

# **City of Berwyn City Council Meeting**

**APRIL 14, 2009**

# BERWYN CITY COUNCIL MEETING

APRIL 14, 2009

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.

MICHAEL A. O'CONNOR  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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## AGENDA

### ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. REG-3/24/08-COW 3/24/08
- (D) BID OPENING - TABULATIONS
  - 1. TIF-LANSCAPE PLANTING
  - 2. TIF LANDSCAPE MAINTENANCE-CERMAK RD- OGDEN AV-DEPOT DIST
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-RESOL-ROOSEVELT RD SUMMER ST FAIR-HOLD SHOW & CLOSE STREET
  - 2. BDC-RT 66 CAR SHOW-HOLD SHOW & CLOSE OGDEN AV
  - 3. BDC-CHANGE ORDER AUTHORIZATION-PARKING STRUCTURE
  - 4. BDC-PARKING EQUIPMENT-PAYMENT SYSTEM-AGREEMENT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. RESOL-NEIGHBORHOOD STABILIZATION PROJECT
  - 2. RESOL-VOLUME CAPITALIZATION
  - 3. LIQUOR LICENSE CLASSIFICATION CHANGES
  - 4. SUPERBLOCK-INFORMATIONAL
  - 5. CITY TREE REQUEST
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM ( ZONING) BOARD OF APPEALS
  - 1. RESO/ORD-F. LEVY D/B/A LECTURA MONTESSORI SCHOOL- 6709 W. ROOSEVELT ROAD
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
  - 1. DEFER-RAMOS-STOP SIGNS AT 33<sup>RD</sup> ST & CLARENCE-PROVIOUSLY REFERRED TO THE TRAFFIC ENGINEER
  - 2. DEFER-RAMOS-EMMANUEL BIBLE CH-REQ APPROVAL OF ACCESS TO HANDICAP RAMP
  - 3. DEFER-RAMOS-EMMANUEL BIBLE CH-REQ APPROVAL OF ALTERNATE PLANS
  - 4. CHAPMAN-DEPOT DIST BLOOM & ZOOM-WINDSOR AVE-GROVE & KENILWORTH


(J) STAFF REPORTS

1. DEFER-PHELAN-1926 EAST AVE-SEWER RODING
2. DEFER-POLICE CHIEF-MORTON WEST TRAFFIC PLAN
3. DEFER-LAW-LA NOTTE HANDICAP RAMP
4. PW DIR-TANK & WATER STORAGE REPAIR
5. PW DIR-PRESENTATION OF TREE CITY USA
6. LAW-ORD RE PROPERTY LOCATED AT 7134 W. CERMAK RD
7. LAW-ORDINANCE RE LIQUOR LICENSES
8. CDBG DIR-RESOL-AMENDMENT TO 2009 ACTION PLAN & APPROVE (HPRP) FUNDS
9. FINANCE DIR-RED FLAG RULES RESOLUTION
10. HR DIR-BC/BS PREMIUM FOR 2009-2010
11. POLICE CHIEF-REQ FOR NEW POLICE OFFICER

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

1. BUDGET CHAIRMAN-PAYROLL-4/1/09-\$799,289.86
2. BUDGET CHAIRMAN-PAYABLES-4/14/09-\$2,845,231.01
3. CHAPMAN-HANDICAP SIGN-I. CHAVEZ-3545 CLINTON-**APPROVE.**
4. WEINER-HANDICAP SIGN-I. ARAMBULA-2726 EAST AVE-**DENY**
5. COLLECTOR-BUSINESS LICENSES ISSUED-MARCH 2009
6. BUILDING DIR-BUILDING PERMITS ISSUED-MARCH 2009
7. BLOCK GARAGE SALE-3500 & 3600 MAPLE-4/18/09

ITEMS SUBMITTED ON TIME 35

  
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THOMAS J. PAVLIK - CITY CLERK

# Sections A & B

A. Pledge of Allegiance-Moment of Silence

B. Open Forum

Topic must NOT be on the Agenda

Open space for comments or ideas.

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# Section C

## Presentation of Previous Meeting Minutes For Approval



**MICHAEL A. O'CONNOR**  
**MAYOR**

**THOMAS J. PAVLIK**  
**CITY CLERK**

**MINUTES**  
**BERWYN CITY COUNCIL MEETING**  
**MARCH 24, 2009**

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:16 p.m. Upon the call of the roll, the following responded present: Ramos, Skryd, Day, Phelan, Lovero, Erickson. Absent: Chapman, Weiner. Thereafter, Lovero made a motion, seconded by Skryd, to excuse Aldermen Chapman and Weiner. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the deceased Mayor of Norridge, the safety of our armed forces, police, firefighters, and paramedics.
3. The Open Forum portion of the meeting was announced. The Mayor recognized Michael Slinkman, property owner in Berwyn who commented on item I-5, Alderman Phelan's communication regarding the Crime-Free Housing ordinance, stating that he wrote a check for over \$5,500 for individual per unit license fees and that it was a financial burden and is asking for the repeal or modification of the ordinance-The Mayor read a statement regarding the Stimulus Package and Stimulus Grants and supplied a copy for the record.

Alderman Chapman present at 8:25 p.m.

4. The minutes of the Berwyn City Council and the Committee of the Whole meetings for March 10, 2009 were presented. Lovero made a motion, seconded by Chapman, to reconsider item #27 of the Berwyn City Council meeting. The motion carried. Item #27 was agenda item K-5, Handicap sign request for P. Pabon, 1514 Kenilworth Avenue with a recommendation to deny. Thereafter, Lovero made a motion, seconded by Skryd, to approve the Handicap sign. The motion carried by a unanimous roll call vote with Weiner excused. Thereafter, Phelan made a motion, seconded by Chapman, to reconsider item #15 of the March 10, 2009 City Council meeting. The motion carried by a voice vote. Thereafter, Phelan made a motion, seconded by Ramos, to return the inspection fees to the Emmanuel Bible Church in the amount of \$5,535. After discussion the motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Phelan, Lovero. Nays: Day, Erickson. Excused: Weiner. Thereafter, Erickson made a



motion, seconded by Skryd, to concur and approve the minutes of the Berwyn City Council as amended and the Committee of the Whole minutes as submitted. The motion carried by a voice vote.

5. The bids for the Berwyn Public Library replacement of Chiller Condenser Bundles were submitted. Thereafter, Skryd made a motion, seconded by Chapman, to authorize the Corporate Counsel, and any other interested parties to adjourn to the Conference room, to open, tabulate and return to the Council Chambers for reading. The motion carried by a voice vote.
6. Erickson made a motion, seconded by Lovero, to suspend the rules and bring forth items I-7, I-8, J-2 as germane and item J-3. The motion carried by a voice vote.
7. The Fire and Police Board of Commissioners submitted a communication regarding the promotion of Raymond Fron to the rank of Lieutenant, replacing the retired Lieutenant Dennis Madden. Thereafter, Clerk Pavlik administered the Oath of Office with congratulations. Thereafter, Erickson made a motion, seconded by Lovero, to concur and approve the appointment. The motion was carried by a voice vote.
8. The Fire and Police Board of Commissioners submitted a communication regarding the firefighter appointment of Robert McCorry, also item J-2 as germane, the promotion of Joseph Lotito to Engineer. Clerk Pavlik administered the Oath of Office with congratulations. Thereafter, Erickson made a motion, seconded by Lovero, to concur and approve the appointments as submitted and to note the retirement of Lieutenant Dennis Madden after 29 years of dedicated service to the Berwyn Fire Department. The motion carried by a voice vote.
9. The Police Chief submitted a communication regarding the swearing in of Probationary Patrol Officer and lateral hire, Robert Trofimchuk. Clerk Pavlik administered the Oath of Office with congratulations. Thereafter, Erickson made a motion, seconded by Lovero, to concur in the appointment. The motion carried by a voice vote.
10. Lovero made a motion, seconded by Erickson, to suspend the rules and bring forth item F-7. The motion carried. Item F-7 is a communication from the Mayor regarding an Intergovernmental Agreement with the North Berwyn Park District regarding \$100,000 requested funding for repair and preparation to open all pools for the 2009 season. Thereafter, Lovero made a motion, seconded by Erickson, to recuse Alderman Phelan from the vote. The motion carried. Thereafter, Erickson made a motion, seconded by Lovero, to concur and approve the payment in an amount not to exceed

\$100,000. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Lovero, Erickson. Nays: none. Excused: Weiner. Abstained: Phelan

11. Skryd made a motion, seconded by Day, to suspend the rules and bring forth item J-9. The motion carried. Item J-9 is a communication from the Finance director regarding the 2008 Preliminary Financial results. Thereafter, the Mayor recognized Finance director, John Wysocki, who reviewed, see attached item J-9 as germane. Thereafter, Erickson made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
12. Day made a motion, seconded by Skryd, to suspend the rules and bring forth item F-2 and mark as germane to F-1. The motion carried. F-2 is a communication from the Mayor regarding the 2009 budget. Thereafter, Alderman Day made a motion, to approve the budget as submitted. The motion failed for lack of a second. After discussion, Lovero made a motion, seconded by Skryd, to approve as amended, eliminating the Street Supervisor from the budget and adding 1 police officer. The Mayor then requested the salary figures on the Street Superintendent. Wysocki reported that for one half year the amount was \$56,320 and that the figure for 1 police officer for one half a year beginning July 1<sup>st</sup> was approximately \$31,684 with a net savings of a little over \$25,000. Thereafter, the motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Lovero. Nays: Phelan, Erickson. Excused: Weiner.
13. Lovero made a motion, seconded by Skryd, to suspend the rules and bring forth item J-6. The motion carried. Item J-6 is a communication from the Finance Director with an attached ordinance entitled:  
**THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR 2009**  
After discussion, Lovero made a motion, seconded by Day, to concur and **adopt** the ordinance as amended to include summary pages 9, 10, and 12 of the budget document and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Lovero. Nays: Phelan, Erickson. Excused: Weiner.  
Final version of the 2009 Budget may be accessed on line at  
[www.berwyn.berwyn-il.gov/pdf/Clerk/Proposed 2009 Budget-FINAL.pdf](http://www.berwyn.berwyn-il.gov/pdf/Clerk/Proposed%202009%20Budget-FINAL.pdf)
14. The Mayor submitted a Proclamation proclaiming April 24, 2009 as Arbor Day in the City of Berwyn. Thereafter, Erickson made a motion, seconded

by Ramos, to concur and **adopt** the Proclamation as presented. The motion carried by a voice vote.

15. The Mayor submitted a communication regarding the Firemen's Pension Board requesting to reflect accurately said members and to request the removal of Mike Farnsworth, who was replaced in 2008. Thereafter, Erickson made a motion, seconded by Skryd, to concur. The motion carried by a voice vote.
16. The Mayor submitted a communication regarding Liquor License changes. After discussion, Erickson made a motion, seconded by Lovero, to concur and refer the matter to the Law department to amend the ordinance. The motion carried by the following roll call: Yeas: Chapman, Day, Phelan, Lovero, Erickson. Nays: Ramos, Skryd. Excused: Weiner.
17. The Mayor submitted a communication regarding Zoning Board Variation request for a car wash at the Citgo Station, 16<sup>th</sup> Street and Ridgeland Avenue, requesting that the matter be reconsidered and referred to the Committee of the Whole. Thereafter, Erickson made a motion, seconded by Phelan, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
18. The Clerk submitted a communication requesting the approval of Closed Committee of the Whole minutes of December 23, 2008, January 13, 27, and February 10, 25, 2009, as reviewed in Closed Session on March 10, 2009. Thereafter, Erickson made a motion, seconded by Lovero, to concur and approve as submitted. The motion carried by a voice vote.
19. A deferred communication from the Zoning Board of Appeals regarding a Resolution/Ordinance for the Bushouse & Restored Properties, Inc., 3133-3137-3441 Oak Park Avenue. Thereafter, Skryd made a motion, seconded by Phelan, to concur and **adopt** the Resolution/Ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Weiner excused.
20. The bid tabulations for the Berwyn Public Library Replacement of Chiller Condenser Bundles were returned for public reading. The following bidders with amounts were as follows: Complete Temperature Systems, \$20,090, International Piping Systems, Inc, \$26,575, Staton Mechanical, \$24,900, Voris Mechanical, Inc., \$29,630, McDonough Mechanical Services, \$33,470, Westside Mechanical Corp., No bid. It was noted that only 1 bid Voris Mechanical supplied a bond check. Thereafter, Chapman made a motion, seconded by Erickson, to refer the matter to the Library Director, Library

Maintenance, and the Building director for review and recommendation. The motion carried by a voice vote.

21. A deferred communication from the Berwyn Historic Preservation Commission regarding the nomination of Marik & Sons building, 6507 W. Cermak Road as an Historic Landmark. Thereafter, Skryd made a motion, seconded by Erickson, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
22. Alderman Ramos submitted a communication regarding Stop Signs at 33<sup>rd</sup> Street and Clarence Avenue that were previously referred to the Traffic Engineer. After discussion, Ramos made a motion, seconded by Skryd, to suspend the rules and bring forth item J-14 as germane. The motion carried by a voice vote. Item J-14 is a communication from the Law department with an attached ordinance. Thereafter, Ramos made a motion, seconded by Skryd, to concur and adopt as presented. After discussion, the motion and second were withdrawn. After further discussion, Ramos made a motion, seconded by Chapman, to defer the matter for 2 weeks. The motion carried by a voice vote.
23. Alderman Ramos submitted a communication regarding Emmanuel Bible Church's request for approval of access to Handicap Ramp. After discussion, Ramos made a motion, seconded by Skryd, to defer the matter for 2 weeks. The motion carried by a voice vote.
24. Alderman Ramos submitted a communication regarding Emmanuel Bible Church's request for approval of alternate plans. Thereafter, Ramos made a motion, seconded by Day, to defer the matter for 2 weeks. The motion carried by a voice vote.
25. Alderman Phelan submitted a communication regarding Crime Fee Multi-Family Housing Ordinance. After discussion, Phelan made a motion, seconded by Ramos, to authorize the Finance director to refund monies collected for Multi-Family Housing ordinance enforcement. On the question, the Mayor recognized Dawn Rinehart, who stated that there are 472 properties affected and 3,368 rental units. After discussion, the motion to concur carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Phelan, Lovero. Nays: Erickson. Excused: Weiner. After further discussion, Phelan made a motion, seconded by Lovero, to authorize the City Collector to stop collecting further funds and return fees for second year compliance. After further discussion, a motion to concur carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Phelan, Lovero. Nays: Erickson. Excused: Weiner. After continued discussion, Phelan made a motion, seconded by Skryd, to repeal the Multi-

Family Housing ordinance. After discussion, the motion and second was amended to refer to the Committee of the Whole. The motion carried by a voice vote.

Thereafter, the Mayor announced a veto of all the actions taken regarding this item at the next City Council meeting.

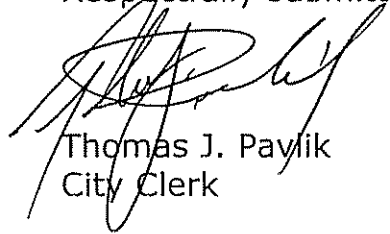
26. Alderman Phelan submitted a communication regarding 1926 East Avenue and to request the return of the Sewer Roding expense incurred, not to exceed \$400. Thereafter, Phelan made a motion to concur. Thereafter, after discussion, Alderman Phelan stated that he will provide a copy of the Roding bill to determine one half of the expense up to and not to exceed \$400. After further discussion, the motion was withdrawn. Thereafter, Phelan made a motion, seconded by Skryd, to defer the matter for 2 weeks. The motion carried by a voice vote.
27. A deferred communication from the Law department regarding an ordinance entitled:  
**AN ORDINANCE AMENDING CHAPTER 480 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING STREET SWEEPING ON WINDSOR AND STANLEY AVENUE**  
Thereafter, Erickson 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 with Weiner excused.
28. The Police Chief submitted a communication regarding Morton West Traffic Plan. After discussion, Lovero made a motion, seconded by Skryd, to defer the matter for 2 weeks. The motion carried by a voice vote.
29. The Police Chief submitted a communication regarding Asset Forfeiture Letter, U.S. Department of Justice dated March 11, 2009. Thereafter, Erickson made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
30. The Finance director submitted a communication regarding an Update on the Use of 2008 Bond Proceeds. Thereafter, Erickson made a motion, seconded by Day, to accept the matter as informational. The motion carried by a voice vote.
31. Erickson made a motion, seconded by Lovero, to continue the City Council meeting beyond 10:00 p.m. per city ordinance.

32. The Finance director submitted a communication regarding CCMSI 2008 excess claims. Thereafter, Skryd made a motion, seconded by Day, to accept the matter as informational. The motion carried by a voice vote.
33. The Public Works director submitted a communication requesting Landscape Maintenance service RFP for the monthly landscape service for Cermak Road, Depot District, and Ogden TIF area. Thereafter, Erickson made a motion, seconded by Skryd, to concur and grant permission. The motion carried by a unanimous roll call vote with Weiner excused.
34. The Law department submitted a communication for 7135 W. Roosevelt Road, Yard Depth Variance with an attached ordinance entitled:  
**AN ORDINANCE GRANTING A REAR YARD DEPTH VARIANCE FOR COMMERCIAL PROPERTY IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**  
Thereafter, Erickson made a motion, seconded by Lovero, to concur and **adopt** the ordinance as presented. The motion carried by a unanimous roll call vote with Weiner excused.
35. The Law department submitted a communication with an attached ordinance regarding LaNotte Handicap Ramp. After discussion, Chapman made a motion, seconded by Skryd, to defer the matter for 2 weeks. The motion carried by a voice vote.
36. The Law department submitted a Resolution entitled:  
**A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY COMMONLY KNOWN AS 6631 WEST 26<sup>TH</sup> STREET IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**  
Thereafter, Skryd made a motion, seconded by Erickson, to concur and **adopt** the Resolution as presented. The motion carried by the following roll call: Yeas: Chapman, Skryd, Day, Lovero, Erickson. Nays: Ramos, Phelan. Excused: Weiner.
37. Consent Agenda-K-1 through K-5  
K-1-The Budget Chairman submitted the payroll for March 18, 2009 in the total amount of \$884,940.82  
K-2-The Budget Chairman submitted the payables for March 24, 2009 in total amount of \$1,863,787.77  
K-3-Erickson-handicap request for N. Ivy, 1429 Clarence-Approve  
K-4-Girl Scouts N. W. Indiana-extend cookie sales  
K-5-American Cancer Society-Tag Day-May 2, 2009  
Erickson by Ramos to concur and approve by Omnibus Vote Designation

BERWYN CITY COUNCIL  
MARCH 24, 2009

38. The Mayor called a Committee of the Whole meeting for Tuesday, April 14, 2009 at 7:00 p.m. for referrals.
39. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Skryd, to adjourn at the hour of 10:08 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

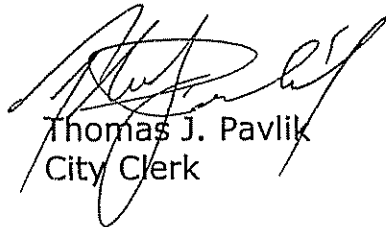
**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**MARCH 24, 2009**

1. The Committee of the Whole was called to order by Mayor O'Connor at 7:13 p.m. Upon the call of the roll, the following responded present: Ramos, Day, Phelan, Lovero, Erickson. Absent: Chapman, Weiner, Skryd,
2. Ramos made a motion, seconded by Day, to excuse Aldermen Chapman, Weiner, and Skryd. The motion carried.
3. Ramos made a motion, seconded by Day, to go into closed session of the Committee of the Whole for pending litigation and land acquisition. The motion carried by a voice vote at 7:14 p.m.

The open portion of the Committee of the Whole reconvened at 7:55 p.m.  
Alderman Skryd now present

4. **Agenda item F-7-Intergovernmental Agreement with the North Berwyn Park District**-The Mayor recognized Director Joe Vallez, of the North Berwyn Park District, who stated that this is a request for funds to repair the Maple and Cuyler pools. Mr. Vallez presented photos of the needed repairs and briefly discussed the conditions. The Mayor questioned, if the \$100,000 will cover all the items, Vallez responded that they will prioritize. Mr. Vallez presented the Council with a copy of the new Pool Drain Law, which makes compliance tough for pool operators, see attached. Mr. Vallez reported that it will take from \$5,000 to \$10,000 for each pool in order to comply, before they could open for the season. After further discussion, the Mayor stated that the monies should come from the Capital Bond fund.
5. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Skryd, to adjourn at the hour of 8:10 p.m. The motion carried.

Respectfully submitted,

  
Thomas J. Pavlik  
City Clerk



# Section D

## Bid Openings – Tabulations



*D-1*  
THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

April 3, 2009

To: Mayor Michael O'Connor & City Council Members

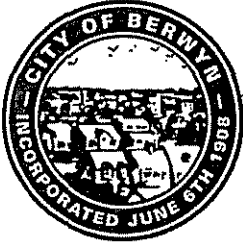
From: Patrick Ryan, Public Works Director

Re: Opening of Bids for TIF Area Maintenance

Bids for TIF Area Maintenance are scheduled to be opened at the April 14, 2009 City Council meeting. These items include maintaining the grass and landscape areas of the Cermak, Roosevelt Road, Ogden Ave, and Depot TIF districts.

**Recommended Actions:**

Staff recommends the City Council approve the opening of bids for TIF Area Maintenance the April 14, 2009 City Council meeting. It may be in the best interest of the City to award at the same meeting to ensure an early start to maintaining the grass and weeds in these areas.



D-2  
THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

April 3, 2009

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Opening of Bids for TIF Landscape Plantings

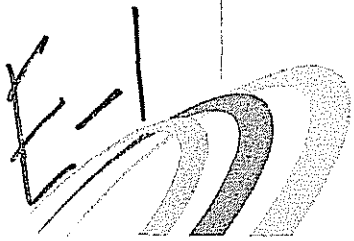
Bids for TIF Landscape Plantings are scheduled to be opened at the April 14, 2009 City Council meeting. These items include planters and boxes in the Cermak, Roosevelt Road, Ogden Ave, and Depot TIF districts.

**Recommended Actions;**

Staff recommends the City Council approve the opening of bids for TIF Landscape Plantings at the April 14, 2009 City Council meeting.

# Section E

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



berwyn development  
CORPORATION

April 14, 2009

The Honorable Michael O'Connor, Mayor  
Members of the Berwyn City Council  
Berwyn City Hall  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Re: Roosevelt Road Summer Street Fair  
Request to Hold Show and Close Roosevelt Road

Ladies and Gentlemen:

On behalf of the Roosevelt Road Summer Street Fair committee, we are pleased to request City Council approval to hold the Second Annual Roosevelt Road Summer Street Fair and to close Roosevelt Road, between East Avenue and Oak Park Avenue, on Saturday, August 15, 2009 from 2:00 a.m. to 12:00 a.m.

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

Thank you for your assistance regarding this exciting event. The Roosevelt Road Summer Street Fair will continue to grow in popularity, providing a great source of family fun for area residents and helping all of us promote the good things happening in Berwyn.

Sincerely,

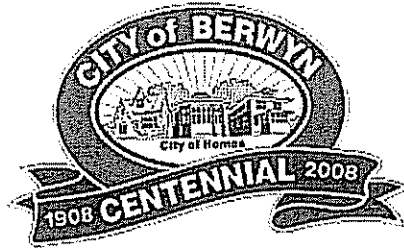
A handwritten signature in black ink, appearing to read "A. Griffin", is written over the typed name.

Anthony Griffin  
Executive Director

cc: Mr. John P. Kos, Illinois Department of Transportation

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

**The City of Berwyn**



**Michael A. O'Connor**  
Mayor

**A Century of Progress with Pride**

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

April 14, 2009

Diane M. O'Keefe  
Deputy Director, Region 1 Engineer  
Illinois Dept. of Transportation  
201 West Center Court  
Schaumburg, IL 60196

RE: Roosevelt Road Closing

Dear Ms. O'Keefe,

On August 15, 2009, the Roosevelt Road Business Assoc. will hold its second annual Roosevelt Road Summer Spectacular Street Fair. We are very excited about this event and believe it allows the residents of the bordering communities of Berwyn and Oak Park to experience the vitality of the corridor and engenders good will between the municipalities and the residents.

At this time in our history, Roosevelt Road is on the brink of big things. An intergovernmental agreement has been adopted and signed by the three municipalities that share this stretch of Roosevelt Road (Cicero being the third). The ongoing improvements to this area will be showcased at the Street Fair as well as the cuisine of the road and family friendly entertainment.

Therefore, we respectfully request the use of Roosevelt Road on August 15, 2009 from 2:00am to 12:00am from East Ave. to Oak Park Ave.

Thank you for your attention to this matter.

Sincerely,

Michael O'Connor, Mayor

RESOLUTION

**Whereas**, the Roosevelt Road Business Association desires to hold the Roosevelt Road Summer Spectacular Street Fair on August 15, 2009 from Noon to 10pm and

**Whereas**, said fair will require the closing of Roosevelt Road completely between East Avenue and Oak Park Avenue from 2am to 12am, and

**Whereas**, the State of Illinois requires the surrounding municipalities (Berwyn and Oak Park) assume all responsibility and liability involved in the closing of said highway.

**Now, therefore, Be it Resolved** by the City of Berwyn that said City of Berwyn (along with the Village of Oak Park) will assume full responsibility for the direction, protection and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of said State Route

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

Adopted by the City Council of Berwyn this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Mayor \_\_\_\_\_

Attest \_\_\_\_\_, City Clerk



berwyn development  
CORPORATION

April 14, 2009

The Honorable Michael O'Connor, Mayor  
Members of the Berwyn City Council  
Berwyn City Hall  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

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

Ladies and Gentlemen:

On behalf of the Berwyn Preservation of Historic Route 66, a committee of the Berwyn Development Corporation, we are pleased to request City Council approval to hold the 19<sup>th</sup> Annual Route 66 Car Show and to close Ogden Avenue, between Ridgeland and Oak Park Avenue, on Saturday, September 19, 2009 from 6:00 a.m. to 5:00 p.m.

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

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

Sincerely,

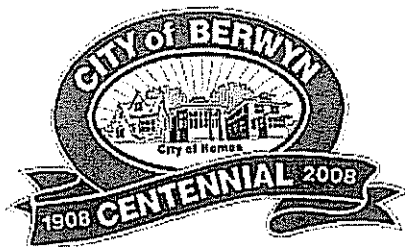
Anthony Griffin  
Executive Director

cc: Mr. John P. Kos, Illinois Department of Transportation

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**The City of Berwyn**



**Michael A. O'Connor**  
Mayor

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[www.berwyn-il.gov](http://www.berwyn-il.gov)

April 14, 2009

Diane M. O'Keefe  
Deputy Director, Region 1 Engineer  
Illinois Dept. of Transportation  
201 West Center Court  
Schaumburg, IL 60196

RE: Ogden Avenue Closing

Dear Ms. O'Keefe:

On September 19, 2009, the Berwyn Preservation of Historic Route 66, a committee of the Berwyn Development Corporation, will hold its 19<sup>th</sup> Annual Route 66 Car Show. As you may recall, this is a major tourist attraction, which draws thousands of car enthusiasts from throughout the Chicagoland area to celebrate and to reminisce the eras of the classic and antique car.

Past attempts to site the car show off Route 66 resulted in too much traffic congestion in the residential areas. The auto nature of the event suggests a commercial location, which is easier to find, and has better auto access, and of course, historical relevance is good. Because of this, we feel the best possible location is on Route 66 as it passes through Berwyn.

Therefore, we respectfully request use of Route 34 (Ogden Avenue) on September 19, 2009 from 6:00 a.m. until 5:00 p.m., from Ridgeland Avenue to Oak Park Avenue.

We look forward to working with you in celebrating the Route 66 heritage of Illinois.

Sincerely,

Michael O'Connor, Mayor

## RESOLUTION

Whereas, the Berwyn Development Corporation's Route 66 Car Show Committee of the City of Berwyn, Illinois desires to hold their 19<sup>th</sup> Annual Route 66 Car Show on Route 34, also known as U.S. Route 66, on September 19, 2009, from 6 a.m. to 5 p.m.

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

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

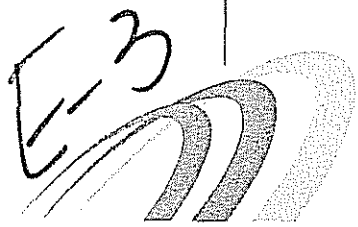
Now, Therefore, Be It Resolved that the City of Berwyn will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of said State route.

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

Adopted by the City Council of Berwyn this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Mayor \_\_\_\_\_

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



berwyn development  
CORPORATION

April 14, 2009

Mayor Michael O'Connor  
Members of the Berwyn City Council  
Berwyn City Hall  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

Re: Change Order Authorization – Parking Structure

Ladies and Gentlemen:

The BDC is requesting Council consideration to release an amount not to exceed \$6,833 from the Parking Structure budget. A change order has been submitted and reviewed by the City/Owner's Representative. The cost is associated with relocating the standpipe in stair tower 2 from the southwest corner to the southeast corner, in order to not conflict with areas of rescue. The project with this change order is still well within budget.

Attached, for review, is the Owner's Representative recommendation regarding the above issue.

Respectfully Submitted,

Sara A. Bratcher  
Senior Urban Planner  
Berwyn Development Corporation

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

# benesch

## alfred benesch & company

Engineers • Surveyors • Planners

205 North Michigan Avenue • Suite 2400 • Chicago, IL 60601-5927  
312-565-0450 • Fax: 312-565-2497 • www.benesch.com

April 7, 2009

Ms. Sara Bratcher, Senior Urban Planner  
Berwyn Development Corporation  
3322 S. Oak Park Avenue  
Berwyn, IL 60402

Subject: Berwyn Municipal Parking Structure  
Change Order No. 7 for Power Construction Company, LLC Contract  
Benesch Reference No. 3964

Dear Ms. Bratcher:

Benesch recommends approval of the enclosed Change Order No. 7, increasing the Contract Sum of the subject project by **\$6,833**. This is the cost associated with relocating the standpipe in Stair Tower No. 2 from the southwest corner to the southeast corner. The reason is to avoid conflict with Areas of Rescue. We have reviewed the costs submitted by the Contractor, and found them to be acceptable.

Please do not hesitate to contact me if you have any questions or need additional information.

Yours truly,



Sara L. Davis, S.E., P.E.  
Resident Project Manager

Enclosure

Cc: Lynne Corrao, Metra



berwyn development  
CORPORATION

April 14, 2009

Mayor Michael O'Connor  
Members of the Berwyn City Council  
Berwyn City Hall  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

Re: Parking Equipment – Payment System

Ladies and Gentlemen:

As part of the Berwyn Municipal Parking Structure, a payment system and provider have been identified through an RFP/Q process. The payment system is "Pay-by-Space" which does not require parking attendants or gates within the structure. This concept was discussed with the City several years ago. The City's Owner Representative reviewed all submitted proposals.

It is recommended the City award the contract to Total Parking Solutions, Inc. to provide a Pay by Space Parking Fee Collection System for the parking structure, in accordance with their proposal dated March 20, 2009, at a cost of \$44,220, plus \$10,530 to extend their two-year warranty to a five-year warranty. It is also recommended incorporating a five percent contingency amount of \$2,738. This would bring the total approved amount to \$57,488. This amount falls within the project budget.

Attached is the submitted scope of services and contract for City Council review.

Respectfully Submitted,

Sara A. Bratcher  
Senior Urban Planner  
Berwyn Development Corporation

3322 S. Oak Park Avenue  
Second Floor  
Berwyn, IL 60402  
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312-565-0450 • Fax: 312-565-2497 • www.benesch.com

April 3, 2009

Ms. Sara Bratcher, Senior Urban Planner  
Berwyn Development Corporation  
3322 S. Oak Park Avenue  
Berwyn, IL 60402

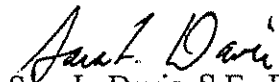
Subject: Berwyn Municipal Parking Structure  
Recommendation for Parking Equipment Contract Award  
Benesch Reference No. 3964

Dear Ms. Bratcher:

Benesch recommends that the City of Berwyn contract with Total Parking Solutions, Inc. (TPS) to provide a Pay by Space Parking Fee Collection System for the Berwyn Municipal Parking Structure, in accordance with their proposal dated March 20, 2009, at a cost of \$44,220, plus \$10,530 to extend their two year warranty to a five year warranty, for a total of \$54,750. We also recommend approval of a five percent contingency fund, \$2,738, to be available for minor changes, at the discretion of the Berwyn Development Corporation.

Our recommendation is based on our comparative review of the three proposal and qualification packages that were submitted. One was eliminated from consideration due to a cost proposal nearly fifty percent higher than the other two, whose costs were very close. TPS has a slightly lower cost proposal than the other bidder when base bids and comparable options were included. In addition TPS is based in this area and has provided numerous installations in northeastern Illinois that are similar to the Berwyn Municipal Parking Structure in serving Metra commuters and general public parking, in contrast to the other bidder, who is based in California and provided only one reference in Illinois.

Yours truly,



Sara L. Davis, S.E., P.E.  
Resident Project Manager

SLD:sld



Total Parking Solutions, Inc.

