

City of Berwyn

City Council Meeting

NOVEMBER 24, 2009

BERWYN CITY COUNCIL MEETING
NOVEMBER 24, 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.

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG MTG.11/10/09 – COW 11/10/09
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. CERMAK RD TIF DIST AMENDMENT-(3) ORD.
 - 2. ROOSEVELT RD TIF DIST. AMENDMENT (3) ORD.-
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. APPT-CLEAN CITY COMMISSION MEMBERS
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. 2010 CITY COUNCIL MEETINGS & HOLIDAY SCHEDULE
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. DEFER-CITY OF BERWYN & BERWYN MAIN ST. AGREEMENT
 - 2. BERWYN MAIN STREET-AMENDED AGREEMENT
 - 3. PUB. WKS COMM.-REMOVE ITEM #21-7/28/09 FROM REFERRAL LIST.
 - 4. PRKNG & TRAFFIC COMM.-MATTERS DISCUSSED NOT ON REFERRAL LIST
 - 5. BUS. LIC & TAXATION COMM.-BLDG DEPT SUGGESTED FEE INCREASES
- (J) STAFF REPORTS
 - 1. CITY ADMINISTRATOR-RECOMMEND CLEANING SERVICES
 - 2. CITY ADMINISTRATOR-RECOMMEND CLEANING SUPPLY CO.
 - 3. CITY ADMINISTRATOR-RECOMMEND INCREASE IN LICENSE FEES
 - 4. LAW -08M1301017 (CIRCUIT COURT OF COOK COUNTY)
 - 5. LAW-AMEND-CLEAN CITY COMMISSION ORDINANCE

6. LAW/BDC-LICENSE & INDEMNIFICATION AGREEMENT-LA NOTTE CAFE
7. FINANCE DIR-2009 AUDIT CONTRACT
8. IT DIR. RENEWAL OF CITY COPIER AGREEMENT/ COTG
9. TRAFFIC ENGINEER-PRKNG CHANGES TO GROVE AVE FROM 34TH ST TO WINDSOR AVE.
10. PUB WKS DIR. RECOMMEND AWARD FOR SALT STORAGE FACILITY
11. PUB WKS DIR-2010 MFT AUTHORIZATION, RESOL, MANAGEMENT AGR.

(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-11/11/09-\$975,491.88
2. BUDGET CHAIRMAN-PAYABLES-11/24/09-\$1,066,603.70
3. MAYOR-RESOL-NATIONAL HUNGER & HOMELESSNESS AWARENESS WK
4. SBEF-KELLY MILLER CIRCUS-9/9/2010
5. AVILA-HANDICAP SIGN-M. ALVERADO-1621 HOME AVE-APPROVE

ITEMS SUBMITTED ON TIME 26



THOMAS J. PAVLIK - CITY CLERK

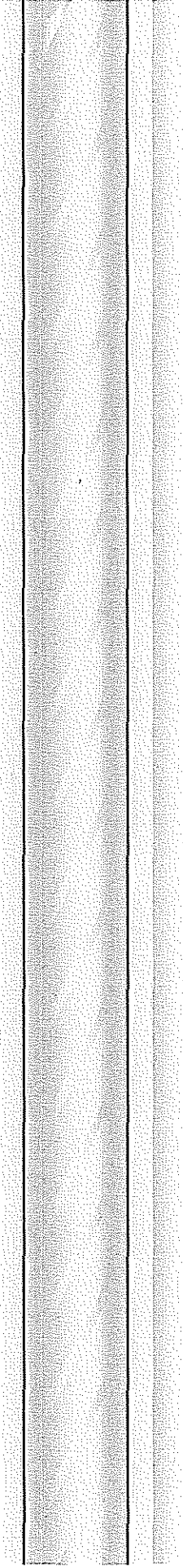
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- A Pledge of Allegiance-Moment of Silence**
 - B. Open Forum**
(Topic Must Not Be on The Agenda)

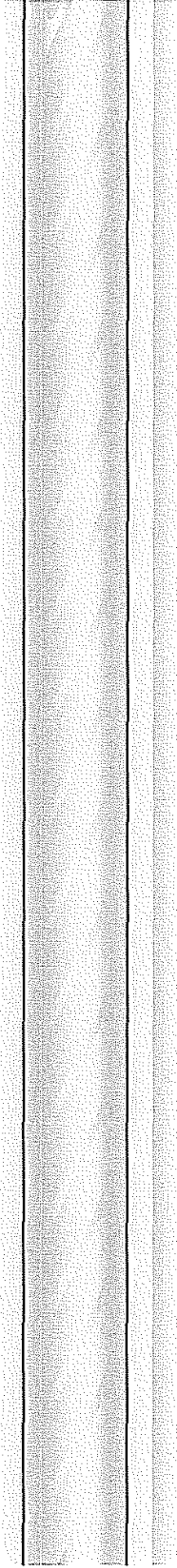
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**C. Presentation of Previous
Meeting Minutes for Approval**

C-1

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
NOVEMBER 10, 2009

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:10 p.m. Upon the call of the roll, the following responded present: Boyajian, Paul, Skryd, Santoy, Polashek, Avila, Laureto. Absent: Chapman. The Mayor noted that Alderman Chapman is present and in the building and declared a quorum present and the meeting duly convened for further business. Alderman Chapman present at 8:11 p.m.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the safety of the men and women serving our city and for the deceased Alice Rose Svec, mother in law of Fire Lieutenant Ken Fron, and for the veterans who served to make our country free.
3. The Open Forum portion of the meeting was declared. The Mayor recognized Gerry Nikrasch, 2227 Wesley complained regarding Post Office truck traffic from the alley next to her home.
4. The minutes of the regular City Council meeting and the Committee of the Whole of October 27, 2009 were submitted. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote with Skryd abstaining.
5. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forth item F-1, F-2, J-1, and J-2. The motion carried by a voice vote.
6. A deferred proclamation from the Mayor regarding Berwyn School Board Day. After reading, Chapman made a motion, seconded by Laureto, to concur and **adopt** the proclamation as presented. The motion carried by a voice vote. Thereafter, the Mayor recognized all school board members present and presented the proclamation to each district president with congratulations from the Berwyn City Council.
7. The Mayor submitted a proclamation honoring Jerry Stechmiller, retiring Lieutenant of the Fire Department. After reading, Skryd made a motion, seconded by Boyajian, to concur and **adopt** the proclamation as presented. The motion carried by a voice vote. Thereafter, the Mayor recognized Lieutenant Stechmiller and thanked him for his years of service to the city.

8. The Berwyn Fire Chief submitted a communication regarding the seniority promotion of James Farnsworth to the rank of Engineer. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve as submitted. The motion carried by a voice vote.
9. The Berwyn Fire Chief submitted a communication regarding the Illinois Fire Inspectors award to Firefighter Mario Manfredini. After reading, Skryd made a motion, seconded by Polashek, to accept the matter as informational. The motion carried by a voice vote. Thereafter, Mayor Lovero recognized Firefighter Manfredini and recognized him for his achievement.
10. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth items I-4 and I-5. The motion carried by a voice vote. Item I-4 is a communication from the Fire and Police Board regarding the promotion of Firefighter, Joseph P. Lotito, Jr. to Lieutenant. Thereafter, Skryd made a motion, seconded Polashek, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, the Mayor recognized and congratulated Lieutenant Lotito.
11. The Fire and Police Commissioners submitted a communication regarding the appointment of Daniel Shaughnessy to the position of Probationary Firefighter. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Mayor Lovero recognized and congratulated Probationary Firefighter Shaughnessy. Thereafter, the Clerk administered the oath of office.
12. The Berwyn Development Corporation submitted a TIF application for Taco Yo Taqueria, 6629 W. Roosevelt Road. Thereafter, Laureto made a motion, seconded by Avila, to concur and approve in an amount not to exceed \$43,500. The motion carried by a unanimous roll call vote.
13. The Berwyn Development Corporation submitted a request for Public Works Equipment for the Parking Deck. Thereafter, the Mayor recognized the new Public Works Director Schiller, who made the request for the equipment, and was available for questions from Council. After discussion, Chapman made a motion, seconded by Boyajian, to concur and approve for payment in an amount not to exceed \$157,053.60. The motion carried by a unanimous roll call vote.
14. The Mayor submitted a proclamation regarding National Hunger and Awareness Week, November 15th through November 21, 2009. After

reading, Skryd made a motion, seconded by Avila, to concur and **adopt** the proclamation as presented. The motion carried by a voice vote.

15. The City Clerk submitted a communication requesting the approval of Closed Committee of the Whole minutes of October 6th and October 13, 2009 as reviewed in Closed Session on October 27, 2009. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote with Skryd abstaining.
16. The City Clerk submitted a communication regarding the appointments of Mario Lavorato and Jeffrey Janda to the Dollars for Scholars Committee, which will increase the number of members from 5 to 7. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve the appointments as submitted. The motion carried by a voice vote.
17. A deferred communication from Alderman Skryd regarding East/West alley south of Cermak Road between Wesley and Clarence Avenues. Thereafter, Skryd made a motion, seconded by Laureto, to defer the matter generally. The motion carried by a voice vote.
18. Alderman Santoy submitted a communication regarding "No Parking" designation on Ridgeland Avenue. After discussion, Santoy made a motion, seconded by Boyajian, to concur and refer to the Law Department to draft ordinance. The motion carried by a unanimous roll call vote.
19. Alderman Skryd submitted a communication regarding an amendment for the Clean City Commission, Ordinance No. 08-68 29990.02. Thereafter, Skryd made a motion, seconded by Avila, to refer to the Law Department to amend ordinance. The motion carried by a voice vote.
20. The Business License and Taxation Committee submitted a report on a meeting held November 5, 2009 regarding suggested increases on collections for Passenger Vehicles, Transfer of License; Loss of Plate or Sticker, Business Licenses, Animal Licenses, Commuter Permits, and Liquor License. Thereafter, Santoy made a motion, seconded by Avila, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
21. The Business License and Taxation Committee submitted a report on a meeting held November 5, 2009 with the recommendation that suggested increases for Contractor license prices be referred to the Committee of the Whole. Thereafter, Santoy made a motion, seconded by Avila, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.

22. The Executive Director of Berwyn Main Street submitted a communication regarding the City of Berwyn and Berwyn Main Street Agreement. Thereafter, Skryd made a motion, seconded by Polashek, to defer the matter for 2 weeks. The motion carried by a voice vote.
23. The Executive Director of Berwyn Main Street submitted a communication regarding the Berwyn Main Street/NBPD "Miracle on 22nd" Holiday Event scheduled for December 5, 2009. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
24. The Fire Chief submitted a communication recommending the disposal of the 1982 Seagrave Reserve Fire Engine. Thereafter, Chapman made a motion, seconded by Polashek, to refer to the Finance Director for disposal. The motion carried by a voice vote.
25. The Assistant Fire Chief submitted a communication regarding a payment request for construction at the 16th Street firehouse. Thereafter, Skryd made a motion, seconded by Avila, to concur in the recommendations for payment. The motion carried by a unanimous roll call vote.
26. The Public Works director submitted a communication regarding a recommendation for Salt Storage Facility. Thereafter, the Mayor recognized Public Works director, Schiller, who was available for questions. After discussion, Chapman made a motion, seconded by Laureto, to concur with the recommendation to waive the bidding process. The motion carried by the following roll call: Yeas: Chapman, Boyajian, Skryd, Santoy, Polashek, Avila, Laureto. Nays: Paul
27. The City Administrator submitted a communication requesting permission to go out for bid for the Animal Impoundment Services for the City. Thereafter, Chapman made a motion, seconded by Boyajian, to concur. The motion carried by a unanimous roll call vote.
28. The Law department submitted a communication with an attached Intergovernmental Agreement between the City of Berwyn and the Town of Cicero regarding parking on Lombard Avenue. Thereafter, Chapman made a motion, seconded by Laureto, to accept the matter as informational. The motion carried by a voice vote.
29. Consent Agenda items K-1 through K-6 were submitted.
K-1-Budget Chair submitted the payroll for October 10, 2009 in the amount of \$818,625.05

K-2-Budget Chair submitted the payables for November 10,2009 in the amount of \$2,170,529.31

K-3-The Collection and Licensing submitted the business licenses issued in October 2009

K-4-The Building Director submitted the building permits issued in October 2009

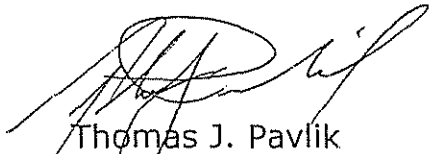
K-5-Alderman Santoy, handicap sign request for F. Kukla, 1303 Highland, **Approve**

K-6-Alderman Polashek, handicap sign request for L. Fitzpatrick, 1510 Scoville, **Approve**

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

30. Alderman Paul called a Parking and Traffic Committee meeting for Monday, December 14, 2009 @5:30 p.m.
31. Alderman Skryd called an Administration Committee meeting for Tuesday, December 1, 2009 @ 5:30 p.m.
32. There being no further business to come before the meeting, same was, after a motion by Laureto, seconded by Avila, to adjourn at the hour of 9:08 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

COMMITTEE OF THE WHOLE
NOVEMBER 10, 2009

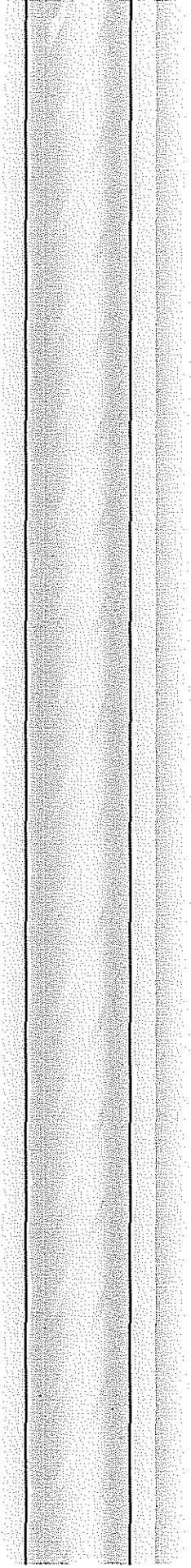
1. The Committee of the Whole was called to order by Mayor Lovero at 6:30 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Santoy, Polashek, Avila, Laureto. Absent: Skryd.
2. Chapman made a motion, seconded by Boyajian, to excuse Alderman Skryd. The motion carried by a voice vote.
3. The Mayor recognized Tony Griffin from the Berwyn Development Corporation regarding the second phase of the Municipal Parking Deck, Leasing Strategy and Retail Space Build-Out, see attached memo regarding same. Griffin reviewed with three options
 1. Solicit leases in the space's current condition and tenant responsible for build-out
 2. City complete general improvements to create vanilla boxes for each of the retail bays and work with commercial broker to attract tenants,
 3. Sell off the retail section of the building to a third party developer as I in order for private sector to bring about commercial tenants.Griffin continued to review assessment of space and commercial space utilization and the responsibility for finding tenants. The BDC would also like consideration for space to use to house the BDC operations and Chamber of Commerce Services and using 1500 square feet as a "retail incubator" space for new entrepreneurial efforts.
Alderman Skryd present at 6:40 p.m.
The Mayor asked for City Council preference and if option #2 is viable. After discussion, consensus 8-0 in favor of option #2 with the City completing general improvements to create vanilla boxes for each of the retail bays and work with commercial broker to attract tenants.
The Mayor then asked for a consensus for BDC's occupying one of the spaces, consensus, 8-0 in favor.
4. The Mayor asked for a motion to close the Committee of the Whole for land acquisition, pending litigation, and contract negotiation at 7:00 p.m. The motion carried by a voice vote.
5. Skryd made a motion, seconded by Santoy, to reopen the Committee of the Whole at 8:07 p.m. The motion carried by a voice vote.
6. Boyajian made a motion, seconded by Avila, to adjourn the Committee of the Whole at 8:07 p.m. The motion carried by a voice vote.

Respectfully submitted,

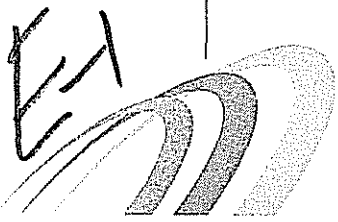

Thomas J. Pavlik, City Clerk



D. Bid Openings Tabulations



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



berwyn development
CORPORATION

November 20, 2009

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

Re: Cermak Road TIF District Amendment

Dear Mayor and City Council,

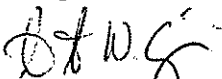
City Council is requested to adopt three (3) ordinances to amend the Redevelopment Plan and Project of the City's Cermak Road Tax Increment Finance (TIF) District in accordance with the Illinois Tax Increment Finance Redevelopment Act. Those draft ordinances accompany this letter. A motion is needed for each of the three Ordinances.

