465	03/09/2011	Орел			Accounts Payable	SPECIALTY STORE UNLIMITED	\$97.23		
11466	03/09/2011	Open			Accounts Payable	Sprint	\$677.82		
11467	03/09/2011	Open			Accounts Payable	Stanley Security Solutions, Inc.	\$108.29		
11468	03/09/2011	Open			Accounts Payable	State Treasurer	\$604.23		
11469	03/09/2011	Open			Accounts Payable	Stella's Sports Complex, Inc.	\$485.00		
11470	03/09/2011	Open			Accounts Payable	STREICHER'S	\$699.00		
11471	03/09/2011	Open			Accounts Payable	Strictly Sewers	\$3,000.00		
11472	03/09/2011	Open			Accounts Payable	SUBURBAN LABORATORIES, INC.	\$495.00		
11473	03/09/2011	Open			Accounts Payable	Sunbelt Rentals	\$1,134.90		
11474	03/09/2011	Open			Accounts Payable	SUPERIOR AWARDS	\$64.28		
11475	03/09/2011	Open			Accounts Payable	Tele-Tron Ace Hardware	\$192.32		
11476	03/09/2011	Open			Accounts Payable	THE AV CAFE	\$281.27		
11477	03/09/2011	Open			Accounts Payable	The Cincinnati Insurance Company	\$2,245.00		
11478	03/09/2011	Open			Accounts Payable	The Hartford	\$2,835.00		
11479	03/09/2011	Open			Accounts Payable	The Library Store	\$391.73		
11480	03/09/2011	Open			Accounts Payable	The Lifeguard Store, Inc.	\$752.62		
11481	03/09/2011	Open			Accounts Payable	THE ZONE HONDA KAWASAKI	\$238.82		

Payment Register

Number	Date	Status	Vold Reason	Reconciled/ Volded Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
11482	03/09/2011	Open			Accounts P	ayable	THOSE FUNNY LITTLE PEOPLE ENTERPRISES, INC.	\$285.00		
11483	03/09/2011	Ореп			Accounts P	ayable	TIME OUT CHICAGO	\$19.99		
11484	03/09/2011	Open			Accounts P	ayable	Timothy Keske	\$4,624.00		
11485	03/09/2011	Open			Accounts P	ayable	Tom Czajka	\$100.00		
11486	03/09/2011	Open			Accounts P	ayable	Town of Cicero, Animal Welfare Dept.	\$888.25		
11487	03/09/2011	Open			Accounts P	ayable	Tryad Automotive	\$966.35		
11488	03/09/2011	Open			Accounts P		U.S. Cellular	\$384.21		
11489	03/09/2011	Open			Accounts P	ayable	ULINE	\$138.33		
11490	03/09/2011	Open			Accounts P	ayable	US Gas	\$127.60		
11491	03/09/2011	Open			Accounts P	ayable	Veronica Medina & Marcela Mendoza	\$1,475.00		
11492	03/09/2011	Open			Accounts P	avable	VIOLET FLOWER SHOP	\$38.00		
11493	03/09/2011	Open			Accounts P		Voltexx, Inc.	\$192.45		
11494	03/09/2011	Open			Accounts P		WALGREENS CO.	\$26.78		
11495	03/09/2011	Open			Accounts P		Women's Health	\$19.80		
11496	03/09/2011	Open			Accounts P	17.75.25	WORLD FUEL SERVICES	\$1,643.34		
11497	03/09/2011	Орел			Accounts P		Zee Medical, Inc.	\$365.98		
Type Check					218 Transa			\$1,312,762.08		
	al Cash Totals				2020/02/02	2.00.0				
31 33	. • • • • • • • • • • • • • • • • • • •			Checks	Status	Count	Transaction Amount	Rec	conciled Amount	
					Open	218	\$1,312,762.08		55	
					Total	218	지 :		\$0.00	
				All	Status	Count		Rei	conciled Amount	
					Open	218			co.oo	
					Total	218	\$1,312,762.08		\$0.00	
Grand Tota	us:			Checks	Status	Count	Transaction Amount	Poss	nciled Amount	
				Checks	Open	218		Note	moned Amount	
					Total	218			\$0.00	
				IIA	Status	Count		Reco	nclled Amount	
					Ореп	218			14 KL 2011 4 TO C. T. C. C.	
					Total	218	\$1,312,762.08		\$0.00	



Charles D. Lazzara Building Director

A Century of Progress with Pride

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

March 2, 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 February 2011, along with a copy of Permit Statistics for this same period.

Respectfully,

Charles D. Lazzara, Director

Building Department

CDL:cr Encs.