March 20, 2009

Sara Bratcher, Senior Urban Planner  
Berwyn Development Corporation  
3322 S. Oak Park Avenue  
Berwyn, IL 60402

Dear Ms Bratcher,

As per your instruction, enclosed please find our proposal to provide, install, and service pay by space parking terminals for the new City of Berwyn Municipal Garage.

Total Parking Solutions, Inc. is determined to make the area's local communities aware that they do have a much more practical option when it comes to upgrading their parking revenue collection systems. Our multi-space parking equipment is an alternative that is not only dependable and more efficient, but will also drastically streamline the processes associated with the enforcement, collection, and parking ticket adjudication of other systems. Our commitment to service further solidifies the fact that your initial investment will be secure. It is our objective to establish clear and honest associations with communities throughout our area, and to maintain them for years to come.

Thank you for your consideration and for affording us the opportunity to submit this proposal. If you have any questions or require further information please feel free to contact me.

Sincerely,

Joseph T. Smith  
President of Operations

# COMPACT XL



Growing with your needs...

**CALE**



# COMPACT XL

Since Cale's inception in 1955 and with the launch of their first ticket issuing machine for parking in 1969, Cale has been a forerunner in product development, always working in close cooperation with customers.

Superior product development, combined with excellent reliability, have always been synonymous with Cale products, resulting in long working life of our terminals leading to extremely economic operation.

To keep the environmental impact to a minimum during production and daily use, we have designed the Compact XL according to the guidelines set up in our environment control system corresponding to ISO 14001.

The Compact XL combines our renowned quality with a new streamlined design that fits in all types of applications and surroundings.

The Compact XL comes with numerous software and hardware features which prove beneficial to our customers.

- Stainless steel housing, powder coated with industrial grade graffiti resistant paint, choice of colors
- Hidden access exterior locks, all locks anti-drill
- Solar or AC powered
- Heater available with AC powered units
- Available as Pay by Space or Pay and Display
- Secured steel transfer canisters for coins and bills
- Inductive loop security shutter on coin slot
- Programmable for up to 15 coin types
- Back-up battery provided
- Thermoelectric printer with 4500 ticket capacity
- Alphanumeric display with automatic backlight adjustment

- Multiple language available for display message
- External calendar with auto Daylight Savings Time changeover
- Programmable Holiday schedules
- Processor based logic allows for ease of programming changes
- Windows notepad compatible
- "Web Office" communication is a GPRS cellular network
- "Web Office" Central Management System allows for:
  - \* Maintenance, Statistical, and Financial information
  - \* Credit card payment and processing, batch and online, CISP complaint
  - \* Alert capabilities via email and/or text messaging



Distributed by:

**Cale Parking Systems USA**

Total Parking Solutions, Inc.

2721 Curtiss Street

Downers Grove, Illinois 60515

Tel: (630) 241-1984 Fax: (630) 241-1985

[www.totalparking.net](http://www.totalparking.net)



Total Parking Solutions, Inc.

# COMPACT XL

## GENERAL TECHNICAL DATA

### CABINET AND PEDESTAL

Dimensions (HxWxD)	66" x 16" x 12"
Construction	2mm (0.08") Stainless Steel SS-EN2333
Vault Design	
- Side Steel	3mm (0.12")
- Cash Vault Door	4mm (0.16") armored steel
- Locking Plates	6 point locking mechanism Drill protection
Weight	230 pounds
Compliance	EN12414
Color	Black, custom colors available

### ENVIRONMENTAL CONDITIONS

Operating Temperatures	
- Solar	0 F to 140 F
- AC Mains with Heater	-31 F to 140 F
- Relative Humidity	Up to 95%

### ELECTRICAL DATA

Power Consumption	115V
- AC Main Operation	0.4 A
- Heater	400 W(thermostatically controlled)
Battery Operation	12 V DC
Solar Operation	20.5 W to 25 W

### DATA

Data Storage	512KB static RAM
Transactions Storage	UP to 16 MB
Transaction Backup	5000 latest transactions



### INTERFACES

Interfaces, standard	2 x RS232, 2 x PC cards
Interfaces, optional	1 x RS232, 1 x RS485 8 circuits 8 relay output circuits

### PAYMENT

Coin Verifier	
- Coin Types	15
- Tolerance Ranges	3
Coin Slot	Unique mechanical coin slot shutter with inductive loop Stacker type included
Bank Notes	
Credit/Debit Cards	Insertion Readers, noningestible
Chip/Smart Cards	Supported

*continued....*

# CALE

## COLLECTION

Metal Lockable Canister	In-out replacement system for coin / bills
Escrow Volume	7 ounces
Coin Box Volume	155 ounces with SW-controlled overflow protection

## OPERATION

Push Buttons	Magnetically actuated reed switches
Keypad	Internal: Mechanical-stroke External: Piezo
Display	2 x 20 characters, programmable Backlit LCD 2 programmable LEDs - Yellow (warning) - Red (alarm)
Multilingual Option	Up to 4 languages
Application Types	Pay and Display, Pay By Space

## RECEIPT PRINTER

Printer Type	Thermoelectric
Capacity	up to 4500 per refill
Characters	Proportional font, up to 80 characters per line
Paper Cutter	Complete cutting
Take Ticket Sensor	Standard
Receipt Message	Custom programmable

## COMMUNICATION

GPRS Type of Data	Data transfer or online Transactions, tariffs, statistics, alarms, blacklists, credit card transactions (CISP Compliant)
-------------------	--

## NETWORKING

Number of Terminals	Up to 10
Applications	MEMO and real-time payment

## CENTRAL ADMINISTRATION

Software	Cale "Web Office" (web based back-office software)
----------	--

*Specifications are subject to change without notice*

Distributed by:  
**Cale Parking Systems USA**

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Downers Grove, Illinois 60515  
Tel: (630) 241-1984 Fax: (630) 241-1985  
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Total Parking Solutions, Inc.



Total Parking Solutions, Inc.

### 3.2 Scope of Work

Total Parking Solutions will provide, install, and terminate three (3) pay by space terminals in the City of Berwyn Municipal Parking Structure as specified. Total Parking Solutions shall provide all parts necessary for a turnkey operation, including all training for municipal personnel. In coordination with the installation, Total Parking Solutions shall provide the required personnel during the initial start-up to instruct users as specified in the RFP.

### 3.3 Qualifications/ Project Experience / References

Total Parking Solutions, Inc. was founded on the premise of *"uncompromising customer service."* Founded in 2005, the principle partners of the firm have nearly 40 years experience in the parking industry. Both share a common vision of customer service as it relates to the field, and the common reality that this often over-used catch phrase is the cornerstone of our business.

Tom Zawacki, President of Sales & Marketing and co-owner, has almost fifteen years field sales and marketing experience in the parking industry. He has proven himself to be a consummate sales professional, assisting customers in making the prudent choice for equipment applications. "Dedication to the needs of the customer are first and foremost and it is this ideal that our company will not waiver from."

Joe Smith, President of Operations and co-owner, has over 25 years experience in parking operations and management. His attention to detail and industry knowledge is invisible to the everyday parking patron. However, it has earned him a strong reputation throughout the industry. "Throughout my career I have rarely found the attention to customer service required from a company as it relates to the end-user. I now have a chance to apply this experience and help forge a new standard in the industry."

Our service staff is highly trained and motivated to serve you. Our technicians are trained and certified on Cale, as well as, Parkeon / Schlumberger for pay & display and pay by space equipment. In addition due to local customer demand, our staff recently began providing service for Guardian Technologies Legend pay by space stations as well. Our technicians are also experienced in the installation of various access and gate control products which include Magnetic Auto-control, National Loop, Northern Computer, RSI, Linear, LIS and SandVault Group.

Both partners are from the Midwest, and live and work in the Chicago area. These local roots help us to understand the business climate, and the business ethics required to maintain a satisfied customer base. This foundation also insures that someone is always available to assist our customers as needed.

It is this synthesis of talents that form the framework for a company with a fresh approach to the industry and its customers. Individual reputations speak for themselves; together we will prove that *"uncompromising customer service"* is not just a catch phrase.

*Understanding that all equipment no matter how well engineered will require service, we have gone out and recruited only seasoned parking industry service technicians. Backed with a large supply of stock parts and an industry leading manufacturer support structure, our technicians will provide our customers with the least amount of equipment downtime possible; which in the parking industry results in improved revenues and an overall successful parking program.*

It is our sincere hope that you allow us at Total Parking Solutions, Inc. to prove to you what *"uncompromising customer service"* really is. We look forward to the day that we may be of service to you.

**Total Parking Solutions Client References:**

Village of Hinsdale, IL.

Kevin Simpson

Ph. # 630-789-7070

Three pay by space parking terminals in operation. Two units are at Metra stations and one unit in a commercial lot. Payment options include coins, bills, and credit card. Customer has Cale WebOffice system for credit card processing, management reports, and maintenance and collection alarms - added "Remote Enforcement" this year.

Date installed: November 2006

---

City of Des Plaines, IL.

John Romano

Ph. # 847-391-5475

Four pay by space parking terminals in operation are at Metra station. Payment options include coins, bills, and parking debit card.

Date installed: January 2007

---

City of Crystal Lake, IL.

George Koczwar

Ph. # 815-459-2020

Fifteen pay by space parking terminals in operation are at Metra station. Payment options include coins, bills, parking debit card, and credit card. Customer has Cale WebOffice system for credit card processing, management reports, and maintenance and collection alarms - added "Remote Enforcement" this year.

Date installed: September 2006

---

Village of Lemont, IL.

John Piazza

Ph. # 630-699-0001

Three pay by space parking terminals in operation are at Metra station. Payment options include coins, bills, and parking debit card.

Date installed: April 2006

---

Village of Oak Park, IL.

Paul Sturdivant

Ph. # 708-926-1386

Three pay by space parking terminals in operation in parking lots shared by Metra commuters and commercial shopping. Payment options include coins, bills, parking debit card, and credit card. Customer has Cale WebOffice system for credit card processing, management reports, and maintenance and collection alarms - added "Remote Enforcement" this year. Customer is in the approval process to remove parking access and gate controlled equipment in two municipal garages to install five additional units.

Date installed: March 2007

---

Village of Riverside, IL.

Kevin Wachtel

Ph. # 708-447-2700

One pay by space parking terminals in operation are at Metra station. Payment options include coins, bills, and parking debit card.

Date installed: June 2008

---

---

Village of Morton Grove, IL.

Paul Tobin

Ph. # 630- 470-5235

Four pay by space parking terminals in operation are at Metra station. Payment options include coins, bills, and parking debit card.

Date installed: July 2008

---

Village of Wheeling, IL.

Mike Bliefertnich

Ph. # 847-459-2660

Four pay by space parking terminals in operation are at Metra station. Payment options include coins, bills, and credit card. Customer has Cale WebOffice system for credit card processing, management reports, and maintenance and collection alarms and "Remote Enforcement".

Date installed: January 2009

---

City of Joliet, IL.

Steve Jenco

Ph. # 630-724-4204

Four pay by space parking terminals in operation are at Metra station. Payment options include coins, bills, and credit card. Customer has Cale WebOffice system for credit card processing, management reports, and maintenance and collection alarms.

Date installed: July 2007, January 2009

---

### **3.4 Proposed Installation Schedule**

Equipment delivery typically requires 8 to 10 weeks from date of award of contract. Upon arrival of equipment, Total Parking Solutions will require two days for all programming and testing of terminals. Onsite installation, testing, and training can take approximately two days and will be coordinated with the general contractor upon award of contract.

**3.5 A. Fee Proposals**

Equipment

3 Units      Cale Compact XL Pay by Space Terminals      \$ 38,820 00  
with one year 100% parts and labor warranty

Year two 100% parts and labor warranty      \$ 3,060 00

WebOffice - Annual fee \$ 780 00 per unit      \$ 2,340 00

Cale WebOffice - Central Management System  
provides for:

- On line real time credit card payment (PCI complaint)
- web-based remote access to maintenance, statistical, and financial reporting
- alarms sent via SMS text messaging and e-mail to owner/service technician
- real time remote enforcement

**Total Equipment with WebOffice and      \$ 44,220.00**  
**Two Year 100% Parts and Labor Warranty**

Extended Warranty \*

Full 100% parts and labor coverage  
Total for years three (3), four (4), and five (5)      \$ 10,530 00

\* excluding only Acts of God, vandalism, and abuse  
not limited to the number of call outs per year

**3.5 B. Invoicing Terms**

50% billable upon placement of order, balance due upon completion of installation

**2.3 B, Addendum Question # 4.**

Required for the operation and monitoring of the Cale WebOffice Central Management System or central control system as it is referred to in the RFP is a standard PC with internet access through a web browser to an https secured website. The pay stations are not required to be hard wired to this computer, the communication is cellular. To avoid the expense we would recommend that the City install any available computer recently replaced from their inventory. If one is not available, TPS would provide and install one at a cost of \$ 350.00.

**Additional References:**

City of Evanston	Mark Turenne	847-866-2923
Village of Oak Lawn	Brain Hanigan	708-499-7760
City of St. Joseph, Mi.	Derek Perry	269-983-6341
Village of Winfield	Ms. Diane Malhiot	630-933-7100
Village of Forest Park	Judy Kovacs	708-615-6208
City of Geneva	Ms. Robin Boose	630-232-4736
City of Lockport	Tom Fulton	815-838-2132
Village of Richton Park	Mike Conley	708-481-8950
Village of Orland Park	Ms. Annmarie Mampe	708-403-6199
University of Wisconsin - Oshkosh	Joe Blohm	920-424-1346
City of Harvard	Jay Nolan	815-943-6468
Village of New Lenox	Scott Homerding	815-462-6400
Saint Alphonsus Parish (Chicago, Il.)	Jerry Kennedy	773-525-0709
City of West Chicago	Mark Ruddick	630-293-2252
City of Des Plaines	John Romano	847-391-5475
University of Illinois at Chicago	Frank Kucera	312-413-5879
Oak Park-River Forest High School	Robert Zummallen	708-434-3198



## EXHIBIT C: AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("Parking Contractor") and the City of Berwyn, Illinois, an Illinois municipal corporation with offices at 6700 W. 26th St., Berwyn, Illinois 60402, ("City").

WHEREAS, the City wishes to retain the services of the Parking Contractor for to furnish, install and maintain "Pay by Space" parking equipment for the Berwyn Municipal Parking Structure, located at 3320 Grove Ave., Berwyn, IL; and

WHEREAS, the Parking Contractor is willing to perform these services for the compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### **1. General Scope of Work**

The Parking Contractor shall provide a pay by space parking fee collection system for the Berwyn Municipal Parking Structure located at 3320 Grove Avenue, Berwyn, Illinois 60402 and a maintenance program for two years, renewable thereafter. The Parking Contractor chosen shall have a local office for support of the product and a locally managed operation. The Parking Contractor shall maintain a supply of spare parts locally for the support of the system.

### **2. Scope of Work Specifics**

#### **2.1 Locations in Parking Structure**

The parking fee collection system shall include three pay stations, two in Stair Tower No.1, ground level (approximately where one box is shown in the plans) and one in Stair Tower No. 2, ground level. Stations must be linked for complete communication so a customer can pay at any station in the system and enforcement officers can access information for the entire system from one station. AC power and conduit runs for communication data lines will be provided by the General Contractor.

#### **2.2 General Operation**

**Public Use:** Upon parking their vehicle, user notes their space number and proceeds to the pay station. User enters their space number on the pay station keypad. When paying with cash, user pays in full exact amount for daily or hourly rate and then removes receipt. When paying with a credit or debit card, user inserts the card, enters the desired amount to decrement on the pay station keypad, then removes the card and receipt.

**Enforcement:** Enforcement officer enters the pass code on the pay station keypad. The pay station display will give the officer the option to produce a printout of paid or unpaid spaces. Officer makes selection, removes printout, and proceeds to parking area to issue citations to

violators.

Collection: Collection staff opens the pay station, removes a container of cash and replaces it with an empty spare container. The pay station will issue a detailed receipt of contents including a grand total of notes by denomination.

### **2.3 Equipment**

- A. **Parking Fee Pay Stations:** Parking fee pay stations shall be of vandal-resistant stainless steel construction and shall have an operating temperature range of  $-30^{\circ}$  F to  $130^{\circ}$  F and shall operate in relative humidity of up to 95%.

The system must provide for software configuration at the pay station to include tariff structures, rates and display information. Data storage shall have a transaction backup of a minimum of 5000 latest transactions.

Each pay station shall include the following:

1. A keypad for parking space entry of vandal resistant material.
  2. A receipt printer with a low paper sensor and supporting receipt rolls with a receipt capacity minimum of 4000 receipts.
  3. A card reader for credit and debit cards.
  4. A currency reader for cash payments.
  5. A vandal resistant screen with at least two languages, selectable by user.
  6. A secured vault area to hold steel collection container for currency with minimum capacity of 500 bills. Vault areas shall not be accessible from the maintenance area of the pay station. Maintenance and vault areas shall be keyed differently.
  7. An overflow protection warning for the bill vault.
- B. **Central Control System:** Pay stations shall communicate with a central control system which shall allow for supervision of all maintenance, statistical and financial data from the Communication Room (111) of the Parking Structure. The central control system shall allow for rate change, ticket layout, time intervals and text display changes to be made from the Communication Room by City staff. The central control system shall allow for various security levels and these levels shall be password protected. The central control system shall allow for credit card payments at the pay stations.

### **2.4 Training and Initial Assistance**

Upon completion of the system installation the Parking Contractor will provide for a minimum of four hours of training for City staff. This training will cover all functionality, first line maintenance, collections and enforcement for the system. Subsequently, the Parking Contractor will provide for an employee with comprehensive knowledge of the equipment and the system to be on hand for the first two weekdays that the system is active from 6:00 a.m. until 9:00 a.m.,

and for the first Saturday that to system is active from 9:00 a.m. until noon to assist parking patrons with operation. The Parking Contractor will also make an employee available for the first collection that is done on the system in order to assist the City staff responsible for collections.

## **2.5 Maintenance**

The Parking Contractor shall perform all required maintenance of the parking equipment for a period of 2 years from date of acceptance of the parking equipment system by the owner. The maintenance agreement shall be renewable thereafter.

## **2.6 Warranty**

A warranty for repair or replacement of defective parking equipment shall be provided, covering a period of 5 years from date of acceptance of the parking equipment system by the owner.

## **3. Term of Agreement**

The term of this Agreement will commence on the date of execution by both parties and terminate upon final payments being made to the Parking Contractor.

## **4. Compensation**

### **A. Fees:**

The City will pay the Parking Contractor an amount not to exceed \_\_\_\_\_

**B.** The Parking Contractor's services shall be performed in an expeditious and economical manner consistent with the interests of the City. No compensation shall be paid for services performed by others on behalf of the Parking Contractor, except as specified herein, or for any services performed outside the scope of the Parking Contractor's services listed in this Agreement without the City's prior written approval.

### **C. Parking Contractor 's Invoices:**

The Parking Contractor shall submit \_\_\_\_\_ invoices to the City in the following form. In addition to currently billed amounts, invoices shall contain an invoice or reference number, the billing period, the names of any subcontractors, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining in the contract to date.

**5. Insurance and Indemnification of the City**

- A.** The Parking Contractor shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Parking Contractor from claims, at a minimum set forth below which may arise out of or result from the Parking Contractor's operations under this agreement and for which the Parking Contractor may be legally liable:
1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Parking Contractor's employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Parking Contractor's employees;
  4. Claims for damages insured by the usual personal injury liability coverage which are sustained 1) by a person as a result of an offense directly or indirectly related to employment of such person by the Parking Contractor, or 2) by another person;
  5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
  6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
  7. Claims for damages as a result of professional or any other type of negligent action by the Parking Contractor or failure to properly perform services under the scope of the agreement between the Parking Contractor and the City.
- B.** The Parking Contractor shall demonstrate having such insurance coverage, in aggregate, for a minimum of \$1 million including appropriate professional liability insurance.
- C.** As evidence of said coverages, Parking Contractor shall provide the City with certificates of insurance naming the City of Berwyn, the Berwyn Development Corporation and Alfred Benesch & Company as additional insureds and include a provision for cancellation only upon at least 30 days prior notice to the City of Berwyn. In addition, the Parking Contractor shall indemnify and hold harmless the City, BDC and Benesch, and their officers, employees and agents from any and all liability, losses or damages the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Parking Contractor or any subcontractor to the

Parking Contractor under the Parking Contractor's agreement with the City.

**6. General Terms and Conditions**

**A. Relationship Between the Parking Contractor and the City**

The relationship between the City and the Parking Contractor is that of a buyer and seller of equipment and services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**B. Equal Employment Opportunity**

In the event of the Parking Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Parking Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Parking Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the

contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Parking Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Parking Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

### **C. Sexual Harassment**

Parking Contractor, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Parking Contractor's or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights

Commission and how to contact these entities, and;

6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### **D. Drug Free Work Place**

Parking Contractor, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the City's or Parking Contractor 's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's or Parking Contractor 's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **E. Discrimination**

Parking Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The American's with Disabilities Act (42 D.S.C. 12101) and the regulations thereunder (28 CFR 35. 13 0) (ADA) 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 contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

**F. Termination**

In the event of the Parking Contractor's nonperformance or breach of the terms of the Agreement, the Agreement may be canceled, in whole or in part, upon the City's written notice of default and the Parking Contractor's failure to cure such default within ten days of the notice. The Parking Contractor may terminate the contract only upon thirty days notice. In the event of termination that is not the fault of the Parking Contractor, the City will pay the Parking Contractor's fees actually incurred as of the date of termination. Upon termination, the Parking Contractor will deliver all documents and products of whatever kind, and their reproducible originals, related to the project which have been prepared to the date of the notice of default.

**G. Compliance with Laws**

All work under the Agreement must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

**H. Governing Law/Jurisdiction and Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that all court action relating to this Agreement shall be commenced in the Circuit Court of Cook County, Illinois.

**I. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**J. Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to



enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**K. Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**L. Indemnification**

The Parking Contractor will indemnify and hold harmless the City and its officers, employees and agents from any and all liability, losses or damages the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Parking Contractor or any of its subcontractors under this Agreement. This indemnification does not apply to liability caused by the City's own negligence.

**M. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**N. Assignment**

The Parking Contractor will not assign or subcontract any portion of this Agreement, unless the City agrees to the assignment or subcontract in writing in advance. Any such permitted assignment or subcontract will not relieve the Parking Contractor from its obligations or change the terms of this Agreement. Any assignment or subcontract without the City's prior written approval shall be void.

**O. Notice**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Michael A. O'Connor, Mayor  
City of Berwyn  
6700 W. 26th St.  
Berwyn, IL 60402

With Copies to:

Richard Bruen  
Odelson & Sterk, Ltd.  
3318 West 95th Street  
Evergreen Park, Illinois 60805

and

Sara Bratcher, Senior Urban Planner  
Berwyn Development Corporation  
3322 S. Oak Park Ave.  
Berwyn, IL 60402

IN WITNESS **WHEREOF**, the Parties have executed this Agreement on the date indicated below.

(Parking Contractor) \_\_\_\_\_

**City of Berwyn**

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

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

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

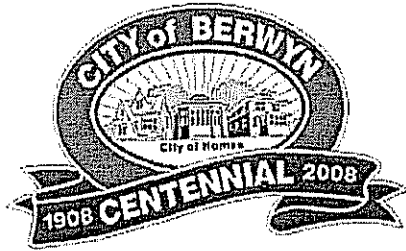
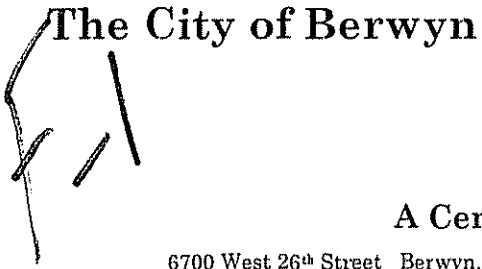
Title: \_\_\_\_\_

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

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

# Section F

## Reports and Communications From The Mayor



**Michael A. O'Connor**  
Mayor

**A Century of Progress with Pride**

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

Date: April 14, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Resolution for Neighborhood Stabilization Project

Ladies and Gentlemen:

We will have a short presentation describing this grant in the Committee of the Whole.

Your approval of the resolution is required to move forward.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/ws

The City of Berwyn



A Century of Progress with Pride

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

Michael A. O'Connor  
Mayor

ITEM NO. \_\_\_\_\_

DATE MAR 10 2009

DISPOSITION \_\_\_\_\_

March 5, 2009

To: Members of City Council

Re: Resolution for Neighborhood Stabilization Project

Dear Ladies and Gentlemen:

The state of Illinois is allocating funds for the Neighborhood Stabilization Project or NSP. We received the Notice of Request for Proposal on Wednesday, March 4, 2009. The guidelines set forth require a Resolution granting permission to file an application.

Due to the short notice and need to proceed by the state's timeline, the necessary Resolution will be available during our meeting. I am asking that this matter be referred to Committee of the Whole for explanation and discussion.

Sincerely,

Michael O'Connor  
Mayor

MAO/dr

RESOLUTION NO. 2009 - \_\_\_\_\_

A RESOLUTION APPROVING  
THE CITY OF BERWYN'S PROPOSAL FOR FEDERAL  
"NEIGHBORHOOD STABILIZATION PROGRAM" FUNDS,  
AND FOR AUTHORIZATION TO SUBMIT SAME TO  
THE STATE OF ILLINOIS

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

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

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

**WHEREAS**, in July, 2008, the United States Congress ("Congress") authorized the Neighborhood Stabilization Program ("NSP") to provide funding to state and local governments to address the increased number of foreclosed and vacant properties in America; and

**WHEREAS**, because of the funding formula approved by Congress, NSP Funds that should have been allocated to Berwyn, were allocated to the State of Illinois ("State"); and

**WHEREAS**, the Mayor and City Council are deeply concerned about the housing foreclosure crisis, and the corresponding rise in vacant and abandoned properties in Berwyn; and

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

**WHEREAS**, the Mayor and the City Council have determined it is in the best interest of Berwyn to apply for and receive NSP Funds from the State; and

**WHEREAS**, the Community Development Department developed a multi-faceted proposal for the use of NSP Funds pursuant to the requirements of the State's Request for Proposal ("RFP"), and in accord with Berwyn's 2<sup>nd</sup> Con Plan and Year 9 Action Plan for the use of Community Development Block Grant Funds (the "Berwyn Proposal for NSP Funds"); and

**WHEREAS**, the Berwyn Proposal for NSP Funds was developed so as to reduce the number of vacant and abandoned properties caused by foreclosures, promote the development of a viable urban community, provide decent housing and a suitable living environment, principally for low and moderate income persons, all in conformance with the State's RFP, and NSP rules and regulations applicable thereto; and

**WHEREAS**, after due deliberation the City Council finds it would be in the best interest of Berwyn to approve and submit the Berwyn Proposal for NFP Funds as drafted by the Berwyn Community Development Department.

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

**SECTION 1:**

That the Corporate Authorities of Berwyn hereby approve, and authorize the submittal of, the Berwyn Proposal for NSP Funds in substantially the same format as attached hereto and made a part hereof as Exhibit A.

**SECTION 2:**

That the Mayor and City Clerk be and are hereby directed and authorized to sign and submit the Berwyn Proposal for NSP Funds, and any additional documentation required or requested by the State or Federal Government for this purpose.

**SECTION 3:**

That the Mayor and City Clerk be and are hereby directed and authorized, upon approval and funding of the Berwyn Proposal for NSP Funds, to enter into all other contracts and/or agreements necessary and proper to fully implement the Berwyn Proposal for NSP Funds; including, but not limited to, all contracts for the purchase, clean up / rehab, and resale of vacant or abandoned homes, and contracts / agreements with neighboring municipalities and area not-for profit organizations.

**SECTION 4:**

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

Voting Aye: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Voting Nay: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

Deposited in my office this \_\_\_\_ day of \_\_\_\_\_, 2009.

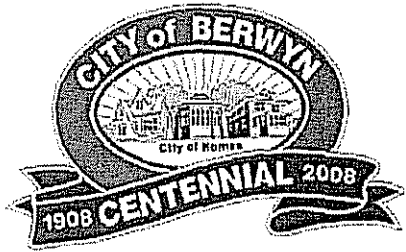
\_\_\_\_\_  
Thomas J. Pavlik, City Clerk

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Michael A. O'Connor, Mayor



The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: April 14, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Volume Capitalization

Ladies and Gentlemen:

Please find attached a resolution that allows the City to transfer our volume capitalization to the Illinois Housing Development Authority, which will be used for the "HOME" program. We have done this for the last three years, and it would be my recommendation to approve this resolution.

Sincerely,

A handwritten signature in cursive script that reads 'Michael A. O'Connor'.

Michael A. O'Connor  
Mayor

MAO/ws

Attachment

[USE FOR MCC PROGRAM ONLY]

RESOLUTION APPROVING PARTICIPATING IN  
ILLINOIS HOUSING DEVELOPMENT AUTHORITY  
MORTGAGE CREDIT CERTIFICATE PROGRAM

**WHEREAS**, there exists within the borders of the City of Berwyn, Illinois (the "Municipality"), a recognized need for decent, safe, sanitary and well-constructed and maintained housing which persons of moderate income can afford; and

**WHEREAS**, the Municipality is a home rule unit of local government pursuant to Article VII of the Illinois Constitution of 1970 and, as such a home rule unit, the Municipality receives an annual allocation of private activity bond volume cap ("Volume Cap") pursuant to Section 146 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"); and

**WHEREAS**, Section 143 of the Code ("Section 143") authorizes home rule units to issue mortgage revenue bonds ("Revenue Bonds") using Volume Cap, the proceeds of which are to be used to purchase qualified mortgage loans, as defined in Section 143 ("Mortgage Loans"), made to homebuyers satisfying the requirements of Section 143 ("Homebuyers"); and

**WHEREAS**, Section 25 of the Code authorizes home rule units to elect to surrender all or a portion of the Volume Cap available to issue Revenue Bonds and to issue mortgage credit certificates ("MCC's") in place of those Revenue Bonds; Homebuyers receiving such MCC's are entitled to a credit against their federal income tax; and

**WHEREAS**, the Municipality is considering establishing and implementing a mortgage credit certificate program (the "MCC Program") for the year 2009 to issue MCC's to Homebuyers living within the Municipality, using \$4,530,870.00 of its Volume Cap for the year 2009 ("Year 2009 Volume Cap"); and

**WHEREAS**, the Illinois Housing Development Authority ("IHDA") has offered to create and administer the MCC Program; the Municipality would cede to IHDA a portion of its Year 2009 Volume Cap and for a period of one (1) year from the commencement date of the MCC Program, IHDA would provide MCC's issued under the MCC Program exclusively to Homebuyers living in the Municipality; and

**WHEREAS**, the MCC Program has received the approval of the Municipality Finance Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the Berwyn City Council of the Municipality, as follows:

1. The Municipality makes the findings and determinations set forth in the preamble. The terms defined in the preamble are adopted for the purposes of this Resolution.

2. The Municipality approves and authorizes its participation in the MCC Program and cedes to IHDA \$4,530,870.00 of its Year 2009 Volume Cap for purposes of establishing and administering the MCC Program.

3. The Municipality authorizes and empowers the proper officials, agents and employees of the Municipality to do all acts and things and to execute all documents and instruments as may be necessary to participate in the MRB Program and the MCC Program and to carry out and comply with the provisions and intent of this Resolution or to effectuate its purpose.

4. This Resolution shall take effect immediately upon its adoption.

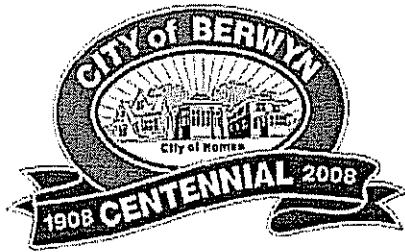
---

MICHAEL A. O'CONNOR-MAYOR

---

THOMAS J. PAVLIK-CITY CLERK

3  
The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: April 14, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Liquor License Classification Changes

Following are two requests for changes in the liquor license classifications:

- Striker Lanes would change from a B-1 Tavern Only Classification to a B-3.1 Tavern with Entertainment/Occupancy of 0 to 59
- Double Olives Café would change from a D-1 Restaurant with Liquor to a B-3.1 Tavern with Entertainment/Occupancy of 0 to 59

In order to do so, it would require an amendment of our current ordinance for liquor license classifications as follows:

- B-1 Tavern Only Classification - Decrease from 16 to 15
- D-1 Restaurant with Bar Area – Decrease from 7 to 6
- B-3.1 Tavern with Entertainment/Occupancy 0 to 59 - Increase from 8 to 10

This results in a net change of zero (0) in the number of licenses issued by the City of Berwyn.

Your concurrence would be appreciated so we can forward this to the Law Department for updating of the ordinance.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/ws

Attachment

Mayor Mike O'Connor + City Collector Debi Such

I would like to get an  
entertainment Licence For  
Striker Lanes.