The three attached ordinances, prepared in coordination with legal counsel, Kane McKenna & Associates, and the BDC, would amend the budget contained in the Redevelopment Plan for the Cermak Road TIF District. Additionally, this amendment removes one parcel from the boundary of the Cermak road TIF district.

This amendment does not change the length of time for the TIF district which is set to expire in property tax year 2010.

In recent months, the City conducted a public meeting, a Joint Review Board meeting, publicly advertised the amendments, and held a public hearing prior to bringing the ordinances forward for City Council consideration, as set forth under state statute.

Respectfully submitted,


Anthony W. Griffin

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**CITY OF BERWYN
CLERK'S OFFICE**

Memo

To: Mayor and Aldermen
From: Tom Pavlik
CC:
Date: 11-20-09
Re: E-1 Cermak Road TIF Ordinance Amendment Exhibits

Please note: The Ordinance Amending the Cermak Road TIF District is attached. The exhibits were over 142 pages and **ARE NOT INCLUDED IN YOUR PACKET. They maybe viewed on the City Web Site at http://www.berwyn-il.gov/pdf/Clerk/CERMAK_RD-TIF_ORDINANCE.pdf**

ORDINANCE _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CERMAK (BERWYN THEATER) REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 1987, the Mayor and the City Council (collectively, the “Corporate Authorities”) adopted a series of ordinances, as supplemented and amended in 1997 and 2000, designating a redevelopment project area known as the Cermak (Berwyn Theater) Redevelopment Project Area of the City (the “Redevelopment Project Area”), approving a redevelopment plan and project for the Redevelopment Project Area and adopting tax increment allocation financing; and

WHEREAS, the City desires to alter the boundaries of the Redevelopment Project Area to remove a parcel and has amended the tax increment allocation financing plan budget and the equalized assessed valuation, which amendments are authorized under Section 11-74.4-5 of Division 74.4 of Article 11 of the Illinois Municipal Code, known as the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”); and

WHEREAS, it is desirable and in the best interests of the residents of the City for the City to implement tax increment allocation financing pursuant to the Act for a proposed redevelopment plan (the “Amended Redevelopment Plan”) and a proposed redevelopment project (with the Amended Redevelopment Plan, the “Amended Redevelopment Plan and Project”) within the municipal boundaries of the City and within the proposed redevelopment

project area (the “Amended Redevelopment Project Area”) described in Section 3 of this Ordinance; and

WHEREAS, the Corporate Authorities have heretofore by ordinance approved the Amended Redevelopment Plan and Project, which Amended Redevelopment Plan and Project were identified in such ordinance and were the subject, along with the Amended Redevelopment Project Area, of a public hearing held on November 10, 2009, and it is now necessary and desirable to amend the Redevelopment Project Area and designate the Amended Redevelopment Project Area as a redevelopment project area pursuant to the Act; and

WHEREAS, the Amended Redevelopment Project Area constitutes in the aggregate more than one and one-half (1½) acres; and

WHEREAS, the Corporate Authorities hereby find that there exist conditions that cause the Amended Redevelopment Project Area to be subject to designation as a redevelopment project area under the Act and to be classified as a “blighted area” as defined in Section 11-74.4-3(a) of the Act; and

WHEREAS, the Corporate Authorities hereby find that the Amended Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Amended Redevelopment Plan; and

WHEREAS, the Corporate Authorities hereby find that the parcels of real property in the Amended Redevelopment Project Area are contiguous, and only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements are included in the Amended Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have otherwise complied with all conditions precedent required by the Act including, without limitation, giving proper notice, convening a joint review board and conducting a public hearing in accordance with the provisions of the Act; and

WHEREAS, the Corporate Authorities find that it is in the best interests of its residents to amend the Redevelopment Project Area by removing a parcel therefrom and to designate the Amended Redevelopment Project Area as a redevelopment project area pursuant to the Act.

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

Section 1. That the foregoing recitals to this Ordinance are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. The deleted parcel shall be and is hereby deleted from the Redevelopment Project Area in connection with the Amended Redevelopment Plan and Project. The Redevelopment Project Area shall be and is hereby amended by the removal of a parcel therefrom. A copy of this Ordinance shall be attached to the Amended Redevelopment Plan and Project to effect the amendments hereby, but any failure to so attach this Ordinance shall not abrogate, diminish, impair or delay the effect of such amendment. Upon adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance, together with the property index number for the deleted parcel, with the County Clerk of the county in which any part of the Amended Redevelopment Project Area is located and obtain a revised initial equalized assessed value certification for the Amended Redevelopment Project Area.

Section 3. That the Amended Redevelopment Project Area, as legally described in Exhibit A, attached hereto and incorporated herein as if set out in full by this reference, is hereby

designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the Amended Redevelopment Project Area is described in Exhibit B, attached hereto and incorporated herein as if set out in full by this reference. The map of the Amended Redevelopment Project Area is depicted on Exhibit C, attached hereto and incorporated herein as if set out in full by this reference. 1987 and 1997 shall be the years that the county clerk shall use for determining the total initial equalized assessed value of the Amended Redevelopment Project Area consistent with Section 11-74.4-9 of the Act. A list of the parcel or tax identification number of each parcel of property included in the Amended Redevelopment Project Area is set forth in Exhibit D, attached hereto and incorporated herein as if set out in full by this reference.

Section 4. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2009.

AYES ____ NAYS ____ ABSENT ____

APPROVED by me this ____ day of _____, 2009.

Mayor

ATTEST:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION OF THE AMENDED REDEVELOPMENT PROJECT AREA

Lot A and Lot B and Lots 27 through 36 inclusive, and Lots 89 through 98 inclusive, together with the adjacent public roadways and alleyways in Berwyn Manor, a Subdivision in the South one half of the Southeast one quarter of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian

AND

The South 14.49 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.0 feet of Lot 27 in Block 5; the South 14.55 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.51 feet of Lot 27 in Block 6; the South 14.65 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.57 feet of Lot 27 in Block 7; and the South 14.71 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.66 feet of Lot 27 in Block 8, together with the adjacent public roadways and alleyways in B. Pinkert and Sons 22nd Street Subdivision of Lot 6 (except the North 66 feet) in Circuit Court partition of the West one half of the Southwest one quarter and the West one half of the Northwest one quarter of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 8 inclusive in Block 1 and Lots 1 through 9 inclusive in Block 2, together with the adjacent public roadways and alleyways, in Groh and Christians Subdivision in Section 30, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 and 2 in Block 7 and Lots 1 and 2 in Block 8, together with the adjacent public roadways and alleyways in the Subdivision of Blocks 7 and 8 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 10 inclusive, together with the adjacent public roadways and alleyways in Block 6 in Henry H. and Jessie S. Walker's Subdivision of Blocks 5 and 6 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Added Area

The Added Area is located adjacent to the Original Project Area generally bounded on the west by Harlem Avenue, on the north by the alley north of the area known as the Vacin Fairway, on the east by Gunderson Avenue and on the south by the alley south of Cermak Road; excepting therefrom the frontage along the south side of Cermak Road between Harlem Avenue on the west and Home Avenue on the east. The boundaries of the Added Area are shown in Figure 1b, *Boundary Map: Added Area*, and legally described as follows:

That part of the southwest quarter and the southeast quarter of Section 19, and the northwest quarter and the northeast quarter of Section 30, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; bounded and described as follows:

Beginning at the southwest corner of the southwest quarter of Section 19; thence north to the extended south line of Lot 493 of Berwyn Gardens, a subdivision in the south half of the southwest quarter of Section 19; thence east along the south line and south line extended of Lots 493 and 479 of said Berwyn Gardens to a point on the west line of Maple Avenue; thence continuing east to the southwest corner of Lot 428 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 428 and 414 of said Berwyn Gardens to a point on the west line of Wisconsin Avenue; thence continuing east to the southwest corner of Lot 363 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 363 and 349 of said Berwyn Gardens to a point on the west line of Wenonah Avenue; thence continuing east to the southwest corner of Lot 298 of said Berwyn Gardens; thence continuing

east along the south line and south line extended of Lots 298 and 284 of said Berwyn Gardens to a point on the west line of Home Avenue; thence continuing east to the southwest corner of Lot 233 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 233 and 219 of said Berwyn Gardens to a point on the west line of Clinton Avenue; thence continuing east to the southwest corner of Lot 168 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 168 and 154 of said Berwyn Gardens to a point on the west line of Kenilworth Avenue; thence continuing east to the southwest corner of Lot 103 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 103 and 90 of said Berwyn Gardens to a point on the west line of Grove Avenue; thence continuing east to the southwest corner of Lot 39 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 39 and 26 of said Berwyn Gardens to the west line of Oak Park Avenue; thence continuing east to the southwest corner of Lot 475 of Berwyn Manor, a subdivision in the south half of the southeast quarter of Section 19; thence continuing east along the south line and south line extended of Lots 475 and 462 of said Berwyn Manor to a point on the west line of Euclid Avenue; thence continuing east to the southwest corner of Lot 411 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 411 and 398 of said Berwyn Manor to a point on the west line of Wesley Avenue; thence continuing east to the southwest corner of Lot 347 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 347 and 336 of said Berwyn Manor to a point on the west line of Clarence Avenue; thence continuing east to the southwest corner of Lot 285 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 285 and 274 of said Berwyn Manor to a point on the west line of East Avenue; thence continuing east to the southwest corner of Lot 223 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 223 and 212 of said Berwyn Manor to a point on the west line of Scoville Avenue; thence continuing east to the southwest corner of Lot 161 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 161 and 150 of said Berwyn manor to the west line of Gunderson Avenue; thence south along the west line of Gunderson Avenue to a point on the northeast corner of Lot 37 in Block 3 of Groh and Christian's Subdivision in Section 30-39-13; thence west along the north line and north line extended of Lots 37 and 10 of said Block 3 to a point on the east line of Scoville Avenue; thence continuing west to the northeast corner of Lot 37 in Block 4 of said Groh and Christian's Subdivision; thence continuing west along the north line and north line extended of Lots 37 and 10 of said Block 4 to the east line of East Avenue; thence continuing easterly to the northeast corner of Lot 5 in Chicago Title and Trust Company's Subdivision of the east 30 acres of the west half of the northeast quarter of

Section 30; thence continuing easterly along the north line and north line extended of said Lot 5 and Lot 6 in J. Klickman's Resubdivision to the east line of Clarence Avenue; thence south along the east line of Clarence Avenue to the southwest corner of Lot 9 in said J. Klickman's Resubdivision; thence west along a straight line, extending across Clarence Avenue and across Lot 3 of said Chicago Title and Trust Company's Subdivision, to a point on the southeast corner of Lot 8 in Kilma's Subdivision of Lots 1 and 2 in Partition of the west 51.49 acres of the west half of the northeast quarter and the east 41 acres of the east half of the northwest quarter of Section 30; thence north along the east line of Lot 8, Lot 7, Lot 6 and Lot 5 to the northeast corner of Lot 5, all in said Kilma's Subdivision; thence west along the north line of said Lot 5 to the Northeast corner of Lot 1 in Block 3 of said Kilma's Subdivision; thence west along a line parallel with the south line of Cermak Road to a point on the northwesterly line of Riverside Drive; thence northeasterly along the northwesterly line of Riverside Drive to the northeast corner of Lot 36 in Block 1 of Kilma's Subdivision; thence west along the north line and north line extended of Lot 36, Lot 35 and Lot 19 (all in Block 1 of Kilma's Subdivision) to the east line of Oak Park Avenue; thence continuing west to the northeast corner of Lot 21 in Oak Park Avenue and 22nd Street Subdivision (except the street) of that part north of Riverside Parkway in Partition of the west 51.49 acres in the west half of the northeast quarter and the east 41 acres in the east half of the northwest quarter of Section 30; thence continuing west along the north line and north line extended of Lots 21 and 51 in said Oak Park Avenue and 22nd Street Subdivision, to the east line of Grove Avenue; thence continuing west to the northeast corner of Lot 52 in said Oak Park Avenue and 22nd Street Subdivision; thence continuing west along the north line and north line extended of Lots 52 and 99 in said Oak Park Avenue and 22nd Street Subdivision to the east line of Kenilworth Avenue; thence continuing west to the northeast corner of Lot 197 of 22nd Street Land Association Subdivision in Section 30; thence continuing west along the north line and north line extended of Lots 197 and 127 of said 22nd Street Land Association Subdivision, to the east line of Clinton Avenue; thence continuing west to the northeast corner of Lot 126 of said 22nd Street Land Association Subdivision; thence continuing west along the north line and north line extended of Lots 126 and 23 of said 22nd Street Land Association Subdivision to the east line of Home Avenue; thence continuing west along the last described course extended to the west line of Home Avenue; thence north along the west line of Home Avenue to the south line of Cermak Road; thence westerly along the south line and south line extended of Cermak Road to the west line of the northwest quarter of Section 30; thence north along the west line of said northwest quarter to the point of beginning.

EXHIBIT B
GENERAL STREET LOCATION OF
THE AMENDED REDEVELOPMENT PROJECT AREA

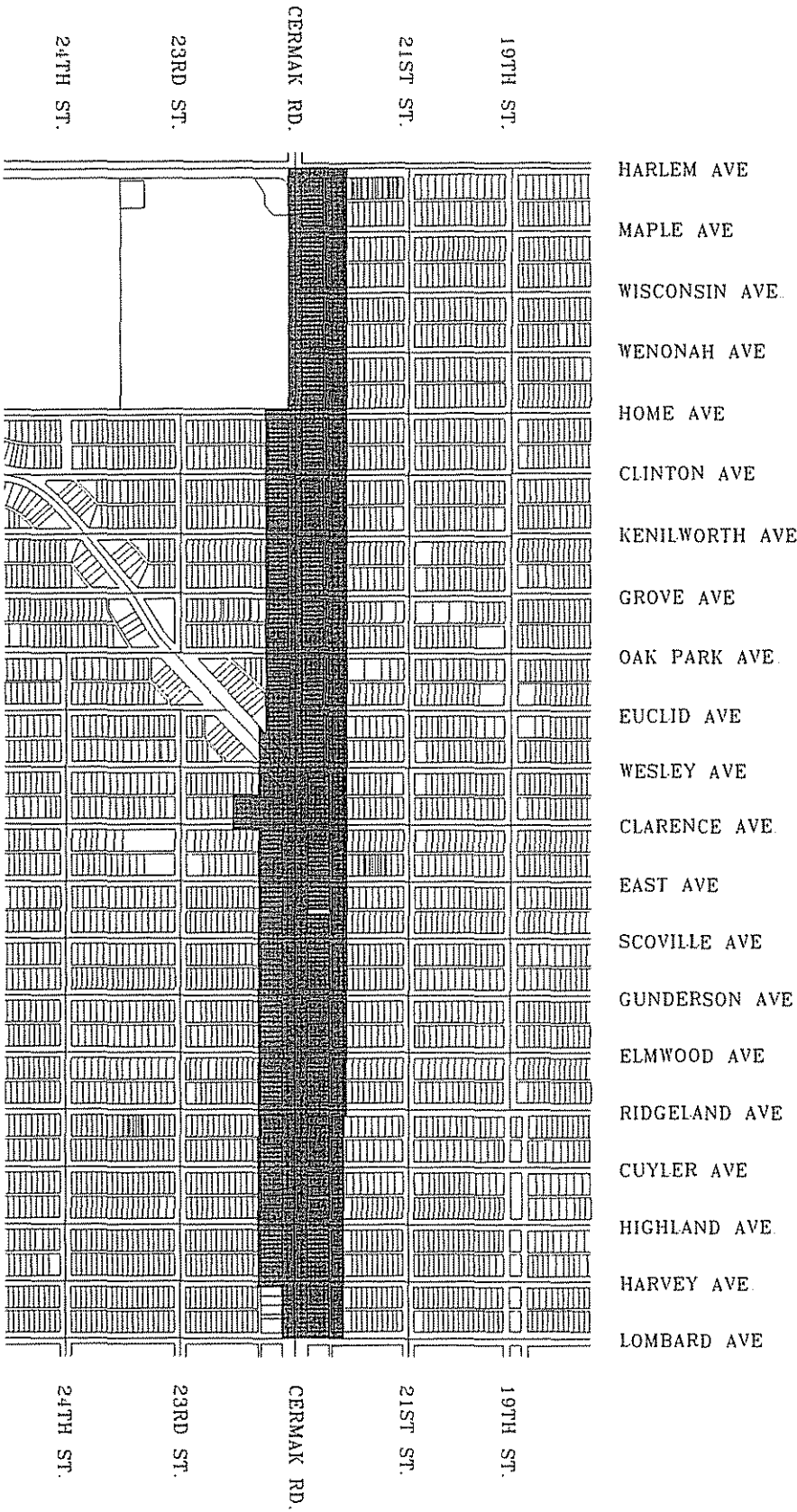
The TIF District is generally bounded by the following streets:

- Harlem Avenue on the west;
- Lombard Avenue on the east;
- The Vacin Fairway on the north;
- Alleys south of parcels fronting on the south side of Cermak Avenue on the south.