	Between: 2/1/2011	And <u>2/28/2011</u>			Cost Of	Cost Of
Name and Address			Issued	Permit No.	Improvements	Permit
Marcela Mendoza & Veronica Me	1918 S. Lombard Avenue	ELECTRIC AND PLUMBING REINSPECTIONS	2/3/2011	Bidg-R 6888-2	\$100.00	\$100.00
Midwest Trust Services, Inc.	6347 W. Cermak Road	RE ISSUE OF PERMIT FOR ADDITIONAL INSPECTIONS OF: 3 FOR PLUMBING & "1 FOR DON M. REVIEW OF ARCHITECTS LETTER."	2/3/2011	Bidg-R 7491-3	\$0.00	\$215.00
Midwest Trust Services, Inc.	6347 W. Cermak Road	ADDITIONAL ELECTRICAL INSPECTIONS.	2/14/2011	Bldg-R 7491-4	\$0.00	\$100.00
3 Building Permi	ts Issued During Period		To	otals	\$100.00	\$415.00

Permits Issued By The Building Department

Wednesday, March 02, 2011

Between: 2/1/2011 And 2/28/2011 Feb. - 2011

				020.
Building	Permits Issued:	3	Cost of Improvements:	\$100.00
<u>Dumpster</u>	Permits Issued:	3	Cost of Improvements:	\$0.00
<u>Electrical</u>	Permits Issued:	16	Cost of Improvements:	\$21,850.00
<u>Fence</u>	Permits Issued:	1	Cost of Improvements:	\$800.00
HVAC	Permits Issued:	4	Cost of Improvements:	\$13,986.00
Local Improvement	Permits Issued:	60	Cost of Improvements:	\$634,496.00
Plumbing	Permits Issued:	21	Cost of Improvements:	\$46,293.00
Roofing	Permits Issued:	13	Cost of Improvements:	\$66,025.00
Sign	Permits Issued:	4	Cost of Improvements:	\$31,056.00
3	Total Permits:	<u>125</u>	Total Improvements:	\$814,606.00

Fees Collected

Final Building	\$1,685.00
Local Improvement Permit	\$10,235.00
Electrical Fees	\$760.00
Electrical Service	\$250.00
Electrical Inspection	\$2,850.00
Signs	\$1,125.00
Framing Inspection	\$1,145.00
Inspection	\$2,205.00
Fence Fees	\$35.00

Permits Issued By The Building Department

Wednesday, March 02, 2011

Between:	2/1/2011	And	2/28/2011

Plumbing Fees	\$630.00
Plumbing Inspection	\$2,250.00
Plumbing Inspection (Underground)	\$500.00
Post Hole Inspection	\$50.00
HVAC Permit	\$275.00
HVAC Inspection	\$1,575.00
Service Charge	\$3,345.00
Insulation/Fire Stopping Inspection	\$280.00
New Water Meter	\$1,925.00
Tap Fee	\$500.00
Dumpster	\$650.00
Pre-Pour Inspection	\$495.00
Stack Test	\$200.00
Fine - Working Without Permit	\$500.00
Roof Covering Fees	\$830.00
Fire Department	\$650.00
Miscellaneous Fees	\$14.00
Plan Review Fee - w/Permits	\$1,357.13

Total Fees Collected \$36,316.13

Permits Issued By The Building Department

Wednesday, March 02, 2011

Between: 2/1/2010 And 2/28/2010	FEB	2010
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<u>Building</u>	Permits Issued:	2	Cost of Improvements:	\$7,500.00
<u>Dumpster</u>	Permits Issued:	3	Cost of Improvements:	\$200.00
<u>Electrical</u>	Permits Issued:	14	Cost of Improvements:	\$15,751.00
<u>Fence</u>	Permits Issued:	1	Cost of Improvements:	\$6,500.00
Garage	Permits Issued:	3	Cost of Improvements:	\$13,663.00
HVAC	Permits Issued:	16	Cost of Improvements:	\$71,293.32
Local Improvement	Permits Issued:	62	Cost of Improvements:	\$282,363.00
Plumbing	Permits Issued:	21	Cost of Improvements:	\$17,312.00
Roofing	Permits Issued:	3	Cost of Improvements:	\$4,480.00
Sign	Permits Issued:	7	Cost of Improvements:	\$56,280.00
	Total Permits:	<u>132</u>	Total Improvements:	\$475,342.32

Fees Collected

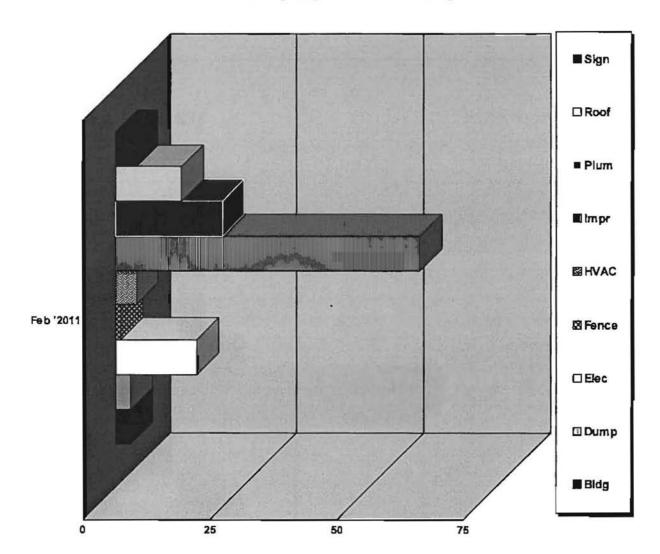
Backfill Inspection	\$50.00
Building Permit	\$125.00
Local Improvement Permit	\$5,820.00
Electrical Fees	\$580.00
Electrical Inspection	\$4,170.00
Signs	\$825.00