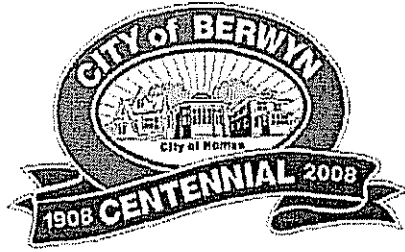
We are going to have  
Karaoke + play some  
music a few times a  
month for our Bowlers.

STRIKER LANES  
6728 WEST 16th STREET  
BERWYN, IL 60402  
(708) 484-7831

Thank You

Jerry Main

*MAO*  
The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: April 14, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Superblock

Ladies and Gentlemen:

Please find attached a copy of the closing documents for the transfer of the Bank Building and related parcels to Berwyn Center, LLC.

The receipt for the unpaid real estate tax bill from 2001 is also included in the packet.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. O'Connor".

Michael A. O'Connor  
Mayor

MAO/ws

Attachments



# OPEN ITEM REAL ESTATE TAX BILL

This bill is payable to: Cook County Collector 118 N Clark Street, Room 112, Chicago, IL 60602.

The information below details a delinquent open item for this property. If you pay your bill in person, please bring this entire statement to the Cook County Collector. If you pay your bill by mail, include the bottom portion of this bill with your payment.

**These taxes are past due. Please pay immediately.**

**Penalties increase monthly, see schedule below.**

## 2001 OPEN ITEM REAL ESTATE TAX BILL

DATE 03/31/2009  
Certificate of Error No.:  
Tax Year 2001 2ND  
Warrant Tax Year  
Tax Type

Vol / PIN: 005 16-30-104-008-0000  
Original Tax Amount Due:  
Minus CR/JR Credit: 0.00  
Adjusted Tax Amount Due:  
Tax Balance Due: 5,011.51  
For Total Due With Penalty,  
See Schedule Below.

PAGE 1 OF 1  
2001 2ND

118 North Clark Street Rm. 112  
Chicago, IL 60602  
312-443-5100

[www.cookcountytreasurer.com](http://www.cookcountytreasurer.com)

4/1/2009 12:39 PM 0413 0012-5934  
Cash Report: 090401-01 4/1/2009

01 - Cook County Building

16301040080000 2001 2

Posted: 4/1/2009

Validation Number: 316002

Open Item Tax Bill

211 Interest

\$5,011.51

\$5,788.09

Total

\$10,799.60

Check

(\$10,799.60)

Check No. 819

Thank You for Your Payment



# TICOR TITLE INSURANCE COMPANY

(INVOICE AS OF 04/01/09)

PAGE: 01

OFFICE: 02000  
ORDER NUMBER: 000645161  
ACCOUNT NUMBER: AKZ633 -000

ESCROW NUMBER: N 000645161-001  
CONTRACT NUMBER:

ACOSTA, KRUSE, & ZEMENIDES  
6336 N. CICERO AVE  
#202  
CHICAGO, IL 60646

DATE ORDER RECEIVED: 03/23/09  
REFER INQUIRIES TO:  
NEW CONSTRUCTION - CHICAGO LOOP  
(312) 621-5000  
SLW

ATTENTION: ERIKA

BUYER/BORROWER: BERWYN CENTER, LLC  
SELLER/OWNER: CITY OF BERWYN, ILLINOIS  
PROPERTY ADDRESS: 6801-6821 W. CERMAK RD.  
CUSTOMER REFERENCE: 6801-6821 CERMAK

POLICIES APPLIED FOR: ALTA OWNERS 2006 \$ 750,000.00

\*\*\*\*\*

RESPA  
LINE

DESCRIPTION OF ITEMS

1201	RECORDING FEE - DEED	48.50
1101	ESCROW CLOSING FEE	350.00
1108	TITLE PREMIUM	1,000.00
1108	OWNER'S POLICY	1,000.00

TOTAL CUSTOMARY BUYER/BORROWER CHARGES: 2,398.50

TOTAL INVOICE: 2,398.50  
MISCELLANEOUS DEBITS: .00  
PAYMENTS/CREDITS: .00

NET AMOUNT DUE: 2,398.50

\*\*\*\*\*

ACCOUNT NUMBER: AKZ633 -000 ORDER NUMBER: 000645161 NET AMOUNT DUE: 2,398.50

02000: 2,398.50

THANK YOU FOR PLACING YOUR ORDER WITH TICOR TITLE INSURANCE!  
NEW CONSTRUCTION - CHICAGO LOOP  
203 N. LASALLE, STE. 2200  
CHICAGO, ILLINOIS 60601



645161

Prepared by:  
ROLANDO R. ACOSTA  
ACOSTA, KRUSE & ZEMENIDES, LLC  
6336 NORTH CICERO AVENUE, SUITE 202  
CHICAGO, ILLINOIS 60646

Mail to:  
Rolando R. Acosta  
Acosta, Kruse & Zemenides, LLC  
6336 North Cicero Avenue, Suite 202  
Chicago, Illinois 60646

Send Subsequent Tax Bills to:

Berwyn Center, LLC  
3565 N. Milwaukee  
Chicago, IL 60641

SPECIAL WARRANTY DEED  
Statutory (ILLINOIS)  
(Municipal Corporation to Corporation)

THE GRANTORS:

THE CITY OF BERWYN, Cook County, Illinois, an Illinois municipal corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of One and No/100 Dollars (\$1.00), other good and valuable consideration in hand paid, CONVEYS WITH ALL FAULTS AND WITHOUT ANY WARRANTY CONCERNING ANY ENVIRONMENTAL CONDITIONS OR SUITABILITY FOR ANY PURPOSE to BERWYN CENTER, LLC, an Illinois limited liability company created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

Parcel 1

Lot 1 and the east 14.00 feet of Lot 2 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the west 51.49 acres of the west 1/2 of the northeast 1/4 and the east 41 acres of the east 1/2 of the northwest 1/4 of section 30, Township 39 North, Range 13 East of the Third Principal Meridian (6801 W. Cermak Road).

Common Address: 6801 W. Cermak Rd., Berwyn, IL 60402

Permanent Real Estate Index Number(s): 16-30-104-008-0000

Parcel 2

The west 12.00 feet of Lot 2 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the west 51.49 acres of the west 1/2 of the northeast 1/4 and the east 41 acres of the east 1/2 of the northwest 1/4 of section 30, Township 39 North, Range 13 East of the Third Principal Meridian (6805 W. Cermak Road)


Common Address: 6805 W. Cermak Rd., Berwyn, IL 60402 (Portion)

Permanent Real Estate Index Number(s): 16-30-104-007-0000 (Portion -- To be legally subdivided in the future)

Exempt under Real Estate Transfer Act Sec. 4

Para.   E  

Date   4-1-09  

Sign 

Parcel 3

Lots 21 and 22 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the west 51.49 acres of the west ½ of the northeast ¼ and the east 41 acres of the east ½ of the northwest ¼ of section 30, Township 39 North, Range 13 East of the Third Principal Meridian (2216 South Oak Park Avenue).

Common Address: 2216 S. Oak Park Avenue, Berwyn, Illinois 60402

Permanent Real Estate Index Number(s): 16-30-104-023-0000 and 16-30-104-024-0000

Subject to: (1) general real estate taxes for 2009 and subsequent years; (2) easements, covenants, restrictions, agreements, conditions and building liens of record; (4) applicable zoning and building laws and ordinances; (5) recorded public utility easements, if any; (5) all faults and environmental conditions; and (6) plats of dedication and plats of subdivision and covenants thereon..

Dated this 30<sup>th</sup> day of March, 2009

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its Manager this 30<sup>th</sup> day of March, 2009.



CITY OF BERWYN, Cook County, Illinois, an Illinois municipal corporation

*Michael A. O'Connor*

By: Michael A. O'Connor  
Its: Mayor

ATTEST:

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

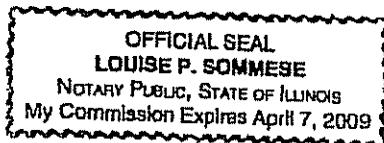
State of Illinois            )  
  )ss.  
County of Cook            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL A. O'CONNOR, personally known to me to be the Mayor of CITY OF BERWYN, Cook County, Illinois, an Illinois municipal corporation, and THOMAS J. PAVLIK, personally known to me to be the City Clerk of the CITY OF BERWYN, Cook County, Illinois, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Mayor and City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Berwyn, as each person's free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30<sup>th</sup> day of March, 2009.

Commission expires April 7, 2009

*Louise P. Somese*  
\_\_\_\_\_  
NOTARY PUBLIC



**AFFIDAVIT OF TITLE**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

The undersigned affiant, being first duly sworn, on oath say, also covenant with and warrant to the grantees hereinafter named:

That affiant has an interest in the premises described below or in the proceeds thereof or is the grantor in the deed dated March 30, 2009 to Berwyn Center, LLC, an Illinois limited liability company, grantee, conveying the following described premises:

Parcel 1

Lot 1 and the east 14.00 feet of Lot 2 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the west 51.49 acres of the west ½ of the northeast ¼ and the east 41 acres of the east ½ of the northwest ¼ of section 30, Township 39 North, Range 13 East of the Third Principal Meridian (6801 W. Cermak Road).

Common Address: 6801 W. Cermak Rd., Berwyn, IL 60402

Permanent Real Estate Index Number(s): 16-30-104-008-0000

Parcel 2

The west 12.00 feet of Lot 2 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the west 51.49 acres of the west ½ of the northeast ¼ and the east 41 acres of the east ½ of the northwest ¼ of section 30, Township 39 North, Range 13 East of the Third Principal Meridian (6805 W. Cermak Road)

Common Address: 6805 W. Cermak Rd., Berwyn, IL 60402 (Portion)

Permanent Real Estate Index Number(s): 16-30-104-007-0000 (Portion -- To be legally subdivided in the future)

Parcel 3

Lots 21 and 22 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the west 51.49 acres of the west ½ of the northeast ¼ and the east 41 acres of the east ½ of the northwest ¼ of section 30, Township 39 North, Range 13 East of the Third Principal Meridian (2216 South Oak Park Avenue).

Common Address: 2216 S. Oak Park Avenue, Berwyn, Illinois 60402

Permanent Real Estate Index Number(s): 16-30-104-023-0000 and 16-30-104-024-0000

Subject to: (1) general real estate taxes for 2009 and subsequent years; (2) easements, covenants, restrictions, agreements, conditions and building liens of record; (4) applicable zoning and building laws and ordinances; (5) recorded public utility easements, if any; (5) all faults and environmental conditions; and (6) plats of dedication and plats of subdivision and covenants thereon..

That no labor or material has been furnished for premises within the last four months that is not fully paid for.

That since the title date of March \_\_\_, 2009 in the report on title issued by Ticor Title Insurance Company, affiant has not done or suffered to be done anything that could in any way affect the title to the premises, and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within five (5) days from the date hereof.

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of the premises.

Affiant further states: None.

CITY OF BERWYN, Cook County, Illinois, an Illinois  
municipal corporation



*Michael A. O'Connor*

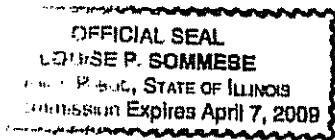
By: Michael A. O'Connor  
Its: Mayor

ATTEST

*[Signature]*  
\_\_\_\_\_  
City Clerk

Subscribed and sworn to before me  
This 30<sup>th</sup> day of March, 2009

*[Signature]*  
\_\_\_\_\_  
Notary Public



**BILL OF SALE**

Seller, City of Berwyn, Cook County, Illinois, an Illinois municipal corporation, in consideration of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, does hereby sell, assign and transfer to Purchaser, Berwyn Center, LLC, an Illinois limited liability corporation, the following described personal property located at 6801 W. Cermak Road, 6805 W. Cermak Road, and 2216 S. Oak Park Avenue, Berwyn, Illinois:

Bank Building Shell. No personal property is being transferred other than existing attachments to the Bank Building Shell.

Seller represents and warrants to Purchaser that 1) Seller is the absolute owner of the personal property; 2) the personal property is free and clear of all liens, charges, claims and encumbrances; and 3) Seller has the right to sell the personal property and to make this Bill of Sale.

Seller has signed this Bill of Sale this 30<sup>th</sup> day of March, 2009.



CITY OF BERWYN, Cook County, Illinois, an Illinois municipal corporation

*Michael A. O'Connor*

By: Michael A. O'Connor

Its: Mayor

ATTEST:

*[Signature]*  
\_\_\_\_\_  
City Clerk



TICOR TITLE INSURANCE COMPANY

203 N. LASALLE, STE. 2200, CHICAGO, ILLINOIS 60601

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. 2000 000645161 STO

Loan No.

Date 4/1/09

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

- 1. That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land... 2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages or other voluntary liens or mortgages affecting title... 3. That all management fees, if any, are fully paid, except the following: 4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: 5. That there are no unrecorded contracts or options to purchase the land, except the following, if any: 6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: 7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns. 8. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. [DELETE STATEMENT IF NOT APPLICABLE.]

The undersigned makes the above statement for the purpose of inducing Ticor Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Murphy F. Bruen Jr. (IT) ATTORNEY Richard F. Bruen, Jr. Print Name

Subscribed and sworn to before me this 1st day of April, 2009

Sharon L. Westbrook Notary Public OFFICIAL SEAL SHARON L. WESTBROOK NOTARY PUBLIC, STATE OF ILLINOIS

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by this mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor or down the above commitment to cover the date of said disbursement.

Dated

Purchaser

Berwyn Carter, LLC Print Name

Subscribed and sworn to before me this 1st day of April, 2009

Sharon L. Westbrook Notary Public OFFICIAL SEAL SHARON L. WESTBROOK NOTARY PUBLIC, STATE OF ILLINOIS

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by this mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor or down the above commitment to cover the date of said disbursement.

Signature



# PTAX-203

## Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.  
This form can be completed electronically at [tax.illinois.gov/retd](http://tax.illinois.gov/retd).

### Step 1: Identify the property and sale information.

Do not write in this area. County Recorder's Office use.

1 6601-85-W. CERMAK RD 165.04 AC  
Street address of property (or 911 address, if available) BVC  
BRADWYN IL 60602  
City, or village ZIP  
BRADWYN  
Township

2 Write the total number of parcels to be transferred. 4  
3 Write the parcel identifying numbers and lot sizes or acreage.

Parcel identifying number	Lot size or acreage
a <u>16-30-104-008-0000</u>	<u>30 x 125</u>
b <u>16-30-104-007-0000</u>	<u>30 x 125</u>
c <u>16-30-104-022-0000</u>	<u>25 x 125</u>
d <u>16-30-104-024-0000</u>	<u>25 x 125</u>

4 Date of instrument: 04/20/09  
Month Year

5 Type of instrument (Mark with an "X"):  
 Warranty deed  
 Quit claim deed  Executor deed  Trustee deed  
 Beneficial interest  Other (specify): SPECIAL WARRANTY DEED

6  Yes  No Will the property be the buyer's principal residence?

7  Yes  No Was the property advertised for sale?  
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.  
Current Intended (Mark only one item per column with an "X.")

a <input type="checkbox"/>	<input type="checkbox"/>	Land/lot only
b <input type="checkbox"/>	<input type="checkbox"/>	Residence (single-family, condominium, townhome, or duplex)
c <input type="checkbox"/>	<input type="checkbox"/>	Mobile home residence
d <input type="checkbox"/>	<input type="checkbox"/>	Apartment building (6 units or less) No. of units: _____
e <input type="checkbox"/>	<input type="checkbox"/>	Apartment building (over 6 units) No. of units: _____
f <input type="checkbox"/>	<input type="checkbox"/>	Office
g <input type="checkbox"/>	<input type="checkbox"/>	Retail establishment
h <input checked="" type="checkbox"/>	<input type="checkbox"/>	Commercial building (specify): <u>RESTAURANT</u>
i <input type="checkbox"/>	<input type="checkbox"/>	Industrial building
j <input type="checkbox"/>	<input type="checkbox"/>	Farm
k <input type="checkbox"/>	<input type="checkbox"/>	Other (specify): _____

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.  
Date of significant change: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Mark with an "X.") Month Year  
 Demolition/damage  Additions  Major remodeling  
 New construction  Other (specify): \_\_\_\_\_

10 Identify only the items that apply to this sale. (Mark with an "X.")

a <input type="checkbox"/>	Fulfillment of installment contract — year contract initiated: _____
b <input type="checkbox"/>	Sale between related individuals or corporate affiliates
c <input type="checkbox"/>	Transfer of less than 100 percent interest
d <input type="checkbox"/>	Court-ordered sale
e <input type="checkbox"/>	Sale in lieu of foreclosure
f <input type="checkbox"/>	Condemnation
g <input type="checkbox"/>	Auction sale
h <input type="checkbox"/>	Seller/buyer is a relocation company
i <input checked="" type="checkbox"/>	Seller/buyer is a financial institution or government agency
j <input type="checkbox"/>	Buyer is a real estate investment trust
k <input type="checkbox"/>	Buyer is a pension fund
l <input type="checkbox"/>	Buyer is an adjacent property owner
m <input type="checkbox"/>	Buyer is exercising an option to purchase
n <input type="checkbox"/>	Trade of property (simultaneous)
o <input type="checkbox"/>	Sale-leaseback
p <input type="checkbox"/>	Other (specify): _____
q <input type="checkbox"/>	Homestead exemptions on most recent tax bill:
	1 General/Alternative \$ _____
	2 Senior Citizens \$ _____
	3 Senior Citizens Assessment Freeze \$ _____

### Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11 \$ <u>0</u>
12a Amount of personal property included in the purchase	12a \$ _____
12b Was the value of a mobile home included on Line 12a?	12b <input type="checkbox"/> Yes <input type="checkbox"/> No
13 Subtract Line 12a from Line 11. This is the net consideration for real property.	13 \$ _____
14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14 \$ _____
15 Outstanding mortgage amount to which the transferred real property remains subject	15 \$ _____
16 If this transfer is exempt, use an "X" to identify the provision.	16 <input type="checkbox"/> b <input type="checkbox"/> k <input type="checkbox"/> m
17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17 \$ _____
18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61,002 rounds to 62).	18 _____
19 Illinois tax stamps — multiply Line 18 by 0.50.	19 \$ <u>0</u>
20 County tax stamps — multiply Line 18 by 0.25.	20 \$ <u>0</u>
21 Add Lines 19 and 20. This is the total amount of transfer tax due.	21 \$ <u>0</u>

This form is authorized in accordance with 35 ILCS 200/31-1 of seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center. IL-482-0227

rite the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description  
 d. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to  
 nal parcel identifiers and lots sizes or acreage from Step 1, Line 3.

Lots 1, 2, 21 and 22 in OAK Park Avenue and 21<sup>st</sup> Street Subdivision  
 of that part of Lot 3 in the partition of west 51.49 acres,  
 of the west 1/2 of the northwest 1/4 and the east 1/2 acres of the  
 east 1/2 of the northwest 1/4 of section 30, Township 39 North,  
 Range 13 East of the Third Principal Meridian.

**Step 4: Complete the requested information.**

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

**Seller Information (Please print.)**

CITY OF BERWYN  
 Seller's or trustee's name  
6700 W. 26TH ST. BERWYN, IL 60402  
 Street address (after sale)  
Michael A Brown - CITY ATTORNEY  
 Seller's or agent's signature  
 Seller's trust number (if applicable - not an SSN or FEIN)  
 City State ZIP  
 (708) 768-2660  
 Seller's daytime phone

**Buyer Information (Please print.)**

BERWYN CENTER, LLC  
 Buyer's or trustee's name  
3565 N. MILWAUKEE, CHICAGO, IL  
 Street address (after sale)  
[Signature]  
 Buyer's or agent's signature  
 Buyer's trust number (if applicable - not an SSN or FEIN)  
 City State ZIP  
 (312) 636-6937  
 Buyer's daytime phone

**Mail tax bill to:**

BERWYN CENTER, LLC 3565 N. MILWAUKEE, CHICAGO IL 60641  
 Name or company Street address City State ZIP

**Preparer Information (Please print.)**

ROLAND R. ACOSTA, ACOSTA, KRUE & ZOMENDY, LLC  
 Preparer's and company's name  
6336 N. CICERO AVE, CHICAGO IL 60646  
 Street address  
[Signature]  
 Preparer's signature  
R.A.COSTA@AKRZ.COM  
 Preparer's e-mail address (if available)  
 Preparer's file number (if applicable)  
 City State ZIP  
 (312) 636-6937  
 Preparer's daytime phone

Identify any required documents submitted with this form. (Mark with an "X")  
 Extended legal description  Form PTAX-203-A  
 Itemized list of personal property  Form PTAX-203-B

To be completed by the Chief County Assessment Officer					
1	County	Township	Class	Cook-Minor	Code 1 Code 2
2	Board of Review's final assessed value for the assessment year prior to the year of sale.				
	Land				
	Buildings				
	Total				
3	Year prior to sale _____				
4	Does the sale involve a mobile home assessed as real estate? Yes No				
5	Comments				
Illinois Department of Revenue Use			Tab number		



*FS*  
The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: April 14, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: City Tree Request

Ladies and Gentlemen:

As part of the Berwyn Main Street vision for Cermak Road as a corridor for economic, cultural, entertainment and tourism, I would like to propose the City of Berwyn plant a 7 foot Douglas fir tree at Cermak Road and Riverside Drive, on Harris Bank property. With a tree at a central location it could be decorated for the holidays and a site for holiday caroling.

Harris Bank will grant the City permission to plant the tree on the southwest corner of their property if the City agrees to be responsible for the tree and assume the liability for planting and maintaining the tree. If you agree with this proposal, we would like to plant the tree on Friday, April 24<sup>th</sup>, which is Arbor Day.

Thank you for your consideration of this proposal.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/ws

# Section G

Reports and Communications  
From The City Clerk



# Section H

## Communications From The Zoning Board of Appeals



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

6700 West 26th Street • Berwyn, Illinois 60402-0701

Telephone: (708) 788-2660 • Fax: (708) 788-2675 • [www.berwyn-il.gov](http://www.berwyn-il.gov)

March 31, 2009

## ZONING BOARD OF APPEALS

*CHAIRMAN:* Joel Chrastka

*EXECUTIVE SECRETARY:* Milton F. Persin

### *MEMBERS:*

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

Don Miller

Mayor and City Council

C/O City Clerk

6700 West 26<sup>th</sup> Street

Berwyn, Illinois 60402

RE: Felicia Levy d/b/a Lectura Montessori School  
6907 W. Roosevelt Road-708-445-0881

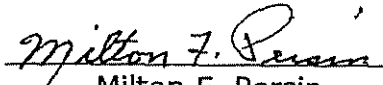
Dear Mr. Pavlik:

Enclosed is a Resolution pertaining to the above captioned matter(s).

Since the Berwyn Zoning Board of Appeals did not pass or reject the above matter(s) by FOUR (4) or more votes, the Zoning Board of Appeals rules and regulations provide that the Resolution, in each such case, is to be submitted to the City Council without any specific recommendation.

I have enclosed on Ordinance in the event that the City Council votes to approve the above. Please present to the City Council at your earliest convenience.

Sincerely

  
Milton F. Persin  
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

LOT 8 IN BLOCK 11 IN S.E. GROSS' SUBDIVISION OF BLOCKS 7, 10, 11 AND 25 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS

6907 W. Roosevelt Road

REQUEST BY APPLICANT

Conditional Use to operate a Daycare/Preschool

APPLICANT-(Individually and Collectively)

Felicia Levy and Lectura Montessori School

DATE OF PUBLIC HEARING

March 17, 2009

DATE OF PUBLIC NOTICE PUBLICATION

February 25th, 2009

MEMBERS PRESENT

Messrs: Fejt, Castaldo, Persin, and Mrs. Laureto & Hernandez. Mr. Chrastka and Miller were absent.

**WHEREAS, IT IS HEREBY RESOLVED** by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 17th day of March, in the year 2009, having considered all the facts presented at the Hearing of this matter;

**WHEREAS, the APPLICANT** has been duly informed that: (a) if the BOARD fully or partially approves the request of the APPLICANT and the CITY COUNCIL concurs in such decision; or (b) if the CITY COUNCIL fully or partially approves the request even though the BOARD has rejected the request of the APPLICANT or if the BOARD has made no recommendation to the CITY COUNCIL; the APPLICANT must obtain a building permit within SIX (6) MONTHS after the date that the ORDINANCE is enacted;

The BOARD has reached its decision after considering the testimony of the witnesses and the documents presented both prior to and during the Hearing, briefly set forth as follows:

1. Mr. Wesley Cichosz, the Real Estate owner residing at 231 Wesley Avenue, Oak Park, Illinois, and Ms Felicia Levy, the applicant residing at 201 S. Maple Avenue #104, Oak Park, Illinois, both testified. Mr. Cichosz testified as to the Real Estate and Ms Levy testified as to the operation of the proposed Day/Care Montessori School for pre-school children.

2. This Real Estate has the status of a Legal Non-Conforming Use improved with two connected buildings and the lot measures 25 feet wide from east to west and 125 feet in length from north to south. The front two story brick building that faces Roosevelt Road is 54.30 feet in length and the second attached brick one story building to the south measures 65.05 feet in length, a total of 119.35 feet in length for both buildings. The building has no set back off Roosevelt Road; a rear yard of 5.65 feet; side yard to the east of 3.58' for about 88.20 feet and then extends to the east lot line the rest of the way to the front north lot line; the rear building is just a fraction off the West lot line; and the front building is right on the west lot line.

3. The front building was leased to Musicopia, a music store, until August of 2008 when that tenant left the premises. The rear building is actually a garage and is being used by the owner for storage and there is room to park one car with entry through a double door at the south end of the building and there is another regular door next to the double door and both can be used to exit the rear building. There is a connecting door between the two buildings that can give access to the rear doors by those occupying the front building.

4. There is a basement in the front building and retail space on the first floor. The second floor has a 3 bedroom apartment which is occupied by a tenant. The rear garage building has no basement.

5. If the requested Conditional Use is allowed, the applicant shall sign a two year lease to occupy the first floor of the front building, with options to renew. This will be a sole proprietor business, doing business as Lecture Montessori School. Ms Levy testified that she has a bachelor's degree in children's education and is now taking the final test for a masters degree from Concordia University in River Forest, Illinois. She previously worked in Home Day/Care, but this will be her first business venture in this area. She will need to qualify for a

license from the Department of Childrens Family Services (DCFS), and she is certain that she will meet all the standards and will qualify for the license.

6. The hours of operation will be from 7:00 A.M. to 6:00 P.M. Monday through Friday. Parents will park their cars on Roosevelt Road and Kenilworth Avenue, and walk their children to the front door for Safety and will also pick them up the same way at the end of the day. Hours of the children will be staggered so that not all will arrive at the same time.

7. The leased area will be sectioned off by book shelves in various places and five small existing offices with doors will remain along with a small kitchen and bathroom. They will have a catered lunch delivered to the premises and they will then merely deliver to the children. The children will have choices as to what specific programs they are interested in and the Montessori system of teaching and content will be available to all children, and she and her staff are or will be trained in that system. When the weather is good, the children will be walked over to Unity Park for recreation, which is located near the school. Most of the programs they have will be compatible to all children without having to separate them by ages. The program will qualify for an official Kindergarten certificate acceptable by any public or private school.

8. She will be one of the teachers and she will hire one other qualified teacher and one assistant for each teacher. The other teacher will also speak the Spanish language. There will be a monthly fee in the area of around \$850.00, which includes lunch, and most of their children will come from Berwyn, Oak Park and River Forest. They will also seek subsidies for children that need financial help, but that will not in any way restrict or interfere with their planned programs. There will be no medical person on the staff but they will work out an emergency call system with the local hospital and perhaps a private medical office in the area.

9. The front picture windows will remain and there is a small elevated area next to the windows that can be used as a reading room. They will strictly enforce the drop off and pick up procedures for safety of the children.

10. Mr. Robert Fejt, the area investigator, submitted a written report which is incorporated reference in this resolution. He did his investigation on Monday, March 9<sup>th</sup>, 2009 in presence of Felicia Levy. The size of the buildings is 119 feet by 25 feet. There is a half basement in which the heating unit is located. There is an apartment on the second floor of the front building with an entrance to the apartment at the west front of the building and an exit at the rear east side. There is a double door 6 feet wide connecting the front and rear building. The first floor where Mrs. Levy would like to have her business now consists of a large open area about 1,000 square feet , with three small rooms on the west side rear and a bathroom and storage room and furnace and hot water tank in a closet on the east side of the rear of the room, a bathroom and storage and furnace and hot water tank in a closet on the east side of the rear of the room.

Mrs. Levy would like to add another bathroom on the first floor and a kitchen area for food preparation, cabinets and a counter sink would be added to one of the existing rooms on the east side. The larger open area of the room will consist of both a teaching, play area, and desks for the children. Mrs. Levy has a degree in Montessori education and her business will consist of herself and three employees when fully in operation. Parking for employees and herself will be on Roosevelt Road and Kenilworth Avenue and along Clinton Avenue which is a dead end cul-de-sac. Drop off area for students will be on Kenilworth Avenue and parents will walk the students down three store fronts to the school. The block area now consists of a funeral home and flower shop to the east and two small fast food stores and a hair salon, construction office and the American Legion Post on the far west corner. Mr. Fejt voted in favor of granting the Conditional Use to operate a Children's Day/Care Montessori School as described.

11. Mrs. Hernandez, Mrs. Laureto, and Mr. Castaldo all voted against granting the requested Conditional Use, and Mr. Persin agreed with the area investigator and voted in favor of granting the requested Conditional Use. Comments of those against included concerns that the heavy traffic in the area will present a danger to the children, and that a tax based commercial business would be preferable in that area. Those in favor stated that the world renown Montessori education being offered will be a great asset to the children and the applicant will have a good safety plan for the parents to follow. The final vote was three votes against and two votes in Favor of granting the requested Conditional-Use to operate a Children's Day/Care Montessori School in accordance with the testimony at the hearing, documents



presented and the content of this resolution.

The Zoning Board of Appeals rules require no less than four votes either against or in favor of any matter before the Board to be considered as a recommendation of the Board, and since four votes were not cast either against or in favor of granting the requested Conditional Use, the Board is sending this resolution to the City Council without any specific recommendation either way. An ordinance is also enclosed in the event that the City Council should decide to grant the requested Conditional Use.

This resolution was adopted on the 17<sup>th</sup> day of March, 2009.

BERWYN ZONING BOARD OF APPEALS

A handwritten signature in black ink, appearing to read 'M. Persin', is written over a horizontal line.

Milton F. Persin-Executive Secretary

CONDITIONAL USE ORDINANCE # \_\_\_\_\_

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Conditional Use included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon; Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law; Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said Conditional Use; Whereas, the Applicant Ms Felicia Levy and Lectura Montessori School Has agreed to adhere to the Building Code of the City of Berwyn, Illinois; Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of her and its privies, successors and assigns;

AND WHEREAS, THE FINDINGS AND RECOMMENDATIONS OF THE ZONING BOARD OF APPEALS ARE HEREBY ADOPTED AND MADE A PART HEREOF;

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois:  
Common address is 6907 W.Roosevelt Road and legally described as follows:

LOT 8 IN BLOCK 11 IN S.E. GROSS' SUBDIVISION OF BLOCKS 7, 10, 11 AND 25 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

A Conditional Use is hereby granted to allow the operation of a Children's Day/Care Montessori School in accordance with the testimony at the hearing, documents presented, and the content of the resolution.

This Ordinance shall become and be effective immediately upon its passage, approval and publication in the manner prescribed by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Number Voting Yes: \_\_\_\_\_ Number Voting No: \_\_\_\_\_

Absent: \_\_\_\_\_ Abstain \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:.

\_\_\_\_\_  
Tom Pavlik- City Clerk

\_\_\_\_\_  
Michael O'Connor-Mayor

# Section I

## Reports and Communications From Aldermen, Committees, Boards and Commissions

I-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 04/14/09

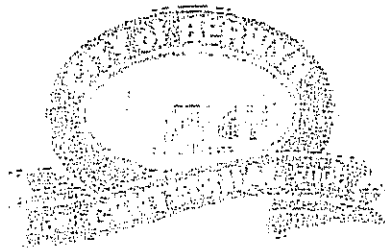
**Deferred Communication**

Agenda Item I-1 is a Deferred Communication from C C Meeting dated 04/24/09 Item #22

FROM Alderman Ramos

Re: Stop Signs at 33rd Street & Clarence Avenue  
Previously referred to the Traffic Engineer

Michael A. O'Connor  
Mayor



Santiago "Jim" Ramos

Second Ward Alderman

(708) 484-4275

2ndWard@Berwyn-IL.Gov

ITEM NO. 22

DATE MAR 24 2009

**A Century of Progress with Pride**

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

Mayor Mike O'Connor  
City Council Members  
City Clerk

~~March 19, 2009~~

**Re: Stop Signs at 33<sup>rd</sup> Street and Clarence Avenue,  
Previously Referred to Traffic Engineer**

**Dear Mayor and City Council Members,**

In conversations that I've had with Father Tom McQuaid, pastor of St. Leonard Church, he has asked that stop signs be installed on the intersecting corners of 33<sup>rd</sup> Street and Clarence Avenue. Unfortunately, too many drivers speed down these streets during school hours as well as during Saturday and Sunday services. We both feel that placing stop signs at these two corners would reduce the danger to the school children and the parishioners crossing these streets.