EXHIBIT C
MAP OF THE AMENDED REDEVELOPMENT PROJECT AREA

CITY OF BERWYN, ILLINOIS CERMAK ROAD TIF DISTRICT MAP

MAYOR - ROBERT J. LOVERO
CITY CLERK - THOMAS J. PAULIK



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DATE: AUG. 2009

EXHIBIT D
**THE LIST OF THE PARCEL OR TAX IDENTIFICATION NUMBER OF
EACH PARCEL OR PROPERTY INCLUDED IN THE AMENDED
REDEVELOPMENT PROJECT AREA**

16-19-324-012-0000	16-19-328-024-0000	16-19-424-017-0000
16-19-324-023-0000	16-19-328-025-0000	16-19-424-018-0000
16-19-324-028-0000	16-19-328-026-0000	16-19-424-021-0000
16-19-324-029-0000	16-19-328-027-0000	16-19-424-022-0000
16-19-324-030-0000	16-19-328-028-0000	16-19-424-023-0000
16-19-324-031-0000	16-19-328-029-0000	16-19-424-025-0000
16-19-324-032-0000	16-19-328-030-0000	16-19-424-026-0000
16-19-324-033-0000	16-19-328-031-0000	16-19-424-027-0000
16-19-324-034-0000	16-19-328-032-0000	16-19-424-029-0000
16-19-324-038-0000	16-19-328-033-0000	16-19-425-009-0000
16-19-324-047-0000	16-19-329-011-0000	16-19-425-019-0000
16-19-325-011-0000	16-19-329-021-0000	16-19-425-020-0000
16-19-325-022-0000	16-19-329-026-0000	16-19-425-021-0000
16-19-325-023-0000	16-19-329-027-0000	16-19-425-022-0000
16-19-325-024-0000	16-19-329-028-0000	16-19-425-023-0000
16-19-325-025-0000	16-19-329-032-0000	16-19-425-025-0000
16-19-325-026-0000	16-19-329-033-0000	16-19-425-026-0000
16-19-325-027-0000	16-19-330-011-0000	16-19-425-027-0000
16-19-325-028-0000	16-19-330-021-0000	16-19-425-028-0000
16-19-325-029-0000	16-19-330-024-0000	16-19-425-029-0000
16-19-325-030-0000	16-19-330-025-0000	16-19-425-030-0000
16-19-325-033-0000	16-19-330-026-0000	16-19-426-020-0000
16-19-326-012-0000	16-19-330-027-0000	16-19-426-021-0000
16-19-326-023-0000	16-19-330-028-0000	16-19-426-022-0000
16-19-326-024-0000	16-19-330-029-0000	16-19-426-023-0000
16-19-326-025-0000	16-19-330-030-0000	16-19-426-024-0000
16-19-326-026-0000	16-19-330-031-0000	16-19-426-025-0000
16-19-326-027-0000	16-19-330-032-1001	16-19-426-026-0000
16-19-326-028-0000	16-19-330-032-1002	16-19-427-022-0000
16-19-326-029-0000	16-19-330-032-1003	16-19-427-023-0000
16-19-326-030-0000	16-19-330-032-1004	16-19-427-024-0000
16-19-326-031-0000	16-19-330-032-1005	16-19-427-025-0000
16-19-326-032-0000	16-19-330-032-1006	16-19-427-026-0000
16-19-326-035-0000	16-19-330-032-1007	16-19-427-027-0000
16-19-327-011-0000	16-19-330-032-1008	16-19-427-028-0000
16-19-327-022-0000	16-19-330-032-1009	16-19-427-029-0000
16-19-327-023-0000	16-19-330-032-1010	16-19-428-020-0000
16-19-327-024-0000	16-19-330-032-1011	16-19-428-021-0000
16-19-327-025-0000	16-19-330-032-1012	16-19-428-022-0000
16-19-327-026-0000	16-19-331-009-0000	16-19-428-023-0000
16-19-327-027-0000	16-19-331-020-0000	16-19-428-024-0000
16-19-327-028-0000	16-19-331-021-0000	16-19-428-025-0000 *
16-19-327-029-0000	16-19-331-022-0000	16-19-428-026-0000
16-19-327-030-0000	16-19-331-023-0000	16-19-428-027-0000
16-19-327-034-0000	16-19-331-024-0000	16-19-428-028-0000
16-19-327-035-0000	16-19-331-025-0000	16-19-428-029-0000
16-19-328-011-0000	16-19-331-026-0000	16-19-429-021-0000
16-19-328-022-0000	16-19-331-027-0000	16-19-429-022-0000
16-19-328-023-0000	16-19-424-006-0000	16-19-429-023-0000

16-19-429-024-0000	16-29-102-007-0000	16-30-200-014-0000
16-19-429-025-0000	16-29-102-008-0000	16-30-200-015-0000
16-19-430-019-0000	16-29-102-039-0000	16-30-200-016-0000
16-19-430-020-0000	16-30-101-001-0000	16-30-200-040-0000
16-19-430-021-0000	16-30-101-002-0000	16-30-200-041-0000
16-19-431-020-0000	16-30-101-003-0000	16-30-200-042-0000
16-19-431-021-0000	16-30-101-004-0000	16-30-200-043-0000
16-19-431-022-0000	16-30-101-005-0000	16-30-202-025-0000
16-20-329-019-0000	16-30-101-006-0000	16-30-202-029-0000
16-20-329-028-0000	16-30-101-007-0000	16-30-203-001-0000
16-20-329-029-0000	16-30-101-008-0000	16-30-203-002-0000
16-20-329-030-0000	16-30-101-009-0000	16-30-203-003-0000
16-20-330-022-0000	16-30-101-010-0000	16-30-203-004-0000
16-20-330-023-0000	16-30-101-011-0000	16-30-203-005-0000
16-20-330-024-0000	16-30-102-001-0000	16-30-203-006-0000
16-20-330-025-0000	16-30-102-002-0000	16-30-203-007-0000
16-20-330-026-0000	16-30-102-003-0000	16-30-203-008-0000
16-20-330-027-0000	16-30-102-004-0000	16-30-204-001-0000
16-20-331-024-0000	16-30-102-005-0000	16-30-204-002-0000
16-20-331-025-0000	16-30-102-006-0000	16-30-204-003-0000
16-20-331-026-0000	16-30-102-007-0000	16-30-204-004-0000
16-20-331-027-0000	16-30-102-008-0000	16-30-204-005-0000
16-20-331-028-0000	16-30-102-009-0000	16-30-204-006-0000
16-20-331-029-0000	16-30-102-010-0000	16-30-204-007-0000
16-20-331-030-0000	16-30-103-001-0000	16-30-204-040-0000
16-20-331-031-0000	16-30-103-002-0000	16-30-205-001-0000
16-20-331-032-0000	16-30-103-003-0000	16-30-205-002-0000
16-20-331-033-0000	16-30-103-004-0000	16-30-205-003-0000
16-20-332-024-0000	16-30-103-005-0000	16-30-205-004-0000
16-20-332-025-0000	16-30-103-006-0000	16-30-205-005-0000
16-20-332-026-0000	16-30-103-007-0000	16-30-205-006-0000
16-20-332-027-0000	16-30-103-008-0000	16-30-205-007-0000
16-20-332-031-0000	16-30-103-009-0000	16-30-206-001-0000
16-20-332-032-0000	16-30-103-010-0000	16-30-206-002-0000
16-29-100-001-0000	16-30-104-003-0000	16-30-206-003-0000
16-29-100-002-0000	16-30-104-004-0000	16-30-206-004-0000
16-29-100-003-0000	16-30-104-005-0000	16-30-206-005-0000
16-29-100-004-0000	16-30-104-006-0000	16-30-206-006-0000
16-29-100-005-0000	16-30-104-007-0000	16-30-206-007-0000
16-29-100-006-0000	16-30-104-008-0000	16-30-206-008-0000
16-29-101-001-0000	16-30-104-042-0000	16-30-206-009-0000
16-29-101-002-0000	16-30-104-043-0000	16-30-207-001-0000
16-29-101-003-0000	16-30-200-001-0000	16-30-207-002-0000
16-29-101-004-0000	16-30-200-002-0000	16-30-207-003-0000
16-29-102-001-0000	16-30-200-005-0000	16-30-207-004-0000
16-29-102-002-0000	16-30-200-006-0000	16-30-207-005-0000
16-29-102-003-0000	16-30-200-007-0000	16-30-207-006-0000
16-29-102-004-0000	16-30-200-008-0000	16-30-207-007-0000
16-29-102-005-0000	16-30-200-012-0000	16-30-207-008-0000
16-29-102-006-0000	16-30-200-013-0000	

Note: the parcel with the parcel or tax identification number 16-19-428-025-0000 is deleted from the Amended Redevelopment Project Area.

ORDINANCE _____

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE CERMAK (BERWYN THEATER) REDEVELOPMENT PROJECT AREA FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 1987, the Mayor and the City Council (collectively, the “Corporate Authorities”) adopted a series of ordinances, as supplemented and amended in 1997 and 2000, designating a redevelopment project area known as the Cermak (Berwyn Theater) Redevelopment Project Area of the City (the “Redevelopment Project Area”), approving a redevelopment plan and project for the Redevelopment Project Area and adopting tax increment allocation financing; and

WHEREAS, the City altered the boundaries of the Redevelopment Project Area to remove a parcel and amended the redevelopment plan and project by amending the tax increment allocation financing plan budget and the equalized assessed valuation; and

WHEREAS, in connection with the foregoing, by the passage of an ordinance, the City has heretofore approved an amended redevelopment plan and project (the “Amended Redevelopment Plan and Project”) as required by Division 74.4 of Article 11 of the Illinois Municipal Code, known as the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”); and

WHEREAS, by the passage of an ordinance, the City has heretofore designated an amended redevelopment project area (the “Amended Redevelopment Project Area”) as required

by the Act and has otherwise complied with all other conditions precedent required by the Act;
and

WHEREAS, it is desirable and in the best interests of the residents of the City for the City to implement tax increment allocation financing pursuant to the Act.

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

Section 1. That the foregoing recitals to this Ordinance are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Amended Redevelopment Plan and Project within the Amended Redevelopment Project Area, as legally described in Exhibit A, attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Amended Redevelopment Project Area is described in Exhibit B, attached hereto and incorporated herein as if set out in full by this reference. The map of the Amended Redevelopment Project Area is depicted in Exhibit C, attached hereto and incorporated herein as if set out in full by this reference.

Section 3. That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Amended Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until redevelopment project costs and all City obligations financing redevelopment project costs incurred under the Act have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Amended Redevelopment Project Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Amended Redevelopment Project Area, as set forth in Section 11-74.4-8 of the Act, shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, designated the "Cermak (Berwyn Theater) Redevelopment Project Area Special Tax Allocation Fund" of the City and such taxes shall be used for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

Section 4. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2009.

AYES ____ NAYS ____ ABSENT ____

APPROVED by me this ____ day of _____, 2009.

Mayor

ATTEST:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION OF THE AMENDED REDEVELOPMENT PROJECT AREA

Lot A and Lot B and Lots 27 through 36 inclusive, and Lots 89 through 98 inclusive, together with the adjacent public roadways and alleyways in Berwyn Manor, a Subdivision in the South one half of the Southeast one quarter of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian

AND

The South 14.49 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.0 feet of Lot 27 in Block 5; the South 14.55 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.51 feet of Lot 27 in Block 6; the South 14.65 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.57 feet of Lot 27 in Block 7; and the South 14.71 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.66 feet of Lot 27 in Block 8, together with the adjacent public roadways and alleyways in B. Pinkert and Sons 22nd Street Subdivision of Lot 6 (except the North 66 feet) in Circuit Court partition of the West one half of the Southwest one quarter and the West one half of the Northwest one quarter of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 8 inclusive in Block 1 and Lots 1 through 9 inclusive in Block 2, together with the adjacent public roadways and alleyways, in Groh and Christians Subdivision in Section 30, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 and 2 in Block 7 and Lots 1 and 2 in Block 8, together with the adjacent public roadways and alleyways in the Subdivision of Blocks 7 and 8 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 10 inclusive, together with the adjacent public roadways and alleyways in Block 6 in Henry H. and Jessie S. Walker's Subdivision of Blocks 5 and 6 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Added Area

The Added Area is located adjacent to the Original Project Area generally bounded on the west by Harlem Avenue, on the north by the alley north of the area known as the Vacin Fairway, on the east by Gunderson Avenue and on the south by the alley south of Cermak Road; excepting therefrom the frontage along the south side of Cermak Road between Harlem Avenue on the west and Home Avenue on the east. The boundaries of the Added Area are shown in Figure 1b, *Boundary Map: Added Area*, and legally described as follows:

That part of the southwest quarter and the southeast quarter of Section 19, and the northwest quarter and the northeast quarter of Section 30, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; bounded and described as follows:

Beginning at the southwest corner of the southwest quarter of Section 19; thence north to the extended south line of Lot 493 of Berwyn Gardens, a subdivision in the south half of the southwest quarter of Section 19; thence east along the south line and south line extended of Lots 493 and 479 of said Berwyn Gardens to a point on the west line of Maple Avenue; thence continuing east to the southwest corner of Lot 428 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 428 and 414 of said Berwyn Gardens to a point on the west line of Wisconsin Avenue; thence continuing east to the southwest corner of Lot 363 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 363 and 349 of said Berwyn Gardens to a point on the west line of Wenonah Avenue; thence continuing east to the southwest corner of Lot 298 of said Berwyn Gardens; thence continuing

east along the south line and south line extended of Lots 298 and 284 of said Berwyn Gardens to a point on the west line of Home Avenue; thence continuing east to the southwest corner of Lot 233 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 233 and 219 of said Berwyn Gardens to a point on the west line of Clinton Avenue; thence continuing east to the southwest corner of Lot 168 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 168 and 154 of said Berwyn Gardens to a point on the west line of Kenilworth Avenue; thence continuing east to the southwest corner of Lot 103 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 103 and 90 of said Berwyn Gardens to a point on the west line of Grove Avenue; thence continuing east to the southwest corner of Lot 39 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 39 and 26 of said Berwyn Gardens to the west line of Oak Park Avenue; thence continuing east to the southwest corner of Lot 475 of Berwyn Manor, a subdivision in the south half of the southeast quarter of Section 19; thence continuing east along the south line and south line extended of Lots 475 and 462 of said Berwyn Manor to a point on the west line of Euclid Avenue; thence continuing east to the southwest corner of Lot 411 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 411 and 398 of said Berwyn Manor to a point on the west line of Wesley Avenue; thence continuing east to the southwest corner of Lot 347 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 347 and 336 of said Berwyn Manor to a point on the west line of Clarence Avenue; thence continuing east to the southwest corner of Lot 285 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 285 and 274 of said Berwyn Manor to a point on the west line of East Avenue; thence continuing east to the southwest corner of Lot 223 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 223 and 212 of said Berwyn Manor to a point on the west line of Scoville Avenue; thence continuing east to the southwest corner of Lot 161 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 161 and 150 of said Berwyn manor to the west line of Gunderson Avenue; thence south along the west line of Gunderson Avenue to a point on the northeast corner of Lot 37 in Block 3 of Groh and Christian's Subdivision in Section 30-39-13; thence west along the north line and north line extended of Lots 37 and 10 of said Block 3 to a point on the east line of Scoville Avenue; thence continuing west to the northeast corner of Lot 37 in Block 4 of said Groh and Christian's Subdivision; thence continuing west along the north line and north line extended of Lots 37 and 10 of said Block 4 to the east line of East Avenue; thence continuing easterly to the northeast corner of Lot 5 in Chicago Title and Trust Company's Subdivision of the east 30 acres of the west half of the northeast quarter of

Section 30; thence continuing easterly along the north line and north line extended of said Lot 5 and Lot 6 in J. Klickman's Resubdivision to the east line of Clarence Avenue; thence south along the east line of Clarence Avenue to the southwest corner of Lot 9 in said J. Klickman's Resubdivision; thence west along a straight line, extending across Clarence Avenue and across Lot 3 of said Chicago Title and Trust Company's Subdivision, to a point on the southeast corner of Lot 8 in Kilma's Subdivision of Lots 1 and 2 in Partition of the west 51.49 acres of the west half of the northeast quarter and the east 41 acres of the east half of the northwest quarter of Section 30; thence north along the east line of Lot 8, Lot 7, Lot 6 and Lot 5 to the northeast corner of Lot 5, all in said Kilma's Subdivision; thence west along the north line of said Lot 5 to the Northeast corner of Lot 1 in Block 3 of said Kilma's Subdivision; thence west along a line parallel with the south line of Cermak Road to a point on the northwesterly line of Riverside Drive; thence northeasterly along the northwesterly line of Riverside Drive to the northeast corner of Lot 36 in Block 1 of Kilma's Subdivision; thence west along the north line and north line extended of Lot 36, Lot 35 and Lot 19 (all in Block 1 of Kilma's Subdivision) to the east line of Oak Park Avenue; thence continuing west to the northeast corner of Lot 21 in Oak Park Avenue and 22nd Street Subdivision (except the street) of that part north of Riverside Parkway in Partition of the west 51.49 acres in the west half of the northeast quarter and the east 41 acres in the east half of the northwest quarter of Section 30; thence continuing west along the north line and north line extended of Lots 21 and 51 in said Oak Park Avenue and 22nd Street Subdivision, to the east line of Grove Avenue; thence continuing west to the northeast corner of Lot 52 in said Oak Park Avenue and 22nd Street Subdivision; thence continuing west along the north line and north line extended of Lots 52 and 99 in said Oak Park Avenue and 22nd Street Subdivision to the east line of Kenilworth Avenue; thence continuing west to the northeast corner of Lot 197 of 22nd Street Land Association Subdivision in Section 30; thence continuing west along the north line and north line extended of Lots 197 and 127 of said 22nd Street Land Association Subdivision, to the east line of Clinton Avenue; thence continuing west to the northeast corner of Lot 126 of said 22nd Street Land Association Subdivision; thence continuing west along the north line and north line extended of Lots 126 and 23 of said 22nd Street Land Association Subdivision to the east line of Home Avenue; thence continuing west along the last described course extended to the west line of Home Avenue; thence north along the west line of Home Avenue to the south line of Cermak Road; thence westerly along the south line and south line extended of Cermak Road to the west line of the northwest quarter of Section 30; thence north along the west line of said northwest quarter to the point of beginning.