Between: 2/1/2010 And 2/28/2010

Footing Inspection	\$50.00
Framing Inspection	\$1,455.00
Inspection	\$2,005.00
Fence Fees	\$35.00
Plumbing Fees	\$735.00
Plumbing Inspection	\$2,740.00
Plumbing Inspection (Underground)	\$460.00
Post Hole Inspection	\$50.00
HVAC Permit	\$795.00
HVAC Inspection	\$3,125.00
Service Charge	\$4,214.88
Insulation/Fire Stopping Inspection	\$630.00
New Water Meter	\$775.00
Tap Fee	\$1,500.00
Demolition Fees	\$50.00
Dumpster	\$325.00
Parkway Use	\$50.00
Parkway Inspection	\$80.00
Pre-Pour Inspection	\$250.00
Sidewalk Opening	\$75.00
Street Opening	\$75.00
Fine - Working Without Permit	\$700.00
Roof Covering Fees	\$315.00
Garage Permit	\$100.00
Plan Review Fee - w/Permits	\$820.00

Total Fees (Collected .) . . . \$32,979.88

For Period Beginning 2/1/2011 And Ending 2/28/2011

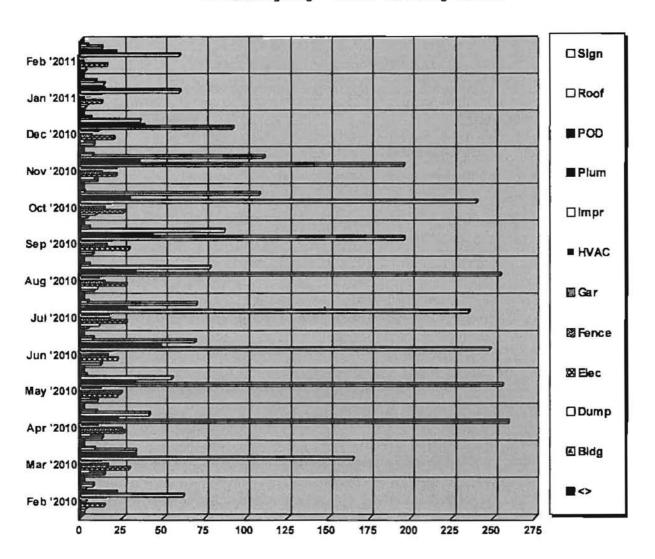


Permit Detail

2011	February	Bldg	3
2011	February	Dump	3
2011	February	Elec	16
2011	February	Fence	1
2011	February	HVAC	4
2011	February	Impr	80
2011	February	Plum	21
2011	February	Roof	13
2011	February	Sign	4

125

For Period Beginning 2/1/2010 And Ending 2/28/2011



Permit Detail

2011	February	Bidg	3		2010	December	Bldg	8
2011	February	Dump	3		2010	December	Dump	2
2011	February	Elec	18		2010	December	Elec	20
2011	February	Fence	1		2010	December	Fence	6
2011	February	HVAC	4		2010	December	Gar	6
2011	February	impr	60		2010	December	HVAC	12
2011	February	Plum	21		2010	December	Impr	92
2011	February	Roof	13		2010	December	Plum	38
2011	February	Sign	4		2010	December	POD	1
		-		125	2010	December	Roof	36
2011	January	8ldg			2010	December	Sign	6
2011	January	Dump	4					
2011	January	Elec	13		2010	November		1
2011	January	Gar	.,		2010	November	8100	10
2011	January	HVAC	14		2010	November	Dump	10
2011	January	Impr	60		2010	November	Elec	21
2011	January	Plum	14		2010	November	Fence	12
2011	January	POD	1		2010	November	Gar	4
2011	January	Roof	14		2010	November	HVAC	23
2011	January	Sign	9		2010	November	impr	196
				133	2010	November	Plum	35
					2010	November	Roof	111
					2010	November	Sign	7