I motion that Father Tom's request be approved by this council and that our Director of Public Works be instructed to install the requested signs as soon as possible.

Respectfully,

Santiago "Jim" Ramos  
2<sup>nd</sup> Ward Alderman



3318 WEST 95TH STREET  
EVERGREEN PARK, IL 60805  
(708) 424-5678  
FAX (708) 425-1898  
www.odelsonsterk.com

March 20, 2009

NO. \_\_\_\_\_  
DATE MAR 24 2009  
DISPOSITION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thomas J. Pavlik  
City Clerk  
City of Berwyn  
6400 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

Re: Ordinance- Stop Signs-33rd Street & Clarence Avenue

Dear Mr. Pavlik:

Please put the attached ordinance on the City Council Agenda. Thank you.

Very truly yours,

ODELSON & STERK, LTD.

Matthew M. Welch

MMW/jdt

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---

THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

---

---

ORDINANCE

NUMBER \_\_\_\_\_

---

---

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC WORKS  
TO ERECT AND MAINTAIN STOP SIGNS AT THE INTERSECTION OF  
33<sup>rd</sup> STREET AND CLARENCE AVENUE

---

---

MICHAEL A. O'CONNOR, Mayor  
THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN  
SANTIAGO "JIM" RAMOS  
MARK WEINER  
MICHELE D. SKRYD  
THOMAS J. DAY  
MICHAEL J. PHELAN  
ROBERT J. LOVERO  
JOEL ERICKSON  
Aldermen

ORDINANCE NO.: \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC WORKS  
TO ERECT AND MAINTAIN STOP SIGNS AT THE INTERSECTION OF  
33<sup>rd</sup> STREET AND CLARENCE AVENUE

---

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*" );

WHEREAS, the Mayor and the City Council of the City of Berwyn (the "*Corporate Authorities*") has adopted a Traffic Code, which has been amended from time to time;

WHEREAS, the Director of Public Works is authorized, pursuant to Section 442.01(a) of the Traffic Code, to cause to be erected and maintained stop signs to designate an intersection at which vehicular traffic on the roadways should stop and yield before entering the intersection;

WHEREAS, the Corporate Authorities have further decided to concur with the Director of Public Works and enact the traffic regulation identified herein; and



WHEREAS, the Corporate Authorities have determined that it is in the best interests of the residents of the City to provide for stop signs at the intersection identified herein.

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 found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Director of Public Works is hereby authorized, pursuant to Chapter 442.01(a), as amended, to cause to be erected and maintained stop signs at each corner of the intersection at 33<sup>rd</sup> Street and Clarence Avenue:

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity shall not affect any of the other provisions of this Ordinance.

Section 4. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage,  
approval and publication as provided by law.

[INTENTIONALLY LEFT BLANK]

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2009, pursuant to a roll call vote as

follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor on \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michael A. O'Connor  
MAYOR

\_\_\_\_\_  
Thomas J. Pavlik  
CITY CLERK

I-2

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 04/14/09

**Deferred Communication**

Agenda Item I-2 is a Deferred Communication from C C Meeting dated 04/24/09 Item #23

FROM Alderman Ramos

Re: Emmanuel Bible Church's request for approval  
of access to Handicap Ramp

Michael A. O'Connor  
Mayor



Santiago "Jim" Ramos

Second Ward Alderman

(708) 484-4275

2ndWard@Berwyn-IL.Gov

ITEM NO. 23

DATE MAR 24 2009

DISPOSITION *[Signature]*

A Century of Progress with Pride

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

Mayor Mike O'Connor  
City Council Members  
City Clerk

March 19, 2009

Re: Emmanuel Bible Church's Request Approval of Access to  
Handicap Ramp

Dear Mayor and City Council Members,

The Emmanuel Bible Church is currently making an \$850,000 major investment in our community by expanding and upgrading their church. One of the upgrades is a handicap ramp leading from Ogden Avenue up to the first level entrance to the church. The original plans submitted were found to be not in compliance with Federal codes for handicap ramps. Therefore, new plans were drawn and given to the construction manager. The construction manager thought they had been submitted to our Building Department and went ahead and constructed the ramp using the new plans. With the new plan a pad is planned that will now allow entrance and exit onto a public sidewalk leading to their parking lot. The EBC is asking permission to build this pad parallel with Ogden Avenue. The pad will be 10' away from the street and is currently separated by a city sidewalk and a grassy parkway. EBC is willing to sign any hold harmless waiver that the City may feel is necessary to protect itself and the citizens of Berwyn.

I motion that this City Council allow the EBC to build the requested pad and send this request to our Law Department to draw up any waivers that may need to be signed.

Respectfully,

Santiago "Jim" Ramos  
2<sup>nd</sup> Ward Alderman



# EMMANUEL BIBLE CHURCH

TO KNOW CHRIST & TO MAKE HIM KNOWN

March 4, 2009

City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Dear Alderman Ramos and City Council Members,

We have had the privilege of being located in the City of Berwyn since 1965. As you may know we have many ministries that directly serve the residents of Berwyn and the surrounding communities. These include youth activities, marriage, benevolence, food pantry, and food baskets given out during the holidays. We believe that building strong families builds a stronger community.

I am writing to you regarding a problem we encountered in our \$850,000 project to add additional space to our church to serve this community. First, a mistake was made by our contractor when they constructed our handicap ramp. Our architect, with the concurrence of the construction manager, felt that the new configuration of the ramp would better meet the Federal guidelines concerning handicap ramps. In the new plans the direction of the ramp was to be built reversed to what we showed on the plans we submitted to your Build Department. New plans were drawn but, unfortunately they were not presented to the Building Director. Upon inspection by the Building Director we were informed that because of this mistake we would have to tear down the ramp and rebuild it according to the original plans. To tear out the current ramp and rebuild it according to the original plans would cost us over \$30,000 and this is money that we simply do not have. Second, due to the change of direction of our handicap ramp the concrete pad leading to its' entrance must now come off a public sidewalk.

In light of the above we are asking the City of Berwyn to accept our new plans for the handicap ramp and allow us to keep it as it was built. Second, we are asking that we be allowed to build a concrete pad leading from the ramp to the public sidewalk leading to our parking lot. The pad will be five feet wide and will be approximately 10' away from Ogden Avenue. Currently there is a grassy parkway and a five foot public sidewalk between our planed pad and the street. This design would not pose any conceivable danger to our church members or the citizens of the City of Berwyn. We would be willing to sign any hold harmless waiver the City may feel is necessary to protect itself and the citizens of Berwyn.

Thank you for your consideration,

Respectfully yours,

Larry Pilkington, Pastor

# EMMANUEL BIBLE CHURCH

RIGHTEOUSNESS EXALTS  
A NATION, BUT SIN IS A  
DISGRACE TO ANY PEOPLE  
SUN 9:00 10:30    WED 12:00



I-3

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 04/14/09

**Deferred Communication**

Agenda Item I-3 is a Deferred Communication from C C Meeting dated 04/24/09 Item #24

FROM Alderman Ramos  
Re: Emmanuel Bible Church's request for approval  
of alternate plans



**Michael A. O'Connor**  
Mayor



**Santiago "Jim" Ramos**

Second Ward Alderman

(708) 484-4275

2ndWard@Berwyn-IL.Gov

ITEM NO. MAR 27 2009

DATE 2/7

DISPOSITION Alger

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860  
www.berwyn-il.gov

**Mayor Mike O'Connor**  
**City Council Members**  
**City Clerk**

March 19, 2009

**Re: Emmanuel Bible Church's Request Approval of Alternate Plans**

**Dear Mayor and City Council Members,**

The Emmanuel Bible Church is currently making an \$850,000 major investment in our community by expanding and upgrading their church. One of the upgrades is a handicap ramp leading from Ogden Avenue up to the first level entrance to the church. The original plans submitted were found to be not in compliance with Federal codes for handicap ramps. Therefore, new plans were drawn and given to the construction manager. The construction manager thought they had been submitted to our Building Department and went ahead and constructed the ramp using the new plans. When Dan LeBeau inspected the work he found that the ramp was not according to the original plans and informed the church that it would have to be torn down and rebuilt according to the plans submitted. This will cost the church an additional \$30,000 and it will make the ramp non-compliant to Federal codes. EBC is asking that the City Council accept the amended plans and leave the ramp as constructed.

I motion that this City Council accept the revised plans submitted and allow the handicap ramp to remain as constructed.

**Respectfully,**

**Santiago "Jim" Ramos**  
**2<sup>nd</sup> Ward Alderman**



# EMMANUEL BIBLE CHURCH

RESPONDING TO THE NEEDS OF MAN AND MAKING HIM KNOWN

March 4, 2009

City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Dear Alderman Ramos and City Council Members,

We have had the privilege of being located in the City of Berwyn since 1965. As you may know we have many ministries that directly serve the residents of Berwyn and the surrounding communities. These include youth activities, marriage, benevolence, food pantry, and food baskets given out during the holidays. We believe that building strong families builds a stronger community.

I am writing to you regarding a problem we encountered in our \$850,000 project to add additional space to our church to serve this community. First, a mistake was made by our contractor when they constructed our handicap ramp. Our architect, with the concurrence of the construction manager, felt that the new configuration of the ramp would better meet the Federal guidelines concerning handicap ramps. In the new plans the direction of the ramp was to be built reversed to what we showed on the plans we submitted to your Build Department. New plans were drawn but, unfortunately they were not presented to the Building Director. Upon inspection by the Building Director we were informed that because of this mistake we would have to tear down the ramp and rebuild it according to the original plans. To tear out the current ramp and rebuild it according to the original plans would cost us over \$30,000 and this is money that we simply do not have. Second, due to the change of direction of our handicap ramp the concrete pad leading to its' entrance must now come off a public sidewalk.

In light of the above we are asking the City of Berwyn to accept our new plans for the handicap ramp and allow us to keep it as it was built. Second, we are asking that we be allowed to build a concrete pad leading from the ramp to the public sidewalk leading to our parking lot. The pad will be five feet wide and will be approximately 10' away from Ogden Avenue. Currently there is a grassy parkway and a five foot public sidewalk between our planed pad and the street. This design would not pose any conceivable danger to our church members or the citizens of the City of Berwyn. We would be willing to sign any hold harmless waiver the City may feel is necessary to protect itself and the citizens of Berwyn.

Thank you for your consideration,

Respectfully yours,

A handwritten signature in cursive script that reads "Larry Pilkington".

Larry Pilkington, Pastor

# EMMANUEL BIBLE CHURCH

RIGHTEDUSNESS EXACTS  
A NATION, BUT SIN IS A  
DISGRACE TO ANY PEOPLE  
SUN 9:00 11:30 FSP 12:00





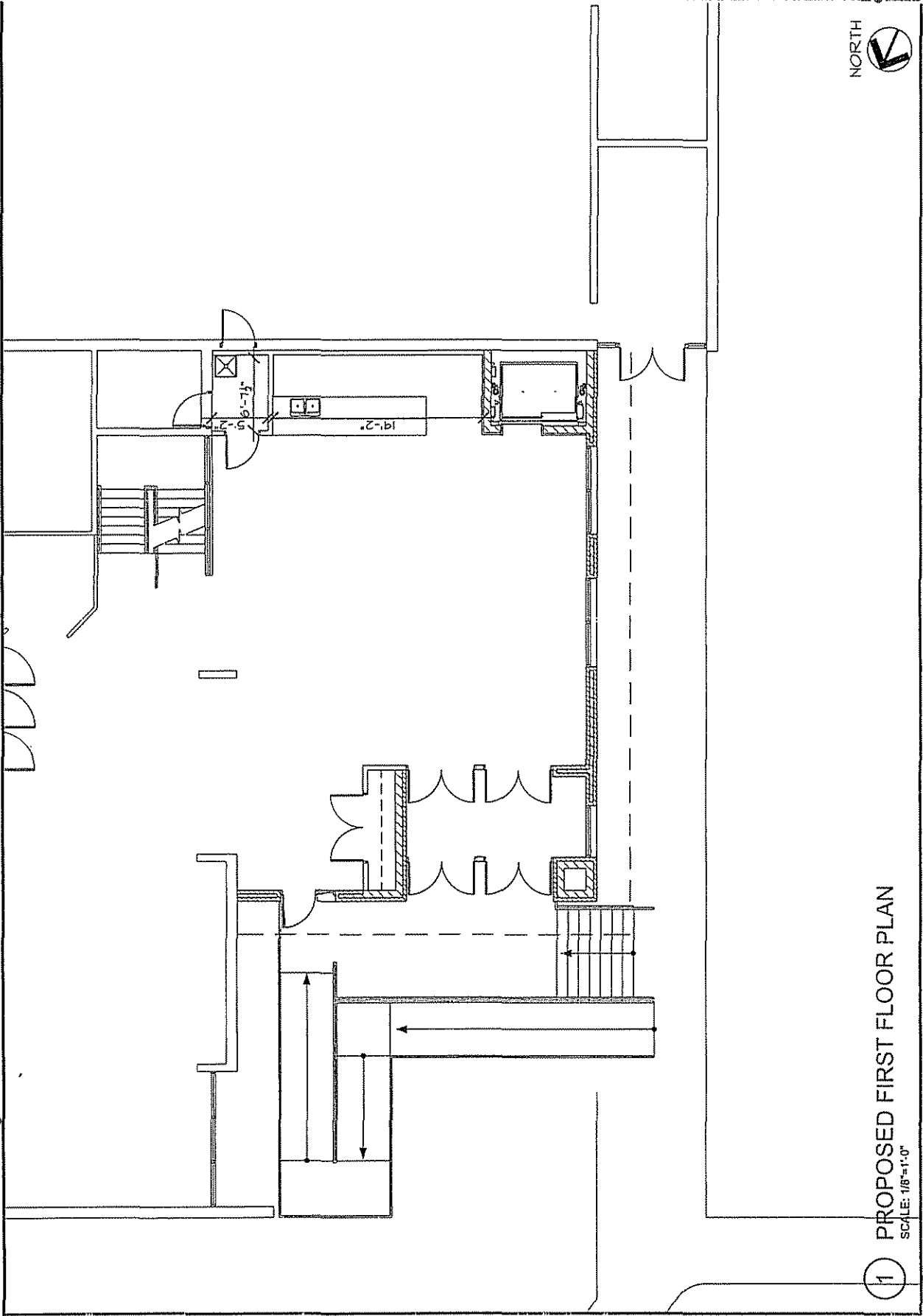
ARCHITECT  
 1000 N. LAUREL ST. SUITE 100  
 CHICAGO, ILLINOIS 60610  
 TEL: 312.467.1000  
 FAX: 312.467.1001  
 WWW.APIARCHITECT.COM

PROJECT LOCATION  
 PROJECT NUMBER  
 LICENSE NO. 01001278

EMMANUEL BIBLE CHURCH ADDITION  
 6660 WEST OGDEN AVENUE  
 BERYN, ILLINOIS

OWNER	DATE	BY	CHK
EMMANUEL BIBLE CHURCH	11-10-09	MM	MM
ARCHITECT			
ENGINEER			
MECHANICAL			
ELECTRICAL			
PLUMBING			
STRUCTURAL			
LANDSCAPE			
INTERIOR DESIGN			
EXTERIOR DESIGN			

SCHEMATIC DESIGN  
 RE: 01001278  
**SK1.0**



*Original*



**1** PROPOSED FIRST FLOOR PLAN  
 SCALE: 1/8"=1'-0"

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## THE CITY OF BERWYN, ILLINOIS

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

**NONA N. CHAPMAN**  
First Ward Alderman

HM: (708) 484.Nona (6662)  
E-Mail: 1stWard@Berwyn-IL.Gov

April 9, 2009  
Mayor Michael A. O'Connor  
Members of the Berwyn City Council  
Berwyn City Hall

Re: Depot District Bloom & Zoom  
Windsor Ave. between Grove Ave. and Kenilworth Ave.

Ladies and Gentlemen,

Regarding The Historic Depot Districts upcoming event "Bloom & Zoom Mother's Day flower and Gift Sale". Because of the construction of the parking garage, we are requesting the use of Windsor Ave. between Grove Ave. and Kenilworth Ave. for the purpose of holding the event. The event will be on Saturday May 9th, and the closure will be needed from 3AM to 3PM. All city department's, please be advised.

Respectfully,

Nona N. Chapman  
1st ward Alderman

# Section J

## Staff Reports

J-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 04/14/09

**Deferred Communication**

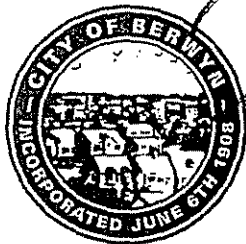
Agenda Item J-1 is a Deferred Communication from C C Meeting dated 04/24/09 Item #26

FROM Alderman Phelan

Re: 1926 East Avenue-sewer roding

\_\_\_\_\_





# THE CITY OF BERWYN, ILLINOIS

6700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567

MICHAEL A. O'CONNOR, *Mayor*

ITEM NO. 26 [www.berwyn-il.gov](http://www.berwyn-il.gov)

DATE MAR 24 2009

DISPOSITION

*Refer*

Honorable Mayor Michael O'Connor  
Members of City Council

March 20, 2009

RE: 1926 East Avenue

Ladies and Gentlemen,

After having more questions than answers as to the professionalism or lack thereof in the handling of this issue by public works department heads, as well as questions regarding the cities liability in this matter, it would be my motion to authorize the finance director to issue a check in the amount of one half the cost to Mr. and Mrs. Rosado at the above mentioned address for sewer rodding recently incurred by them in an amount not to exceed \$400.00. Thank you for your consideration.

Respectfully Submitted,

Michael J. Phelan  
6<sup>th</sup> Ward Alderman

J-2

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 04/14/09

**Deferred Communication**

Agenda Item J-2 is a Deferred Communication from C C Meeting dated 04/24/09 Item #28

FROM Police Chief Kushner

Re: Morton West Traffic Plan

\_\_\_\_\_



We Serve and Protect

JH

# BERWYN POLICE DEPARTMENT

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



ITEM NO. 28  
DATE MAR 24 2009  
DISPOSITION [Signature]

March 17, 2009

**RE: Morton West Traffic Plan**

Mayor Michael O'Connor  
Members of the Berwyn City Council


Dear Mayor and Aldermen;

The District 201 Board and the Berwyn Police Department have had meetings regarding the safe and orderly dismissal of students from Morton West High School. Attached please find a correspondence from the District 201 Board legal representative, Mr. Michael DeBartolo, outlining the proposed temporary traffic realignments.

Briefly stated, during student arrival and dismissal times, Home Avenue between Riverside Drive and 24<sup>th</sup> would be closed to vehicular traffic. Students would be dropped off in the parking lot, utilizing the Harlem Avenue entrances, and exiting the school lots to either Harlem or Home avenues. Additionally, 24<sup>th</sup> Street from Home to Clinton would need to have the same intermittent, temporary closures. This proposed traffic pattern will alleviate the traffic congestion on Home Avenue at arrival and dismissal times.

It is proposed that this traffic pattern be piloted beginning April 20, 2009, until the close of the school year. At the conclusion of the school year, meetings will be held to ascertain if this traffic pattern is in the best interest of all concerned parties. Notice of this new traffic pattern, if approved by City Council, will be distributed to all Morton West High School parents and students.

Respectfully submitted,

  
William R. Kushner  
Chief of Police

# Del Galdo Law Group, LLC

*Attorneys & Counselors*

10526 W. Cermak Road • Suite 300 • Westchester, Illinois 60154  
(708) 531-8800 – telephone • (708) 531-8801 – facsimile  
www.dlglawgroup.com

March 5, 2009

VIA FACSIMILE (708) 788-3813 and FIRST CLASS U.S. MAIL

Mr. William R. Kushner  
Chief of Police  
Berwyn Police Department  
6401 West 31<sup>st</sup> Street  
Berwyn, Illinois 60402

**RE: Interim Traffic Control Procedures for Morton West High School**  
*J. Sterling Morton High School District 201, Cook County, Illinois*

Dear Chief Kushner:

As you recall, I am the general counsel for the Board of Education of the J. Sterling Morton High School District 201, Cook County, Illinois. In that capacity I was present at a meeting on February 11, 2009, between the Berwyn Police Department and representatives of the Administration and Board of Education of the School District to discuss issues of safety procedures and traffic control.

During the meeting on February 11, 2009, the representatives of the District and Berwyn Police Department agreed that in order to increase the safety and security of Morton West High School students and staff that a revision of the entrance and exit traffic flow procedures could be advantageous to all parties. During the course of the aforementioned meeting, the parties discussed the possibility of revising the flow of traffic to allow for a more fluid traffic pattern which would provide for safer foot traffic routes for students who are not being transported in motor vehicles. This revision would also provide for a more controlled traffic pattern for motor vehicles which would provide greater passage way for emergency vehicles and less opportunity for a disruption of the peace.

In order to provide the police department and district officials the opportunity to determine if the proposed new traffic flow pattern would be helpful, the parties agreed that, pending approval from the City of Berwyn, the new route should be tested beginning on Monday, April 20, 2009 (first day of student attendance following Spring Break), and continue through the end of the school year (June 5, 2009). At the conclusion of the school year, the parties shall meet to discuss whether such a revised traffic pattern is in the best interests of the City of Berwyn and School District 201.

Mr. William Kushner

Page 2

March 5, 2009

As discussed, the traffic flow pattern calls for the closure of Home Avenue between Riverside Drive to 24<sup>th</sup> Street during certain designated hours of arrival and dismissal. In addition, parents and staff utilizing the parking lot or dropping off students shall be required to enter at the north end of the parking lot from Harlem Avenue. These individuals shall exit either on Harlem Avenue heading north or proceed through the parking lot in an easterly direction until Home Avenue and be directed to exit heading north. Finally, the students shall be required to exit the building at dismissal time out of the same doorway in which they enter the building at arrival time to provide for a more controlled foot traffic plan and safe passage.

Should you have any questions, please let me know by contacting me on my office telephone (708) 531-8800 OR on my cellular telephone at (708) 308-9917.

Very truly yours,

DEL GALDO LAW GROUP LLC



MICHEAL A. DeBARTOLO

cc: Hon. Jeffry Pesek, President; Board of Education  
Hon. Jospch Keating, Vice President; Board of Education  
Mr. Clyde Senters, Superintendent  
Dr. Victoria Parkinson, Assistant Superintendent  
Mr. Robert Gordon, Supervisor of Security (Morton West High School)

J-3

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 04/14/09

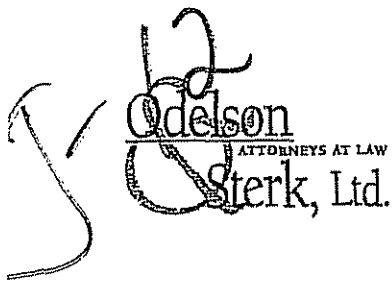
**Deferred Communication**

Agenda Item J-3 is a Deferred Communication from C C Meeting dated 04/24/09 Item #35

FROM Law Department

Re: LaNotte Handicap Ramp

\_\_\_\_\_



35

DATE MAR 24 2009 3318 WEST 95TH STREET  
EVERGREEN PARK, IL 60805  
(708) 424-5678  
DIS. POSITION Defer FAX (708) 425-1898  
www.odelsonsterk.com

March 20, 2009

Thomas J. Pavlik  
City Clerk  
City of Berwyn  
6400 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

**Re: LaNotte Handicap Ramp**

Dear Mr. Pavlik:

Please put the attached Ordinance on the March 24, 2009 City Council agenda for consideration by Council. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

---

**THE CITY OF BERWYN  
COOK COUNTY, ILLINOIS**

---

**ORDINANCE  
NUMBER \_\_\_\_\_**

---

**AN ORDINANCE AUTHORIZING THE CITY OF BERWYN, COOK  
COUNTY, ILLINOIS TO ENTER INTO A LICENSE AGREEMENT WITH  
CHE CE' CE' CORPORATION**

---

**MICHAEL A. O'CONNOR, Mayor  
THOMAS J. PAVLIK, City Clerk**

**NONA N. CHAPMAN  
SANTIAGO "JIM" RAMOS  
MARK WEINER  
MICHELE D. SKRYD  
THOMAS J. DAY  
MICHAEL J. PHELAN  
ROBERT J. LOVERO  
JOEL ERICKSON  
Aldermen**



**AN ORDINANCE AUTHORIZING THE CITY OF BERWYN, COOK COUNTY, ILLINOIS  
TO ENTER INTO A LICENSE AGREEMENT WITH CHE CE' CE' CORPORATION**

---

**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*");

**WHEREAS**, the City owns certain property located along the public way on Grove Avenue near the intersection with Windsor Avenue in Berwyn, Illinois (the "*Property* ");

**WHEREAS**, Che Ce' Ce' Corporation d/b/a LaNotte Café (the "*Corporation*") desires to construct a concrete ramp at 6822 Windsor Ave., Berwyn, IL in order to provide handicap accessible entry to the La Notte Café, which is located and operated by the Corporation at that address;

**WHEREAS**, the City and the Corporation (the "*Parties*") now wish to enter into a License Agreement to allow the Corporation access to the Property to perform the necessary work to construct a concrete ramp upon the Property (the "*Ramp* "); and

**WHEREAS**, the City has determined that it is necessary, desirable, and in the public interest to enter into this License Agreement to construct the Ramp.

**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 found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety..

**Section 2.** That the Mayor is hereby authorized to execute the License Agreement attached hereto.

**Section 3.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity shall not affect any of the other provisions of this Ordinance.

**Section 4.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

[INTENTIONALLY LEFT BLANK]

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2009, pursuant to a roll call vote as

follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
<b>TOTAL</b>				

APPROVED by the Mayor on \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michael A. O'Connor  
MAYOR

\_\_\_\_\_  
Thomas J. Pavlik  
CITY CLERK

**LICENSE AGREEMENT  
BETWEEN THE CITY OF BERWYN AND LA NOTTE CAFÉ**

THIS LICENSE AGREEMENT ("License") is dated and effective as of \_\_\_\_\_, 2009 ("Effective Date"), by and between the City of Berwyn, an Illinois municipal corporation, ("Licensor") and Che Ce' Ce' Corp., an Illinois corporation, ("Licensee"), collectively known as the "Parties".

**RECITALS**

**WHEREAS**, the Licensor owns certain property located along the public way on Grove Avenue near the intersection with Windsor Avenue in Berwyn, Illinois as generally depicted in Exhibit A of this License ("Property"); and

**WHEREAS**, Licensee operates a restaurant at 6822 Windsor Avenue in Berwyn, Illinois and desires to construct a concrete ramp and related equipment on the exterior of the building in order to provide handicap accessible entry to the restaurant ("Ramp"); and

**WHEREAS**, Licensor and Licensee wish to provide for Licensee's entry upon and access to the Property to install, operate and maintain the Ramp; and

**WHEREAS**, Licensor desires to grant Licensee non-exclusive access and use of the Property for the limited purpose of installation, maintenance, and operation of the Ramp subject to the terms and provisions of this License.

**COVENANTS**

**NOW, THEREFORE**, in consideration of these premises and mutual promises and conditions in this License, the Parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are an integral part of this License and are incorporated into this License by reference and made part of this License.

2. License. Licensor hereby grants a non-exclusive license to Licensee to access the Property for the installation, maintenance, operation, repair, and removal of the Ramp. The location and orientation of the Ramp to be located upon the Property, is generally described and depicted in Exhibit A.

3. Term. This License shall commence on the Effective Date, and shall remain in full force and effect until terminated by either party in writing to the other as set forth in this section. Either party shall have the right to terminate the License at any time for any reason upon giving the other party thirty (30) days written notice. Upon issuance of notice, the termination date shall be thirty (30) days from the date the notice is mailed.

4. Permitted Use. The Property may only be used by Licensee for the limited and express purposes for the installation, maintenance, operation, repair, and removal of the Ramp.

5. License Fee. Licensee shall be assessed a license fee, in the amount of TEN DOLLARS (\$10.00) for the licensed Property ("License Fee").

6. Interference. Licensee shall not use the Property in any way which materially interferes with the use of the public way immediately adjacent to the Property. Such interference shall be deemed a material breach by the Licensee, who shall, upon written notice from the Licensor, be responsible for terminating said interference immediately upon receipt of such written notice.

7. Installation: Maintenance: Operation: Repair: Removal.

a. Licensee agrees to maintain the Ramp in proper operating condition within industry-accepted safety standards. Licensee agrees that the operation and construction of the Ramp will comply with all federal, state, and local laws. Licensee shall, at all times, obtain and maintain any permits, and public approvals necessary for the installation or operation of the Ramp at its sole cost and expense. Licensor assumes no responsibility for the operation, and/or maintenance of the Ramp.

b. Except for routine maintenance, any additions, changes, replacements, repairs, refurbishments, upgrades, expansions, and/or enhancements to the Ramp as may be needed or desirable for Licensee's use of the Property must be approved in writing by Licensor.

c. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien at any time is filed against the Premises by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Licensee, Licensee shall at its sole cost and within thirty (30) days after receipt of written notice of the presence of the lien by Licensor, cause said lien to be discharged and removed from the record.

d. The Ramp is and shall remain the exclusive property of the Licensee. Within thirty (30) days following termination of this License, Licensee shall remove all of the Ramp and related equipment from the Property. Licensee shall restore the Property to the condition that existed prior to the date hereof, reasonable wear and tear excepted. If Licensee fails to remove its equipment as provided in this Section, and after written notice from the Licensor to Licensee, the equipment will be deemed abandoned and title vested in Licensor, in such event, Licensor

may, in addition to other remedies, remove the equipment, and restore the Property at the cost and expense of the Licensee.

e. Licensee shall, at Licensee's sole expense, keep and maintain the Ramp hereafter located on the Property in commercially reasonable condition and repair during the term of this License. Licensee will make all reasonable efforts to install, construct, maintain, and/or remove the Ramp without damage of injury to the Property, or the surrounding areas. Licensee shall be financially responsible to replace any damaged property resulting from the Licensee's use, access to and from and construction on the Property. Licensor agrees to maintain the Property in good condition, normal wear and tear excepted.

8. Insurance. During the entire term of this License, Licensee agrees to procure and maintain at Licensee's own expense the types of insurance specified herein. Licensee shall make the Licensor, its officers, officials, agents, and employees, individually and collectively, and additional insured for all the required coverages set forth below.

a. Licensee will maintain Commercial General Liability Insurance with not less than \$1,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury.

b. Licensee will maintain Workers' Compensation and Occupational Disease Insurance covering all employees, and Employer's Liability coverage with limits not less than \$1,000,000.00 each accident or illness.

c. When any motor vehicles (owned, non-owned and hired) are used in connection with the Ramp or work to be performed in connection with the Ramp, Licensee shall provide Commercial Automobile Liability Insurance with limits not less \$1,000,000.00 per occurrence, combined single limit, for bodily injury and property damage.

d. Licensee's insurance coverage shall be primary insurance as respects to the Licensor, its officers, officials, agents, and employees.

e. Any insurance or self-insurance maintained by the Licensor, its officers, officials, agents, and employees shall not contribute to the Licensee's insurance.

f. The insurance policies required by this Section shall provide that coverage shall not be suspended, voided, canceled, or non-renewed until after sixty (60) days prior written notice has been given to the Licensor and Licensee.

g. The insurance policies required by this Section are to be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII covering all operations under this Agreement.

h. By June 15 and by December 31 of each Fiscal Year, Licensee shall furnish the Licensor with original certificate(s) of insurance evidencing the required coverages. In addition, Licensee shall annually furnish the Licensor copies of receipts for payments of premiums regarding such policies.

i. Licensee expressly understands and agrees that any insurance protection furnished by the Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless the Licensor pursuant to the terms of this License nor be used to offset the Licensee's indemnification obligations.

j. Licensor shall require all subcontractors and independent contractors to procure and maintain insurance as required in this Section and submit documentation of the maintenance of such insurance from time to time as may be required by the Licensor.

9. Indemnification. Licensee agrees to indemnify and hold harmless the Licensor from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, which in any way arise out of or relate to any negligent, willful or wrongful act, error or omission of Licensor (or those of its officers, agents, employees, subcontractors, or licensees) or a breach of any obligation of the Licensee under this License.

a. To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any claim, damage, cost or expense, including any claim by any employee of Licensee that may be subject to the Workers compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decisions (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

b. The indemnities in this Article shall survive the termination of the License for matters occurring or arising prior to such termination.

c. Licensee acknowledges that the requirements set forth in this section to indemnify, keep and hold harmless and defend the Licensor are separate and apart from and not limited by the Licensee's duties under the License, including insurance requirements.