EXHIBIT B
GENERAL STREET LOCATION OF
THE AMENDED REDEVELOPMENT PROJECT AREA

The TIF District is generally bounded by the following streets:

- Harlem Avenue on the west;
- Lombard Avenue on the east;
- The Vacin Fairway on the north;
- Alleys south of parcels fronting on the south side of Cermak Avenue on the south.

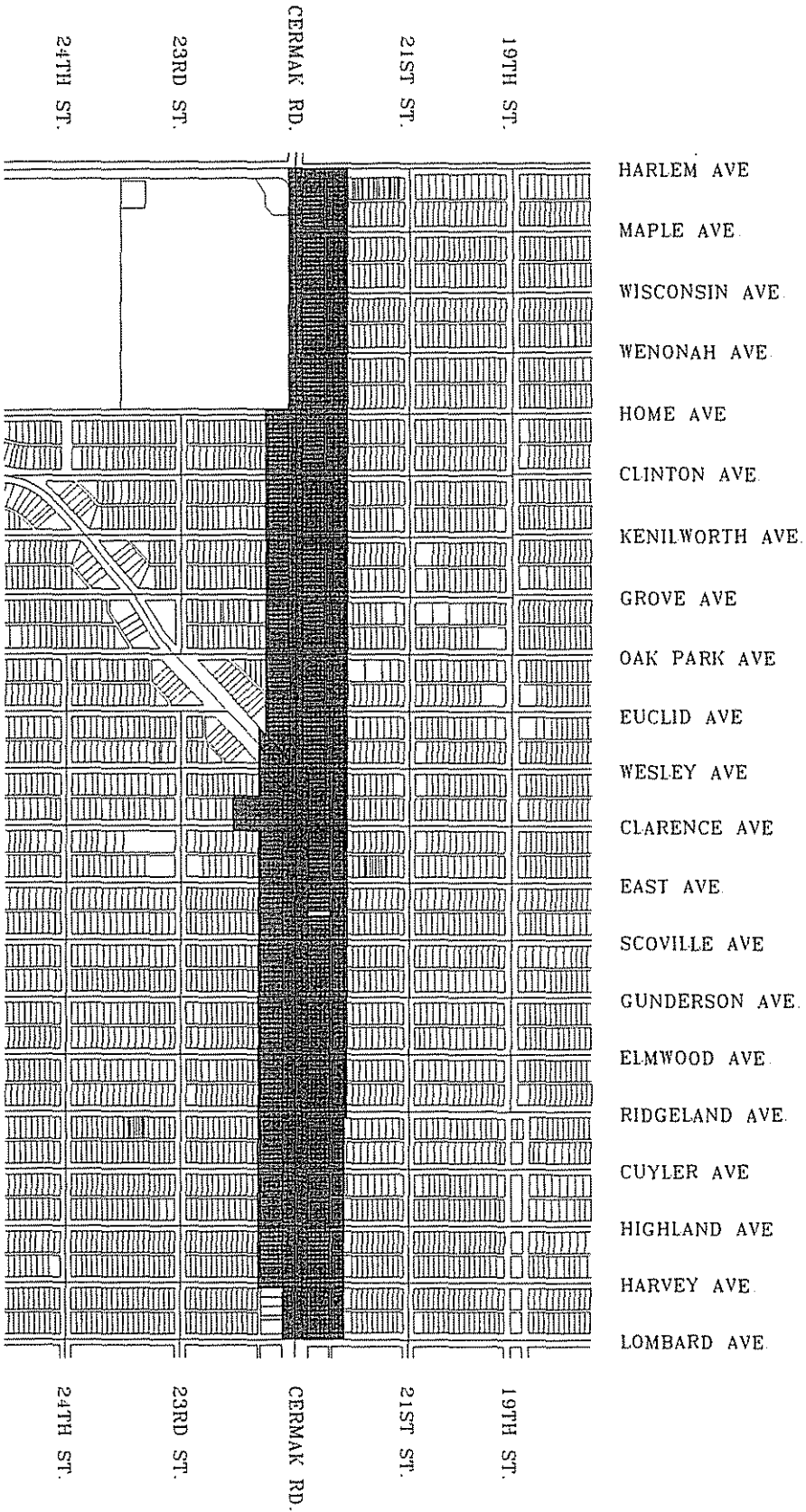
EXHIBIT C

MAP OF THE AMENDED REDEVELOPMENT PROJECT AREA

CITY OF BERWYN, ILLINOIS

CERMAK ROAD TIF DISTRICT MAP

MAYOR - ROBERT J. LOVERO
CITY CLERK - THOMAS J. PAVLIK



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DATE: AUG. 2009

ORDINANCE _____

AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE CERMAK (BERWYN THEATER) REDEVELOPMENT PROJECT AREA FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 1987, the Mayor and the City Council (collectively, the “Corporate Authorities”) adopted a series of ordinances, as supplemented and amended in 1997 and 2000, designating a redevelopment project area known as the Cermak (Berwyn Theater) Redevelopment Project Area of the City (the “Redevelopment Project Area”), approving a redevelopment plan and project for the Redevelopment Project Area and adopting tax increment allocation financing; and

WHEREAS, the City desires to and finds that it is in the best interests of its residents to alter the boundaries of the Redevelopment Project Area to remove a parcel and to amend the redevelopment plan and project by amending the tax increment allocation financing plan budget and the equalized assessed valuation (collectively, the “Third Amendment”); and

WHEREAS, the Third Amendment is authorized under Section 11-74.4-5 of Division 74.4 of Article 11 of the Illinois Municipal Code, known as the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”); and

WHEREAS, it is desirable and in the best interest of the residents of the City for the City to implement tax increment allocation financing pursuant to the Act for an amended redevelopment plan (the “Amended Redevelopment Plan”) and an amended redevelopment project (the “Amended Redevelopment Project” and with the Amended Redevelopment Plan, the “Amended Redevelopment Plan and Project”) within the municipal boundaries of the City within a proposed redevelopment project area (the “Amended Redevelopment Project Area”) described in Section 3 of this Ordinance; and

WHEREAS, the Amended Redevelopment Project Area constitutes in the aggregate more than one and one-half (1½) acres; and

WHEREAS, the Amended Redevelopment Plan and Project comply with the requirements of the Act including, without limitation, Section 11-74.4-3(n) of the Act; and

WHEREAS, the Amended Redevelopment Plan and Project will not result in the displacement of residents from ten (10) or more inhabited residential units, as certified by the City in the Amended Redevelopment Plan; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Corporate Authorities adopted a resolution that called a public hearing on November 10, 2009, relative to the Amended Redevelopment Plan and Project and the designation of the Amended Redevelopment Project Area as a redevelopment project area under the Act; and

WHEREAS, pursuant to the requirements of the Act, including Section 11-74.4-5 of the Act, proper steps were taken including, without limitation, due notice was given with respect to the public hearing, said notice and the required information was sent to the required taxing districts and to the Department of Commerce and Economic

Opportunity of the State of Illinois by certified mail on September 15, 2009, said notice was published in a newspaper of general circulation within the taxing districts having property in the Redevelopment Project Area in English on October 14 and 21, 2009, and in Spanish on October 21 and 28, 2009, and said notice was sent by certified mail to taxpayers of record who paid general taxes for the last preceding year on property within the Amended Redevelopment Project Area on October 29, 2009; and

WHEREAS, the City has heretofore convened a joint review board as required by and in all respects in compliance with the provisions of the Act, and the joint review board overwhelmingly recommended to approve the Amended Redevelopment Plan and Project and the designation of the Amended Redevelopment Project Area as a redevelopment project area under the Act; and

WHEREAS, the Corporate Authorities have reviewed the information concerning the factors, which factors are set forth in the Amended Redevelopment Plan and Project and were presented at the public hearing, that caused the Amended Redevelopment Project Area to be blighted and have reviewed other studies and are generally informed of the conditions in the Amended Redevelopment Project Area that would cause the Amended Redevelopment Project Area to be classified as a “blighted area” as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to the lack of private investment in the Amended Redevelopment Project Area to determine whether private development would take place in the Amended Redevelopment Project Area as a whole without the adoption of the Amended Redevelopment Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to certain real property in the Amended Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the Corporate Authorities have reviewed the Amended Redevelopment Plan and Project and the existing comprehensive plan for development of the City as a whole to determine whether the proposed Amended Redevelopment Plan and Project conform to the comprehensive plan of the City.

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

Section 1. That the foregoing recitals to this Ordinance are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. The deleted parcel shall be and is hereby deleted from the Amended Redevelopment Project Area in connection with the Amended Redevelopment Plan and Project. The Amended Redevelopment Project Area and the Amended Redevelopment Plan and Project shall be and are hereby amended by the removal of the deleted parcel and the amendment of the tax increment allocation financing plan budget and the equalized assessed valuation. A copy of this Ordinance shall be attached to the Amended Redevelopment Plan and Project to effect the amendments hereby, but any failure to so attach this Ordinance shall not abrogate, diminish, impair or delay the effect of such amendments. Within ten (10) days of the adoption and approval of this Ordinance, this Ordinance shall be published in the Berwyn Life, a newspaper of general circulation within the City, and a copy shall be duly mailed by certified mail to: (a) each

registrant on the interested parties registry with respect to the Amended Redevelopment Project Area; and (b) each taxing district with property constituting a part of the Amended Redevelopment Project Area. Upon adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance, together with the property index number for the deleted parcel, with the County Clerk of the county in which any part of the Amended Redevelopment Project Area is located and obtain a revised initial equalized assessed value certification for the Amended Redevelopment Project Area.

Section 3. That the Corporate Authorities hereby make the following findings:

a. The Amended Redevelopment Project Area is legally described in Exhibit A, attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Amended Redevelopment Project Area is described in Exhibit B, attached hereto and incorporated herein as if set out in full by this reference. The map of the Amended Redevelopment Project Area is depicted on Exhibit C, attached hereto and incorporated herein as if set out in full by this reference. A list of the parcel or tax identification number of each parcel of property included in the Amended Redevelopment Project Area is depicted on Exhibit D, attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions that cause the Amended Redevelopment Project Area to be subject to designation as a redevelopment project area under the Act and to be classified as a “blighted area” as defined in Section 11-74.4-3(a) of the Act.

c. The Amended Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and

would not reasonably be anticipated to be developed without the adoption of the Amended Redevelopment Plan.

d. The Amended Redevelopment Plan and Project conform to the comprehensive plan for the development of the City as a whole, as reflected in the City's zoning map.

e. The Amended Redevelopment Plan establishes the estimated dates of completion of the Amended Redevelopment Project and retirement of obligations issued to finance redevelopment project costs. As set forth in the Amended Redevelopment Plan, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the Amended Redevelopment Plan shall be retired within twenty-three (23) years after the year in which the ordinance approving the designation of the Redevelopment Project Area was adopted.

f. The parcels of real property in the Amended Redevelopment Project Area are contiguous, and only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements are included in the Amended Redevelopment Project Area.

Section 4. That the Amended Redevelopment Plan and Project, which were the subject matter of the public hearing held on November 10, 2009, are hereby adopted and approved. A copy of the Amended Redevelopment Plan and Project is set forth in Exhibit E, attached hereto and incorporated herein as if set out in full by this reference.

Section 5. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of

such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2009.

AYES ____ NAYS ____ ABSENT ____

APPROVED by me this ____ day of _____, 2009.

Mayor

ATTEST:

CITY CLERK



November 20, 2009

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

Re: Roosevelt Road TIF District Amendment

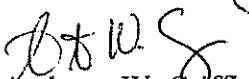
Dear Mayor and City Council,

City Council is requested to adopt three (3) ordinances to amend the Redevelopment Plan and Project of the City's Roosevelt Road Tax Increment Finance (TIF) District in accordance with the Illinois Tax Increment Finance Redevelopment Act. Those draft ordinances accompany this letter. A motion is needed for each of the three Ordinances.

The three attached ordinances, prepared in coordination with legal, Kane McKenna & Associates, and the BDC, would amend the budget contained in the Redevelopment Plan for the Roosevelt Road TIF District.

In recent months, the City conducted a public meeting, a Joint Review Board meeting, publicly advertised the amendments, and held a public hearing prior to bringing the ordinances forward for City Council consideration, as set forth under state statute.