Permit Detail

010	October		1		2	2010	April	Bldg	13
010	October	Bldg	4			2010	April	Dump	8
2010	October	Dump	9			2010	April	Elec	28
2010	October	Elec	26			2010	April	Fence	24
			14					Gar	3
010	October	Fence				2010	April		
010	October	Gar	7			2010	April	HVAC	11
010	October	HVAC	19		2	2010	HingA	Impr	259
010	October	imp/	240		2	2010	April	Plum	22
010	October	Plum	29			2010	April	POD	1
010	October	POD	1			2010	April	Roof	41
010			108			2010			9
	October	Roof				2010	April	Sign	
010	October	Sign	2						
				460	2	2010	March	Blog	14
010	September	Blog	7			2010	March	Dump	5
010			7			2010	March	Elec	29
	September	Dump							
010	September	Elec	29			2010	March	Fence	18
010	September	Fence	15			2010	March	Gar	8
010	September	Gar	В		2	2010	March	HVAC	13
010	September	HVAC	20			2010	March	Impr	185
110	September	Impr	196			2010	March	Plum	33
10	September	Plum	43			2010	March	Roof	33
010	September	POD	2		2	2010	March	Sign	8
010	September	Roof	87						
010	September	Sign	5			2010	February	Bldg	2
				419		2010	February	Dump	3
210	August	Blde	^					1 41 31 1 1 1 1 1	
010	August	Bkig	8			2010	February	Elec	14
010	August	Dump	10			2010	February	Fence	1
010	August	Elec	27			2010	February	Gar	3
010	August	Fence	14		2	2010	February	HVAC	18
010	August	Gar	4			2010	February	Impr	62
010	August	HVAC	12			2010	February	Plum	21
	1000 To 1000 T								
010	August	Impr	254			2010	February	Roof	3
010	August	Plum	33		2	2010	February	Sign	7
010	August	Roof	78						
010	August	Sign	5						
				445					
		2.7	341	CACIONIO.					
010	July	8ldg	4						
010	July	Dump	11						
010	July	Elec	27						
010	July	Fence	17						
010	July	Gar	9						
110	July	HVAC	18						
10	July	Impr	235						
110	July	Plum	27						
10	July	POD	3						
10	July	Roof	70						
110	July	Sign	4						
				425					
				740					
10	June	Bidg	12						
10	June	Dump	12						
10	June	Elec	22						
110	June	Fence	16						
210	June	Gar	6						
310	June	HVAC	20						
	June	Impr	248						
010		Plum	48						
	June								
010			89						
010 010	June	Roof	89 7						
10			7	490					
10	June	Roof		480					
10	June June	Roof Sign	7	480					
10 110 110	June June May	Roof Sign Bldg	10	480					
110	June June May May	Roof Sign Bldg Dump	10 8	480					
010	June June May May May	Roof Sign Blog Dump Elec	10 8 22	480					
010 010 010 010 010 010	June June May May May May	Roof Sign Bldg Dump Elec Fence	7 10 8 22 24	480					
010	June June May May May	Roof Sign Bldg Dump Elec Fence Gar	7 10 8 22 24 5	480					
010	June June May May May May	Roof Sign Bldg Dump Elec Fence	7 10 8 22 24	480					
010 010 010 010 010 010 010 010	June June May May May May May May May	Roof Sign Bldg Dump Elec Fence Gar HVAC	7 10 8 22 24 5	480					
10 10 10 10 10 10 10 10	June June May May May May May May May	Roof Sign Bldg Dump Elec Fence Gar HVAC Impr	7 10 8 22 24 5 13 255	480					
010	June June May May May May May May May May	Roof Sign Bldg Dump Elec Fence Gar HVAC Impr Plum	7 10 8 22 24 5 13 255 32	480					
	June June May May May May May May May	Roof Sign Bldg Dump Elec Fence Gar HVAC Impr	7 10 8 22 24 5 13 255	480					

Total Permits Issued 4412

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

March 4, 2011

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

Re: Handicap Sign Request #717

Veronica Razo Campos 3308 S. Harvey Ave.

Mayor and City Council Members:

I concur with the recommendations of the investigating officer in the attached application and ask that this request be **denied**.

Respectfully,

Jeffrey Boyajian 2nd Ward Alderman

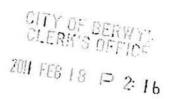
6401 West 31" Street Berwyn, Blinois 60402-0733 Phone (708) 795-5600 (Fax) 795-5627 Emergency 9-1-1

FROM:	BERWYN POLICE DEPARTM LOCAL ORDINANCE DIVISIO	
DATE:	February 24, 2011	
RE:	HANDICAPPED SIGN FOR:	Veronica Razo Campos #717
	ED IS A REQUEST FOR A HAND IN THE CITY OF BERWYN PA	RKWAY IN FRONT OF:
	3308 S. Harvey Ave	<u> </u>
PLEASE F	REVIEW THE ATTACHED PAPE	RWORK AND ADVISE.
CC: A	LDERMAN Jeffrey E	Boyajian

HONORABLE MAYOR ROBERT J. LOVERO AND

MEMBERS OF THE BERWYN CITY COUNCIL

TO:



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

(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lo And Members of C		Í	From: Berwyn Polic Community		
Date: 02-17-2011			Application: 717		
Name of Applicant: Ver	ronica Raze	o Campos			
Address: 3308 S. Harve	y Ave, Ber	wyn, IL 60402			
Telephone:					
Nature of Disability:					
Information	YES	NO	Information	YES	<u>_NO</u>
Doctor's Note/ Affidavit:	\boxtimes		Interviewed:	\boxtimes	
Owner's Support Letter:	\boxtimes		Handicap Plates:	\boxtimes	
Garage:	\boxtimes		Wheelchair:		
Driveway:		\boxtimes	Walker:	18 7	_
Off Street:	\boxtimes		Cane:		
On Street:	\boxtimes		Oxygen:	_	896
Meets Requirements:	\boxtimes		Report Number:	11-01465	
Recommendation: A	PPROVE	\square deny \boxtimes	Reporting Office	r: Raimor	ndi #192
Comments:			•		
Alderman:			Ward: 🚱		