#### 10. MISCELLANEOUS PROVISIONS

a. No amendment, modification, termination, discharge or waiver of any provision of this License shall be effective unless the same shall be in writing and signed by each of the Parties hereto, and then such waiver or consent shall be effective only for the specific purpose for which given. The undertaking of any actions or waiver of any rights shall not be deemed an amendment to this Agreement nor a consent to such action or to any future action or failure to act, unless the party required to so consent or act expressly agrees in writing. No waiver by any party of any breach of any provision of this License shall be construed as a waiver

of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this License. No notice to, or deemed on, any party in any case shall, of itself, entitle such party to any further notice of demand in similar or other circumstances.

b. This License shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regards to the choice of law provisions of the State of Illinois.

c. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this License, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys fees and costs in such proceeding or any appeal therefrom.

d. Unless otherwise provided, the rights and remedies provided by this License are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

e. The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this License and that it has not been written solely by counsel for one party. The parties hereto stipulate and agree that the rules of construction to the effect that any ambiguities are to be or may resolved against the drafting party shall not be employed in the interpretation of this License to favor any party against another.

f. This License contains the entire agreement between the Parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied or by operation of law, between them or other than as herein set forth or as specifically referred to herein.

g. If there is a lawsuit under this License, the Parties agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District. The Parties hereby waive any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

h. Each party irrevocably waives any right to trial by jury in any judicial action or proceeding regarding this License (i) to enforce or defend any rights under or in connection with this License, or (ii) arising from any dispute or controversy in connection with or related to this License.



i. Nothing in this License is intended nor shall be deemed to create an agency, relationship, or partnership, or joint venture between the Licensor on the one hand, and the Licensee on the other hand.

j. Notices and communications ("notices") required or permitted to be given in connection with this License shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private express courier service such as Federal Express). Notices may also be given by fax, provided that (i) confirmation of completed transmission is obtained, and (ii) concurrent notice is given by one of the methods described in the preceding sentence, with deposit in the mail or delivery to the courier to be made no later than the next business day following the fax transmission. The parties' addresses for notices are:

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, Illinois 60402

If to Licensor:

The person and the place to which notices are to be mailed or delivered may be changed by either party by written notice to the other party given in accordance with the provisions of this Section. Notices sent in accordance with this Section shall be effective upon receipt or on the date of refusal to accept delivery of such notice.

k. In the event that any provision of this License or the application thereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this License and the application thereof shall not be affected thereby.

l. Except for the indemnity provisions inuring to the benefit of the parties set forth therein, this License, whether express or implied, is not intended to confer upon any person or entity any rights or remedies under or by reason of this License on any persons other than the Parties hereto.

m. Neither Party may make any filing nor recordation of this License to protect their rights and interests hereunder.

n. Subject to the provisions set forth herein, this License shall bind and inure to the benefit of the Licensee and the Licensor. Neither Party shall assign, sublet, transfer or otherwise convey all or any portion of this License without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

o. The Licensor will maintain all ownership interests in the Property. Licensee shall have no ownership rights or interest in the Property nor represent or hold itself as having such rights or interest.

p. Licensee shall not charge any official, employee or agent of the Licensor personally with any liability or expense of defense or hold any official, employee, or agent of such other party personally liable to them under any term or provision of this License or because of the Licensor's execution, attempted execution or breach of this License. The limitation on liability survives expiration or termination of this License for matters occurring or arising during this License.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first above written.

LICENSOR: City of Berwyn, an Illinois municipal corporation

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

Its: \_\_\_\_\_

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

LICENSEE: Che Ce' Ce' Corp., an Illinois corporation

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

Its: \_\_\_\_\_

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

EXHIBIT A

Property

(see attached)



THE CITY OF **BERWYN, ILLINOIS** *Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

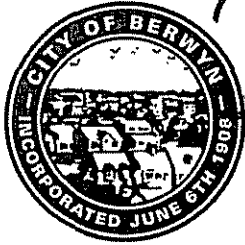
April 6, 2009

To: Mayor Michael O'Connor & City Council Members  
From: Patrick Ryan, Public Works Director  
Re: Tank and Water Storage repair

CDM wishes to publish the Project Specifications for Water Storage Tank Repairs for the storage structures at 6700 W 30<sup>th</sup> Street. These repairs will correct the deficiencies noted in the 2007 Corrpro Company report. Staff seeks approval to publish Bid Notice on April 22, 2009 for opening at the May 12, 2009 City Council meeting.

**Recommended Actions:**

Staff recommends approval of the publication of Project Specifications for Water Storage Tank Repairs for the storage structures at 6700 W 30<sup>th</sup> Street at the April 14, 2009 City Council meeting.



THE CITY OF **BERWYN, ILLINOIS** *Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

April 3, 2009

To: Mayor Michael O'Connor & City Council Members  
From: Patrick Ryan, Public Works Director  
Re: Presentation of Tree City USA

The City of Berwyn has been certified as a Tree City USA community for the 22<sup>nd</sup> year in a row.

The Tree City USA® program, sponsored by The National Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters, provides direction, technical assistance, public attention, and national recognition for urban and community forestry programs in thousands of towns and cities that more than 93 million Americans call home.

Berwyn will celebrate Arbor Day on April 24, 2009 with the planting of a native Bur Oak at Morton West High School.

**Recommended Actions:**

Informational only.



3318 WEST 95TH STREET  
EVERGREEN PARK, IL 60805  
(708) 424-5678  
FAX (708) 425-1898  
www.odelsonsterk.com

April 9, 2009

Thomas J. Pavlik  
City Clerk  
City of Berwyn  
6400 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

Re: Ordinance re Property Located at 7134 W. Cermak Road

Dear Mr. Pavlik:

Please put the attached ordinance on the agenda for the April 14, 2009 City Council meeting.  
Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

Attachment

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

**ORDINANCE**  
NUMBER \_\_\_\_\_

**An Ordinance Authorizing an Agreed Final Judgment Order, the Lease Agreement and Agreement for the Acquisition of Property Located at 7134 W. Cermak Road, Berwyn, Illinois within the Amended Berwyn Theater Tax Increment Financing District**

**Michael A. O'Connor, Mayor**  
**Thomas J. Pavlik, City Clerk**

**Nona Chapman**  
**Santiago "Jim" Ramos**  
**Mark Weiner**  
**Michele Skryd**  
**Thomas Day**  
**Michael Phelan**  
**Robert Lovero**  
**Joel Erickson**  
**Aldermen**

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Authorizing an Agreed Final Judgment Order, the Lease Agreement and Agreement for the Acquisition of Property Located at 7134 W. Cermak Road, Berwyn, Illinois within the Amended Berwyn Theater Tax Increment Financing District**

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, on March 17, 2008, the City Council (the "City Council") of the City of Berwyn (the "City") adopted Ordinance No. 08-22 approving the acquisition of properties for the implementation of the Amended Berwyn Tax Increment Redevelopment Plan and Project within the Amended Berwyn Theater Tax Increment Redevelopment Project Area; and

WHEREAS, the property (the "Subject Property") located at 7134 W. Cermak Road, Berwyn, Illinois, is within the Amended Berwyn Area Tax Increment Redevelopment Project Area; and

WHEREAS, pursuant to its authority, on June 6, 2008, the City filed a Complaint for Condemnation for the Subject Property against Cole Taylor, as Trustee under Trust Agreement dated September 12, 1990 and known as Trust No. 90-1067, et al. in Case No. 2008L050475 in the Circuit Court of Cook County, Illinois, County Department, Law Division; and

WHEREAS, the City and the owner of the Subject Property have agreed on the terms of the compensation to be received by the owner for the Subject Property from the City, subject to the approval of the City Council; and

WHEREAS, there is presented to this meeting a form of an Agreed Final Judgment Order for the transfer of the Subject Property from the owner of the Subject Property to the City; and

WHEREAS, the terms of the proposed Agreed Final Judgment Order include a lease for the Subject Property with the City, as lessor, and the owner of the Subject Property, as lessee; and

WHEREAS, the terms of the Agreed Final Judgment Order include an Agreement regarding future development of the Subject Property.



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

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

**Section 2.** The City's acquisition of the Subject Property pursuant to the terms and conditions of, and for the price set forth in, the proposed Agreed Final Judgment Order (the "Order") attached hereto as Exhibit A and the lease agreement ("the Lease") attached hereto as Exhibit B and made a part hereof, and the agreement (the "Agreement") attached hereto as Exhibit C and made hereof is approved.

**Section 3.** The Mayor of the City is authorized on behalf of the City to execute and deliver the Lease and the Agreement and to do all things, and to execute and deliver such additional documents, as are necessary to transfer title of the Subject Property to the City.

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2009, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
<b>TOTAL</b>				

APPROVED by the Mayor on \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michael A. O'Connor  
MAYOR

ATTEST:

\_\_\_\_\_  
Thomas J. Pavlik  
CITY CLERK

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

CITY OF BERWYN, a municipal corporation, )  
 )  
 Plaintiff, )  
 vs. )

Case No. 08 L 050475

COLE TAYLOR BANK, as Trustee under Trust )  
 Agreement dated September 12, 1990 and known as )  
 Trust No. 90-1067, CHICAGO TITLE & TRUST )  
 COMPANY, as Trustee, AMERICAN NATIONAL )  
 BANK, as Trustee under Trust Agreement dated )  
 August 15, 1985 and known as Trust No. 65280, )  
 COLE TAYLOR BANK, MARIA PAPPAS, )  
 TREASURER AND COUNTY COLLECTOR OF )  
 COOK COUNTY, DAVID ORR, COUNTY )  
 CLERK OF COOK COUNTY; and UNKNOWN )  
 OWNERS, )

PARCEL: 324-029

FULL TAKING

CALENDAR

AMENDED BERWYN  
THEATER TAX INCREMENT  
REDEVELOPMENT PROJECT

Defendants. )

AGREED FINAL JUDGMENT ORDER

This matter being heard by the agreement of the parties, the City of Berwyn, an Illinois municipal corporation (the "City" or "Plaintiff"), appearing by and through its attorneys, Neal & Leroy, L.L.C., Special Counsel, and Defendant, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee (hereafter collectively "Defendant"), appearing by its attorneys, Kropik, Papuga & Shaw. Plaintiff and Defendant having represented to the court that the parties agree to the entry of an Agreed Final Judgment Order as follows, and the Court being fully advised in the premises,

**THE COURT FINDS:**

1. The Complaint for Condemnation was filed on June 6, 2008. All parties defendant herein have been served with process in the manner and form provided for by statute.
2. Plaintiff has the authority to exercise the right of eminent domain. The property

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sought to be taken herein is described in Exhibit "A" attached hereto (the "Subject Property") and is subject to that right of eminent domain. Plaintiff's right to exercise eminent domain is not being improperly exercised in these proceedings. All non-defaulting parties interested in the Subject Property are before the Court, or have received due notice of this proceeding and have not appeared, and the Court has jurisdiction over the Plaintiff, the Defendants, the Subject Property and the subject matter hereof. This cause has been set for hearing on the ascertainment of just compensation to be paid for the taking of the Subject Property, which real property is set forth in said Complaint for Condemnation.

3. Plaintiff has provided its appraisals, and the parties through their respective attorneys have waived the right to the impaneling of a jury for the viewing of the Subject Property and for determination of just compensation.

**IT IS HEREBY ORDERED:**

4. Final just compensation is determined to be one million, and no/100 dollars (\$1,000,000.00) (hereinafter the "Compensation Award"), which represents the final just compensation for the taking of the Subject Property, inclusive of any and all permanent improvements, and permanent fixtures (but excluding the cooking equipment, trade fixtures, signage and refrigeration equipment), and claims for reimbursement of relocation costs and/or moving expenses. City shall pay an additional sum of \$42,000.00 with respect to relocation (the "Relocation Payment"), said Relocation Payment to be paid separately by City directly to Defendant upon vacation of the Premises. No interest shall be payable on the Compensation Award or Relocation Payment.

5. The Compensation Award and Relocation Payment include full and final compensation and satisfaction of all claims by Defendant for damages, takings, costs and claims

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arising out of or resulting from Plaintiff's Complaint for Condemnation including, without limitation, claims for relocation costs and moving expenses pursuant to the Eminent Domain Act or otherwise.

6. Upon deposit of the Compensation Award with the Cook County Treasurer, Plaintiff shall be vested with fee simple absolute title to the Subject Property and all existing tenancies and leasehold interests are hereby terminated. Further, upon Plaintiff's deposit of the Compensation Award with the Cook County Treasurer, all liens, including tax liens, shall attach to said Compensation Award and shall be extinguished and void as to the Subject Property. The Compensation Award shall be deposited by City with the Cook County Treasurer within forty-five days of the entry of this Agreed Final Judgment Order.

7. The Parties have entered into that certain lease for restaurant (the "Lease"). Plaintiff shall allow the Defendant to remain in possession of the Subject Property pursuant to the terms of the Lease after Plaintiff's deposit of said Compensation Award with the Cook County Treasurer. In the event that the Relocation Payment is not payable under the Lease, the Relocation Payment shall be paid under this Agreed Final Judgment Order.

8. This Court shall retain jurisdiction of the above entitled cause for purposes of issuing a Writ of Assistance or an Order of Possession to put Plaintiff in possession of the Subject Property pursuant to the terms and conditions contained herein and in the Lease.

9. In the event any unresolved disputes arise between the parties regarding the terms of this Agreed Final Judgment Order, this Court shall have continued jurisdiction to enforce the terms and provisions of this Agreed Final Judgment Order.

10. Each party shall bear its own costs, including attorneys' fees and experts' fees.

11. The Court finds there is no just reason for delaying the enforcement of said

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judgment. The parties hereto agree to not appeal this judgment.

ENTERED: \_\_\_\_\_

\_\_\_\_\_

**AGREED:**

Plaintiff

City of Berwyn, a municipal corporation

Defendants

Chicago Title Land Trust Company as  
successor Trustee to Cole Taylor Bank, as  
Trustee u/i/a dated September 12, 1990  
and known as Trust No. 90-1067

By: \_\_\_\_\_  
One of Its Attorneys

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

**CITY OF BERWYN, a municipal  
corporation,**

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

By: \_\_\_\_\_  
Neal & Leroy, L.L.C

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

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EXHIBIT A

**P.I.N.(S):** 16-19-324-029-0000

**COMMON ADDRESS:** 7134 W. Cermak, Berwyn, IL 60402

**LEGAL DESCRIPTION:** Lot 486 in Berwyn Gardens, A Subdivision of the South 1271.3 feet of the Southwest ¼ of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**OWNER:** Cole Taylor Bank, as Trustee as Trustee under Trust Agreement dated September 12, 1990 and known as Trust Number 90-1067

**OTHER PERSONS HAVING**

**OR CLAIMING AN INTEREST:** **Chicago Title & Trust** as to Trust Deed dated August 15, 1985 and recorded August 29, 1985 as document No T3458467 made by American National Bank as Trustee under trust agreement dated August 15, 1985 and known as Trust Number 65280 to Chicago Title & Trust Company, as Trustee, to secure an indebtedness in the amount of \$100,000, **American National Bank** as Trustee under trust agreement dated August 15, 1985 and known as Trust Number 65280 to Chicago Title & Trust Company, as Trustee, to secure an indebtedness in the amount of \$100,000, **Cole Taylor Bank** as to Mortgage dated September 17, 1990 and recorded October 3, 1990 as document No. T3916508 made by Cole Taylor Bank, as Trustee under Trust Number 90-1067 to Cole Taylor Bank to secure an indebtedness of in the amount of \$200,000, **Cole Taylor Bank** as to Assignment of Rents recorded October 3, 1990 as Document No. T3916509 made by Cole Taylor Bank as trustee under Trust Number 90-1067 to Cole Taylor Bank, **Maria Pappas, David Orr** and **Unknown Owners**.

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LEASE AGREEMENT

This lease agreement ("Lease") made \_\_\_\_\_, 2009, between the City of Berwyn, a municipal corporation organized under Illinois law, having its principal office at 6700 26<sup>th</sup> Street, Berwyn, Cook County, Illinois, 60402 referred to as "Lessor," and Chicago Title Land Trust Company as Trustee, as successor Trustee to Cole Taylor Bank, as Trustee w/t/a dated September 12, 1990 and known as Trust No. 90-1067, of 171 N. Clark Street, Chicago, Cook County, Illinois 60601, referred to as "Lessee."

RECITALS

A. Lessee had been the owner of fee title to the Premises ("Premises") located at 7134 W. Cermak, Berwyn, Cook County, Illinois. The Premises is legally described on the "Exhibit A" and made a part of this Lease.

B. On July 14, 1987, the Lessor adopted Ordinance Nos. 87-35, 87-36 and 87-37 and on January 28, 1997 the Lessor adopted Ordinance Nos. 97-02, 97-03 and 97-04 respectively approving a Tax Increment Redevelopment Plan and Project for the original and the Amended Berwyn Theater Tax Increment Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74. et seq. On March 17, 2008, the Lessor by Ordinance No. 08-22 selected, located and designated the real property legally described below and commonly known as 7134 W. Cermak, Berwyn, Illinois, as a site to be acquired in furtherance of the Amended Berwyn Theater Tax Increment Financing Project and Plan. The Ordinances referenced in this paragraph are hereinafter called the "Ordinances."

C. Pursuant to the Ordinances, Lessor filed an action (the "Action") entitled City of Berwyn, a municipal corporation vs. Cole Taylor Bank, as Trustee w/t/a dated September 12, 1990, et. al., Case No. 08 L 050475 in the Circuit Court of Cook County, Illinois, County Department, Law Division to acquire the Premises for the purposes of the Ordinances.

D. In settlement of the Action, Restaurant and Lessor have entered into that certain Agreed Final Judgment Order ("Order"), that certain lease ("Lease") and this Agreement for the Premises, all of even date herewith which has been approved by Lessor by Ordinance adopted on \_\_\_\_\_.

E. The Premises is improved with a Mexican restaurant operated under the trade name "Mi Tierra."

F. As a part of the Order, Lessee and Lessor have agreed to enter into this Lease.

NOW THEREFORE, in consideration of the matters referred to above and ten and no/100 dollars (\$10.00) and other good and valuable consideration, Lessor and Lessee agree as follows:

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**SECTION I. Description of Premises**

Lessor leases to Lessee and Lessee accepts from Lessor the Premises.

**SECTION II. Use of the Premises**

Lessee shall use the Premises for a Mexican restaurant under the trade name "Mi Tierra" and for no other purpose whatsoever. Such use of the Premises as a Mexican restaurant is the "Use."

**SECTION III. Term**

The term (the "Term") of this Lease begins on date of the Order, and ends on the earlier of December 31, 2016, or at midnight on the day after Lessee has ceased operating the Premises for thirty (30) consecutive days unless sooner terminated as provided in this Lease.

Notwithstanding anything contained herein to the contrary, Lessee shall have the right to terminate this Lease for any reason on thirty (30) days Notice (as hereinafter defined) to Lessor.

Notwithstanding anything contained herein to the contrary, Lessor may terminate this Lease at any time for any reason on ninety (90) days Notice to Lessee.

In the event of any such early termination, the Lessee shall remain liable for any obligations accruing prior to such early termination.

**SECTION IV. Rent**

A. Base rent. Except as may be provided in this Lease, Lessee will begin paying rent to Lessor as of the commencement date in advance on the first day of each month during the Term, the amount of \$1.00, without any deduction, setoff, prior notice, or demand.

B. Taxes. Lessee will pay without deduction or set off, the total amount of taxes accruing during the Term. The term "taxes" includes general real estate taxes, taxes on personal property owned by the Lessor and used on the building, taxes or any other levy assessed against Lessor on account of rent, including any tax directly substituted for any general real property taxes, and all the cost and expenses of contesting any such taxes. Lessee shall promptly pay such taxes directly to the taxing body; however, in the event the taxes are assessed against Lessor, Lessee shall pay such taxes to Lessor upon demand.

Lessee may obtain a tax exemption for the Premises as permitted by law during the Term. Lessor shall use reasonable efforts to assist Lessee in obtaining a tax exemption.

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**SECTION V. Relocation Payment**

On the vacation of the Premises by Lessee, Lessor will pay to Lessee the sum of forty two thousand and no/100 dollars (\$42,000.00) as a one-time relocation and/or moving payment (the "Relocation Payment"). No interest is payable on the Relocation Payment. This promise to pay is the full and final agreement as to amount and terms of relocation and moving expenses pursuant to the Action and otherwise.

**SECTION VI. Dispensing of Alcoholic Beverages**

Following the enactment of the appropriate ordinances by the City, Lessee may sell at the Premises, alcoholic beverages for on-premises consumption only, provided that Lessee provides Lessor with evidence of the liquor licenses and permits and liquor liability or "dram shop" insurance required by this Lease. Lessor shall enact the appropriate enabling ordinances under 235 ILCS 5/6-15 to enable Lessee to dispense alcoholic beverages by the glass from the Premises for on-premises consumption. In no event will the sale of packaged liquor be permitted from the Premises.

**SECTION VII. Restrictions on Use**

Lessee will not use or allow the use of the Premises, or bring or keep anything on it that will increase the risks covered by insurance on the Premises and result in an increase in the rate of insurance or in a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. Lessee will not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises or of any law or regulation affecting the occupancy and use of the Premises. Lessee may not use or allow the Premises to be used for any illegal or immoral purpose.

**SECTION VIII. Delivery, Acceptance, and Surrender of Premises**

Lessee has been in exclusive possession of the Premises prior to the Term. Lessee accepts the Premises in its as-is, where-is condition. Lessor makes no representation or warranty of any kind as to the condition of the Premises. At the expiration or termination of the Lease, Lessee will surrender the Premises in the same condition as the commencement date of this Lease allowing for reasonable use and wear, damage by fire, storms, or any act of God. Before surrendering the Premises, Lessee shall, and Lessor shall permit Lessee to remove all items of personal property placed on the Premises by Lessee. All furniture, fixtures, equipment, ovens, refrigerators, HVAC equipment, kitchen equipment, signs and fixtures and personal property on the Premises at the date of this Lease are not the property of the Lessor; and the Lessor has no objection to the Lessee's removal of such items including cooking equipment, trade fixtures, signage and refrigeration equipment at any time during the Term.

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#### **SECTION IX. Building Services, Utilities and Maintenance**

All utility costs, rates and charges are the responsibility of and shall be paid by Lessee, and Lessee shall be solely responsible for same. In the event any of the utility costs are billed to Lessor, Lessee will promptly pay Lessor such costs on demand. The term "utility costs" includes, without limitation the costs of electricity, gas or other utilities necessary for heating, air conditioning, lighting, operation of elevators and/or escalators, and operation of office machines and other equipment used in or about the Premises.

Lessee will be solely responsible for providing heating and air conditioning, as well as janitorial service for the Premises, Lessor is not liable for any interruption or stoppage of any services for any reason whatsoever.

The removal of all items of garbage, including large items such as cartons, packing materials, furniture, or fixtures is Lessee's responsibility. Lessee will arrange with a private contractor for their removal.

#### **SECTION X. Repairs and Maintenance**

Lessee will maintain and operate the Premises in a first class manner and pay all operation and maintenance repair, renewal and capital costs of any and all nature whatsoever and expenses in connection with the Premises. These expenses include all costs of operating, maintaining, and managing the Premises, including, but not limited to, costs of landscaping, water and sewer, waste disposal, janitorial services, air conditioning, heating, security, elevators and escalators, window washing, repair and servicing of equipment, licenses, permits renewals, replacements, repairs, capitals costs and expenditures, inspection fees, salaries and wages, employee benefits, payroll taxes, accounting, auditing and legal expenses, management fees, and taxes on personal property used on the Premises.

Lessee will, at its own expense, maintain and keep clean all portions of the Premises. Lessor has no obligation whatsoever to furnish any maintenance, repairs, renewals or capital improvements or service to the Premises.

#### **SECTION XI. Alterations, Additions and Improvements**

Lessee shall be solely responsible for all interior partitions, lighting fixtures, wall and floor coverings, painting, and other interior decoration suitable for a Mexican restaurant. Any alterations, additions or improvements shall be at Lessee's sole cost and expense and at no cost or expense to Lessor. Lessee shall be solely responsible to comply with all applicable codes and ordinances with respect to the Premises.

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## SECTION XII. Liens

Lessee shall not permit mechanic's or other liens to be placed upon the Premises or Lessee's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Lessee. If a lien is so placed, Lessee shall, within 10 days of notice from Lessor of the filing of the lien, fully discharge the lien. If Lessee fails to discharge the lien, then, in addition to any other right or remedy of Lessor, Lessor may bond or insure over the lien or otherwise discharge the lien. Lessee shall reimburse Lessor for any amount paid by Lessor to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees (if and to the extent permitted by law) on demand.

## SECTION XIII. Destruction of Premises

If the Premises is totally or partially and materially destroyed by fire, earthquake or other cause, the Lease terminates without any further action of the parties, and neither party shall have any obligation to rebuild or restore the Premises, provided however, Lessee shall promptly secure the Premises. This obligation survives such termination. Notwithstanding anything contained herein to the contrary, Lessor has no obligation to restore, rebuild or repair the Premises for any reason whatsoever including without limitation casualty of any kind or eminent domain proceeding.

## SECTION XIV. Insurance and Liquor Permits

Lessee will provide a copy of the certificates of insurance to Lessor. Lessee will provide a written stipulation from insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any policy. If the insurance is not kept in force during the entire Term, Lessor may procure the necessary insurance and pay the premium for it, and Lessee will repay the premium to Lessor promptly on demand.

Subject to the enactment of the Ordinance described in Section hereof, Lessee shall obtain, at its sole expense, all liquor licenses, and any other licenses and permits required by law or otherwise necessary for serving and selling alcoholic beverages by the glass at the Premises and shall maintain said licenses and permits in full force and effect for so long as Lessee serves or sells alcoholic beverages at the Premises. During any periods that Lessee serves or sells alcoholic beverages at the Premises, Lessee shall in addition to all other insurance, Lessee is required to procure under this Lease, obtain and maintain in full force "Dram Shop" or liquor liability insurance coverage in the amount of at least \$1,000,000 naming Lessee, Lessor other parties as Lessor designates, as additional insureds.

Lessee, at its expense, shall maintain at all times during the Term (i) "all risk," fire and extended coverage insurance for 100% of full replacement cost (excluding only the cost of a foundation, excavation and footings below grade level) covering the improvements at the Premises, all improvements, alterations or additions to the improvements, all other property of Lessee on the Premises, and all building systems, equipment and fixtures which are Lessor's property for the benefit of Lessor's and Lessor (as their interests may appear); (ii) commercial general liability insurance, including contractual liability insurance and property damage insurance with respect to the im-

provements and the Premises, with limits of not less than \$554,600.00 per occurrence and an annual aggregate of not less than \$1,000,000 for personal injury, sickness or death or for damage to or destruction of property, naming Lessor as insured and Lessor and such other persons as Lessor may reasonably designate as additional insureds; and (iii) worker's compensation and employer's liability insurance covering Lessor's employees on the Premises. Such insurance shall be written with companies of recognized responsibility qualified to do business in the State of Illinois.

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#### **SECTION XV. Lessor's Nonliability for Damages; Indemnity**

Lessor is not liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Lessee. Lessee will indemnify and hold harmless Lessor from all liability, loss, expenses or damage claims or obligations resulting from the occupancy of the Premises by Lessee for any injuries or losses of any nature. Such indemnity shall include reasonable attorney's fees Lessee waives any claim against Lessor for damages relating to its occupancy of the Premises from any cause whatsoever, including, but not limited to, burglary, theft, or damage by water.

#### **SECTION XVI. Lessor's Entry on Premises**

Lessor or its agent is entitled to enter the Premises at all reasonable hours to inspect them.

#### **SECTION XVII. Assignment and Sublease**

Lessee may not assign or sublease all or any portion of the Premises, or any right or privilege connected with the Premises, or allow any other person except its employees and agents to occupy the Premises or any part of the Premises except to Manuel Nuñez of 2528 S. Kedzie Avenue, Chicago, Illinois 60623 or to Nancy Nuñez of 2528 S. Kedzie Avenue, Chicago, Illinois 60623 or to Mi Tierra Inc., provided that the restaurant operation is managed and operated by Manuel Nuñez and/or Nancy Nuñez and/or Mi Tierra Inc. Consent by Lessor is not a consent to a subsequent assignment, sublease, or occupation by other persons. Any unauthorized assignment, sublease, or consent to occupy by Lessee is void, and will, at the option of Lessor, terminate the Lease. This Lease, or any interest of Lessee in this Lease, is not assignable or transferable except to Manuel Nuñez or Nancy Nuñez or Mi Tierra Inc. Lessee represents that Nancy Nuñez is the sole owner of Mi Tierra Inc.

#### **SECTION XVIII. Sale of Property Leased**

If Lessor sells or otherwise conveys the Premises, Lessor is released from any liability arising after the sale or conveyance based on any of the terms of this Lease. Lessee will deal solely with Lessor's successor after that. Notwithstanding the foregoing, Lessor shall not be released from liability for payment of the Relocation Payment.

#### **SECTION XIX. Holdover**

No holdover is permitted whatsoever under any circumstances.

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**SECTION XX. Breach of Agreement**

The following constitutes a breach of the terms of this Lease:

1. The failure by Lessee upon ten (10) days prior Notice (as hereinafter defined) from Lessor to pay any amount of money due under this Lease.
2. The failure by Lessee upon thirty (30) days prior Notice from Lessor to comply with any other provision or condition of this Lease.
3. A general assignment made by Lessee for the benefit of creditors.
4. The filing of a petition by or against Lessee under the bankruptcy laws of the United States or of any state.
5. The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Lessee, if such receivership is not terminated or stayed within thirty (30) days from such appointment.
6. The abandonment by Lessee of the Premises or any part of the Premises.
7. The filing of a lien against the Premises which is not cured in accord with Section XII.
8. In the event of a breach of any term of this Lease, either party shall have all rights and remedies at law in the equity including the right to recover damages including reasonable attorney's fees.

**SECTION XXI. Venue of Actions**

Any action or judicial proceeding involving this Lease may be brought only in the courts of Cook County, Illinois.

**SECTION XXII. Waiver**

The pursuit by Lessor of any of the remedies provided for in any section of this Lease will not constitute a waiver of any of the remedies available to such party in any other section or under law or equity. A waiver by Lessor or Lessee of any breach of this Lease does not constitute a waiver of any other breach. Forbearance or omission by either party in enforcing any of its remedies does not constitute a waiver of any of its remedies.

**SECTION XXIII. Entire Agreement**

This Lease constitutes the entire agreement between Lessor and Lessee relating to the subject of this Lease except for the Order and the Right of First Opportunity (the "ROFO"). This Lease supersedes any and all previous negotiations and communications, oral or written, between the parties with respect to this Lease, except the Order and the ROFO. There are no representations or warranties, express or implied, between the Lessor and Lessee with respect to the subject matter of this Lease, except those specified in this Lease, the Order and the ROFO.

**SECTION XXIV. Amendment**

This Lease can only be amended by written agreement signed by the parties.

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**SECTION XXV. Council**

Notwithstanding anything contained herein to the contrary, this Lease is not effective and binding upon Lessor, unless and until it is approved by the City Council of the City of Berwyn. Nothing contained herein shall be deemed a representation that such approval will be forthcoming.

**SECTION XXVI. Limitation of Liability**

No member, official or employee of Lessor shall be personally liable to any party to this Lease or any successor in interest in the event of any default or breach by Lessor or any successor in interest under this Lease.

**SECTION XXVII. No Broker**

Lessee warrants to Lessor that it has not employed any real estate broker in connection with the sale of the Premises, this Lease, the ROFO or the Order.

**SECTION XXVIII. Disclosures**

Lessee shall furnish Lessor with a statement disclosing the identity of all persons holding an ownership interest in Lessee and the percentage of such interests. The disclosure must be in a form reasonably acceptable to Lessor, and must conform to all requirements of 50 ILCS 105/3.

**SECTION XXIX. Notices**

Except as expressly provided other contrary in this Lease every notice or other communication ("Notice") to be given by either party to the other with respect hereto, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by national air courier service, or United States certified mail return receipt requested, postage prepaid.

If to Lessee:

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

With copies to :

Stanley Papuga, Esq.  
Kropik, Papuga & Shaw  
120 South LaSalle Street, #1327  
Chicago, Illinois 60603

If to Lessor:

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

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With copies to:

Richard F. Friedman, Esq.  
Neal & Leroy, L.L.C.  
203 North LaSalle Street, Suite 2300  
Chicago, Illinois 60601

Such addresses may be changed by Notice to the other parties given in the same manner provided above. Every Notice hereunder shall be deemed to have been given as of the third business day following the date of such mailing or immediately if personally delivered.

Notices not sent in accordance with the foregoing shall be of no force or affect until received by the foregoing parties at such addresses required herein.

ACCEPTED:

LESSEE:

Chicago Title Land Trust Company, as successor to Cole Taylor Bank, as Trustee w/t/a dated September 12, 1990 and known as Trust No. 90-1067

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

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

\_\_\_\_\_

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

LESSOR:

City of Berwyn, a municipal corporation

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

Title: Mayor

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

ATTEST:

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

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

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



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EXHIBIT A

**P.I.N.(S):**

16-19-324-029-0000

**COMMON ADDRESS:**

7134 W. Cermak, Berwyn, IL 60402

**LEGAL DESCRIPTION:**

Lot 486 in Berwyn Gardens, A Subdivision of the South  
1271.3 feet of the Southwest  $\frac{1}{4}$  of Section 19, Township 39  
North, Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois.

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## AGREEMENT

This Agreement ("Agreement") is made and entered into as of March \_\_\_\_\_, 2009 by and between the City of Berwyn, an Illinois municipal corporation ("City") and Chicago Title Land Trust Company, as Trustee, as successor Trustee to Cole Taylor Bank, as Trustee w/t/a dated September 12, 1990 and known as Trust No. 90-1067 ("Restaurant").