Respectfully submitted,


Anthony W. Griffin

The City of Berwyn
City Hall
6700 W 26th Street
Berwyn, Illinois 60402
(708) 788-6600
Fax: (708) 788-2675

**CITY OF BERWYN
CLERK'S OFFICE**

Memo

To: Mayor and Aldermen
From: Tom Pavlik
CC:
Date: 11-20-09
Re: E-2 Roosevelt Road TIF Ordinance Amendment Exhibits

Please note: The Ordinance Amending the Roosevelt Road TIF District is attached. The exhibits were over 90 pages and **ARE NOT INCLUDED IN YOUR PACKET. They maybe viewed on the City Web Site at http://www.berwyn-il.gov/pdf/Clerk/ROOSEVELT_RD-TIF_ORDINANCE.pdf**

ORDINANCE _____

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE TAX INCREMENT REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT FOR THE ROOSEVELT REDEVELOPMENT PROJECT AREA FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 1997, the Mayor and the City Council (collectively, the “Corporate Authorities”) adopted a series of ordinances, as supplemented and amended in 2000, designating a redevelopment project area known as the Roosevelt Redevelopment Project Area of the City (the “Redevelopment Project Area”), approving a redevelopment plan and project for the Redevelopment Project Area and adopting tax increment allocation financing; and

WHEREAS, the City desires to and finds that it is in the best interests of its residents to amend the redevelopment plan and project by amending the tax increment allocation financing plan budget and the equalized assessed valuation (collectively, the “Second Amendment”); and

WHEREAS, the Second Amendment is authorized under Section 11-74.4-5 of Division 74.4 of Article 11 of the Illinois Municipal Code, known as the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”); and

WHEREAS, it is desirable and in the best interest of the residents of the City for the City to implement tax increment allocation financing pursuant to the Act for an amended redevelopment plan (the “Amended Redevelopment Plan”) and an amended redevelopment project (the “Amended Redevelopment Project” and with the Amended Redevelopment Plan, the “Amended Redevelopment Plan and Project”) within the municipal boundaries of the City within the Redevelopment Project Area described in Section 3 of this Ordinance; and

WHEREAS, the Redevelopment Project Area constitutes in the aggregate more than one and one-half (1½) acres; and

WHEREAS, the Amended Redevelopment Plan and Project comply with the requirements of the Act including, without limitation, Section 11-74.4-3(n) of the Act; and

WHEREAS, the Amended Redevelopment Plan and Project will not result in the displacement of residents from ten (10) or more inhabited residential units, as certified by the City in the Amended Redevelopment Plan; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Corporate Authorities adopted a resolution that called a public hearing on November 10, 2009, relative to the Amended Redevelopment Plan and Project and the re-designation of the Redevelopment Project Area as a redevelopment project area under the Act; and

WHEREAS, pursuant to the requirements of the Act, including Section 11-74.4-5 of the Act, proper steps were taken including, without limitation, due notice was given with respect to the public hearing, said notice and the required information was sent to the required taxing districts and to the Department of Commerce and Economic

Opportunity of the State of Illinois by certified mail on September 15, 2009, said notice was published in a newspaper of general circulation within the taxing districts having property in the Redevelopment Project Area in English on October 14 and 21, 2009, and in Spanish on October 21 and 28, 2009, and said notice was sent by certified mail to taxpayers of record who paid general taxes for the last preceding year on property within the Redevelopment Project Area on October 29, 2009; and

WHEREAS, the City has heretofore convened a joint review board as required by and in all respects in compliance with the provisions of the Act, and the joint review board overwhelmingly recommended to approve the Amended Redevelopment Plan and Project and the re-designation of the Redevelopment Project Area as a redevelopment project area under the Act; and

WHEREAS, the Corporate Authorities have reviewed the information concerning the factors, which factors are set forth in the Amended Redevelopment Plan and Project and were presented at the public hearing, that caused the Redevelopment Project Area to be blighted and have reviewed other studies and are generally informed of the conditions in the Redevelopment Project Area that would cause the Redevelopment Project Area to be classified as a “blighted area” as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to the lack of private investment in the Redevelopment Project Area to determine whether private development would take place in the Redevelopment Project Area as a whole without the adoption of the Amended Redevelopment Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to certain real property in the Redevelopment Project Area to determine whether

contiguous parcels of real property and improvements thereon would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the Corporate Authorities have reviewed the Amended Redevelopment Plan and Project and the existing comprehensive plan for development of the City as a whole to determine whether the Amended Redevelopment Plan and Project conform to the comprehensive plan of the City.

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

Section 1. That the foregoing recitals to this Ordinance are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. Pursuant to Section 11-74.4-4 of the Act, a redevelopment project area may not be designated unless a plan and project are approved prior to the designation of such area. To ensure compliance with the Act, the City hereby redesignates the Redevelopment Project Area as a project redevelopment area in connection with the Amended Redevelopment Plan and Project. The Amended Redevelopment Plan and Project shall be and are hereby amended by amending the tax increment allocation financing plan budget and the equalized assessed valuation. A copy of this Ordinance shall be attached to the Amended Redevelopment Plan and Project to effect the amendments hereby, but any failure to so attach this Ordinance shall not abrogate, diminish, impair or delay the effect of such amendments. Within ten (10) days of the adoption and approval of this Ordinance, this Ordinance shall be published in the Berwyn Life, a newspaper of general circulation within the City, and a copy shall be duly mailed by certified mail to: (a) each registrant on the interested parties registry with

respect to the Redevelopment Project Area; and (b) each taxing district with property constituting a part of the Redevelopment Project Area. Upon adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the County Clerk of the county in which any part of the Redevelopment Project Area is located.

Section 3. That the Corporate Authorities hereby make the following findings:

a. The Redevelopment Project Area is legally described in Exhibit A, attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Redevelopment Project Area is described in Exhibit B, attached hereto and incorporated herein as if set out in full by this reference. The map of the Redevelopment Project Area is depicted on Exhibit C, attached hereto and incorporated herein as if set out in full by this reference. A list of the parcel or tax identification number of each parcel of property included in the Redevelopment Project Area is depicted on Exhibit D, attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions that cause the Redevelopment Project Area to be subject to designation as a redevelopment project area under the Act and to be classified as a “blighted area” as defined in Section 11-74.4-3(a) of the Act.

c. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Amended Redevelopment Plan.

d. The Amended Redevelopment Plan and Project conform to the comprehensive plan for the development of the City as a whole, as reflected in the City's zoning map.

e. The Amended Redevelopment Plan establishes the estimated dates of completion of the Amended Redevelopment Project and retirement of obligations issued to finance redevelopment project costs. As set forth in the Amended Redevelopment Plan, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the Amended Redevelopment Plan shall be retired within twenty-three (23) years after the year in which the ordinance approving the designation of the Redevelopment Project Area was adopted.

f. The parcels of real property in the Redevelopment Project Area are contiguous, and only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements are included in the Redevelopment Project Area.

Section 4. That the Amended Redevelopment Plan and Project, which were the subject matter of the public hearing held on November 10, 2009, are hereby adopted and approved. A copy of the Amended Redevelopment Plan and Project is set forth in Exhibit E, attached hereto and incorporated herein as if set out in full by this reference.

Section 5. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2009.

AYES _____ NAYS _____ ABSENT _____

APPROVED by me this ____ day of _____, 2009.

Mayor

ATTEST:

CITY CLERK

ORDINANCE _____

AN ORDINANCE RE-DESIGNATING THE ROOSEVELT REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 1997, the Mayor and the City Council (collectively, the “Corporate Authorities”) adopted a series of ordinances, as supplemented and amended in 2000, designating a redevelopment project area known as the Roosevelt Redevelopment Project Area of the City (the “Redevelopment Project Area”), approving a redevelopment plan and project for the Redevelopment Project Area and adopting tax increment allocation financing; and

WHEREAS, the City amended the redevelopment plan and project by amending the tax increment allocation financing plan budget and the equalized assessed valuation; and

WHEREAS, it is desirable and in the best interests of the residents of the City for the City to implement tax increment allocation financing pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code, known and cited as the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”), for a proposed redevelopment plan (the “Amended Redevelopment Plan”) and a proposed redevelopment project (with the Amended Redevelopment Plan, the “Amended Redevelopment Plan and Project”) within the municipal boundaries of the City and within the Redevelopment Project Area described in Section 3 of this Ordinance; and

WHEREAS, the Corporate Authorities have heretofore by ordinance approved the Amended Redevelopment Plan and Project, which Amended Redevelopment Plan and Project were identified in such ordinance and were the subject, along with the Redevelopment Project Area, of a public hearing held on November 10, 2009, and it is now necessary and desirable to re-designate the Redevelopment Project Area as a redevelopment project area in connection with the Amended Redevelopment Plan and Project pursuant to the Act; and

WHEREAS, the Redevelopment Project Area constitutes in the aggregate more than one and one-half (1½) acres; and

WHEREAS, the Corporate Authorities hereby find that there exist conditions that cause the Redevelopment Project Area to be subject to designation as a redevelopment project area under the Act and to be classified as a “blighted area” as defined in Section 11-74.4-3(a) of the Act; and

WHEREAS, the Corporate Authorities hereby find that the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Amended Redevelopment Plan; and

WHEREAS, the Corporate Authorities hereby find that the parcels of real property in the Redevelopment Project Area are contiguous, and only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements are included in the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have otherwise complied with all conditions precedent required by the Act including, without limitation, giving proper notice, convening a

joint review board and conducting a public hearing in accordance with the provisions of the Act;
and

WHEREAS, the Corporate Authorities find that it is in the best interests of its residents to re-designate the Redevelopment Project Area as a redevelopment project area in connection with the Amended Redevelopment Plan and Project.

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

Section 1. That the foregoing recitals to this Ordinance are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. Pursuant to Section 11-74.4-4 of the Act, a redevelopment project area may not be designated unless a plan and project are approved prior to the designation of such area. To ensure compliance with the Act, the City hereby re-designates the Redevelopment Project Area as a redevelopment project area in connection with the Amended Redevelopment Plan and Project. A copy of this Ordinance shall be attached to the Amended Redevelopment Plan and Project to effect the actions taken pursuant hereto, but any failure to so attach this Ordinance shall not abrogate, diminish, impair or delay the effect of any such actions. Upon adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the County Clerk of the county in which any part of the Redevelopment Project Area is located.

Section 3. That the Redevelopment Project Area, as legally described in Exhibit A, attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the Redevelopment Project Area is described in Exhibit B, attached hereto and incorporated herein as if set out in full by this reference. The map of the Redevelopment Project

Area is depicted on Exhibit C, attached hereto and incorporated herein as if set out in full by this reference. 1997 shall be the year that the county clerk shall use for determining the total initial equalized assessed value of the Redevelopment Project Area consistent with Section 11-74.4-9 of the Act. A list of the parcel or tax identification number of each parcel of property included in the Redevelopment Project Area is set forth in Exhibit D, attached hereto and incorporated herein as if set out in full by this reference.

Section 4. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2009.

AYES ____ NAYS ____ ABSENT ____

APPROVED by me this ____ day of _____, 2009.

Mayor

ATTEST:

CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION OF THE REDEVELOPMENT PROJECT
AREA

The boundaries of the Project Area are legally described as follows:

That part of Sections 19 and 20, in Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois: Bounded on the north by the north lines of Sections 19 and 20; bounded on the south by the south line and south line extended of the east-west alley lying south of Roosevelt Road and north of 13th Street; bounded on the west by the west line of Maple Avenue and bounded on the east by the east line of the west half of the northwest quarter of said section 20.

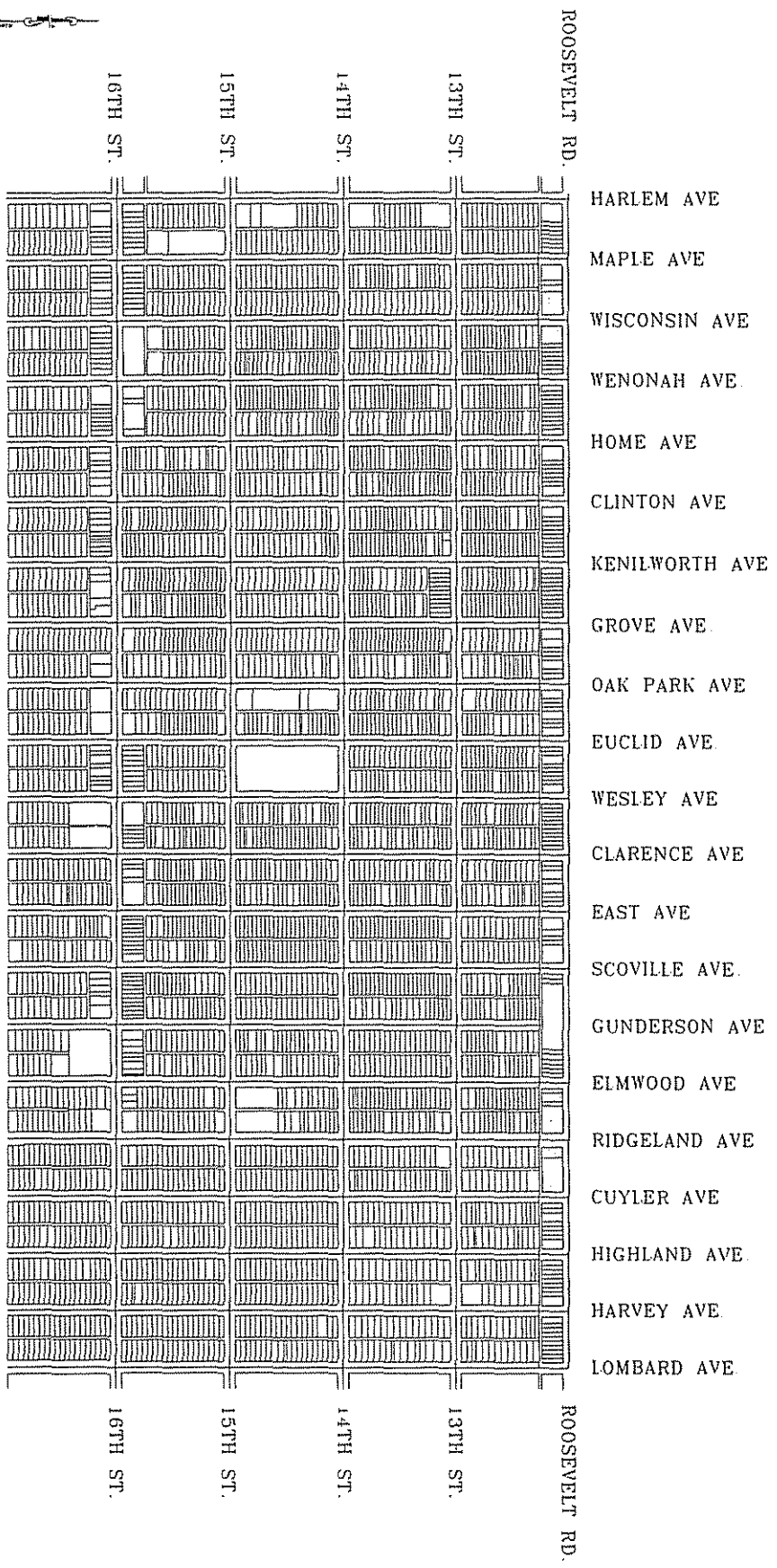
EXHIBIT B
**GENERAL STREET LOCATION OF THE REDEVELOPMENT
PROJECT AREA**

The TIF District is generally bounded by the following streets:

- Maple Avenue on the west;
- Lombard Avenue on the east;
- The north side of the Roosevelt Road right-of-way on the north;
- Alleys south of parcels fronting on the south side of Roosevelt Road on the south.

EXHIBIT C
MAP OF THE REDEVELOPMENT
PROJECT AREA

CITY OF BERWYN, ILLINOIS
ROOSEVELT ROAD TIF DISTRICT MAP
 MAYOR - ROBERT J. LOVERO
 CITY CLERK - THOMAS J. PAVLIK



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1/2" = 100' SCALE
 NORTH
 DATE: JAN. 2007

DATE: JAN. 2007

EXHIBIT D
**THE LIST OF THE PARCEL OR TAX IDENTIFICATION NUMBER OF
EACH PARCEL OR PROPERTY INCLUDED IN THE AMENDED
REDEVELOPMENT PROJECT AREA**

16-19-101-001-0000	16-19-106-006-0000	16-19-203-008-0000
16-19-101-002-0000	16-19-106-007-0000	16-19-204-001-0000
16-19-101-003-0000	16-19-106-008-0000	16-19-204-002-0000
16-19-101-039-0000	16-19-106-009-0000	16-19-204-003-0000
16-19-102-005-0000	16-19-106-010-0000	16-19-204-004-0000
16-19-102-006-0000	16-19-106-011-0000	16-19-204-005-0000
16-19-102-007-0000	16-19-107-001-0000	16-19-205-001-0000
16-19-102-008-0000	16-19-107-002-0000	16-19-205-002-0000
16-19-102-009-0000	16-19-107-003-0000	16-19-205-043-0000
16-19-102-010-0000	16-19-107-004-0000	16-19-206-005-0000
16-19-102-011-0000	16-19-107-005-0000	16-19-206-006-0000
16-19-102-047-0000	16-19-107-006-0000	16-19-206-007-0000
16-19-102-048-0000	16-19-107-007-0000	16-19-206-008-0000
16-19-102-049-0000	16-19-107-008-0000	16-19-206-009-0000
16-19-102-050-0000	16-19-200-001-0000	16-19-206-010-0000
16-19-103-001-0000	16-19-200-002-0000	16-19-206-042-0000
16-19-103-002-0000	16-19-200-003-0000	16-19-207-001-0000
16-19-103-003-0000	16-19-200-004-0000	16-19-207-002-0000
16-19-103-004-0000	16-19-200-005-0000	16-19-207-003-0000
16-19-103-005-0000	16-19-200-006-0000	16-19-207-048-0000
16-19-103-006-0000	16-19-200-007-0000	16-20-100-031-0000
16-19-103-007-0000	16-19-200-008-0000	16-20-100-039-1001
16-19-103-008-0000	16-19-201-001-0000	16-20-100-039-1002
16-19-103-009-0000	16-19-201-002-0000	16-20-100-039-1003
16-19-103-010-0000	16-19-201-003-0000	16-20-100-039-1004
16-19-103-011-0000	16-19-201-004-0000	16-20-100-039-1005
16-19-104-001-0000	16-19-201-005-0000	16-20-100-039-1007
16-19-104-002-0000	16-19-201-006-0000	16-20-100-039-1008
16-19-104-003-0000	16-19-201-007-0000	16-20-100-039-1009
16-19-104-004-0000	16-19-201-008-0000	16-20-100-039-1010
16-19-104-005-0000	16-19-201-009-0000	16-20-100-039-1011
16-19-104-006-0000	16-19-202-001-0000	16-20-100-039-1012
16-19-104-007-0000	16-19-202-002-0000	16-20-100-039-1013
16-19-104-008-0000	16-19-202-003-0000	16-20-100-039-1014
16-19-105-001-0000	16-19-202-004-0000	16-20-100-039-1015
16-19-105-002-0000	16-19-202-005-0000	16-20-100-039-1017
16-19-105-003-0000	16-19-202-006-0000	16-20-100-039-1018
16-19-105-004-0000	16-19-202-007-0000	16-20-100-039-1019
16-19-105-005-0000	16-19-202-008-0000	16-20-100-039-1020
16-19-105-006-0000	16-19-202-009-0000	16-20-100-039-1021
16-19-105-007-0000	16-19-202-010-0000	16-20-100-039-1022
16-19-105-008-0000	16-19-202-011-0000	16-20-100-039-1023
16-19-105-009-0000	16-19-203-001-0000	16-20-100-039-1024
16-19-105-010-0000	16-19-203-002-0000	16-20-100-039-1025
16-19-106-001-0000	16-19-203-003-0000	16-20-100-039-1026
16-19-106-002-0000	16-19-203-004-0000	16-20-100-039-1027
16-19-106-003-0000	16-19-203-005-0000	16-20-100-039-1028
16-19-106-004-0000	16-19-203-006-0000	16-20-100-039-1030
16-19-106-005-0000	16-19-203-007-0000	16-20-100-039-1031