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

(Fux) 795-5627 Emergency 911

HANDICAPPED PARKING INTERVIEW FORM

Logged In Book: 02-17-2011

Application Number: 717

6401 West 31st Street Berwyn, 1L 60402 (708) 795-5600 DESCRIPTION STATION COMPLAINT LICE INCIDENT & 11-01465 9041 (Applicant Fife) Applicant File HOW RECEIVED RELATED CAD # DOT # REPORT TYPE Incident Report C11-006291 In Progress LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 02/10/2011 11:00 3308 S Harvey AV Berwyn, IL 60402 TIME OF OCCURRENCE STATUS CODE STATUS DATE 02/10/2011 11:00 INVOLVED ENTITIES NAME DOE AGE ADDRESS **Juvenile** **Juvenile** RACE HAIR EYES PHONE SEY HOT **Juvenile** CLOTKING ** Juvenile ** ** Juvenile ** ** Juvenile ** UCR RELATED EVENT 9041 (Applicant File) - 0 count(s) Other ADDRESS 3308 S Harvey AV Berwyn, IL 60402 Campos, Enrique HACE M CLOTHING SID# FBIR RELATED EVENT UCR 9041 (Applicant File) - 0 count(s) Other 000 AGE ADDRESS 3308 S Harvey AV Berwyn, 1L 60402 Razo-Campos, Veronica RACE HOT EYES. PHONE SEX DLA FBI # CLOTHING RELATED EVENT 9041 (Applicant File) - 0 count(s) Reporting Party INVOLVED VEHICLES DIVOLVENENT Van/Minivan MODEL COLOR COMMENTS YEAR MAKE 2007 Black Dodge Caravan OWNER Campos, Enrique NARRATIVES PRIMARY NARRATIVE In Summary: and her husband Enrique Campos , who reside at 3308 S. Veronica Razo-Campos Harvey Avenue, Berwyn, IL 60402, are requesting handicapped signs to be placed in front of their residence at said address. and suffers from was born with , which Mr and Mrs Campos' son Daniel

REPORTING OFFICER RAIMONDI, MARGO J BRATE 192

DATE/TIME 02/10/2011 11:00 INCIDENT #

11-01465

Page 1 of 2

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

	STATION COMPLAINT UCR	Ø€S	CRPTION	INCIDENT #	
5	9041 (Applicant File) REPORT TYPE	RELATED CAD #	pplicant Fite	11-01465 HOW RECEIVED	
	Incident Report when REPORTED	C11-006291 LOCATION OF OFFENSE (HOUSE N	O., STREET NAME)	In Progress	
,	02/10/2011 11:00 TIME OF OCCURRENCE	3308 S Harvey AV Berwy	/n, IL 60402 SYATUS CODE	STATUS DATE	
1	02/10/2011 11:00	1			
1	to the cars from The C	_	There is no side drive, howev	onday through Friday 8:00am-12:0 or, there is a two car garage on the	0pm, due
-	Daniel Campos meets	the State and City requirement	nts for being handicapped.		
	Due to the availability	of the garage on premises, th	* De Contraction C	ation should be denied at this time.	ii.
1	REPORTING OFFICER RAIMONDI, MARGO J	192	REVIEWER	STAR	•
	ASSISTING OFFICERS 43				
		OFFI	CERS	377	AR #
Ŷ					

Robert J. Lovero Mavor



James D. Ritz Chief of Police

JAN 2 8 'DH

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 aniel Campos

of Handicapped Applicant)

(Address)

(Address)

(Address)

(Telephone Number)

(City Vehicle Sticker Number and Year) (Name of Handicapped Applicant) (Name of caregiver, if applicable) (Illinois Handicapped License Plate Number (Illinois Handicap Placard Number) (Illinois License Plate 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 of handicapped person or their legal guardian) (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.) (Physicia, _ Jenause)

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

The City of Berwyn



Jeffrey G. Boyajian 2nd Ward Alderman

A Century of Progress with Pride

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March 4, 2011

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

Re: Handicap Sign Request #718 Yaravi Garcia

3032 S. Clarence Ave.

Mayor and City Council Members:

I concur with the recommendations of the investigating officer in the attached application and ask that this request be **Approved**.

Respectfully,

Jeffrey Boyajian 2nd Ward Alderman

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

TO:	HONORABLE MAYOR ROE MEMBERS OF THE BERW	
FROM:	BERWYN POLICE DEPART LOCAL ORDINANCE DIVIS	
DATE:	February 24, 2011	
RE:	HANDICAPPED SIGN FOR	Yaravi Garcia # 718
	HED IS A REQUEST FOR A HA ED IN THE CITY OF BERWYN 3032 S. Clarence	PARKWAY IN FRONT OF:
PLEASE	E REVIEW THE ATTACHED PA	PERWORK AND ADVISE.

CLERK'S OFFICE

2011 FEB 23 A (I: 53)

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

(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

To: Mayor Robert J. Lo And Members of C		if	From: Berwyn Police Community		
Date: 02-23-2011			Application:	718	
Name of Applicant: Yar	avi Garcia	1			
Address: 3032 S. Claren	ce Ave, B	erwyn, IL 60402			
Telephone:	1				
Nature of Disability:					
Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	\boxtimes		Interviewed:	\boxtimes	
Owner's Support Letter:	\boxtimes		Handicap Plates:	\boxtimes	
Garage:			Wheelchair:	-	_
Driveway:			Walker:		_
Off Street:			Cane:	_	
On Street:	\boxtimes		Oxygen:	_	
Meets Requirements:	\boxtimes		Report Number:	1-02030	
Recommendation: Al	PPROVE	DENY □	Reporting Office	r: Raimor	ndi #192
Comments:					
Alderman:			Ward: (2)		





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

HANDICAPPED PARKING INTERVIEW FORM

Name of Handicapped Person: Cristian Garcia
Applicant Address: 3032 S. Clarence Ave, Berwyn, IL 60402
Applicant Phone #:
Applicant D/L or ID#: N/A D.O.B:
Caregivers Name: Yaravi Garcia
Caregivers D/L #:
Vehicle Make: Honda Vehicle Model: Odyssey Vehicle Year: 2001 Vehicle Color: Green
License Plate: Handicapped Placard #: BA12979
Does Applicant Use:
Wheelchair:
Parking Availability:
Driveway: ☐ Garage: ☐ On Street: ☑ Off Street: ☐
Notes: Yaravi Garcia, who resides at 3032 S. Clarence Ave, Berwyn IL, 60402, is requesting Handicapped Parking signs to be placed in front of her residence, due to limited parking availability. There is no garage on the premises. Ms Garcia's son, Cristian, suffers from , and , which limits his mobility on a daily basis.
Cristian Garcia meets the City and State requirements for being handicapped.
Applicant Interview
Completion Date: 02-15-2011