### RECITALS

- A. Restaurant is the previous owner of fee title to the property (the "Premises") located at 7134 W. Cermak in Berwyn, Illinois.
- B. The Premises consist of approximately 3,125 square feet.
- C. The Premises is legally described on Exhibit A attached hereto and made a part hereof.
- D. On July 14, 1987, the City adopted Ordinance Nos. 87-35, 87-36 and 87-37 and on January 28, 1997 the City adopted Ordinance Nos. 97-02, 97-03 and 97-04 respectively approving a Tax Increment Redevelopment Plan and Project for the original and the Amended Berwyn Theater Tax Increment Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74. et seq. On March 17, 2008, the City by Ordinance No. 08-22 selected, located and designated the real property legally described below and commonly known as 7134 W. Cermak, Berwyn, Illinois, as a site to be acquired in furtherance of the Amended Berwyn Theater Tax Increment Financing Project and Plan. The Ordinances referenced in this paragraph are hereinafter called the "Ordinances."
- E. Pursuant to the Ordinances, City filed an action (the "Action") on June 6, 2008 entitled City of Berwyn, a municipal corporation vs. Cole Taylor Bank, as Trustee w/t/a dated September 12, 1990, et. al., Case No. 08 L 050475 in the Circuit Court of Cook County, Illinois, County Department, Law Division to acquire the Premises for the purposes of the Ordinances.
- F. In settlement of the Action, Restaurant and City have entered into that certain Agreed Final Judgment Order ("Order"), that certain lease ("Lease") and this Agreement for the Premises, all of even date herewith.
- G. Under the terms of the Order, City acquired the Premises from Restaurant.
- H. City has agreed to lease the Premises to Restaurant on the terms and conditions contained in the Lease, and Restaurant has rights to occupy the Premises pursuant to the Lease.
- I. City has also agreed that in the event that the City conveys the Premises to a third party developer ("Developer") for the purpose of commercial redevelopment, pursuant to the terms set forth herein, the Premises will be conveyed subject to the covenants and restrictions contained on Exhibit B attached hereto and made a part hereof.

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NOW THEREFORE, in consideration of the Recitals, the Order, the Lease and other good and valuable consideration, the parties agree as follows:

1. In the event that the Premises together with other properties at the northeast corner of the intersection of Harlem Avenue and Cermak Road in Berwyn, Illinois (the "Development") are sold by City to Developer for a mixed use, commercial development containing multiple occupancies, the Premises will be sold pursuant to a redevelopment agreement (the "Redevelopment Agreement") between Developer and City.

2. The Redevelopment Agreement will contain, inter alia, the restrictions contained in Exhibit B regarding a portion of the Development for a mixed use commercial development containing multiple occupancies.

3. In the event that Developer fails to comply with the terms of this Agreement or the terms contained in the Redevelopment Agreement or the terms of Exhibit B, and if Restaurant brings a legal action to enforce the Redevelopment Agreement, City shall cooperate with Restaurant in the enforcement of the terms of this Agreement.

4. No member, official or employee of City shall be personally liable to any party to this Agreement or any successor in interest in the event of any default or breach by City or any successor in interest under the terms of this Agreement.

5. Notwithstanding anything contained herein to the contrary, this Agreement is not effective and binding upon City, unless and until it is approved by the City Council of the City of Berwyn.

6. This Agreement terminates on December 31, 2016.

7. This Agreement is personal to Restaurant. Restaurant may not assign or transfer its rights under this Agreement, provided, however, Restaurant may assign its rights under this Agreement to Mi Tierra Inc., or Manuel Nuñez of 7134 W. Cermak, Berwyn, Illinois 60402 or Nancy Nuñez of 7134 W. Cermak, Berwyn, Illinois 60402. Any unauthorized assignment is void, and will at the option of City, terminate this Agreement. Notwithstanding anything contained in the foregoing, Restaurant may assign this Agreement to the parties and/or individuals who were the beneficiaries of the land trust holding title to the Premises as of June 8, 2008 provided satisfactory evidence of the beneficiary relationship is provided to City prior to such assignment. Restaurant represents that Nancy Nuñez is the sole owner of Mi Tierra Inc.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

DRAFT

**RESTAURANT:**

Chicago Title Land Trust Company as  
successor to Cole Taylor Bank, as Trustee u/v/a  
dated September 12, 1990 and known as Trust  
No. 90-1067

\_\_\_\_\_

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

\_\_\_\_\_

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

**CITY:**

City of Berwyn, a municipal corporation

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

Title: Mayor

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

**ATTEST:**

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

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

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

DRAFT

EXHIBIT A

**PLN.(S):** 16-19-324-029-0000

**COMMON ADDRESS:** 7134 W. Cermak, Berwyn, IL 60402

**LEGAL DESCRIPTION:** Lot 486 in Berwyn Gardens, A Subdivision of the South 1271.3 feet of the Southwest ¼ of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DRAFT

EXHIBIT B

1. Definitions

A. "Advice" means the notice to be sent to Restaurant by Developer of the availability of the Offering Space.

B. "City" means the City of Berwyn.

C. "Developer" means a party acquiring the property on Exhibit I attached hereto.

D. "Development" means a commercial mixed use development on the Property containing multiple occupancies.

E. "Notice of Exercise" means the written notice of exercise of the Advice.

F. "Occupancy Agreement" means the agreement governing Restaurant's occupancy in the Development if the Right of First Opportunity is properly exercised.

G. "Offering Space" means the space offered to Restaurant by Developer under the terms of the restrictions contained herein.

H. "Prevailing Market Rate" means the annual rental rate per square foot for space for a restaurant in the Berwyn, Illinois market area in the vicinity of the Premises and comparable to the Offering Space giving consideration to tenant concessions, brokerage commissions, tenant improvement allowances, and the method of allocating operating expenses and taxes, provided that Prevailing Market Rate will be based on an initial lease term of at least six years.

I. "Property" means the property legally described on Exhibit I attached hereto.

J. "Redevelopment Agreement" means a redevelopment agreement to be entered into between City and Developer.

K. "Rent" means the amount to be paid by Restaurant as rent for the Office Space.

L. "Restaurant" means a restaurant operation by Mi Tierra Inc. and/or Manuel Nuñez of 2528 S. Kedzie Avenue, Chicago, Illinois 60623 and/or Nancy Nuñez of 2528 S. Kedzie Avenue, Chicago, Illinois 60623. Nancy Nuñez is the sole owner of Mi Tierra Inc.

M. "Right of First Opportunity" means the one time only, right of first opportunity of Restaurant to lease a portion of the Development for a restaurant operation.

2. Restaurant shall have a one time only Right of First Opportunity to lease the Offering Space for a restaurant operation on the terms and conditions contained herein.

URRAFT

3. The Right of First Opportunity shall be exercised at any time after Developer has determined, in its sole and absolute discretion, that the space in the Development will be used for a restaurant operation, but prior to leasing such space to any other party or individual.

4. Developer shall advise Restaurant of the Rent and other essential business terms under which Developer is prepared to lease the space to a restaurant for a restaurant operation.

5. The Rent and lease terms shall reflect the Prevailing Market Rate for such Offering Space.

6. Restaurant may lease such Offering Space in its entirety only, at such Rent and terms, by delivering the "Notice of Exercise" within thirty (30) days after the date of the Advice.

7. The Rent stated in the Advice shall govern Restaurant's leasing of the Offering Space for a restaurant operation.

8. The Offering Space (including improvements and personalty, if any), shall be accepted by Restaurant in accordance with the Advice which Advice terms shall be commercially reasonable and in compliance with provision "H" set forth hereinabove.

9. Restaurant will have no right of first opportunity to any subsequent space which may be leased for a restaurant operation in the Development.

10. The rights of Restaurant hereunder with respect to the Offering Space shall terminate on Restaurant's failure to exercise its Right of First Opportunity within the thirty (30) day period provided above.

11. If Restaurant exercises its Right of First Opportunity, Developer shall prepare the Occupancy Agreement. A copy of the Occupancy Agreement shall be (i) sent to Restaurant within a reasonable time after receipt of the Notice of Exercise executed by Restaurant, and (ii) executed by Restaurant and returned to Developer within thirty (30) days thereafter. If the Occupancy Agreement is not executed and returned to Developer within such thirty (30) day period, at the option of Developer, the Right of First Opportunity will be null and void.

12. Developer has no obligation to lease Restaurant any portion of the Development for any purpose other than for a restaurant operation.

13. Developer has no obligation to lease to Restaurant any property not within the Development.

14. The Agreement is personal to Restaurant. Restaurant may not assign or transfer its rights under the Agreement, except as expressly provided herein. Any unauthorized assignment is void, and will at the option of City, terminate the Agreement.

DRAFT

15. Restaurant is a third party beneficiary of this Agreement and has the right to enforce this Agreement against Developer.



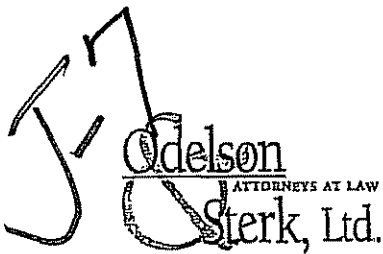
EXHIBIT I

DRAFT

**P.I.N.(S):** 16-19-324-029-0000

**COMMON ADDRESS:** 7134 W. Cermak, Berwyn, IL 60402

**LEGAL DESCRIPTION:** Lot 486 in Berwyn Gardens, A Subdivision of the South 1271.3 feet of the Southwest ¼ of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



3318 WEST 95TH STREET  
EVERGREEN PARK, IL 60805  
(708) 424-5678  
FAX (708) 425-1898  
www.odelsonsterk.com

April 9, 2009

Thomas J. Pavlik  
City Clerk  
City of Berwyn  
6400 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

Re: Ordinance re Liquor Licenses

Dear Mr. Pavlik:

Please put the attached ordinance on the agenda for the April 14, 2009 City Council meeting. This Ordinance changes Section 804.07 of the Code by decreasing B-1 licenses from 17 to 16 and B-3.1 licenses from 7 to 8 per Item F-5 of the March 24, 2009 City Council Agenda. Changes are in bold. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

Attachment

715  
The City of Berwyn



Michael A. O'Connor

Mayor

A Century of Progress with Pride

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

Date: March 18, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Liquor License Change

The Friendly Tap of 6733 Roosevelt Road has requested a change in their liquor license classification in order to add an entertainment license (copy of letter attached).

In order to do so, would require an amendment of our current ordinance for liquor license classifications as follows:

- B-1 Tavern Only Classification - Decrease from 17 to 16
- B-3.1 Tavern with Entertainment/Occupancy 0 to 59 - Increase from 7 to 8

This results in a net change of zero (0) in the number of licenses issued by the City of Berwyn.

Your concurrence would be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/ws

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

**ORDINANCE**  
NUMBER \_\_\_\_\_

**AN ORDINANCE REVISING THE NUMBER OF LIQUOR LICENSES  
AND AMENDING SECTION 804.07 OF THE CITY CODE OF THE  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

**Michael A. O'Connor, Mayor**  
**Thomas J. Pavlik, City Clerk**

**Nona Chapman**  
**Santiago "Jim" Ramos**  
**Mark Weiner**  
**Michele Skryd**  
**Thomas Day**  
**Michael Phelan**  
**Robert Lovero**  
**Joel Erickson**  
**Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on 4-14-09  
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REVISING THE NUMBER OF LIQUOR LICENSES AND  
AMENDING SECTION 804.07 OF THE CITY CODE OF THE CITY OF BERWYN,  
COOK COUNTY, ILLINOIS**

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 the number of Liquor Licenses available to serve the best interest of the public health and safety; and

WHEREAS, it is in the best interest of the City to revise the number of Liquor Licenses available in two classes.

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

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

**Section 2.** Chapter 804 of the Berwyn Code is hereby amended by striking Section 804.07 in its entirety and replacing it with the following:

The total number of licenses issued and in force at any one time in a year issued shall be as follows:

Class of License	Number of Licenses Permitted
A-1	10
A-2	3
A-3	11
<b>B-1</b>	<b>16</b>
B-2	3
<b>B-3.1</b>	<b>8</b>
B-3.2	7

B-3.3	2
B-3.4	3
C-1	8
C-2	1
C-3.1	1
C-3.2	1
C-3.3	1
C-3.4	0
D-1	7
D-2	0
D-3.1	0
D-3.2	2
D-3.3	3
D-3.4	1
D-3.5	5
E	No limit
F	8
G	1
J	No limit
I	No limit

**Section 3.** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not effect any of the other provisions of this ordinance.

**Section 4.** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2009, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
<b>TOTAL</b>				

**APPROVED** by the Mayor on \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Michael A. O'Connor  
 MAYOR

ATTEST:

\_\_\_\_\_  
 Thomas J. Pavlik  
 CITY CLERK

**City of Berwyn  
Department of Community Development**

---

To: Michael A. O'Connor, Mayor  
City Council

From: Robert E. Dwan, Director  
Department of Community Development

Re: CDBG Ninth Year Action Plan

Date: April 9, 2009

Dear Mayor O'Connor:

Enclosed please find a resolution relative to the above captioned Community Development Block Grant Program.

The resolution amends the City of Berwyn's consolidated plan 2009 Action Plan for Community Development Block Grant Funds (CDBG), and approves the City of Berwyn's proposal for use of Federal "Homeless Prevention & Rapid Re-Housing Program" Funds (HPRP), and for authorization to submit same to the United State Department of Housing and Urban Development.

The Community Development Department requests approval of this resolution in order that we may submit our Application for Federal Assistance in a timely manner.

Thank you for your consideration in this mater.

Robert E. Dwan, Director  
Department of Community Development

Enclosure

Cc: City Clerk  
City Council

RED/ws

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**Mayor Michael A. O'Connor \* Robert E. Dwan, Director  
6420 West 16<sup>th</sup> Street, Berwyn, Illinois 60402  
(708) 795-6850 \* Fax (708) 749-9457**



**RESOLUTION NO. 2009 - \_\_\_\_\_**

**A RESOLUTION SUBSTANTIALLY AMMENDING THE  
CITY OF BERWYN'S CONSOLIDATED PLAN 2009 ACTION PLAN  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG),  
AND APPROVING  
THE CITY OF BERWYN'S PROPOSAL FOR USE OF FEDERAL  
"HOMELESS PREVENTION & RAPID RE-HOUSING PROGRAM"  
FUNDS (HPRP), AND FOR AUTHORIZATION TO SUBMIT SAME  
TO APPROPRIATE AGENCIES**

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

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

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

**WHEREAS**, in February, 2009, the United States Congress ("Congress") authorized Title XII of the American Recovery & Reinvestment Act of 2009 (ARRA) to provide funding to state and local governments to address the increased incidence of homelessness in America; and

**WHEREAS**, Berwyn has been allocated \$559,545.00 in HPRP Funds pursuant to the funding formula approved by Congress; and

**WHEREAS**, the Mayor and City Council are deeply concerned about the increased incidence of homelessness, and the corresponding effect homelessness has on the residents of Berwyn; and

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

**WHEREAS**, the Mayor and the City Council have determined it is in the best interest of Berwyn to receive and appropriate HPRP Funds; and

**WHEREAS**, the Community Development Department developed a multi-faceted proposal for the use of HPRP Funds pursuant to the requirements of Title XII of ARRA, and in accord with Berwyn's 2<sup>nd</sup> Con Plan for the use of Community Development Block Grant ("CDBG") Funds (the "proposal for use of HPRP Funds"); and

**WHEREAS**, the Berwyn proposal for use of HPRP Funds was developed so as to reduce the incidence of homelessness in Berwyn, promote the development of a viable urban community, provide decent housing and a suitable living environment, principally for low and moderate income persons, all in conformance with the Title XII of ARRA and rules and regulations applicable thereto; and

**WHEREAS**, the acceptance and appropriation of HPRP Funds requires a Substantial Amendment to Berwyn's Consolidated Plan 2009 Action Plan, for CDBG Funds, previously approved by Berwyn as Resolution 2008 – 072208-1, on July 22, 2008; and

**WHEREAS**, after due deliberation the City Council finds it would be in the best interest of Berwyn to approve the Substantial Amendment to the Consolidated Plan 2009 Action Plan, and the proposal for use of HPRP Funds as drafted by the Berwyn Community Development Department.

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

**SECTION 1:**

That the Corporate Authorities of Berwyn hereby approve the Substantial Amendment to the Consolidated Plan 2009 Action Plan in substantially the same format as attached hereto and made a part hereof as Exhibit A, and said Substantial Amendment is hereby authorized to be submitted as required.

**SECTION 2:**

That the Corporate Authorities of Berwyn hereby approve and authorize the proposal for use of HPRP Funds in substantially the same format as attached hereto and made a part hereof as Exhibit B.

**SECTION 3:**

That the Mayor and City Clerk be and are hereby directed and authorized to sign and submit the Substantial Amendment to the Consolidated Plan 2009 Action Plan and the proposal for use of HPRP Funds, and any additional documentation required or requested by the State or Federal Government for this purpose.

**SECTION 4:**

That the Mayor and City Clerk be and are hereby directed and authorized, upon approval and funding of HPRP Funds, to enter into all other contracts and/or agreements necessary and proper to fully implement the Substantial Amendment to the Consolidated Plan 2009 Action Plan and the proposal for use of HPRP Funds; including, but not limited to, all contracts / agreements with neighboring municipalities and area not-for profit organizations for the services to be provided to reduce the incidence of homelessness in Berwyn.

**SECTION 5:**

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

Voting Aye: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Voting Nay: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

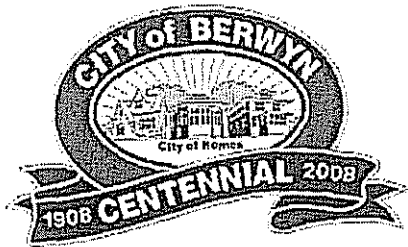
Deposited in my office this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Michael A. O'Connor, Mayor

Michael A. O'Connor  
Mayor



John Wysocki  
Finance Director

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0273  
www.berwyn-il.gov

To: Mayor Michael O'Connor and the City Council

From: John Wysocki

Date: April 9, 2009

Subject: Red Flag Rules Resolution

The Federal Trade Commission has adopted Identity Theft Prevention (Red Flag) Rules requiring the creation of policies relating to the prevention and mitigation of identity theft. These requirements apply to financial institutions and any other creditors that hold "transaction accounts" belonging to a consumer. Governments that offer services such as providing water to residents are considered creditors under this regulation.

The deadline for implementing policies related to the red flag rules is May 1, 2009. Therefore, I ask that you pass the attached resolution adopting and implementing an identify theft prevention policy for the City of Berwyn.

Please feel free to contact me with any questions.

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**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

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**RESOLUTION**  
NUMBER \_\_\_\_\_

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**A RESOLUTION ADOPTING AND IMPLEMENTING  
AN IDENTITY THEFT PREVENTION POLICY WITHIN THE  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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**MICHAEL A. O'CONNOR, Mayor**  
**THOMAS J. PAVLIK, City Clerk**

**NONA N. CHAPMAN**  
**SANTIAGO "JIM" RAMOS**  
**MARK WEINER**  
**MICHELE D. SKRYD**  
**THOMAS J. DAY**  
**MICHAEL J. PHELAN**  
**ROBERT J. LOVERO**  
**JOEL ERICKSON**  
**Aldermen**

RESOLUTION No.: \_\_\_\_\_

**A RESOLUTION ADOPTING AND IMPLEMENTING  
AN IDENTITY THEFT PREVENTION POLICY WITHIN THE CITY OF  
BERWYN, COOK COUNTY, ILLINOIS**

---

**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**, pursuant to the Fair and Accurate Credit Transactions Act of 2003, the Federal Trade Commission adopted Identity Theft Rules requiring the creation of certain policies relating to the prevention and mitigation of identity theft (the “FTC Regulations”); and

**WHEREAS**, the FTC Regulations require creditors to adopt red flag policies to identify, detect, prevent and mitigate such identity theft with respect to information used in covered accounts; and

**WHEREAS**, the City is a creditor, with respect to the FTC Regulations, by virtue of providing utility services and by providing services to citizens and accepting multiple payments for such services in arrears; and

**WHEREAS**, pursuant to the FTC Regulations, such an arrangement between the City and its citizens constitutes a covered account; and

**WHEREAS**, the Mayor and City Council of the City of Berwyn, Cook County, Illinois, find and determine that it is in the best interests of the health, safety and welfare of its residents to approve

and adopt red flag policies to identify, detect, prevent and mitigate identity theft with respect to information used in covered accounts.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, as follows:

**Section 1. Incorporation.** 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. Identity Theft Prevention Policy.** The City of Berwyn adopts this Identity Theft Prevention Policy, identified herein, in order to prevent and mitigate identity theft by identifying and detecting identity theft red flags and by responding to such red flags in a manner that will prevent such identity theft.

**Section 3. Definitions.** For the purposes of this policy, the following words and phrases shall have the following meanings when used herein:

- (a) "City" means the City of Berwyn, Cook County, Illinois.
- (b) "Covered Account" means i) an account the City offers or maintains primarily for personal, family or household purposes that involves multiple payments or transactions; and ii) any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from Identity Theft
- (c) "Identity Theft" means fraud committed using Identifying Information of another person.
- (d) "Identifying Information" means any name or number that may be used alone or in conjunction with any other information, to identify a specific person, including but not limited to: name, address, telephone number, social security number, date of birth,

government issued driver's license, employer or taxpayer identification number, credit card account information, debit card information, and bank account information.

(e) "Policy" means the Identity Theft Prevention Policy, identified herein

(f) "Red Flag" means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

**Section 4. Identification of Red Flags.** In order to identify relevant Red Flags, the City considers the types of covered accounts that it offers and maintains, the methods it provides to open such covered accounts, the methods it provides to access such covered accounts, and its previous experiences with Identity Theft. The City identifies the following Red Flags, in each of the listed categories:

(a) Notifications and Warnings From Credit Report Agencies.

1. Report of fraud accompanying a credit report;
2. Notice or report from a credit agency of a credit freeze on a customer or applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant; and
4. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.

(b) Suspicious Documents.

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
4. Application for service that appears to have been altered or forged.

(c) Suspicious Personal Identifying Information.

1. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);



3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social security number presented that is the same as one given by another customer;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
8. A person's identifying information is not consistent with the information that is on file for the customer

(d) Suspicious Account Activity or Unusual Use of Covered Accounts.

1. Change of address for a covered account followed by a request to change the covered account holder's name;
2. Payments stop on an otherwise consistently up-to-date covered account;
3. Covered account used in a way that is not consistent with prior use (example: very high activity);
4. Mail sent to the covered account holder is repeatedly returned as undeliverable;
5. Notice to the City that a customer is not receiving mail sent by the City;
6. Notice to the City that a covered account has unauthorized activity;
7. Breach in the City's computer system security; and
8. Unauthorized access to or use of identifying information.

(e) Alerts from Others.

1. Notice to the City from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent covered account for a person engaged in Identity Theft.

**Section 5. Detecting Red Flags.**

(a) New Covered Accounts. In order to detect any of the Red Flags identified in Section 4 associated with the opening of a new covered account, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

1. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
2. Verify the customer's identity (for instance, review a driver's license or other identification card);
3. Review documentation showing the existence of a business entity; and

4. Independently contact the customer.

(b) **Existing Covered Accounts.** In order to detect any of the Red Flags identified in Section 4 for an existing covered account, City personnel will take the following steps to monitor transactions with an account:

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
2. Verify the validity of requests to change billing addresses; and
3. Verify changes in banking information given for billing and payment purposes.

**Section 6. Preventing and Mitigating Identity Theft.** In the event City personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. Continue to monitor a covered account for evidence of Identity Theft;
2. Contact the customer;
3. Change any passwords or other security devices that permit access to covered accounts;
4. Not open a new covered account;
5. Close an existing covered account;
6. Reopen a covered account with a new number;
7. Notify the Finance Director for determination of the appropriate step(s) to take;
8. Notify law enforcement; or
9. Determine that no response is warranted under the particular circumstances.

**Section 7. Protecting Customer Identifying Information.** In order to further prevent the likelihood of Identity Theft occurring with respect to City covered accounts, the City will take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure;
2. Ensure complete and secure destruction of paper documents and computer files containing customer information;
3. Ensure that office computers are password protected and that computer screens lock after a set period of time;
4. Ensure storage rooms, cabinets, drawers, and other storage space containing identifying information will be locked when not in use;
5. Keep offices clear of papers containing customer information;
6. Request only the last 4 digits of social security numbers (if any);
7. Ensure computer virus protection is up to date; and
8. Require and keep only the kinds of customer information that are necessary for

utility purposes.

**Section 8. Program Updates.** The Finance Director will periodically review and update this Policy to reflect changes in risks to customers and the soundness of the City from Identity Theft. In doing so, the Finance Director will consider the City's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the City's business arrangements with other entities. After considering these factors, the Finance Director will determine whether changes to the Policy, including the listing of Red Flags, are warranted. If warranted, the Finance Director will present his or her recommended changes to the Mayor and City Council, which will make a determination of whether to accept, modify or reject those changes to the Policy.

**Section 9. Program Administration.** Responsibility for developing, implementing and updating this Program lies with the Finance Director, subject to approval by the Mayor and City Council. The Finance Director will be responsible for the Policy administration, for ensuring appropriate training of City staff on the Policy, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Policy.

- (a) **Staff Training and Reports.** City staff responsible for implementing the Policy shall be trained either by or under the direction of the Finance Director in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.
- (b) **Service Provider Arrangements.** In the event the City engages a service provider to perform an activity in connection with one or more accounts, the City will take the following steps to ensure the service provider performs its activity in accordance with the Policy set forth herein:
  - 1. Require, by contract, that service providers have such policies and procedures in place; and
  - 2. Require, by contract, that service providers review the City's Program and report any Red Flags to the Finance Director.

**Section 10. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 11. Effective Date.** This Resolution shall be in full force and effect upon its passage, approval.

ADOPTED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2009, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
TOTAL				

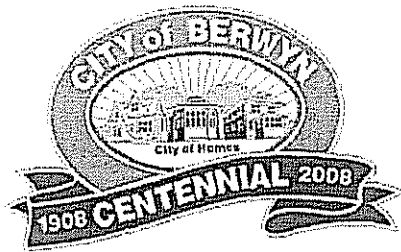
APPROVED by the Mayor of the City of Berwyn, Cook County, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_ 2009

\_\_\_\_\_  
 Michael A. O'Connor, Mayor

ATTEST:

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

**Michael A. O'Connor**  
Mayor



**Patricia Segel**  
Director of Human Resources

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

April 9, 2009

To: Mayor Michael O'Connor, City Council Members

From: Pat Segel, Human Resources

Re: Blue Cross Blue Shield Premium for 2009-2010

This memo is informational to let you know that our health and vision insurance premium increase effective May 1, 2009 will be as follows:

Single Health Coverage-- from \$623.37 to \$702.60 per month-- an annual increase of \$99,943

Single+1 Health Coverage from \$1024.15 to \$1212.09 per month--an annual increase of \$113,356

Family Health Coverage from \$1455.06 to \$1722.08 per month--an annual increase of \$385,346

Single Vision Coverage from \$29.64 to \$35.07 per month--an annual increase of \$6516 per year

Single+1 Vision Coverage from \$46.95 to \$55.57 per month--an annual increase of \$7448 per year

Family Vision Coverage from \$64.29 to \$76.09 per month--an annual increase of \$19,966 per year

Both dental and life insurance premiums are the same as last year.

This represents a total increase in premium of \$429,468.70 per year.

Should you have any questions concerning this, please contact our broker of record, Vincent Bertucca. His office phone number is 708-795-7411.



*We Serve and Protect*

J-11

# BERWYN POLICE DEPARTMENT



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

April 9, 2009

Mayor Michael A. O'Connor  
Members of the Berwyn City Council  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Request for new Police Officer

Ladies and Gentlemen:

Due to the recent promotion of Sgt. James Sasseti, I am hereby requesting authorization to hire a Probationary Patrol Officer from the Fire and Police Commissioner's current eligibility list. The next Police Academy class begins on May 4, therefore I respectfully request your concurrence in this matter.

Respectfully,

William R. Kushner  
Chief of Police

WRK/md

# Section K

## Consent Agenda

K1

ALDERMAN MARK WEINER  
Berwyn, Illinois 60402

April 9, 2009

Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the April 14, 2009 Council meeting.

Payroll 4-1-09 \$799,289.86

Very truly yours,

  
Mark Weiner, Budget Committee Chairman



K-2

MARK WEINER  
Berwyn, Illinois 60402

April 9, 2009

Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the April 14, 2009 Council meeting.