16-20-100-039-1032
16-20-100-039-1033
16-20-100-039-1034
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16-20-100-039-1040
16-20-100-039-1041
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16-20-100-039-1060
16-20-100-039-1061
16-20-100-039-1062
16-20-100-039-1063
16-20-100-039-1064
16-20-101-001-0000
16-20-101-002-0000
16-20-101-003-0000
16-20-101-004-0000
16-20-101-005-0000
16-20-101-006-0000
16-20-101-007-0000
16-20-101-008-0000

16-20-102-001-0000
16-20-102-002-0000
16-20-102-003-0000
16-20-102-004-0000
16-20-102-005-0000
16-20-102-006-0000
16-20-102-007-0000
16-20-102-008-0000
16-20-102-009-0000
16-20-103-001-0000
16-20-103-002-0000
16-20-103-003-0000
16-20-103-004-0000
16-20-103-005-0000
16-20-103-006-0000
16-20-103-007-0000
16-20-103-008-0000
16-20-103-009-0000
16-20-103-010-0000

ORDINANCE _____

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE ROOSEVELT REDEVELOPMENT PROJECT AREA FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 1997, the Mayor and the City Council (collectively, the “Corporate Authorities”) adopted a series of ordinances, as supplemented and amended in 2000, designating a redevelopment project area known as the Roosevelt Redevelopment Project Area of the City (the “Redevelopment Project Area”), approving a redevelopment plan and project for the Redevelopment Project Area and adopting tax increment allocation financing; and

WHEREAS, the City amended the redevelopment plan and project by amending the tax increment allocation financing plan budget and the equalized assessed valuation; and

WHEREAS, in connection with the foregoing, by the passage of an ordinance, the City has heretofore approved an amended redevelopment plan and project (the “Amended Redevelopment Plan and Project”) as required by Division 74.4 of Article 11 of the Illinois Municipal Code, known as the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”); and

WHEREAS, by the passage of an ordinance, the City has heretofore re-designated the Redevelopment Project Area as a redevelopment project area in connection with the Amended Redevelopment Plan and Project as required by the Act and has otherwise complied with all other conditions precedent required by the Act; and

WHEREAS, it is desirable and in the best interests of the residents of the City for the City to implement tax increment allocation financing pursuant to the Act; and

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

Section 1. That the foregoing recitals to this Ordinance are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Amended Redevelopment Plan and Project within the Redevelopment Project Area, as legally described in Exhibit A, attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Redevelopment Project Area is described in Exhibit B, attached hereto and incorporated herein as if set out in full by this reference. The map of the Redevelopment Project Area is depicted in Exhibit C, attached hereto and incorporated herein as if set out in full by this reference.

Section 3. That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until redevelopment project costs and all City obligations financing redevelopment project costs incurred under the Act have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the

Redevelopment Project Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area, as set forth in Section 11-74.4-8 of the Act, shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, designated the "Roosevelt Redevelopment Project Area Special Tax Allocation Fund" of the City and such taxes shall be used for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

Section 4. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2009.

AYES ____ NAYS ____ ABSENT ____

APPROVED by me this ____ day of _____, 2009.

Mayor

ATTEST:

CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION OF THE REDEVELOPMENT PROJECT
AREA

The boundaries of the Project Area are legally described as follows:

That part of Sections 19 and 20, in Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois: Bounded on the north by the north lines of Sections 19 and 20; bounded on the south by the south line and south line extended of the east-west alley lying south of Roosevelt Road and north of 13th Street; bounded on the west by the west line of Maple Avenue and bounded on the east by the east line of the west half of the northwest quarter of said section 20.

EXHIBIT B
**GENERAL STREET LOCATION OF THE REDEVELOPMENT
PROJECT AREA**

The TIF District is generally bounded by the following streets:

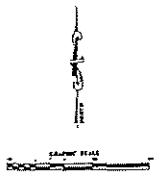
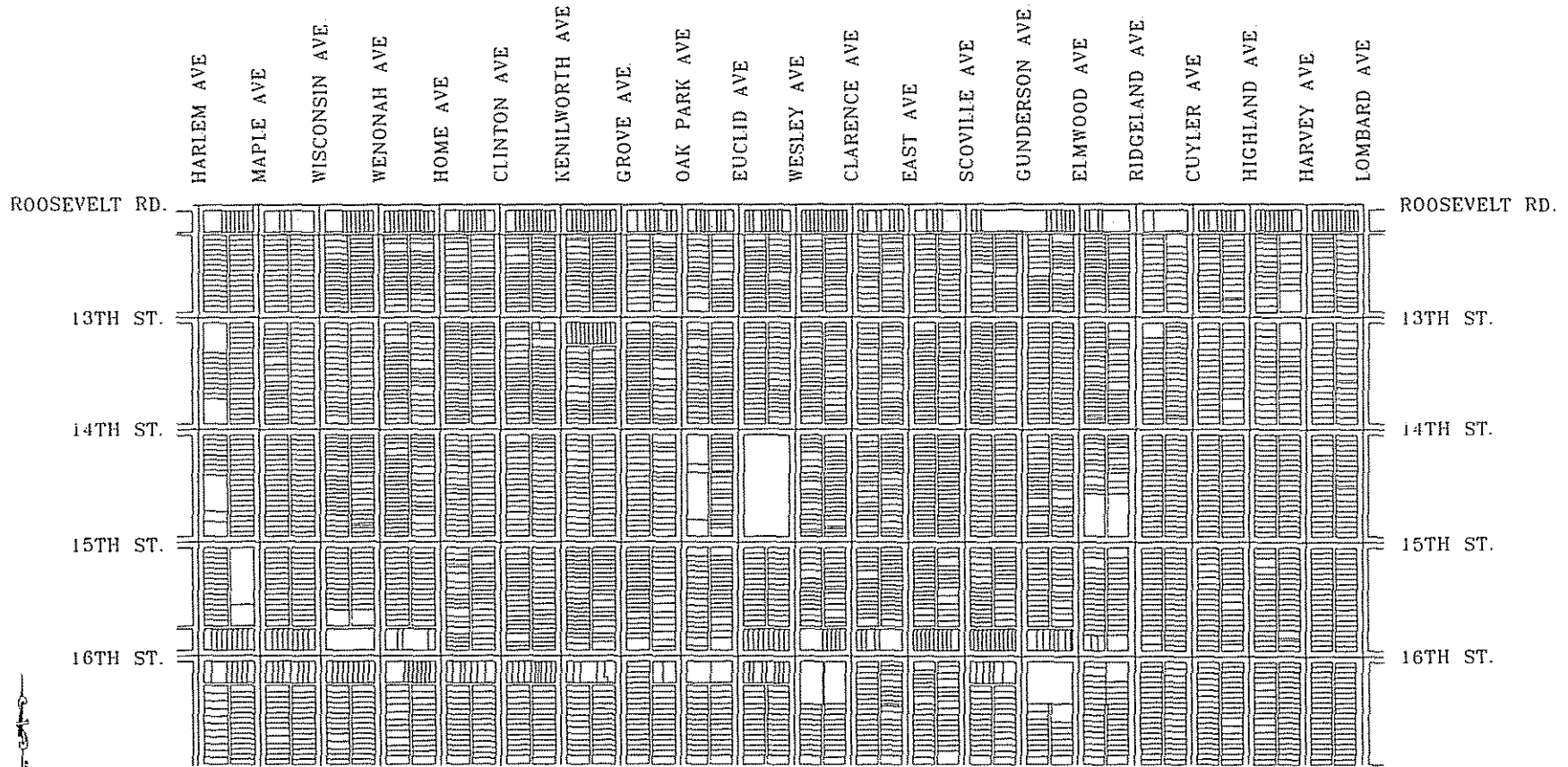
- Maple Avenue on the west;
- Lombard Avenue on the east;
- The north side of the Roosevelt Road right-of-way on the north;
- Alleys south of parcels fronting on the south side of Roosevelt Road on the south.

EXHIBIT C
MAP OF THE REDEVELOPMENT PROJECT AREA

CITY OF BERWYN, ILLINOIS ROOSEVELT ROAD TIF DISTRICT MAP

MAYOR - ROBERT J. LOVERO

CITY CLERK - THOMAS J. PAVLIK



REVISIONS					
NO.	DATE	BY	CHKD.	APP.	DESC.

IRI FRANK INFANT AND ASSOCIATES, INC.
 PROFESSIONAL CIVIL ENGINEERS
100 W. WASHINGTON ST. • BERWYN, ILL. 60404 • TEL: 708.461.1100

DATE JAN., 2007



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

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

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

November 20, 2009

Members of the Council

Re: Clean City Commission

Council Members:

The Clean City Commission has had numerous organizational meetings and is now ready to be activated in their volunteer work in the community. I am requesting that Council concur with my recommendations in appointing the members of the Clean City Commission as per the attached.

Thank you for your Concurrence in this matter:

Respectfully,

A handwritten signature in black ink, appearing to read 'R. J. Lovero', with a long horizontal flourish extending to the right.

Robert J. Lovero
Mayor

CLEAN CITY COMMISSION

NAME

POSITION

Sam DiNuzzo

Citizen

Mark Hayes

Citizen

Robert Schiller

Director of Public Works

Yvonne Taylor

Citizen

Charles Lazzara

Building Director

Tom Bensen

Business Cermak Road

Regina Medicino

Business Depot District

Daniel Lane

School District 100

Joanne Zendol

Citizen

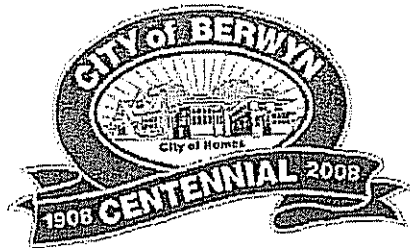
Stephanie Delfiacco

School District 98



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

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

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

November 20, 2009

Mayor Robert J. Lovero and Members
Of the Berwyn City Council

Re: 2010 Schedule of City Council Meetings and Holidays

Dear Mayor and Council Members:

Attached please find a tentative schedule of regular City Council Meetings and Holidays for the fiscal year 2010.

Respectfully submitted,

Thomas J. Pavlik
City Clerk

**SCHEDULE OF REGULAR MEETINGS OF THE BERWYN CITY COUNCIL FOR
FISCAL YEAR 2010**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF BERWYN WILL HOLD REGULAR MEETINGS IN 2010 IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING, 6700 W. 26TH STREET, BERWYN, ILLINOIS, AT 8:00 PM EVERY 2ND AND 4TH TUESDAY, EXCEPT HOLIDAYS, AS FOLLOWS:

JANUARY 12, 2010
JANUARY 26, 2010
FEBRUARY 9, 2010
FEBRUARY 23, 2010
MARCH 9, 2010
MARCH 23, 2010
APRIL 13, 2010
APRIL 27, 2010
MAY 11, 2010
MAY 25, 2010
JUNE 8, 2010
JUNE 22, 2010

JULY 13, 2010
JULY 27, 2010
AUGUST 10, 2010
AUGUST 24, 2010
SEPTEMBER 14, 2010
SEPTEMBER 28, 2010
OCTOBER 12, 2010
OCTOBER 26, 2010
NOVEMBER 9, 2010
NOVEMBER 23, 2010
DECEMBER 14, 2010
DECEMBER 28, 2010

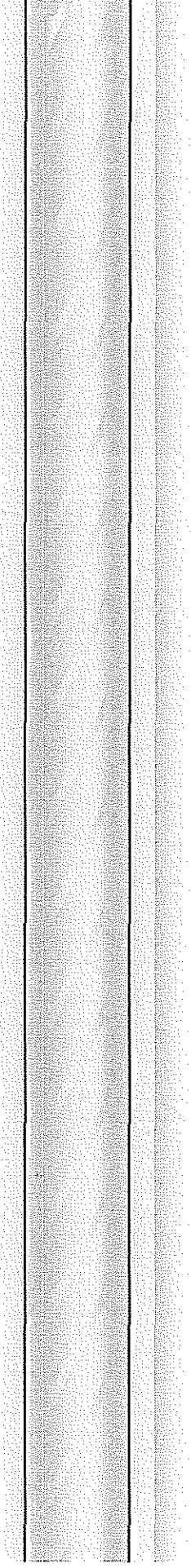
NOTICE IS HEREBY GIVEN THAT THE CITY HALL OF BERWYN, COOK COUNTY, STATE OF ILLINOIS, WILL BE CLOSED IN OBSERVANCE OF THE FOLLOWING:

FRIDAY, JANUARY 1, 2010
MONDAY, JANUARY 18, 2010
MONDAY, FEBRUARY 15, 2010
FRIDAY, APRIL 2, 2010
MONDAY, MAY 31, 2010
MONDAY, JULY 5, 2010
MONDAY, SEPTEMBER 6, 2010
MONDAY, OCTOBER 11, 2010
THURSDAY, NOVEMBER 11, 2010
THURSDAY, NOVEMBER 25, 2010
FRIDAY, NOVEMBER 26, 2010
FRIDAY, DECEMBER 24, 2010

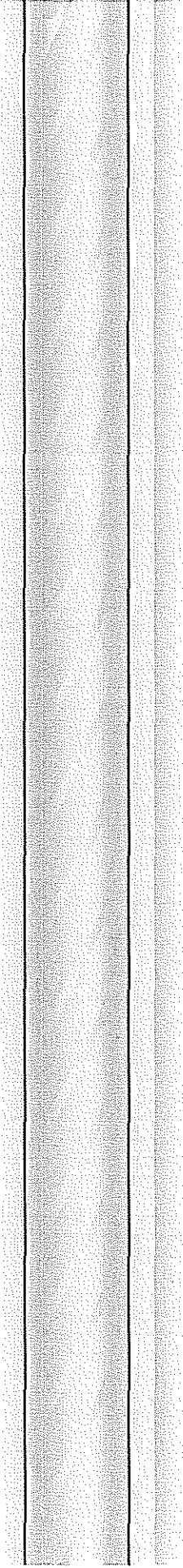
NEW YEAR'S HOLIDAY
MARTIN LUTHER KING DAY
PRESIDENT'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS HOLIDAY

APPROVED BY THE BERWYN CITY COUNCIL ON

THOMAS J. PAVLIK - CITY CLERK



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



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

Handwritten scribbles in the top left corner.

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 11/24/09

Deferred Communication

Agenda Item I-1 is a Deferred Communication from C C Meeting dated 11/10/09 Item #22

FROM BERWYN MAIN STREET DIRECTOR

Re: CITY OF BERWYN & BERWYN MAIN STREET AGREEMENT

I-8



ITEM NO 22
DATE NOV 10 2009
DISPOSITION Super

November 5, 2009

The Honorable Robert J. Lovero, Mayor
Members of the Berwyn City Council
Berwyn City Hall
6700 W. 26th Street
Berwyn, IL 60402

RE: City of Berwyn and Berwyn Main Street Agreement

Mayor and City Council Members:

In an ongoing effort, and continuing collaboration between BMS and the City of Berwyn, please find attached the Agreement between the City of Berwyn and the Berwyn Main Street organization. The Agreement is for a two-year period beginning on January 1, 2010 and expiring on December 31, 2011.