Application Number: 718 Logged in Book: 02-15-2011

ncident#: 11-02030

Berwyn Police Department

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

9041 (Applicant File) REPORT TYPE Incident Report WHEN REPORTED Applicant File 11-02030 HOW RECEIVED Tolephone LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
02/23/2011 08:22 3032 S CLARENCE AV Berwyn, IL 60402	
TIME OF OCCURRENCE STATUS CODE STATUS DATE	
02/23/2011 08:22	
NVOLVED ENTITIES	
Garcia, Yaravi 3032 S CLARENCE AV Berwyn, IL 60402	
SEX RACE HOT WOT HAIR EYES PHONE	
F	
CLOTHING SIDS DLS FBIS	
C	
, UCR TYPE RELATED EVENT #	
9041 (Applicant File) - 0 count(s) Reporting Party	
District Control of the Control of t	
Garcia, Cristian 3032 S Clurence AV Berwyn, IL 60402	
M CLOTHING SIDP DLP FELS	
UCR TYPE RELATED EVENT &	
9041 (Applicant File) - 0 count(s)	
9041 (Application File) - 0 counts)	
INVOLVED VEHICLES	
VEHIPLATE 8 STATE TYPE UNVOLVEMENT VIN 6	
IL Van/Minivan 2HKRL18651H595591	
YEAR MAKE MODEL COLOR COMMENTS	
2001 Honda Odyssey	
OWNER	
Garcia, Yaravi	
NARRATIVES	
PRIMARY NARRATIVE	
Exemple Complete Comp	
Yaravi Garcia. d	e at 3032 S.
Clarence Avenue, Berwyn, IL 60402, due to limited parking availability. Ms Garcia's son, Cristian Garcia,	
suffers from wears which limits his mobility on a daily basis. There is	is no parage on
	is no garage on
the premises, and Ms Garcia is unable to carry her son far distances.	
Cristian Garcia 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	18
	1 comment
REPORTING OFFICER STAR & REVIEWER	STAR #
RAIMONDI, MARGO J 192	

REPORTING OFFICER
RAIMONDI, MARGO J

37AR #

DATE/TIME 02/23/2011 08:22 11-02030

Page 1 of 2

Berwyn Police Department 6401 West 31st Street Berwyn, 1L 60402 (708) 795-5600

ASSISTING OFFICERS		OFFICER®		ï	STAR D
ASSISTING OFFICERS		,			
02/23/2011 08:22					
THE OF OCCURRENCE		STATUS CODE		STATUS DATE	
02/23/2011 08:22 3032 S CLARENCE AV Berwyn, IL 60402					
WHEN REPORTED	LOCATION OF OFFENSE	HOUSE NO., STREET NAME	E NO., STREET NAME)		
Incident Report	C11-008395		•	Telephone	
REPORT TYPE	RELATED CAD #		. DOT #	HOW RECEIVED	
9041 (Applicant File)		Applicant File		11-02030	
STATION COMPLAINT UCR		DESCRIPTION		INCIDENT #	

Jan. 28. 2011 11:42AM

No. 9611 P. 2



THE CITY OF BERWYN, ILLINOIS

DEC 1 3 2010

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT RISTIAN Name of Handicapped Person) MCIO (Name of Applicant) (Phone Number of Handlenpood Person) I hereby affirm that the information provided is true and correct, and it shall be probiblied and uniawful for any person to fild a sworn affidavit which said parton knows to be false or believes Labe false (Signature of Applicant) **************** PHYSICIANS STATEMENT PLEASE PRINT NATURE OF PATIENT'S HANDICAP cristian was born with I, HEREBY CERTIFY THAT THE PHYSTCAL CONDITION OF THE ABOVE NAMED "HANDICAPPED diSTOU PERSON CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (Physically Handicapped Person - Every person who has permanently lost the use of a leg or both legs or an agm or both arms or any combination thereof, or any person who is so severely distribled as to be unable to move without the sid of crotebos or a wheelchair). (Print - Name of Physician) (Print - Address of Physician) (Signature of Physician) . (Physicians Phone #) (Date) Handicapped State Plote # Vehicle Tag #_ Handleap State Card #_ Regular State Plate # YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE

IN A HANDICAPPED PARKING SPACE



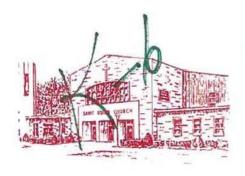
THE CITY OF BERWYN, ILLINOIS

DEC 1 3 2010

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

(RISTIAN GARCIA	3032 CLARENC	E AVE
(Name of Handicapped Person)	(Address of Handicappe	d Person)
(1)	1700	•
JOIGHT JOICIO		
(Name of Applicant)	(Phone Number of Hand	icapped Person)
4.999444444444444444444444444444444444	***********	***
I hereby affirm that the information provided	is true and correct, and it sha	ll be prohibited and
unlawful for any person to file a sworn affida		
to be lake.		
) 3 () 9	in last in	
Your Source	12 13 10)
(Signature of Applicant)	(Date)	
V	*********	***********
DHVCICIANO	STATEMENT	***************************************
	OF PATIENT'S HANDICAP	
. IDEAGE HEAVE MAIORE	OF THIS IS IN DICK	
	•	
I, HEREBY CERTIPY THAT THE PHYSICAL CONPERSON" CONSTITUTES HIM/HER A HANDICA PROVISION PAR. 1-159.1 (Physically Handicapped a leg or both legs of an arm or both arms or any comb to be unable to move without the sid of crutches or a very comb.	PPED PERSON AS DEFINED UN Person – Every person who has per- ination thereof, or any person who is	DER THE STATUTORY manently lost the use of
to be allegered fillows without the std of contents of a	- Healthan J.	1.5
		¥ 3•1
(Print - Name of Physician)	(Print - Address of Phys	sícian)
	0.	12/7/16
(Signature of Physician)	(Physicians Phone #)	(Date)
****************	****	***
Handicapped State Plate # 223 - 256	Vehicle Tag #	Year 2000
Regular State Plate #	Handicap State Card #	
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YOU MUST HAVE A HANDICAP STATE PI		
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SAINT ODILO CATHOLIC CHURCH

2244 East Avenue - Berwyn, Illinois 60402 Phone 708-484-2161 - Fax 708-788-0565 www.saintodilo.org 80 years of Strength Service Love (1927 - 2007)

The National Shrine of the Poor Souls

February 28, 2011

Dear Mr. Tom Pavlik

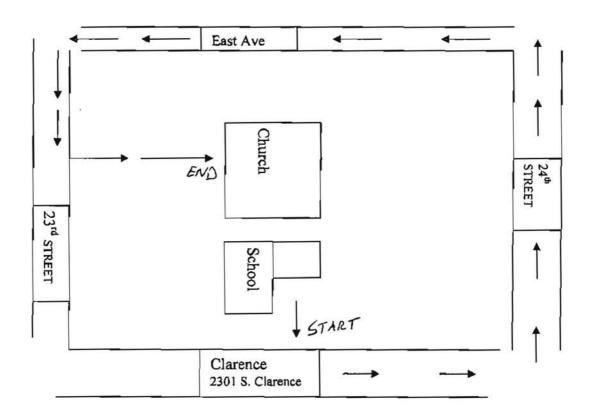
St. Odilo Church is having a St. Joseph Day procession on Saturday, March 19. The procession will begin at 11:30AM and end at 12 Noon. There will be a band and parishioners. We will be using East Avenue, 23rd Street, 24th Street and Clarence Ave. to process around the church. The parish would appreciate having these streets blocked off for the procession.

Thank you for your assistance in this matter.

Yours in Christ,

Rev. Anthony Brankin

Pastor



Procession Route for St. Joseph Day Saturday, March 19th, 2011 at 11:30 am

Join us in Celebrating



The First St. Joseph's Day Table at St. Odilo



Saturday March 19th, 2011 St. Odilo School Hall

Procession: 11:30 am • Mass: 12:00 pm

Feast: 1:00 to 4:00 pm

There is no charge for this event.

However, any donations will be greatly appreciated.

Join us in celebrating the St. Joseph Table of St. Odllo Parish

On Saturday, March 19th, 12:00 noon Mass will be celebrated in honor of St. Joseph at St. Odilo Parish. A procession will begin at 11:30 and will proceed from the school parking lot to the church. Immediately following mass, Father Brankin will bless the Table in the school hall. All are invited to attend. The Table will be open from 1:00 to 4:00 pm. There is no charge for the St. Joseph Table; however, donations will be greatly appreciated. All donations collected will be given to the St. Vincent of DePaul Society, which will help assist the poor and less fortunate.

Únase a nosotros en la celebración de la mesa de San José en la Parroquia de San Odilo.

El sábado marzo 19, habrá una Misa al mediodía en honor de San José en la Parroquia de San Odiló. La procesión comenzará a las 11:30 y se desarrollará desde el estacionamiento de la escuela a la iglesia. Inmediatamente luego de la misa, el padre Brankin bendecirá la mesa en el salón de la escuela. Todos están invitados a asistir. La mesa será abierta de 1:00 a 4:00 pm. No hay ningún cargo para la mesa de San José, sin embargo, las donaciones será muy apreciadas. Todos los donativos recogidos serán para la Sociedad de San Vicente de Paul, para ayudar a los pobres y a los menos afortunados.











Italian American War Veterans Post 1 - Veterans of Foreign Wars Post 2378 - AMVETS Post 24 VIETNOW Cicero/Berwyn Chapter - American Legion Post 422 - American Legion Post 256

> 2011 Chairman Frank Amaro 2011 Coordinator Wayne Parthun

February 23, 2011

City of Berwyn
Mayor Robert Lovero
Berwyn City Council Members
Berwyn Police Department
Berwyn Fire Department
Berwyn Public Works Department

6700 West 26th Street Berwyn, Illinois 60402

Dear Berwyn City Officials,

The Combined Veterans of Berwyn are proud to announce our 2011 calendar honoring our Berwyn Veterans with special ceremonies in our great city. We are requesting permission from the City of Berwyn to hold the following ceremonies on the following dates, times, locations, with special request during the 2011 year.