Payables: \$2,845,231.01

Very truly yours,

  
Budget Chairman Mark Weiner

Live "2009" Production

# Payment Register

From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
816	03/25/2009	Open			Accounts Payable	Cash	\$122,500.00		
817	03/31/2009	Open			Accounts Payable	CNH CAPITAL AMERICA LLC	\$4,905.26		
818	03/31/2009	Open			Accounts Payable	Gabriela Serrano	\$113.92		
819	03/31/2009	Open			Accounts Payable	COOK COUNTY COLLECTOR	\$10,799.60		
820	03/31/2009	Open			Accounts Payable	NORTH BERWYN PARK DISTRICT	\$50,000.00		
821	04/03/2009	Open			Accounts Payable	JOSEPH FRAPANPINA III	\$540.20		
822	04/03/2009	Open			Accounts Payable	PHILLIP FOLKERS	\$563.79		
823	04/03/2009	Open			Accounts Payable	RICHARD CARNAGGIO	\$283.89		
824	04/15/2009	Open			Accounts Payable	A T & T Internet Services	\$947.00		
825	04/15/2009	Open			Accounts Payable	A.W.E.S.O.M.E. PEST SERVICE	\$885.00		
826	04/15/2009	Open			Accounts Payable	AAA ALL COUNTY BOARD UP & GLASS	\$996.00		
827	04/15/2009	Open			Accounts Payable	ACM ELEVATOR	\$443.40		
828	04/15/2009	Open			Accounts Payable	AETNA-U.S.HEALTHCARE	\$176.76		
829	04/15/2009	Open			Accounts Payable	AFLAC WORLDWIDE HEADQUARTERS	\$157.82		
830	04/15/2009	Open			Accounts Payable	Alexander Kuzmanovich	\$58.77		
831	04/15/2009	Open			Accounts Payable	ALLIANCE ENTERTAINMENT,LLC	\$10.99		
832	04/15/2009	Open			Accounts Payable	ALLIED ASPHALT	\$1,451.20		
833	04/15/2009	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERIVCE INC.	\$6,166.00		
834	04/15/2009	Open			Accounts Payable	AMAZON.COM	\$1,084.64		
835	04/15/2009	Open			Accounts Payable	AMERICAN MESSAGING	\$215.58		

Live "2009" Production

# Payment Register

From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
836	04/15/2009	Open			Accounts Payable	ANDERSON BROS FORD	\$464.92		
837	04/15/2009	Open			Accounts Payable	ANDERSON'S BOOKSHOPS	\$222.99		
838	04/15/2009	Open			Accounts Payable	Andres and Maria Soto	\$2,800.00		
839	04/15/2009	Open			Accounts Payable	ANTHONY BERTUCA	\$28.00		
840	04/15/2009	Open			Accounts Payable	Apex Imaging Equipment Company, Inc.	\$95.00		
841	04/15/2009	Open			Accounts Payable	AT&T	\$21,527.70		
842	04/15/2009	Open			Accounts Payable	AT&T	\$1,296.90		
843	04/15/2009	Open			Accounts Payable	AUDIO EDITIONS	\$414.46		
844	04/15/2009	Open			Accounts Payable	Audrius Zakas	\$1,475.00		
845	04/15/2009	Open			Accounts Payable	AUTOMATIC NOZZLE COMPANY	\$13.41		
846	04/15/2009	Open			Accounts Payable	AVAYA INC.	\$40.15		
847	04/15/2009	Open			Accounts Payable	BAKER & TAYLOR, INC.	\$2,864.80		
848	04/15/2009	Open			Accounts Payable	BARGE TERMINAL & TRUCKING	\$2,171.82		
849	04/15/2009	Open			Accounts Payable	BARNES & NOBLE	\$302.12		
850	04/15/2009	Open			Accounts Payable	BBC AUDIOBOOKS AMERICA	\$314.76		
851	04/15/2009	Open			Accounts Payable	Bertha Flores	\$22.12		
852	04/15/2009	Open			Accounts Payable	BERWYN DEVELOPMENT CORP	\$1,031.22		
853	04/15/2009	Open			Accounts Payable	BERWYN DEVELOPMENT CORP	\$500.00		
854	04/15/2009	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	\$2,285.80		
855	04/15/2009	Open			Accounts Payable	BLUE CROSS/BLUE SHIELD OF ILLINOIS	\$417,970.23		
856	04/15/2009	Open			Accounts Payable	BOTTOM LINE	\$39.00		
857	04/15/2009	Open			Accounts Payable	BRODART CO.	\$1,052.82		

Live "2009" Production

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From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
858	04/15/2009	Open			Accounts Payable	BSN SPORTS COLLEGIATE PACIFIC	\$3,493.72		
859	04/15/2009	Open			Accounts Payable	BUSY-BEE BOARD-UP & EMERGENCY SERVICE ,INC.	\$2,650.00		
860	04/15/2009	Open			Accounts Payable	C.O.P.S.TESTING SERVICE	\$1,600.00		
861	04/15/2009	Open			Accounts Payable	CANNON COCHRAN MANAGEMENT SERVICES,INC.	\$11,125.00		
862	04/15/2009	Open			Accounts Payable	CARDINAL CARTRIDGE,INC.	\$1,396.01		
863	04/15/2009	Open			Accounts Payable	CASE LOTS INC	\$443.10		
864	04/15/2009	Open			Accounts Payable	CASSIDY TIRE	\$281.92		
865	04/15/2009	Open			Accounts Payable	CDW GOVERNMENT,INC.	\$3,860.10		
866	04/15/2009	Open			Accounts Payable	Cermak Animal Clinic	\$40.00		
867	04/15/2009	Open			Accounts Payable	CHICAGO BADGE COMPANY	\$57.89		
868	04/15/2009	Open			Accounts Payable	CHICAGO WHITE SOX	\$260.00		
869	04/15/2009	Open			Accounts Payable	Christine Buik, C.R.I.C.K.E.T.	\$275.00		
870	04/15/2009	Open			Accounts Payable	CHROMATE CORPORATION	\$510.77		
871	04/15/2009	Open			Accounts Payable	CICERO PUBLIC LIBRARY	\$23.00		
872	04/15/2009	Open			Accounts Payable	CINTAS # 769	\$597.25		
873	04/15/2009	Open			Accounts Payable	CITIZENS COMMUNITY BANK	\$15,993.00		
874	04/15/2009	Open			Accounts Payable	COLUMN OFFICE EQUIPMENT	\$1,717.00		
875	04/15/2009	Open			Accounts Payable	COMCAST CABLE	\$4.00		
876	04/15/2009	Open			Accounts Payable	ComEd	\$37,729.71		
877	04/15/2009	Open			Accounts Payable	COMMUNICATION REVOLVING FUND	\$439.15		
878	04/15/2009	Open			Accounts Payable	Construction Book Express	\$146.55		
879	04/15/2009	Open			Accounts Payable	COOK COUNTY CLERK-DAVID ORR	\$10.00		

Live "2009" Production

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
880	04/15/2009	Open			Accounts Payable	DELAGE LANDEN FINANCIAL SERVICES	\$7,617.79		
881	04/15/2009	Open			Accounts Payable	DELL MARKETING L.P.	\$1,717.04		
882	04/15/2009	Open			Accounts Payable	DEMCO EDUCATIONAL CORP	\$389.50		
883	04/15/2009	Open			Accounts Payable	DIAMOND GRAPHICS, INC.	\$670.00		
884	04/15/2009	Open			Accounts Payable	DON MORRIS ARCHITECTS,P.C.	\$11,795.00		
885	04/15/2009	Open			Accounts Payable	Duane Blanton	\$1,000.00		
886	04/15/2009	Open			Accounts Payable	DZ CONSTRUCTION	\$1,475.00		
887	04/15/2009	Open			Accounts Payable	E.R.S.BOARD UP INC.	\$670.00		
888	04/15/2009	Open			Accounts Payable	EBSCO SUBSCRIPTION SERVICE	\$24.00		
889	04/15/2009	Open			Accounts Payable	Edmond Wanderling	\$13.87		
890	04/15/2009	Open			Accounts Payable	EMPIRE COOLER SERVICE,INC.	\$92.00		
891	04/15/2009	Open			Accounts Payable	ENCYCLOPEDIA BRITANNICA,INC.	\$2,587.00		
892	04/15/2009	Open			Accounts Payable	FEDERAL EXPRESS CORPORATION	\$13.00		
893	04/15/2009	Open			Accounts Payable	FIRE SAFETY CONSULTANTS,INC.	\$1,740.00		
894	04/15/2009	Open			Accounts Payable	FLASH ELECTRIC CO.	\$4,085.00		
895	04/15/2009	Open			Accounts Payable	FORT DEARBORN LIFE INSURANCE	\$4,479.17		
896	04/15/2009	Open			Accounts Payable	FRANK PADUCH	\$33.00		
897	04/15/2009	Open			Accounts Payable	Freedman, Anselmo, Lindberg & Rappe LLC	\$12.78		
898	04/15/2009	Open			Accounts Payable	FREEWAY FORD TRUCK SALES INC	\$627.23		
899	04/15/2009	Open			Accounts Payable	GABRIEL SALES	\$362.16		
900	04/15/2009	Open			Accounts Payable	GAYLORD BROS INC	\$413.88		
901	04/15/2009	Open			Accounts Payable	GOLDSTINE,SKRODZKI,RUSSIAN,N EMEC & HOFF,LTD.	\$33,461.34		

Live "2009" Production

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From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
902	04/15/2009	Open			Accounts Payable	GRAINGER	\$15.40		
903	04/15/2009	Open			Accounts Payable	GRANT IMPORTING & DISTRIBUTING CO.,INC.	\$151.00		
904	04/15/2009	Open			Accounts Payable	GREAT WEST ELECTRIC SUPPLY CO	\$73.16		
905	04/15/2009	Open			Accounts Payable	H-O-H CHEMICALS,INC.	\$5,400.00		
906	04/15/2009	Open			Accounts Payable	Heriberto & David Martinez	\$1,475.00		
907	04/15/2009	Open			Accounts Payable	HERLINDO A. GONZALEZ	\$1,500.00		
908	04/15/2009	Open			Accounts Payable	HERMAN C SIEVERS	\$1,973.00		
909	04/15/2009	Open			Accounts Payable	HEWLETT-PACKARD COMPANY	\$1,476.00		
910	04/15/2009	Open			Accounts Payable	HIGH PSI LTD.	\$373.66		
911	04/15/2009	Open			Accounts Payable	HIGHSMITH COMPANY	\$19.19		
912	04/15/2009	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$203.85		
913	04/15/2009	Open			Accounts Payable	IMPA	\$13,000.00		
914	04/15/2009	Open			Accounts Payable	INGRAM LIBRARY SERVICES	\$1,191.78		
915	04/15/2009	Open			Accounts Payable	International Code Council, Inc.	\$120.25		
916	04/15/2009	Open			Accounts Payable	INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO.	\$241.86		
917	04/15/2009	Open			Accounts Payable	INVESTOR'S BUSINESS DAILY	\$295.00		
918	04/15/2009	Open			Accounts Payable	IRONWOOD PACIFIC OUTDOORS,INC.	\$87.00		
919	04/15/2009	Open			Accounts Payable	J & M FENCE	\$46.24		
920	04/15/2009	Open			Accounts Payable	J.G.UNIFORMS,INC.	\$495.00		
921	04/15/2009	Open			Accounts Payable	JACK PHELAN CHEVROLET	\$50.50		
922	04/15/2009	Open			Accounts Payable	JACK'S RENTAL INC	\$1,192.77		
923	04/15/2009	Open			Accounts Payable	JAN WAY CO.USA,INC.	\$778.47		

Live "2009" Production

# Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
924	04/15/2009	Reconciled		04/15/2009	Accounts Payable	Jason Broderck	\$147.43		
925	04/15/2009	Open			Accounts Payable	JIM FRANK	\$115.71		
926	04/15/2009	Open			Accounts Payable	JOEL ERICKSON	\$750.00		
927	04/15/2009	Open			Accounts Payable	John J. O'Leary	\$1,600.00		
928	04/15/2009	Open			Accounts Payable	JOHN TARULLO	\$3,960.00		
929	04/15/2009	Open			Accounts Payable	Jose Cortes & Carlos Arenas	\$1,475.00		
930	04/15/2009	Open			Accounts Payable	K's Construction	\$15,765.00		
931	04/15/2009	Open			Accounts Payable	KDD OF ILLINOIS,LTD.	\$393.87		
932	04/15/2009	Open			Accounts Payable	KRONOS INCORPORATED	\$3,452.12		
933	04/15/2009	Open			Accounts Payable	L G SPORTS OFFICIALS	\$864.00		
934	04/15/2009	Open			Accounts Payable	LACONI, MARY GARVEY	\$15.00		
935	04/15/2009	Open			Accounts Payable	LANDMARK AUDIOBOOKS	\$193.50		
936	04/15/2009	Open			Accounts Payable	LEXISNEXIS RISK & INFO ANALYTICS GROUP	\$70.80		
937	04/15/2009	Open			Accounts Payable	LIFE NEWSPAPERS-BERWYN	\$1,287.56		
938	04/15/2009	Open			Accounts Payable	Louis F. Cainkar,Ltd.	\$2,560.00		
939	04/15/2009	Open			Accounts Payable	M.K. SPORTS	\$4,502.00		
940	04/15/2009	Open			Accounts Payable	MACNEAL PHY GRP [OCCMED]	\$105.00		
941	04/15/2009	Open			Accounts Payable	Mark I. Manella	\$300.00		
942	04/15/2009	Open			Accounts Payable	MARLIN LEASING	\$327.54		
943	04/15/2009	Open			Accounts Payable	McDONOUGH MECHANICAL SERVICES,INC.	\$1,748.96		
944	04/15/2009	Open			Accounts Payable	MENARDS	\$109.87		
945	04/15/2009	Open			Accounts Payable	MENARDS	\$29.96		
946	04/15/2009	Open			Accounts Payable	METRO GARAGE INC	\$1,390.29		

Live "2009" Production

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From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
947	04/15/2009	Open			Accounts Payable	MICHAEL O'CONNOR	\$181.05		
948	04/15/2009	Open			Accounts Payable	MICRO MARKETING,LLC	\$224.52		
949	04/15/2009	Open			Accounts Payable	MIDCO INC.	\$505.50		
950	04/15/2009	Open			Accounts Payable	MIDWEST PROTECTION,INC.	\$543.94		
951	04/15/2009	Open			Accounts Payable	MIDWEST TAPE	\$847.64		
952	04/15/2009	Open			Accounts Payable	MILTON F PERSIN	\$194.00		
953	04/15/2009	Open			Accounts Payable	MLS Computer Fund	\$303.60		
954	04/15/2009	Open			Accounts Payable	MLS General Fund	\$329.00		
955	04/15/2009	Open			Accounts Payable	MRA	\$25,917.46		
956	04/15/2009	Open			Accounts Payable	MUNICIPAL ELECTRONICS INC.	\$72.93		
957	04/15/2009	Open			Accounts Payable	MUNICIPAL SERVICES,INC.	\$50.00		
958	04/15/2009	Open			Accounts Payable	NAEIR	\$351.66		
959	04/15/2009	Open			Accounts Payable	National Italian American Council	\$20.95		
960	04/15/2009	Open			Accounts Payable	NATIONAL TRUST FOR HISTORIC PRESERVATION	\$30.00		
961	04/15/2009	Open			Accounts Payable	NEAL & LEROY,L.L.C.	\$17,641.03		
962	04/15/2009	Open			Accounts Payable	NEW WORLD SYSTEMS	\$7,657.00		
963	04/15/2009	Open			Accounts Payable	NEXTEL COMMUNICATIONS	\$287.83		
964	04/15/2009	Open			Accounts Payable	NICOLE CAMPBELL	\$196.90		
965	04/15/2009	Open			Accounts Payable	NICOR GAS	\$576.87		
966	04/15/2009	Open			Accounts Payable	NORTH BERWYN PARK DISTRICT	\$100,000.00		
967	04/15/2009	Open			Accounts Payable	NORTH BERWYN PARK DISTRICT	\$10,000.00		
968	04/15/2009	Open			Accounts Payable	NORTHEAST MULTI REGIONAL TRAINING	\$1,460.00		
969	04/15/2009	Open			Accounts Payable	ODELSON & STERK,LTD.	\$64,056.06		



Live "2009" Production

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
970	04/15/2009	Open			Accounts Payable	OFFICE DEPOT	\$280.32		
971	04/15/2009	Open			Accounts Payable	OFFICE EQUIPMENT SALES	\$267.17		
972	04/15/2009	Open			Accounts Payable	OLDIES.COM	\$17.98		
973	04/15/2009	Open			Accounts Payable	OLE FASHION FOOD SERVICES	\$251.60		
974	04/15/2009	Open			Accounts Payable	ORLANDO DIAZ	\$960.00		
975	04/15/2009	Open			Accounts Payable	PACE VANPOOL	\$200.00		
976	04/15/2009	Open			Accounts Payable	Pasquale Metido Jr.	\$41.50		
977	04/15/2009	Open			Accounts Payable	PBS Distribution,LLC	\$256.84		
978	04/15/2009	Open			Accounts Payable	PETAR DUMANOVIC,LLC	\$3,191.33		
979	04/15/2009	Open			Accounts Payable	PHELAN DODGE	\$433.89		
980	04/15/2009	Open			Accounts Payable	PINNER ELECTRIC CO	\$30,600.97		
981	04/15/2009	Open			Accounts Payable	PITNEY BOWES	\$3,506.28		
982	04/15/2009	Open			Accounts Payable	PITNEY BOWES	\$150.75		
983	04/15/2009	Open			Accounts Payable	POSITIVE PROMOTIONS,INC.	\$53.04		
984	04/15/2009	Open			Accounts Payable	PUBLIC SAFETY DIRECT,INC.	\$1,559.49		
985	04/15/2009	Open			Accounts Payable	R G SMITH EQUIPMENT CO.	\$232.01		
986	04/15/2009	Open			Accounts Payable	Ramkrishina Mehendale	\$11.24		
987	04/15/2009	Open			Accounts Payable	RANDOM HOUSE,INC.	\$460.40		
988	04/15/2009	Open			Accounts Payable	RESEARCH TECHNOLOGY INT'L	\$229.95		
989	04/15/2009	Open			Accounts Payable	RESTORE BOARD-UP	\$7,694.00		
990	04/15/2009	Open			Accounts Payable	RICOH AMERICAS CORP.	\$180.00		
991	04/15/2009	Open			Accounts Payable	RIZZA FORD	\$698.22		
992	04/15/2009	Open			Accounts Payable	ROBERT DWAN	\$1,346.73		

Live "2009" Production

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From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
993	04/15/2009	Open			Accounts Payable	ROBERT J.LOVERO	\$344.22		
994	04/15/2009	Open			Accounts Payable	ROBERT S.MOLARO & ASSOCIATES	\$2,000.00		
995	04/15/2009	Open			Accounts Payable	ROSCOE COMPANY	\$1,365.05		
996	04/15/2009	Open			Accounts Payable	RUSSO POWER EQUIPMENT	\$5,530.00		
997	04/15/2009	Open			Accounts Payable	SAM'S CLUB	\$409.67		
998	04/15/2009	Open			Accounts Payable	SAM'S CLUB	\$105.00		
999	04/15/2009	Open			Accounts Payable	SAM'S CLUB	\$180.52		
1000	04/15/2009	Open			Accounts Payable	SARAH'S INN	\$7,489.37		
1001	04/15/2009	Open			Accounts Payable	SCOUT ELECTRIC SUPPLY	\$4,365.00		
1002	04/15/2009	Open			Accounts Payable	SECRETARY OF STATE	\$10.00		
1003	04/15/2009	Open			Accounts Payable	SEYFARTH SHAW LLP	\$15,788.61		
1004	04/15/2009	Open			Accounts Payable	SHANE'S OFFICE SUPPLY CO.	\$289.87		
1005	04/15/2009	Open			Accounts Payable	SIR SPEEDY	\$1,662.37		
1006	04/15/2009	Open			Accounts Payable	SOUTHERN ACCENTS	\$21.95		
1007	04/15/2009	Open			Accounts Payable	SPRINT	\$518.64		
1008	04/15/2009	Open			Accounts Payable	STANDARD & POOR'S	\$298.00		
1009	04/15/2009	Open			Accounts Payable	STANDARD EQUIPMENT CO	\$2,653.01		
1010	04/15/2009	Reconciled		04/15/2009	Accounts Payable	Stephanie Saucedo	\$247.94		
1011	04/15/2009	Open			Accounts Payable	T-MOBILE	\$331.74		
1012	04/15/2009	Open			Accounts Payable	TAMERLING INC.	\$304.00		
1013	04/15/2009	Open			Accounts Payable	TANTOR MEDIA	\$113.97		
1014	04/15/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$494.62		
1015	04/15/2009	Open			Accounts Payable	THE BANK OF NEW YORK	\$300.00		

**Payment Register**

From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1016	04/15/2009	Open			Accounts Payable	THE GALE GROUP	\$1,131.10		
1017	04/15/2009	Open			Accounts Payable	THE LIBRARY STORE	\$157.87		
1018	04/15/2009	Open			Accounts Payable	THOMPSON ELEVATOR INSPECTION SERVICE INC.	\$107.00		
1019	04/15/2009	Open			Accounts Payable	THYSSENKRUPP ELEVATOR CORP	\$927.12		
1020	04/15/2009	Open			Accounts Payable	Tiffany Benson	\$50.00		
1021	04/15/2009	Open			Accounts Payable	TONY PERRI	\$24.00		
1022	04/15/2009	Open			Accounts Payable	Trine Construction Corporation	\$6,014.93		
1023	04/15/2009	Open			Accounts Payable	Tryad Automotive	\$1,544.11		
1024	04/15/2009	Open			Accounts Payable	TRYAD AUTOMOTIVE	\$440.53		
1025	04/15/2009	Open			Accounts Payable	U.S. Cellular	\$451.39		
1026	04/15/2009	Open			Accounts Payable	U.S. Postmaster	\$43.50		
1027	04/15/2009	Open			Accounts Payable	UNITED PARCEL SERVICE	\$25.89		
1028	04/15/2009	Open			Accounts Payable	UNITED RADIO COMM,INC	\$458.11		
1029	04/15/2009	Open			Accounts Payable	UPSTART INC	\$67.76		
1030	04/15/2009	Open			Accounts Payable	VAST SYSTEM	\$750.00		
1031	04/15/2009	Open			Accounts Payable	VCA BERWYN ANIMAL HOSPITAL	\$72.59		
1032	04/15/2009	Open			Accounts Payable	VERIZON WIRELESS	\$65.06		
1033	04/15/2009	Open			Accounts Payable	Veronica Delgado	\$176.17		
1034	04/15/2009	Open			Accounts Payable	VILLAGE OF WESTMONT	\$1,000.00		
1035	04/15/2009	Open			Accounts Payable	Warehouse Direct	\$529.99		
1036	04/15/2009	Open			Accounts Payable	WARREN OIL COMPANY	\$21,170.52		
1037	04/15/2009	Open			Accounts Payable	WASTE MANMAGEMENT ILLINOIS- METRO	\$332,434.83		
1038	04/15/2009	Open			Accounts Payable	WATER ONE	\$156.25		

Live "2009" Production

# Payment Register

From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1039	04/15/2009	Open			Accounts Payable	West Town Chicago Chamber OF Commerce	\$350.00		
1040	04/15/2009	Open			Accounts Payable	WESTMONT PUBLIC LIBRARY	\$11.99		
1041	04/15/2009	Open			Accounts Payable	You & Me, Inc.	\$690.00		
1042	04/15/2009	Open			Accounts Payable	ABBOTT RUBBER CO., INC.	\$38.70		
1043	04/15/2009	Open			Accounts Payable	AECOM USA Inc.	\$2,252.56		
1044	04/15/2009	Open			Accounts Payable	ALFRED BENESCH & COMPANY	\$25,000.00		
1045	04/15/2009	Open			Accounts Payable	CITIZENS COMMUNITY BANK	\$11,815.00		
1046	04/15/2009	Open			Accounts Payable	CURRENT TECNOLOGIES CORPORATION	\$8,000.00		
1047	04/15/2009	Open			Accounts Payable	DELL MARKETING L.P.	\$7,866.32		
1048	04/15/2009	Open			Accounts Payable	FEDERAL EXPRESS CORPORATION	\$16.55		
1049	04/15/2009	Open			Accounts Payable	FEDERAL RENT-A-FENCE, INC.	\$290.00		
1050	04/15/2009	Open			Accounts Payable	Guadalupe Flores-Garcia, c/o Robyn Garcia	\$720.00		
1051	04/15/2009	Open			Accounts Payable	INTELLEAGENT SOLUTIONS, INC.	\$225.00		
1052	04/15/2009	Open			Accounts Payable	J & P PROPERTIES, L.L.C.	\$29,000.00		
1053	04/15/2009	Open			Accounts Payable	J & P PROPERTIES, L.L.C.	\$112,082.78		
1054	04/15/2009	Open			Accounts Payable	JAKE THE STRIPER	\$1,200.00		
1055	04/15/2009	Open			Accounts Payable	JAMES DUNCAN & ASSOCIATES, INC.	\$1,365.00		
1056	04/15/2009	Open			Accounts Payable	JEAH COMMUNICATIONS	\$42.00		
1057	04/15/2009	Open			Accounts Payable	JOSEPH LOTITO JR.	\$208.32		
1058	04/15/2009	Open			Accounts Payable	Katie Schmitz, c/o Debbie Schmitz	\$370.00		
1059	04/15/2009	Open			Accounts Payable	KINGS POINT GENERAL CEMENT	\$33,557.61		
1060	04/15/2009	Open			Accounts Payable	L-K FIRE EXTINGUISHER SERVICE	\$354.50		

# Payment Register

From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1061	04/15/2009	Open			Accounts Payable	MARISSA MUNOZ	\$200.00		
1062	04/15/2009	Open			Accounts Payable	MEDICAL REIMBURSEMENT SERVICES,INC.	\$4,800.00		
1063	04/15/2009	Open			Accounts Payable	MODERN MARKETING,INC.	\$2,100.20		
1064	04/15/2009	Open			Accounts Payable	NEAL & LEROY,L.L.C.	\$3,762.50		
1065	04/15/2009	Open			Accounts Payable	NEXTEL COMMUNICATIONS	\$602.03		
1066	04/15/2009	Open			Accounts Payable	Oak Lawn Fire Department	\$2,400.00		
1067	04/15/2009	Open			Accounts Payable	OFFICE EQUIPMENT SALES	\$721.00		
1068	04/15/2009	Open			Accounts Payable	Power Construction Company,llc	\$543,065.00		
1069	04/15/2009	Open			Accounts Payable	RCOR,INC.	\$1,193.29		
1070	04/15/2009	Open			Accounts Payable	RESURRECTION HEALTH CARE	\$106.00		
1071	04/15/2009	Open			Accounts Payable	ROBERT S.MOLARO & ASSOCIATES	\$2,700.00		
1072	04/15/2009	Open			Accounts Payable	SIKICH LLP	\$12,000.00		
1073	04/15/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$114.97		
1074	04/15/2009	Open			Accounts Payable	Trine Construction Corporation	\$444,290.96		
1075	04/15/2009	Open			Accounts Payable	US GAS	\$92.80		
1076	04/15/2009	Open			Accounts Payable	VCG UNIFORM/CARLSON MURRAY	\$644.30		
1077	04/15/2009	Open			Accounts Payable	VIDEO AND SOUND SERVICE,INC.	\$7,800.00		
Type Check Totals:					262 Transactions		\$2,845,231.01		

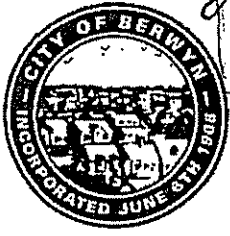
01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	260	\$2,844,835.64	
	Reconciled	2	\$395.37	\$0.00

# Payment Register

From Payment Date: 4/10/2008 - To Payment Date: 4/15/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	262	\$2,845,231.01	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	260	\$2,844,835.64		
					Reconciled	2	\$395.37	\$0.00	
					Total	262	\$2,845,231.01	\$0.00	
<b>Grand Totals:</b>									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
					Open	260	\$2,844,835.64		
					Reconciled	2	\$395.37	\$0.00	
					Total	262	\$2,845,231.01	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	260	\$2,844,835.64		
					Reconciled	2	\$395.37	\$0.00	
					Total	262	\$2,845,231.01	\$0.00	



## THE CITY OF BERWYN, ILLINOIS

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

**NONA N. CHAPMAN**  
First Ward Alderman

IM: (708) 484.Nona (6662)  
E-Mail: 1stWard@Berwyn-IL.Gov

April 6, 2009  
Mayor Michael A. O'Connor  
Members of the Berwyn City Council  
Berwyn City Hall

Re: Handicap request #603  
3545 S. Clinton Ave.

Ladies and Gentlemen,

I concur with the investigating officer's recommendation in the attached Handicap application to **approve** the request.

Respectfully,

Nona N. Chapman  
1st ward Alderman



We Serve and Protect

# BERWYN POLICE DEPARTMENT

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



TO:            HONORABLE MAYOR MICHAEL A. O'CONNOR AND  
MEMBERS OF THE BERWYN CITY COUNCIL

FROM:        BERWYN POLICE DEPARTMENT  
LOCAL ORDINANCE DIVISION

DATE:                            March 6, 2009

RE:            HANDICAPPED SIGN FOR:            Ismael Chavez #603

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

3545 S. Clinton Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc:            ALDERMAN Nona Chapman



# Berwyn Police Department

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

2009 MAR - 3 11:37  
CITY OF BERWYN  
CLERK'S OFFICE

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 03-03-2009

Application #: 603

Name of Applicant: Ismael Chavez

Address: 3545 S. Clinton Ave Berwyn Il, 60402

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-2782		

**Recommendation:** APPROVE  DENY  Reporting Officer: M. Schwanderlik #252

Comments:

Michael A. O'Connor  
Mayor



Debi Suchy  
City Collector

01/13/08

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6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8010  
www.berwyn-il.gov

**2009 HANDICAP SIGN AFFIDAVIT**

**PLEASE PRINT**

ISMAEL CHAVEZ  
(Name of Handicapped Person)

3545 S. CLINTON AVE.  
(Address of Handicapped Person)

PATRICIA GARCIA  
(Name of Applicant)

\_\_\_\_\_  
(Phone Number of Handicapped Person)

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

[Signature]  
(Signature of Applicant)

1-6-09  
(Date)

\*\*\*\*\*  
**PHYSICIANS STATEMENT**  
**PLEASE PRINT NATURE OF PATIENT'S HANDICAP**

X  
I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED 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 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).

\_\_\_\_\_  
(Print - Name of Physician)

\_\_\_\_\_  
(Print - Address of Physician)

\_\_\_\_\_  
(Signature of Physician)

\_\_\_\_\_  
(Physicians Phone #) (Date)

Handicapped State Plate # \_\_\_\_\_

Vehicle Tag # 25056 Year 2009

Regular State Plate # \_\_\_\_\_

Handicap State Card # TU 41137

\*\*\*\*\*  
YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.



# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: ISMAEL CHAVEZ

Applicant Address: 3545 S. CLINTON AVE

Applicant Phone #: \_\_\_\_\_

Applicant D/L #: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Vehicle Make: 98 MALIBU Vehicle Color: BLK

License Plate #: \_\_\_\_\_ Handicapped Placard #: TU41137

### Does Applicant Use:

Wheelchair \_\_\_\_\_ Walker \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

### Parking Availability:

Driveway NO Garage YES On Street YES Off Street NO

Notes: LIMITED PARKING / SCHOOL / SHORTER WALKING DISTANCE TO FRONT DOOR THAN GARAGE. DRIVES DAILY TO PHYSICAL THERAPY.

## APPLICANT INTERVIEW

Date: <u>3/3/09</u>	Time: <u>3/3/09</u>	Results: <u>APPROVED</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 3/3/09

Application Number:

Logged in Book: 3/3/09

603

# Berwyn Police Department

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

Incident#: 09-02782

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-02782
REPORT TYPE Incident Report	RELATED CAD # C09-011375	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 03/03/2009 12:49	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 3545 S CLINTON AV BERWYN, IL 60402		
TIME OF OCCURRENCE 03/03/2009 12:49	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES						
NAME Chavez, Ismael		DOB	AGE	ADDRESS		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE ( )
UCR			TYPE		RELATED EVENT #	

INVOLVED VEHICLES					
VEH/PLATE #	STATE IL	TYPF	INVOLVEMENT	VIN #	
YEAR 2009	MAKE	MODEL	COLOR Black	COMMENTS	

NARRATIVES			
PRIMARY NARRATIVE			
<p>In summary:</p> <p>Ismael Chavez resides at 3545 S. Clinton Ave Berwyn IL 60402 and suffers from . Ismael is which makes it difficult for him to walk. Ismael lives with his mother and father and is driven around on a daily basis. Ismael states that it is a shorter walking distance to the front of the address than to the rear. On street parking parking is limited due to the school being so close by and the buisness areas around Ogden Ave.</p> <p>Ismael Chavez meets the State requirements for being handicapped and also meets the City requirements for having handicapped signs.</p> <p>For the above listed reasons this Officer feels that this application should be approved at this time.</p>			
REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #

Berwyn Police Department

2009 MAR 10 A 9:45  
CITY OF BERWYN  
CLERK'S OFFICE

Michael A. O'Connor  
Mayor



Mark Weiner  
Third Ward Alderman  
(708) 484-7512  
[3rdward@Berwyn-il.gov](mailto:3rdward@Berwyn-il.gov)

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6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

March 23, 2009

Honorable Mayor Michael A. O'Connor and  
Members of the Berwyn City Council

RE: Handicap Request: Imelda Arambula #604  
2726 East Avenue

Mayor and City Council Members:

I concur with the investigating officer's recommendation to Deny the attached handicap sign application

Very truly yours,

Mark Weiner



We Serve and Protect

# BERWYN POLICE DEPARTMENT

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



TO:            HONORABLE MAYOR MICHAEL A. O'CONNOR AND  
                 MEMBERS OF THE BERWYN CITY COUNCIL

FROM:        BERWYN POLICE DEPARTMENT  
                 LOCAL ORDINANCE DIVISION

DATE:                            March 6, 2009

RE:            HANDICAPPED SIGN FOR:            Imelda Arambula #604

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

2726 EAST AVENUE

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc:            ALDERMAN MARK WEINER

# Berwyn Police Department

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

2009 MAR -3 P 37  
 CITY OF BERWYN  
 CLERK'S OFFICE

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 03-03-2009

Application #: 604

Name of Applicant: Imelda Arambula

Address: 2726 East Ave Berwyn Il, 60402

Telephone: '

Nature of Disability: -

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	-	
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	-	
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cane:	-	
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	-	
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number:	09-2781	

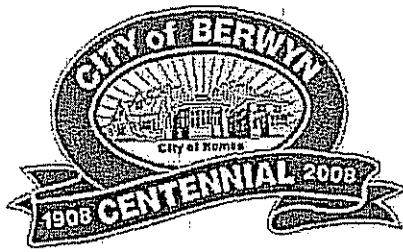
**Recommendation:** APPROVE  DENY  Reporting Officer: M. Schwanderlik #252

Comments:

Alderman:

Ward:

Michael A. O'Connor  
Mayor



Debi Suchy  
City Collector

New

1/21/09

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www.berwyn-il.gov

**2009 HANDICAP SIGN AFFIDAVIT**

PLEASE PRINT

Imelda Arambula  
(Name of Handicapped Person)

2726 EAST AVE  
(Address of Handicapped Person)

Imelda Arambula  
(Name of Applicant)

\_\_\_\_\_  
(Phone Number of Handicapped Person)

\*\*\*\*\*  
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.

Imelda Arambula  
(Signature of Applicant)

1-20-09  
(Date)

\*\*\*\*\*

PHYSICIANS STATEMENT

PLEASE PRINT NATURE OF PATIENT'S HANDICAP

I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED 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 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).

\_\_\_\_\_  
(Print Name of Physician)

\_\_\_\_\_  
(Print \_\_\_\_\_)

\_\_\_\_\_  
(Signature of Physician)

\_\_\_\_\_  
(Physicians Phone #) (Date)

\*\*\*\*\*  
Handicapped State Plate # \_\_\_\_\_ Vehicle Tag # 4368912 Year \_\_\_\_\_

Regular State Plate # \_\_\_\_\_ Handicap State Card # AF 26194

\*\*\*\*\*  
YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.





# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: IMELDA ARAMBULA

Applicant Address: 2726 EAST AVE

Applicant Phone #: \_\_\_\_\_

Applicant D/L #: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Vehicle Make: FORD Vehicle Color: BLK

License Plate #: \_\_\_\_\_ Handicapped Placard #: AF26194

### Does Applicant Use:

Wheelchair \_\_\_\_\_ Walker \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

### Parking Availability:

Driveway NO Garage YES On Street YES Off Street NO

Notes: LIMITED PARKING IN FRONT OF ADDRESS

## APPLICANT INTERVIEW

Date: <u>3/3/09</u>	Time: <u>1:00</u>	Results: <u>DENIED</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 3/3/09

Application Number:

Logged in Book: 3/3/09

604

# Berwyn Police Department

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

Incident#: 09-02781

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-02781
REPORT TYPE Incident Report	RELATED CAD # C09-011374	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 03/03/2009 12:48	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 2726 S EAST AV BERWYN, IL 60402		
TIME OF OCCURRENCE 03/03/2009 12:48	STATUS CODE	STATUS DATE	

## INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS			
Arambula, Imelda						
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
F						
UCR	TYPE			RELATED EVENT #		

## INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
	IL			
YEAR	MAKE	MODEL	COLOR	COMMENTS
2009			Black	

## NARRATIVES

### PRIMARY NARRATIVE

In summary:

Imelda Arambula who resides at 2726 East Ave Berwyn IL 60402 suffers from ( )  
Ms. Arambula is requesting handicapped signs be placed in front of her residence for convenience.