The agreement is modeled off the current agreement that is to expire on December 31, 2009. The BMS will provide an annual report to the Mayor and City Council.

The Berwyn Development Corporation's (BDC) Board of Directors and Cermak/Roosevelt Road TIF Committee have both unanimously agreed to recommend approval and funding of the Berwyn Main Street program for 2010 and 2011. Funding for the Main Street program is TIF eligible.

Due to the Cermak Road TIF ending, we are asking that our funding be provided to us in a lump sum, no later than January of each year. In the previous agreement the City funded BMS by providing 30% of our budget from their general fund and 70% of our budget from the TIF account, due to the current economic situation BMS will not request any monies from the City's general fund, but simply ask that the City continue to support us with in-kind donations when and if appropriate.

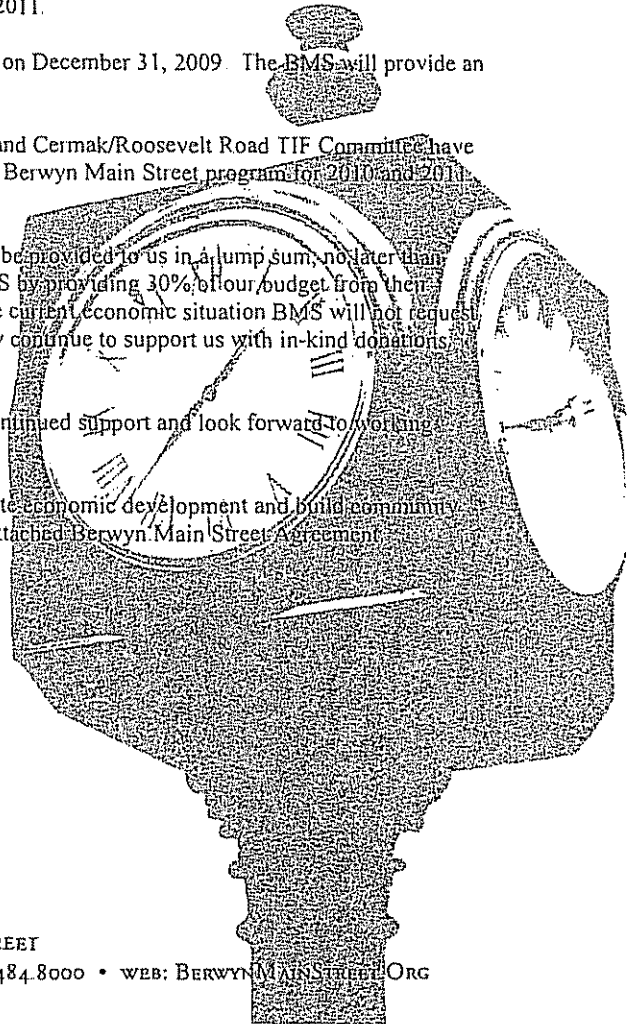
The Berwyn Main Street Board of Directors and I appreciate your continued support and look forward to working collaboratively to ensure the continued success of Cermak Road.

We have made significant progress in our role to stimulate and promote economic development and build community partnerships. Therefore we are asking the city council approve the attached Berwyn Main Street Agreement.

Respectfully,

Dario Solano
Executive Director
Berwyn Main Street

Cc: Berwyn Main Street Board



City of Berwyn and Berwyn Main Street Agreement

The Berwyn Main Street program was established to coordinate Berwyn's Cermak commercial revitalization effort, and to provide design assistance to property owners, manage business recruitment activities, conduct special events, and develop an image campaign. As part of its activities, BMS will, on an annual basis, conduct a minimum of one (1) workshop for businesses, serve as primary sponsor/organizer of at least two (2) special events, and strive to achieve a ground floor commercial vacancy rate of no more than 20 percent on an annual basis in the BMS District. Other services to be provided by BMS in an on-going and "as requested" basis.

In order for the program to continue to be successful, the City needs to commit to the program for a period of not less than 2 years. Therefore, the City hereby agrees to a 2-year contract (effective January 1, 2010 through December 31, 2011) with the BMS organization. The Council shall also appoint a City liaison to the Main Street Board on a yearly basis. As stated in our cover letter, BMS will waive its 30% funding from the City's general fund, at this time, but reserve the right to request additional funding as the economy improves

The City will fund the amounts agreed to in the Cermak TIF budget, in the following manner:

- The TIF amount for the year 2010 is \$129,500 and will be paid to BMS in full no later than January 31, 2010
- The TIF amount for the year 2011 is \$136,500 and will be paid to BMS in full no later than January 31, 2011.

In addition, the BMS organization will provide an annual report to the Mayor and City Council on its progress in achieving these objectives. Such report will include an approximate net of new businesses, the number of building renovations, and public and private reinvestment statistics occurring in the corridor. Such data will be made available in the reports produced by BMS

The term of this contract is for a period of two (2) years, commencing on January 1, 2010 and ending on December 31, 2011.

City of Berwyn, Illinois

Mayor

Date

Attest

City Clerk

Berwyn Main Street

President

Date

Attest:

Executive Director

112



November 19, 2009

The Honorable Robert J. Lovero, Mayor
Members of the Berwyn City Council
Berwyn City Hall
6700 W. 26th Street
Berwyn, IL 60402

RE: City of Berwyn and Berwyn Main Street Agreement

Mayor and City Council Members:

The Berwyn Main Street Mission is to stimulate and promote the revitalization and preservation of the Cermak Road corridor while fostering economic development and encouraging community partnerships. In an ongoing effort and continuing collaboration between BMS and the City of Berwyn, please find the attached Amended Agreement between the City of Berwyn and the Berwyn Main Street Organization. In addition we are providing you with a letter from Wendy Bell, Certified Main Street Manager (CMSM), Program Coordinator, Illinois Main Street, which updates you on the status of the BMS designation, a copy of our budget, and our IRS form 990.

According to our amended agreement, which now reflects a one-year commitment, we also will not request our second installment from the City's 2009 general fund, which will result in saving the City of Berwyn \$24,045.00.

The Berwyn Main Street Board of Directors and I appreciate your continued support.

Respectfully,

Dario Solano
Executive Director
Berwyn Main Street

Cc: Berwyn Main Street Board

Amended 2010 City of Berwyn and Berwyn Main Street Agreement

The Berwyn Main Street Organization was established to coordinate Berwyn's Cermak Road commercial revitalization effort and to provide design assistance to property owners, manage business recruitment activities, conduct special events and develop an image campaign. As part of its activities BMS will, on an annual basis, conduct a minimum of one (1) workshop for businesses, serve as primary sponsor/organizer of at least two (2) special events and strive to achieve a ground floor commercial vacancy rate of no more than 20 percent on an annual basis in the BMS District. Other services will be provided by BMS in an on-going and "as requested" basis.

In order for the program to continue to be successful, the City of Berwyn needs to commit to the program for a period of not less than one (1) year. Therefore, the City hereby agrees to a one (1) year contract (effective January 1, 2010 through December 31, 2010) with the BMS organization. The Council shall also appoint a City liaison to the Main Street Board on a yearly basis. As stated in our cover letter, BMS will waive its 30% funding from the City's general fund, at this time but reserve the right to request additional funding as the economy improves.

The City will fund the amounts agreed to in the Cermak TIF budget, in the following manner:

- The TIF amount for the year 2010 is \$129,500 and will be paid to BMS in full no later than January 31, 2010.

In addition, the BMS organization will provide an annual report to the Mayor and City Council on its progress in achieving these objectives. Such report will include an approximate net of new businesses, the number of building renovations, and public and private reinvestment statistics occurring in the corridor. Such data will be made available in the reports produced by BMS.

The term of this contract is for a period of one (1) year, commencing on January 1, 2010 and ending on December 31, 2010.

City of Berwyn, Illinois

Mayor

Date

Attest

City Clerk

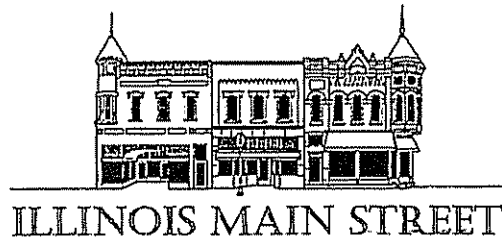
Berwyn Main Street

President

Date

Attest:

Executive Director



November 18, 2009

The Honorable Robert Lovero, Mayor
and Council Members
City of Berwyn
6700 26th Street
Berwyn, IL 60402

Dear Mayor Lovero and Berwyn City Council Members,

In April of this year I sent a letter to clarify Berwyn's status within the Illinois Main Street Program. Some time has passed, and I felt an update was appropriate.

As you may remember, Berwyn Main Street has completed all necessary steps and provided the documentation for their designation. All that remains is an affirmative vote from the Illinois Main Street Council. Therein lies the problem. With so many previous issues concerning boards and commissions, Governor Quinn has chosen to review the membership of all councils as well as provide an opportunity to apply for these positions. Consequently, our advisory council is in a state of transition and we have not had a meeting since early this year. We hope to have members in place and hold a meeting within the next few months. I am confident that Berwyn will be officially voted for designation at that time.

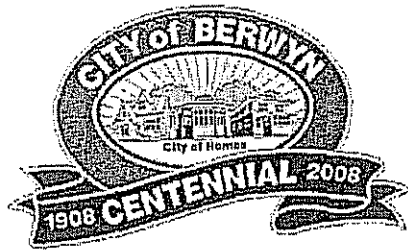
Until then, if you have any questions, please do not hesitate to contact me at wendy.bell@illinois.gov or 217/558-2838.

Sincerely,

Wendy Bell, CMSM
Program Coordinator
Illinois Main Street
Springfield, IL 62706

cc: Berwyn Main Street

Robert J. Lovero
Mayor



Thomas Pavlik
City Clerk

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Jeffrey Boyajian
2nd Ward Alderman

Date: November 9, 2009

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

Ladies and Gentlemen:

A meeting of the Public Works Committee was held

on: Monday, November 9, 2009 at 4:30 p.m. Berwyn City Hall

Those in attendance Aldermen Boyajian, (Chair) Alderman Paul (Member) also, Traffic Engineer , N. Campbell, City Administrator, Brian Pabst, and Public Works Director, R. Schiller

The matters discussed was referral item # 21 dated July 28, 2009 in regards to:
Concrete V-gutter Alley versus Asphalt Overlay Cost Comparison

It is the recommendation of the committee that the item be removed from the book, due to completion

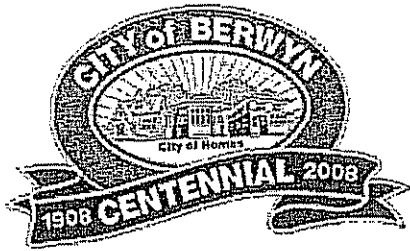
Voting Aye: Boyajian, Paul

Voting Nay: 0

Adjourned: 6:00 p.m.

Jeffrey Boyajian-Chairman
Michele Skryd-Member
Marge Paul-Member

Robert J. Lovero
Mayor



Thomas Pavlik
City Clerk

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Date November 9, 2009

Margaret Paul
3rd Ward Alderman

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

Ladies and Gentlemen:
A meeting of the _____ Parking & Traffic Committee _____ was held

on November 9, 2009 at 6:10 pm - Berwyn City Hall

Those in attendance were: Aldermen Paul (Chair), (Members)Laureto, Polashek, Traffic Engineer N. Campbell, and P.W. Director R. Schiller

The matters discussed were:
General matters not on referral list

There were no recommendations generated at this time.

Voting Aye: _____

Nays: _____

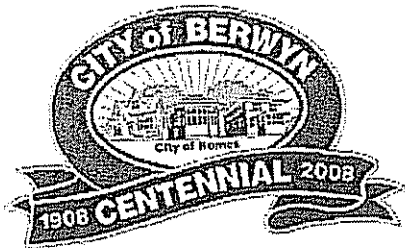
Excused: _____

Adjourned: _____

Margaret Paul-Chairman
Nora Laureto-Member
Theodore Polaske-Member

IS

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

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Cesar Santoy
5th Ward Alderman

Date: November 19, 2009

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

Ladies and Gentlemen:

A meeting of the Business License & Taxation was held

On Thursday, November 19, 2009 at 6:05 p.m. Berwyn City Hall, Conference Room

Those in attendance were: Aldermen Santoy (Chair), Avila, Skryd, (Members) also, Building Director Lazzara and City Administrator Brian Pabst.

The matter discussed was referral item _____ dated _____ in regards to
Building Department Suggested Increases

It is the recommendation of the committee that the City Council approve the recommended Building Department Fee Increase

Voting Aye: Santoy, Avila, Skryd

Voting Nay: _____

Adjourned: 6:55 p.m.

Cesar Santoy-Chairman
Rafael Avila-Member
Michele Skryd-Member

Building Department Suggested Increases

Permit/Inspection/Fine	Oak Park	Current Price	Suggested Price	Issued	Additional Revenue
Fence Installation Permit	\$80	\$ 25.00	\$ 35.00	216	\$ 2,160.00
Building Permit (up to \$2,000 in cost)		\$ 30.00	\$ 40.00	142	\$ 1,420.00
Each additional \$1,000 of cost		\$ 10.00	\$ 15.00		\$ -
AC Permit	\$105 up to 3 tons plus \$14 for each add. ton	\$ 50.00	\$ 75.00	170	\$ 4,250.00
Plumbing Permit (up to \$2,000 in cost)	starts at \$44	\$ 30.00	\$ 40.00	403	\$ 4,030.00
Each additional \$1,000 of cost		\$ 10.00	\$ 15.00		\$ -
POD Permit		\$ 25.00	\$ 25.00	20	\$ -
Electrical Permit (up to \$2,000 in cost)	starts at \$50	\$ 30.00	\$ 40.00	399	\$ 3,990.00
Each additional \$1,000 of cost		\$ 10.00	\$ 15.00		\$ -
Parkway Permit	\$55	\$ 30.00	\$ 40.00		\$ -
Each additional \$1,000 of cost		\$ 10.00	\$ 15.00		\$ -
Street Permit	\$80	\$ 30.00	\$ 40.00		\$ -
Each additional \$1,000 of cost		\$ 10.00	\$ 15.00		\$ -
Sidewalk Permit	\$80	\$ 30.00	\$ 40.00		\$ -
Each additional \$500 of cost		\$ 10.00	\$ 15.00		\$ -
Dumpster Permit		\$ 25.00	\$ 50.00	101	\$ 2,525.00
Garage 1 Car		\$ 25.00	\$ 25.00		\$ -
Garage 2 Car		\$ 75.00	\$ 100.00	85	\$ 2,125.00
Garage 3 Car		\$ 100.00	\$ 125.00		\$ -
Water Heater Installation Permit		\$ 25.00	\$ 35.00		\$ -
Boiler Installation Permit	\$140	\$ 75.00	\$ 100.00		\$ -
Roofs (for projects below \$5,000)	1st 100' \$27	\$ 50.00	\$ 50.00	703	\$ -
Each additional \$1,000 in cost	additional 100' \$2.25	\$ 10.00	\$ 15.00		\$ -
Local Improvement Permit (basic fee up to \$2000 in cost)		\$ 30.00	\$ 40.00	2523	\$ 25,230.00
Local Improvement Permit (charge for each additional \$1,000 of cost)		\$ 10.00	\$ 15.00		\$ -
In-house Inspection		\$ 30.00	\$ 50.00	10249	\$ 204,980.00
Electrical Inspector		\$ 30.00	\$ 50.00		\$ -
Plumbing Inspector		\$ 30.00	\$ 50.00		\$ -
Electrical Service Inspections		\$ 30.00	\$ 50.00		\$ -
Don M. Residential Inspections (Increase for Processing Cost)		\$ 50.00	\$ 65.00	517	\$ 7,755.00
Don M. Commercial Inspections (Increase for Processing Cost)		\$ 125.00	\$ 140.00	312	\$ 4,680.00
Blight Fines for Commercial/Restaurant		\$ 100.00	\$ 150.00		\$ -
Fines- Working Without a Permit		\$ 500.00	\$ 500.00		\$ -
				Total Additional Revenue	\$ 263,145.00



J. Staff Reports

The City of Berwyn



Brian L. Pabst
City Administrator

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

November 18, 2009

To: Mayor and City Council

From: Brian Pabst, City Administrator

Re: Recommendation of Cleaning Services

Ladies and Gentlemen:

At a previous City Council Meeting, I was directed to review bids from different cleaning maintenance companies to service all City buildings. After much consideration, I am recommending the City choose Crystal Management and Maintenance Services, Corporation. They followed the guidelines within the bid, offered the lowest cost per hour of work using eco friendly cleaning methods, and have positive references with various municipalities.