If there are any other events that the City will be planning please let us know and we would be glad to participate in all Berwyn events. Please contact Frank Amaro (2011 CVB Chairman), or Wayne Parthun (2011 CVB Coordinator) with any request or questions.

Thank you for supporting our Berwyn Veterans and Berwyn Veteran Organizations.

God Bless America,

Frank Amaro 2011 Chairman

Combined Veterans of Berwyn

Wayne Parthun 2011 Coordinator

Combined Veterans of Berwyn











Italian American War Veterans Post 1 - Veterans of Foreign Wars Post 2378 - AMVETS Post 24 VIETNOW Cicero/Berwyn Chapter - American Legion Post 422 - American Legion Post 256

2011 Chairman Frank Amaro 2011 Coordinator Wayne Parthun

2011 Combined Veterans of Berwyn Schedule

Combined Veterans Annual Poppy Sales

- > May 20-28, 2011
 - City of Berwyn Streets (Public Areas)
 - · To include the following organizations:
 - Italian American War Veterans Post 1
 - Veterans of Foreign Wars Post 2378
 - VietNow Cicero/Berwyn Chapter
 - American Legion Post 422
 - American Legion Post 256
 - AmVets Post 24

Combined Veterans Memorial Day Weekend Ceremonies

- > Sunday May 29, 2011
 - 11:00am Traditional ceremony at the Berwyn Township Health Department
 - Introduction
 - Flag raising
 - Presentation of Wreaths
 - Riffle salute
 - 11:20am Traditional ceremony at Berwyn City Hall
 - Introduction
 - Speaker(s)
 - Flag raising
 - Presentation of Wreaths
 - Riffle salute
 - 1:00pm Memorial Parade (Berwyn /Stickney)
 - Parade to start at Windsor and Oak Park Avenue
 - Proceed south on Oak Park Avenue to Mount Auburn Cemetery
 - Presentation at Cemetery
 - Introduction
 - Speaker(s)
 - Flag raising
 - Presentation of Wreaths
 - Riffle salute
 - Refreshments afterwards

Combined Veterans Flag Day Ceremony

- > Tuesday June 14, 2011
 - 11:00am Ceremony at the Berwyn Park District Serenity Park
 - Introduction











Italian American War Veterans Post 1 - Veterans of Foreign Wars Post 2378 - AMVETS Post 24 VIETNOW Cicero/Berwyn Chapter - American Legion Post 422 - American Legion Post 256

2011 Chairman Frank Amaro 2011 Coordinator Wayne Parthun

- Speaker(s)
- Flag raising

(Combined Veterans Flag Day Ceremony - cont.)

- · Presentation of Wreaths
- Riffle salute
- Refreshment afterwards

· Fourth of July Ceremonies

- Monday July 4, 2011
 - 6:00am starting at Morton West High School and finishing at American Legion Post 256
 - Morton West Field
 - Flag raising
 - Riffle salute
 - > City of Berwyn Public Library
 - Flag raising
 - Riffle salute
 - Berwyn Park District Proksa Park
 - Flag raising
 - Riffle salute
 - > City of Berwyn Recreation Department
 - Flag raising
 - Riffle salute
 - City of Berwyn Police Department
 - Flag raising
 - Riffle salute
 - Berwyn Park District Liberty Cultural Center
 - Flag raising
 - Riffle salute
 - > Berwyn Township Health Department
 - Flag raising
 - Riffle salute
 - ➢ City of Berwyn City Hall
 - Flag raising
 - Riffle salute
 - > Berwyn Park District Serenity Park
 - Flag raising
 - Riffle salute
 - Berwyn Park District Mraz Park
 - Flag raising
 - Riffle salute
 - City of Berwyn Fire Department Fire House (16th & East)
 - Flag raising
 - Riffle salute
 - > North Berwyn Park District











Italian American War Veterans Post 1 - Veterans of Foreign Wars Post 2378 - AMVETS Post 24 VIETNOW Cicero/Berwyn Chapter - American Legion Post 422 - American Legion Post 256

> 2011 Chairman Frank Amaro 2011 Coordinator Wayne Parthun

- Flag raising
- Riffle salute
- Veterans of Foreign Wars Post 2378

(Fourth of July Ceremonies - cont)

- Flag raising
- Riffle salute
- American Legion Post 256
 - Flag raising
 - Riffle salute
 - Speaker(s)

City of Berwyn National Night Out 2011

- > Tuesday August 2, 2011
 - · Retire Colors at end of evening with other organizations including the Fire, Police, etc.
 - Participate in event, booth, etc

◆ POW Day

- > Friday September 16, 2011
 - Ceremony to be held at American Legion Post 256 (outside on north-south street)
 - Flag raising
 - Riffle salute
 - Speaker(s)
 - · Refreshments afterwards

Houby Day Parade

- > Sunday October 2, 2011
 - · Honor Guards to lead parade
 - · Riffle Salute at start of parade
 - Vehicles in parade
 - Military units in parade

Veterans Day

- Friday November 11, 2011
 - 11:am Traditional ceremony at the Berwyn Library
 - Flag raising
 - Riffle salute
 - Speaker(s)
 - 12 noon Veterans Luncheon at Berwyn Park District Liberty Cultural Center
 - Lunch
 - Speakers
 - Entertainment

Sallors in Berwyn for Christmas

- Sunday December 25, 2011
 - All day event details to be published later in the year