Ms. Arambula does not drive and is taken to places she needs to go. Ms Arambula owns the property and has a two car garage available for use with on street parking also.

Ms. Arambula meets the State Requirements for being handicapped but not all of the City requirements for having signs.

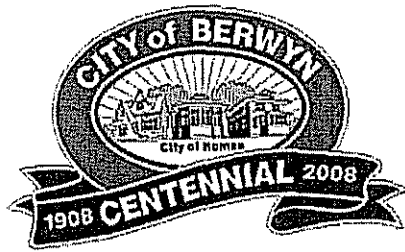
For the above listed reasons this Officer feels that this application should be denied at this time.

REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #
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Berwyn Police Department

2009 MAR 10 A 9:45  
CITY OF BERWYN  
CLERK'S OFFICE

KS  
Michael A. O'Connor  
Mayor



Debi Suchy  
City Collector

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910  
www.berwyn-il.gov

April 6, 2009

Honorable Mayor Michael A. O'Connor  
And Members of the City Council  
Berwyn City Hall  
Berwyn, Illinois 60402

Dear Mayor and Council Members:

Attached please find a list of business licenses which have been issued, by the Collector's Office, for the month of March, 2009. Included are storefronts, office phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending along with businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

A handwritten signature in cursive script that reads 'Debi B. Suchy'.

Debi B. Suchy  
City Collector  
DBS/sb

**BERWYN BUSINESSES - LICENSED IN MARCH, 2009 (STOREFRONTS)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Joe's Café	7003 W. 16th Street	Jose Baez	Restaurant (708) 484-7522
Cricket Wireless	6946 W. Cermak Road	Steve Lee	Communications (708) 484-9840
Kim's Kreations	6921 W. Stanley Avenue	Kimberly Faye Lark	Gift Store (708) 484-5945
Berwyn auto Sales	6301 W. Ogden Avenue	Victor Calvo	Used Car Sales (708) 749-8700
My Home Loan Rescuer & Tax Services, Inc.	2209-C S. Highland Avenue	Juan Rodela	Mortgage Services (708) 484-9754

**BERWYN BUSINESSES - LICENSED IN MARCH, 2009 ( PHONE USE ONLY)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
A. Canelo Landscaping	1920 S. Highland Avenue	Alberto Canelo, Jr.	Tree/Lawn Service (708) 795-6489
Ruben Puente, Jr., Masonry	2411 S. Gunderson Avenue	Ruben Puente, Jr.	Contractor (Masonry) (708) 420-2167
Mimar Construction	2305 S. East Avenue	Miguel Monsivais	Contractor (Genral) (708) 268-8976

**BUSINESS LICENSES ISSUED FOR MARCH, 2009  
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
TBS Construction, Inc.	31W325 Schoger Drive	TBS Construction, Inc.	Contractor (Cement)
Reliant Contractors	10528 Sacramento, Chicago	Rick Petty	Contractor (Electrical)
Goraflix, Inc.	600 County Line, Bensenville	Goraflix, Inc.	Contractor (Environmental)
Alko Construction & Devel.	1200 Ashland, Chicago	Alko Construction & Develop.	Contractor (General)
J. W. Ciraulo, Inc.	5236 Melvina, Chicago	J. W. Ciraulo, Inc.	Contractor (General)
Kryder Construction	8462 Jamesport, Rockford	Kryder Construction	Contractor (General)
Gateway Glazing, Inc.	3455 Stern, St. Charles	Gateway Glazing, Inc.	Contractor (Glazing/Glass Block)
S & S Mechanical Serv.	22014 Howell, New Lenox	S & S Mechanical Serv., Inc.	Contractor (HVAC)
M. Kaunas Masonry Const.	16323 135th, Lemont	M. Kaunas Masonry Constr.	Contractor (Masonry)
Brew Plumbing Co.	24428 Arrowhead, Manhattan	Brew Plumbing Co.	Contractor (Plumbing)
R. Di Foggio & Sam	5712 111th, Chicago Ridge	R. Di Foggio & Sam	Contractor (Plumbing)
Sunlight Mechanical	8807 Madison, Burr Ridge	Sunlight Mechanical	Contractor (Plumbing)
Juniors Home Rep-N-Impv	4811 Central, Stickney	John Weinert	Contractor (Sheet Metal)
Sager Sealant Corp.	708 Elm, LaGrange	Sager Sealant Corporation	Contractor (Waterproofing)
Stanely Rebacz Trucking	6400 River, Hodgkins	Stanley Rebacz Trucking, Inc.	Contractor (Wrecking)

***Application Review***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<i>Adriana's Closet</i>			(708)	11328
7022 W. 16th Street	Berwyn IL 60402	2/19/2009		
<i>Berwyn Transmissions &amp; Auto/Truck Rep.</i>			(708)	11393
6226 W. Ogden Avenue	Berwyn IL 60402	3/24/2009		
<i>C. F. Wood, LLC</i>			(708) 484-9510	10051
3208 S. Grove Avenue	Berwyn IL 60402	11/7/2007		
<i>Four R Entertainment</i>			(708) 484-4275	9926
3341 S. Highland Avenue	Berwyn IL 60402	9/7/2007		
<i>Green Clean</i>			(708) 543-9690	11216
1527 S. Highland Avenue	Berwyn IL 60402	11/13/2008		
<i>Kevinup, Inc.</i>			(708)	11138
6302 W. Cermak Road	Berwyn IL 60402	10/1/2008		
<i>Red Digital Service</i>			(708) 749-9700	11363
6322 W. Cermak Road	Berwyn IL 60402	3/10/2009		
<i>Roberto's Place</i>			(708)	11425
3244 S. Oak Park Avenue	Berwyn IL 60402	4/2/2009		
<i>Roosevelt Cappuccino Bar</i>			(630) 742-7800	11323
7005 W. Roosevelt Road	Berwyn IL 60402	2/17/2009		
<i>The Flamingo Café</i>			(708)	10324
6401 W. 16th Street	Berwyn IL 60402	5/13/2008		
<i>The Video People</i>	<i>Apt. 3W</i>		(708) 415-8457	11398
6746 W. 19th Street	Berwyn IL 60402	3/24/2009		
<i>Y And A Cleaners</i>	<i>Unit C</i>		(708)	11283
2209 S. Highland Avenue	Berwyn IL 60402	1/22/2009		
<b>Total Businesses . . . . .</b>				<b>12</b>

***Application Pending***

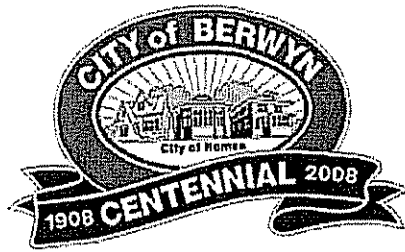
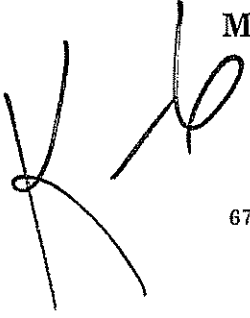
<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Bakery</i></b>			<b>(708)</b>	<b>11215</b>
6737 W. 26th Street	Berwyn IL 60402	11/13/2008		
<b><i>Brandos of Berwyn</i></b>			<b>(708)</b>	<b>10121</b>
6838 W. Windosr Avenue	Berwyn IL 60402	1/16/2008		
<b><i>Latter Rain Construction</i></b>			<b>(708)</b>	<b>11254</b>
6803 W. Roosevelt Road	Berwyn IL 60402	12/12/2008		
<b><i>My Little Sisters Clothes</i></b>			<b>(708)</b>	<b>11209</b>
2605 S. Ridgeland Avenue	Berwyn IL 60402	11/7/2008		
<b><i>Primos Pizzeria</i></b>			<b>(708) 484-6799</b>	<b>11191</b>
6233 W. Roosevelt Road	Berwyn IL 60402	10/27/2008		
<b><i>Restaurant</i></b>			<b>(708)</b>	<b>11276</b>
6737 W. 26th Street	Berwyn IL 60402	1/15/2009		
<b><i>Victor Barber Shop</i></b>			<b>(708)</b>	<b>9173</b>
6301 W. 26th Street	Berwyn IL 60402	4/1/2008		
<b>Total Businesses .....</b>				<b>7</b>



***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Alma Rodriguez Insurance Agency</i></b> 6938 W. Windsor Avenue Berwyn IL 60402	<b><i>Farmers Insurance</i></b> IL 60402	3/25/2009	(708) 795-4444	11288
<b><i>Anna's Bakery</i></b> 6737 W. 26th Street Berwyn IL 60402	IL 60402	3/12/2009	(708)	11369
<b><i>Chicagoland Adv Pain &amp; Headache Clinic</i></b> 6626 W. Cermak Road Berwyn IL 60402	<b><i>DBA Pro Clinics</i></b> IL 60402	4/1/2009	(708) 788-7246	11397
<b><i>Conception's</i></b> 6215 W. 26th Street Berwyn IL 60402	IL 60402	4/6/2009	(708)	11426
<b><i>Golden Homes Real Estate, Inc.</i></b> 6705 W. 26th Street Berwyn IL 60402	IL 60402	6/23/2008	(708)	10319
<b><i>Harlem Expresso</i></b> 7135 W. Windsor Avenue Berwyn IL 60402	IL 60402	3/9/2009	(708)	11319
<b><i>Learn &amp; Grow Childcare &amp; Development Ctr</i></b> 7115 W. Roosevelt Road Berwyn IL 60402	IL 60402	7/23/2008	(708) 749-8730	10978
<b><i>Little Caesar's, #1739</i></b> 6801 W. Ogden Avenue Berwyn IL 60402	IL 60402	4/2/2009	(708) 749-4174	11424
<b><i>Mac Neal Health Care</i></b> 2550 S. Oak Park Avenue Berwyn IL 60402	IL 60402	2/20/2009	(708) 783-7071	11330
<b><i>Marathon Gas Food Mart</i></b> 1600 S. Oak Park Avenue Berwyn IL 60402	<b><i>AKA Shreeji Berwyn, Inc.</i></b> IL 60402	10/15/2008	(708)	11073
<b><i>Mariscos Zihutanejo</i></b> 6713 W. 26th Street Berwyn IL 60402	IL 60402	3/6/2009	(708) 795-9400	11202
<b><i>Mobile Express</i></b> 6243 W. Cermak Road Berwyn IL 60402	IL 60402	3/25/2009	(708)	11365
<b><i>New Shanghai Chop Suey</i></b> 2141 S. Ridgeland Avenue Berwyn IL 60402	IL 60402	4/3/2009	(708) 484-0247	11394
<b><i>P &amp; G Corporation</i></b> 2211 S. Highland Avenue Berwyn IL 60402	IL 60402	3/27/2009	(708)	11373
<b><i>Spin City Laundromat</i></b> 7122 W. 16th Street Berwyn IL 60402	IL 60402	1/6/2009	(708) 637-4417	11120
<b><i>United Video</i></b> 2143 S. Ridgeland Avenue Berwyn IL 60402	IL 60402	4/1/2009	(708) 484-2007	11203
<b><i>USA Insurance Brokers</i></b> 6807 W. Roosevelt Road Berwyn IL 60402	IL 60402	1/19/2007	(708) 788-8822	9521
<b><i>Will Be Done Document Services</i></b> 6231 W. 26th Street Berwyn IL 60402	IL 60402	3/31/2009	(708)	11416
<b>Total Businesses .....</b>				<b>18</b>

**Michael A. O'Connor**  
Mayor



**Daniel J. LeBeau**  
Building Director

**A Century of Progress with Pride**

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

April 6, 2009

**Honorable Michael A. O'Connor**  
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 March, 2009, along with a copy of Permit Statistics for this same period.

Respectfully,



**Daniel LeBeau, Director**  
Building Department

**DL:cr**  
**Encs.**

# Report Of Building Permits Issued By The City Of Berwyn

Monday, April 06, 2009

Between: 3/1/2009 And 3/31/2009

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Yasiri Argueta & Reynaldo Perez 2212 S. Kenilworth Avenue	3/2/2009	Bldg-B 7247-0	\$8,000.00	\$180.00
Citizen's Community Bank 7025 W. Roosevelt Road	3/10/2009	Bldg-B 7248-0	\$900,000.00	\$14,967.50
JACK SHAY 6500 W. 28th Place	3/4/2009	Bldg-B 7249-0	\$72,500.00	\$1,715.00
Jose L. Giron 3023 S. Wesley Avenue	3/6/2009	Bldg-B 7250-0	\$1,000.00	\$240.00
Juan Quintero 1815 S. Clarence Avenue	3/9/2009	Bldg-B 7251-0	\$45,000.00	\$795.00
Norman Alexandroff 3417 S. Grove Avenue	3/11/2009	Gar-B 7252-0	\$9,995.00	\$190.00
Rogelia Mogana 2634 S. Highland Avenue	3/17/2009	Bldg-B 7253-0	\$2,000.00	\$525.00
Janet Heslop 2911 S. Kenilworth Avenue	3/23/2009	Bldg-B 7254-0	\$62,000.00	\$1,515.00
Mark A. Hernandez 3741 S. Oak Park Avenue	3/25/2009	Gar-B 7255-0	\$838.00	\$550.00
George Kopecki 6905 W. Roosevelt Road	3/26/2009	Bldg-B 7256-0	\$4,450.00	\$315.00
Randall & Karen Bacidore 2243 S. Euclid Avenue	3/27/2009	HVAC- 7257-0	\$11,537.00	\$250.00
W. Ritchie & M. Helbing 1412 S. East Avenue	3/19/2009	Bldg-R 4969-1	\$0.00	\$90.00
W. Ritchie & M. Helbing 1412 S. East Avenue	3/20/2009	Bldg-R 4969-2	\$0.00	\$50.00
W. Ritchie & M. Helbing 1412 S. East Avenue	3/30/2009	Bldg-R 4969-3	\$0.00	\$50.00
Gudelia Guerrero 2112 S. Wesley Avenue	3/30/2009	Gar-R 5084-1	\$0.00	\$30.00

# Report Of Building Permits Issued By The City Of Berwyn

Monday, April 06, 2009

Between: 3/1/2009 And 3/31/2009

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Abel &amp; Rosa Guzman</i>	1521 S. Wisconsin Avenue	RE ISSUE OF EXPIRED GARAGE PERMIT FOR PURPOSE OF ELECTRIC INSPECTION AND FINAL GARAGE INSP	3/30/2009	Gar-R 6061-1	\$0.00	\$30.00
<i>A &amp; Y Pantoja</i>	2730 S. Clarence Avenue	RE ISSUE OF EXPIRED NEW BSMT BATHROOM PERMIT FOR PURPOSE OF FINAL INSPECTIONS OF ELECTRIC PLUMBING AND BUILDING FINAL	3/2/2009	Bldg-R 6276-2	\$0.00	\$110.00
<i>Pablo Mann Jr.</i>	1830 S. Lombard Avenue	RE ISSUE OF EXPIRED PERMIT ( FROM 2004) FOR ELECTRICAL AND FINAL BUILDING INSPECTION	3/19/2009	Gar-R 6357-1	\$0.00	\$60.00
<i>Jesus Granados</i>	3631 S. Clinton Avenue	REISSUE OF EXPIRED PERMIT FOR FINAL INSPEXTIONS OF ELECTRIC, PLUMBING HVAC & BUILDING FINAL - FOR PERMIT B-6947 & L-38889	3/13/2009	Bldg-R 6947-1	\$0.00	\$140.00
<i>Huong &amp; Lanh Nguyen</i>	1628 S. Clinton Avenue	ADDITIONAL LVL BEAM INSPECTION NOT CHARGED FOR ON ORIGINAL PERMIT. REINSPECTION OF THE LVL BEAMS. ADDITIONAL ROUGH ELECTRICAL INSPECTION OF THE SUB FLOOR, OUTSIDE WALLS AND ATTIC.	3/2/2009	Bldg-R 7192-2	\$0.00	\$130.00
<i>Huong &amp; Lanh Nguyen</i>	1628 S. Clinton Avenue	PLUMBING CORRECTION & RE INSPECTION	3/13/2009	Bldg-R 7192-3	\$0.00	\$50.00
<i>Huong &amp; Lanh Nguyen</i>	1628 S. Clinton Avenue	RE-ISSUE FOR THE PURPOSE OF DON'S REVIEW.	3/26/2009	Bldg-R 7192-4	\$0.00	\$65.00
<i>Paul Michaud</i>	3609 S. Wisconsin Avenue	ROUGH HVAC, ROUGH PLUMBING AND ROUGH FRAMING REINSPECTIONS.	3/10/2009	Bldg-R 7213-1	\$0.00	\$150.00
<i>Norman Alexandroff</i>	3417 S. Grove Avenue	REISSUE OF PERMIT FOR PREPOUR INSPECTION OF NEW GARAGE FLOOR SLAB AND APRON	3/27/2009	Gar-R 7252-1	\$2,300.00	\$30.00
<b>24</b>	<b>Building Permits Issued During Period</b>		<b>Totals . . . . .</b>		<b><u>\$1,119,620.00</u></b>	<b><u>\$22,227.50</u></b>

# Permits Issued By The Building Department

Monday, April 06, 2009

Between: 3/1/2009 And 3/31/2009

<u>Building</u>	Permits Issued: 17	Cost of Improvements: \$1,094,950.00
<u>Dumpster</u>	Permits Issued: 9	Cost of Improvements: \$300.00
<u>Electrical</u>	Permits Issued: 24	Cost of Improvements: \$35,185.00
<u>Fence</u>	Permits Issued: 10	Cost of Improvements: \$12,147.00
<u>Garage</u>	Permits Issued: 6	Cost of Improvements: \$13,133.00
<u>HVAC</u>	Permits Issued: 13	Cost of Improvements: \$55,500.00
<u>Local Improvement</u>	Permits Issued: 191	Cost of Improvements: \$992,035.00
<u>Plumbing</u>	Permits Issued: 43	Cost of Improvements: \$97,717.50
<u>POD</u>	Permits Issued: 1	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 40	Cost of Improvements: \$183,061.00
<u>Sign</u>	Permits Issued: 6	Cost of Improvements: \$8,452.00
<b>Total Permits: <u>360</u></b>		<b>Total Improvements: <u>\$2,492,480.50</u></b>

## Fees Collected

Backfill Inspection	\$125.00
Building Permit	\$11,015.00
Local Improvement Permit	\$13,045.00

# Permits Issued By The Building Department

Monday, April 06, 2009

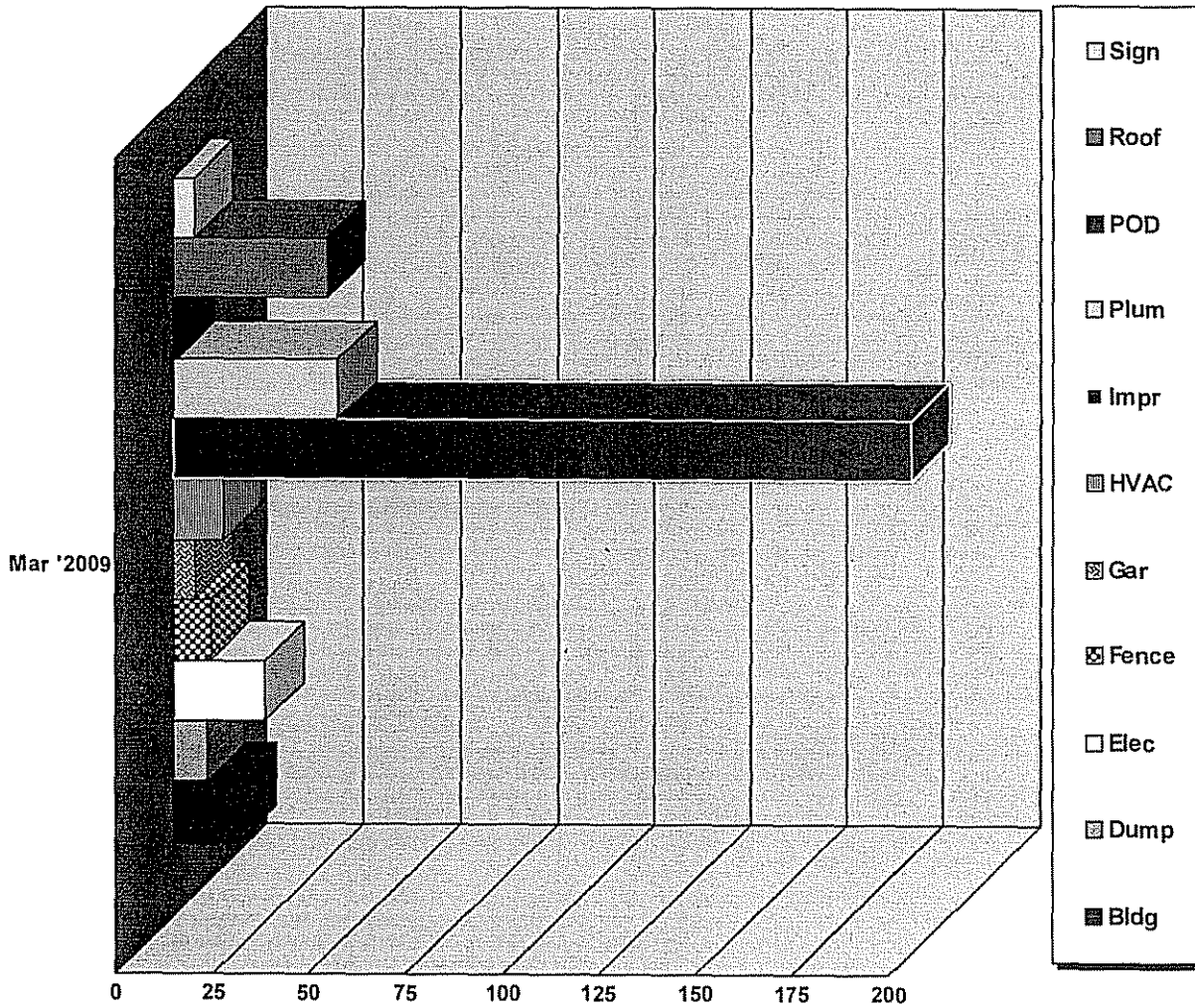
Between: 3/1/2009 And 3/31/2009

Electrical Fees	\$900.00
Electrical Inspection	\$3,670.00
Signs	\$710.00
Footing Inspection	\$125.00
Framing Inspection	\$2,000.00
Inspection	\$3,297.50
Fence Fees	\$275.00
Foundation Inspection	\$125.00
Plumbing Fees	\$1,220.00
Plumbing Inspection	\$3,280.00
Plumbing Inspection (Underground)	\$600.00
Post Hole Inspection	\$380.00
HVAC Permit	\$1,085.00
HVAC Inspection	\$2,225.00
Service Charge	\$1,230.00
Insulation/Fire Stopping Inspection	\$530.00
New Water Meter	\$3,275.00
Tap Fee	\$2,000.00
Demolition Fees	\$75.00
Dumpster	\$825.00
POD	\$25.00
Parkway Use	\$150.00
Parkway Inspection	\$270.00
Pre-Pour Inspection	\$1,440.00
Fine - Working Without Permit	\$3,750.00
Roof Covering Fees	\$2,580.00
Garage Permit	\$100.00
Cert. Of Compliance/ Occupancy	\$100.00
<b>Total Fees Collected . . . . .</b>	<b>\$60,427.50</b>

# Permits Issued

Monday, April 6, 2009 9:40 AM

For Period Beginning 3/1/2009 And Ending 3/31/2009



## Permit Detail

2009	March	Bldg	17
2009	March	Dump	9
2009	March	Elec	24
2009	March	Fence	10
2009	March	Gar	6
2009	March	HVAC	13
2009	March	Impr	191
2009	March	Plum	43
2009	March	POD	1
2009	March	Roof	40
2009	March	Sign	6

360

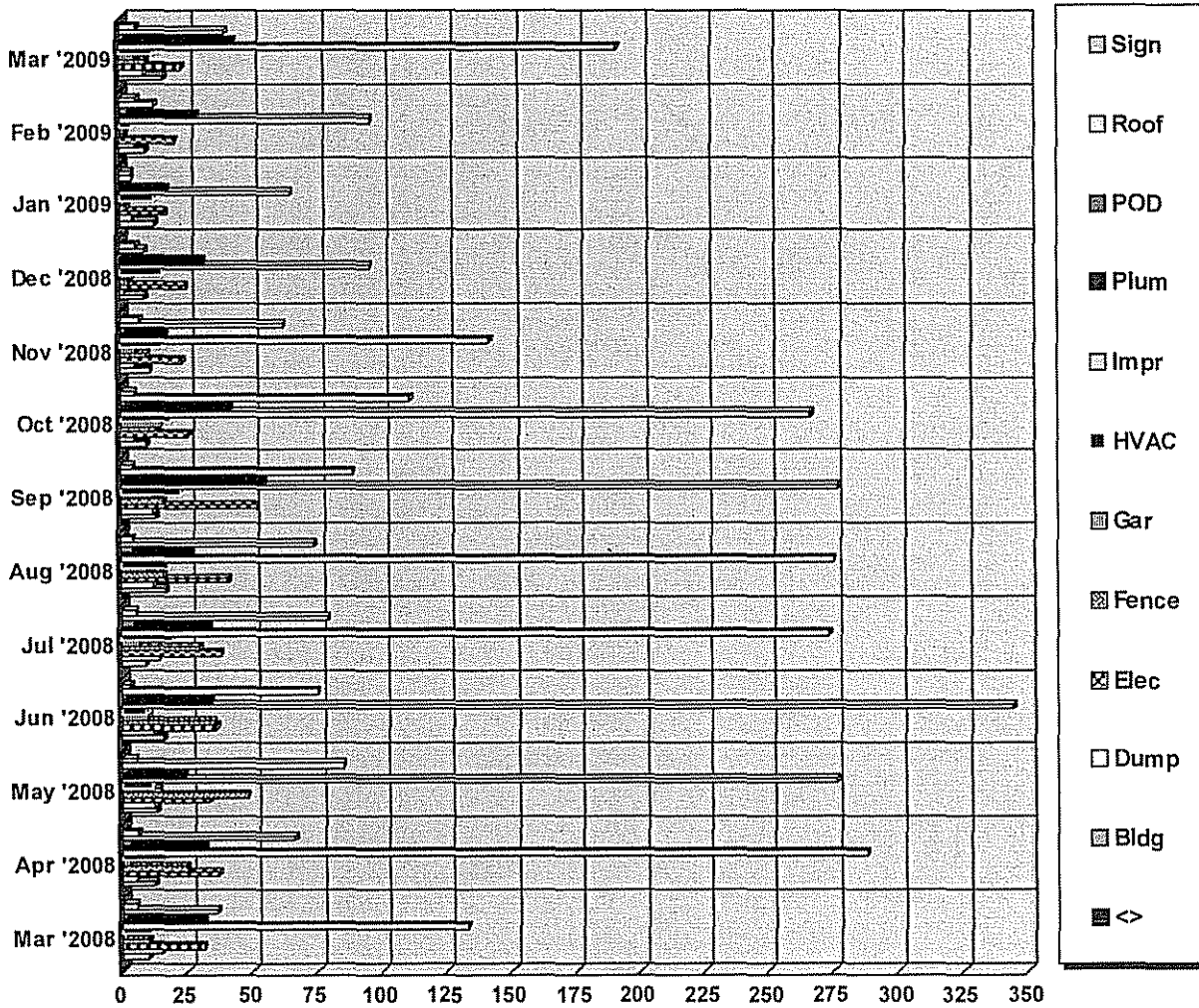
**Total Permits Issued**

**360**

# Permits Issued

Monday, April 6, 2009 9:44 AM

For Period Beginning 3/1/2008 And Ending 3/31/2009



## Permit Detail

2009	March	Bldg	17
2009	March	Dump	9
2009	March	Elec	24
2009	March	Fence	10
2009	March	Gar	6
2009	March	HVAC	13
2009	March	Impr	191
2009	March	Plum	43
2009	March	POD	1
2009	March	Roof	40
2009	March	Sign	6

360

2009	January	Bldg	13
2009	January	Dump	4
2009	January	Elec	17
2009	January	Fence	2
2009	January	Gar	1
2009	January	HVAC	13
2009	January	Impr	65
2009	January	Plum	18
2009	January	Roof	4
2009	January	Sign	4

141

2009	February		1
2009	February	Bldg	10
2009	February	Dump	6
2009	February	Elec	21
2009	February	Fence	1
2009	February	Gar	1
2009	February	HVAC	4
2009	February	Impr	96
2009	February	Plum	29
2009	February	POD	3
2009	February	Roof	13
2009	February	Sign	6

191

2008	December	Bldg	9
2008	December	Dump	1
2008	December	Elec	25
2008	December	Fence	3
2008	December	Gar	4
2008	December	HVAC	16
2008	December	Impr	96
2008	December	Plum	32
2008	December	Roof	9
2008	December	Sign	6

201



Permit Detail

2008	November	Bldg	11
2008	November	Dump	5
2008	November	Elec	24
2008	November	Fence	10
2008	November	Gar	6
2008	November	HVAC	16
2008	November	Impr	142
2008	November	Plum	17
2008	November	POD	1
2008	November	Roof	62
2008	November	Sign	7

301

2008	October	Bldg	10
2008	October	Dump	5
2008	October	Elec	26
2008	October	Fence	13
2008	October	Gar	15
2008	October	HVAC	19
2008	October	Impr	266
2008	October	Plum	42
2008	October	POD	2
2008	October	Roof	111
2008	October	Sign	5

514

2008	September		1
2008	September	Bldg	13
2008	September	Dump	12
2008	September	Elec	52
2008	September	Fence	16
2008	September	Gar	11
2008	September	HVAC	23
2008	September	Impr	277
2008	September	Plum	55
2008	September	POD	2
2008	September	Roof	89
2008	September	Sign	4

555

2008	August		1
2008	August	Bldg	17
2008	August	Dump	12
2008	August	Elec	41
2008	August	Fence	16
2008	August	Gar	10
2008	August	HVAC	18
2008	August	Impr	275
2008	August	Plum	27
2008	August	POD	4
2008	August	Roof	74
2008	August	Sign	4

499

2008	July	Bldg	9
2008	July	Dump	14
2008	July	Elec	38
2008	July	Fence	30
2008	July	Gar	7
2008	July	HVAC	20
2008	July	Impr	273
2008	July	Plum	33
2008	July	POD	4
2008	July	Roof	79
2008	July	Sign	5

512

2008	June		1
2008	June	Bldg	16
2008	June	Dump	12
2008	June	Elec	36
2008	June	Fence	35
2008	June	Gar	10
2008	June	HVAC	9
2008	June	Impr	344
2008	June	Plum	34
2008	June	POD	1
2008	June	Roof	75
2008	June	Sign	3

576

2008	May	Bldg	13
2008	May	Dump	12
2008	May	Elec	33
2008	May	Fence	48
2008	May	Gar	14
2008	May	HVAC	11
2008	May	Impr	276
2008	May	Plum	24
2008	May	POD	2
2008	May	Roof	85
2008	May	Sign	5

523

2008	April	Bldg	12
2008	April	Dump	5
2008	April	Elec	37
2008	April	Fence	25
2008	April	Gar	3
2008	April	HVAC	17
2008	April	Impr	288
2008	April	Plum	32
2008	April	POD	3
2008	April	Roof	66
2008	April	Sign	6

494

2008	March	Bldg	10
2008	March	Dump	15
2008	March	Elec	31
2008	March	Fence	10
2008	March	Gar	1
2008	March	HVAC	11
2008	March	Impr	133
2008	March	Plum	31
2008	March	POD	1
2008	March	Roof	36
2008	March	Sign	5

284

*Permit Detail*

**Total Permits Issued**      **5151**

K-7

***Linda Ellis***

*3522 South Maple Avenue*

*Berwyn, IL 60402*

*708-795-4563*

*lellis4563@sbcglobal.net*

*March 19, 2009*

City Council  
City of Berwyn

Re: Potential Multi-Block Garage Sale  
Saturday, April 18, 2009

I have recently asked the residents of Maple Avenue from Windsor to Ogden Avenue if they would like to participate in a one-day garage sale as a group.

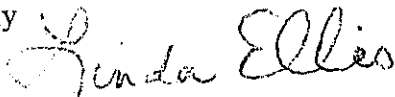
At this time, six homes have expressed interest in participating. However, human nature being what it is, I would expect that other residents may decide they want to participate as the weather warms up and the date gets closer.

Therefore, out of an abundance of caution, I am requesting City Council approval for this event.

I understand – and have so informed the other residents – that each home must have its own permit, in addition to the City Council approval.

If there are any questions about this, please don't hesitate to give me a call.

Sincerely



Linda Ellis

Original applications for each resident are on file in the City Clerk's Office for review