Thank you for your consideration of my recommendation.

Respectfully,

Brian Pabst
City Administrator

The City of Berwyn



Brian L. Pabst
City Administrator

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November 18, 2009

To: Mayor and City Council

From: Brian Pabst, City Administrator

Re: Recommendation of Cleaning Supply Company

Ladies and Gentlemen:

At a previous City Council Meeting I was directed to review bids from different cleaning supply companies. After much consideration, I am recommending the City choose 1st Source America. They followed all of the guidelines within the bid, offered the most competitive prices (lower than all other competitors), and also offered more eco friendly products.

Thank you for your consideration of my recommendation.

Respectfully,

Brian Pabst
City Administrator

SB
The City of Berwyn



Brian L. Pabst
City Administrator

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November 20, 2009

To: Mayor and City Council

From: Brian Pabst, City Administrator

Re: Recommendation of Increase in License Fees

Ladies and Gentlemen:

At a previous City Council Meeting, the recommendation of increases in license fees was sent to C.O.W. There have been three changes in the Contractor License Suggestions. A towing license fee was added and both the snow plowing license and window cleaning license were given a flat fee as those are seasonal jobs. I am recommending the City to include these changes along with the original recommendation of increases in license fees.

Thank you for your consideration of my recommendation.

Respectfully,

Brian Pabst
City Administrator

Suggestions in Increases in Collections

1. Business Licenses

- Currently the City of Berwyn is only charging for the business license. Our suggestion is that the City should commence to charge a fee for the administration costs which include the processing of paperwork and inspections of businesses.
- The current administration fee of \$0 would increase to \$100 for standard businesses, \$0 to \$125 for restaurants and liquor establishments (as they require an extra inspection from the health dept.), and for any subsequent inspections an additional \$50 per inspection. Currently there are 54 Storefronts which would generate increased revenue of **\$5,400** and 4 Storefronts with Alcohol Included which would generate **\$500** in increased revenue.
The Town of Cicero now charges a \$95 application fee and The Village of La Grange now charges between \$200 and \$300 (determined by building dept) application fee.
- Currently there is a Phone Use License (businesses run out of homes) that is \$50. Our suggestion is to increase that to \$75. During 2009 21 Phone Licenses have been issued. Using this number, increased revenue would be **\$525**.

2. Animal Licenses

Ordinance 616.07

Currently the City of Berwyn charges \$5.00 per animal. Our suggestion is to increase that to \$10. With an estimated total of 1200 licenses issued in 2009, the additional revenue would be approximately **\$6,000**.

3. Commuter Permits

- Currently there are 200 annual Metra Permits issued at \$330 each; our suggestion is to increase that to \$375. The additional revenue would be approximately **\$9,000**.
- Currently there are 200 quarterly Metra Permits issued at \$90; our suggestion is to increase that to \$100. The additional revenue would be approximately **\$2,000**.

4. Liquor Licenses

There are different classes of liquor licenses ranging in price from \$800 a year to \$4,125 a year. Our suggestion is to raise the license \$100 across the board. This would increase revenues **\$14,400**.

<u>License</u>	<u>Increased Revenue</u>
Motor Vehicles	\$133,520
Business Licenses	\$6,425
Animal Licenses	\$6,000
Commuter Permits	\$11,000
Liquor Licenses	\$14,400
Contractor Licenses	\$61,170
Building Dept. Permit/Licenses	\$263,145

Total Increased Revenue	\$495,660
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Liquor License Suggested Increases

License	Current Price	Suggested Price	Issued	Additional Revenue
A1	\$ 1,250.00	\$ 1,350.00	11	\$ 1,100.00
A2	\$ 950.00	\$ 1,050.00	3	\$ 300.00
A3	\$ 950.00	\$ 1,050.00	10	\$ 1,000.00
B1	\$ 1,625.00	\$ 1,725.00	35	\$ 3,500.00
B3.1	\$ 2,125.00	\$ 2,225.00	9	\$ 900.00
B3.2	\$ 2,625.00	\$ 2,725.00	6	\$ 600.00
B3.3	\$ 3,125.00	\$ 3,225.00	1	\$ 100.00
B3.4	\$ 3,625.00	\$ 3,725.00	3	\$ 300.00
B2	\$ 1,800.00	\$ 1,900.00	2	\$ 200.00
C1	\$ 1,250.00	\$ 1,350.00	12	\$ 1,200.00
C3.1	\$ 1,750.00	\$ 1,850.00	1	\$ 100.00
C3.2	\$ 2,250.00	\$ 2,350.00	2	\$ 200.00
C3.3	\$ 2,750.00	\$ 2,850.00	1	\$ 100.00
C2	\$ 950.00	\$ 1,050.00	2	\$ 200.00
D1	\$ 1,625.00	\$ 1,725.00	17	\$ 1,700.00
D3.2	\$ 2,625.00	\$ 2,725.00	3	\$ 300.00
D3.3	\$ 3,125.00	\$ 3,225.00	4	\$ 400.00
D3.4	\$ 3,625.00	\$ 3,725.00	1	\$ 100.00
D3.5	\$ 4,125.00	\$ 4,225.00	4	\$ 400.00
F	\$ 800.00	\$ 900.00	8	\$ 800.00
G	\$ 500.00	\$ 600.00	1	\$ 100.00
H	\$ 1,625.00	\$ 1,725.00	2	\$ 200.00
H1	\$ 800.00	\$ 900.00	5	\$ 500.00
I	\$ 800.00	\$ 900.00	1	\$ 100.00

Total Increased Revenue	\$ 14,400.00
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Motor Vehicle Licenses Suggested Increases

License Type of Motorcycles & Passenger Vehicles	Oak Park Fee	Cicero Fee	Current Price	Suggested Price	Issued in 2008	Increased Revenue
Motor bikes, motor tricycles & scooters			\$ 30.00	\$ 35.00	154	\$ 770.00
Z (passenger autos, including ambulances & hearses)	\$ 45.00	\$ 40.00	\$ 35.00	\$ 40.00	22609	\$ 113,045.00
Z License Purchased at 1/2 off because issued within 2 months of new release			\$ 17.50	\$ 20.00	476	\$ 1,190.00
Z License Purchased Late (After July 1)	\$ 90.00		\$ 52.50	\$ 60.00	646	\$ 4,845.00
Z License Purchased Late (After Aug 1)			\$ 70.00	\$ 80.00	297	\$ 2,970.00
DV (disabled veterans' vehicles)			\$ -	\$ -		\$ -
W (handicapped persons' vehicles)	\$ 35.00		\$ 35.00	\$ 35.00		\$ -
CV (school and church buses)			\$ -	\$ -		\$ -
M (Municipally owned vehicles)			\$ -	\$ -		\$ -
SC (passenger automobiles, to owners which are residents of the City and not less than 65 years of age)	\$ 35.00	\$0 for 1st \$15 for additional	\$0 (for all cars in residence)	\$0 for 1st car registered at residence & regular price of Z license for all others registered to residence		
XPOW (vehicles owned by ex-prisoners of war)			\$ -	\$ -		\$ -
License Type of Motor Trucks, Tractor-Semitrailer Units & Motor Buses						
Class B (Private use only)		\$ 80.00	\$ 60.00	\$ 65.00	1686	\$ 8,430.00
B License Purchased at 1/2 off because issued within 2 months of new release			\$ 30.00	\$ 32.50		\$ -
B License Purchase Late (After July 1)			\$ 90.00	\$ 95.00		\$ -
B License Purchase Late (After Aug 1)			\$ 120.00	\$ 125.00		\$ -
*all other class types are recommended to stay at the same price						
Class C (Commercial)(Price Increases Based on Axles & Weight)		\$ 105.00	\$ 85.00	\$ 90.00	27	\$ 135.00
Class C Purchased at 1/2 off because issued within 2 months of new release			\$ 42.50	\$ 45.00	4	\$ 10.00
Class C Purchased Late (After July 1)			\$ 127.50	\$ 132.50		\$ -
Class C Purchased Late (After Aug 1)			\$ 170.00	\$ 175.00		\$ 5.00
Transfer Fee For Vehicle Licenses		\$ 10.00	\$ 2.00	\$ 10.00	265	\$ 2,120.00

Increased Revenue	\$ 133,520.00
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Contractor Licenses Suggested Pricing

Contractor License Type	Annual	6 Mo's	2 Mo's	Issued	Increase in Revenues
Awning Cleaner	\$75.00	\$40.00	\$10.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00	1	
Bathtub Liner Installer	\$75.00	\$40.00	\$15.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00	1	
Board-Up Service	\$75.00	\$40.00	\$10.00	6	\$ 450.00
Suggestion	\$150.00	\$75.00	\$40.00	6	
Carpet Cleaning Contractor	\$50.00	\$25.00	\$10.00	1	\$ 25.00
Suggestion	\$75.00	\$40.00	\$30.00	1	
Carpet Installer	\$75.00	\$40.00	\$15.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00	1	
Concrete Cutting & Coring	\$75.00	\$40.00	\$10.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00	1	
Crane Operator	\$100.00	\$50.00	\$30.00	1	\$ 50.00
Suggestion	\$150.00	\$75.00	\$40.00	1	
Disaster Cleaning & Restoration	\$75.00	\$40.00	\$10.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00	1	
Electrical	\$100.00	\$50.00	\$15.00	132	\$ 6,600.00
Suggestion	\$150.00	\$75.00	\$40.00	132	
Elevator Installer/Serv. Contractor	\$75.00	\$40.00	\$10.00	5	\$ 125.00
Suggestion	\$100.00	\$50.00	\$15.00	5	
Environmental	\$100.00	\$50.00	\$15.00	10	\$ 500.00
Suggestion	\$150.00	\$75.00	\$40.00	10	
Epoxy Painting	\$75.00	\$40.00	\$20.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00	1	
Excavating Contractor	\$100.00	\$50.00	\$15.00	8	\$ 400.00
Suggestion	\$150.00	\$75.00	\$40.00	8	
Fence Contractor	\$75.00	\$40.00	\$10.00	19	\$ 475.00
Suggestion	\$100.00	\$50.00	\$15.00	19	
Fire Place Installer	\$130.00	\$65.00	\$20.00	1	\$ 20.00
Suggestion	\$150.00	\$75.00	\$40.00	1	
Foundation Drilling	\$100.00	\$50.00	\$30.00	2	\$ 100.00
Suggestion	\$150.00	\$75.00	\$40.00	2	
Glazing / Glass Block Contractor	\$75.00	\$40.00	\$15.00	9	\$ 225.00
Suggestion	\$100.00	\$50.00	\$15.00	9	
Handyman	\$75.00	\$40.00	\$10.00	4	\$ 100.00
Suggestion	\$100.00	\$50.00	\$15.00	4	
Heating & Air Conditioning Contractor	\$100.00	\$50.00	\$15.00	108	\$ 5,400.00
Suggestion	\$150.00	\$75.00	\$40.00	108	
Home Inspector	\$75.00	\$40.00	\$20.00	0	\$ -
Suggestion	\$100.00	\$50.00	\$15.00	0	

Revised on 11-20-09

Contractor Licenses Suggested Pricing Continued

Iron Work Contractor - Ornamental	\$75.00	\$40.00	\$10.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00		
Janitorial Contractor	\$75.00	\$40.00	\$15.00	4	\$ 100.00
Suggestion	\$100.00	\$50.00	\$15.00	4	
Low Voltage Installer	\$75.00	\$40.00	\$10.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00		
Masonry Contractor	\$130.00	\$65.00	\$20.00	35	\$ 700.00
Suggestion	\$150.00	\$75.00	\$40.00	35	
Mud Jacking	\$75.00	\$40.00	\$30.00	0	\$ -
Suggestion	\$100.00	\$50.00	\$15.00	0	
Pest Control Contractor	\$50.00	\$25.00	\$10.00	3	\$ 150.00
Suggestion	\$100.00	\$50.00	\$15.00	3	
Pressure Cleaning Contractor	\$75.00	\$40.00	\$15.00	0	\$ -
Suggestion	\$100.00	\$50.00	\$15.00	0	
Radio Frequency Shield Enclosures	\$75.00	\$40.00	\$15.00	0	\$ -
Suggestion	\$100.00	\$50.00	\$15.00	0	
Refrigeration Fixture Installer	\$75.00	\$40.00	\$30.00	0	\$ -
Suggestion	\$100.00	\$50.00	\$15.00	0	
Salvage Contractor	\$75.00	\$40.00	\$10.00	1	\$ 25.00
Suggestion	\$100.00	\$50.00	\$15.00	1	
Scavenger / Rubbish Removal	\$300.00	\$150.00	\$35.00	20	\$ 44,000.00
Suggestion	\$2,500.00	\$1,250.00	\$420.00	20	
Sign Hanger	\$100.00	\$50.00	\$15.00	26	\$ 1,300.00
Suggestion	\$150.00	\$75.00	\$40.00	26	
Snow Plowing Contractor	\$25.00	\$0.00	\$0.00	1	\$ 25.00
Suggestion	\$50.00	\$50.00	\$50.00	1	
Temperature Control Installer	\$75.00	\$40.00	\$15.00	0	\$ -
Suggestion	\$100.00	\$50.00	\$15.00	0	
Tile / Ceramic / Marble / Mosaic	\$75.00	\$40.00	\$15.00	4	\$ 100.00
Suggestion	\$100.00	\$50.00	\$15.00	4	
Towing License	\$0.00	\$0.00	\$0.00	0	\$ -
Suggestion	\$750.00	\$375.00	\$125.00		
Window Cleaning	\$50.00	\$25.00	\$10.00	2	\$ 100.00
Suggestion	\$100.00	\$100.00	\$100.00	2	
Wood Floor Refinishing	\$75.00	\$40.00	\$10.00		\$ -
Suggestion	\$100.00	\$50.00	\$15.00		
				Increased Revenue	\$ 61,170.00

JM
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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

November 12, 2009

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

Re: 08M1301017 (Circuit Court of Cook County)

Dear Mr. Pavlik:

Please put this item on the November 24, 2009 agenda authorizing the settlement of the above referenced matter for the total of \$5,000.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca
Anthony T. Bertuca
City Attorney

J-5
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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

November 20, 2009

Mayor Robert J. Lovero

And Members of the Berwyn City Council

Re: Clean City Commission Ordinance

Honorable Mayor

Ladies and Gentlemen:

I am attaching the attached ordinance for your consideration. This amended Ordinance will replace the present Ordinance which is No. 08-68.

The Law Department is requesting your concurrence in the approval of the Ordinance.

Respectfully submitted,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN

THE CITY OF BERWYN, ILLINOIS

ORDINANCE

NUMBER

**AN ORDINANCE AMENDING AND REPLACING THE PRESENT CLEAN
CITY COMMISSION ORDINANCE OF THE CITY OF BERWYN , COOK
COUNTY, ILLINOIS**

ROBERT J. LOVERO, Mayor

THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN

JEFFREY G. BOYAJIAN

MARGARET PAUL

MICHELE D. SKRYD

CESAR A. SANTOY

THEODORE J. POLASHEK

RAFAEL AVILA

NORA LAURETO

Aldermen

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A CLEAN CITY COMMISSION IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council determine that a clean city is in the best interest of the City of Berwyn, the health and safety of its residents, and its long term future.

WHEREAS, the formation of a Commission charged with improving conditions in the City relating to litter and recycling problems is the best and most efficient way to effectuate this desirous goal.

BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

SECTION 1: Part II, Title 8 of the City Code governing Administration is hereby amended by adding the following as Chapter 290:

CHAPTER 290 CLEAN CITY COMMISSION.

290.01 ESTABLISHMENT.

There is hereby created a Clean City Commission which shall have the duties, responsibilities, and

powers as provided in this Chapter

290.02 COMPOSITION; APPOINTMENTS; TERMS OF OFFICE.

(a) The Commission shall be composed of (10) members appointed by the Mayor, with the advice and consent of Council. The Mayor will consider input from City Council and the community when appointing the members. These appointees shall be from among the eligible voters within the City of Berwyn, from local grammar schools and corporate/citizens volunteers. One (1) member shall be the Director of Public Works, or his designee. Each member shall serve a term of two (2) years and upon the expiration of a term of office, the member holding that office

may continue to serve until a successor is appointed. Any vacancy shall be filled for the unexpired term in the manner in which members are regularly chosen.

(b) There shall be a Chairman and Vice-Chairman of the Commission, who shall be elected by the members from among themselves within two months following the annual installation of new full-term members.

290.03 DUTIES

The Clean City Commission shall perform the following duties:

- (a) Achieve visible improvements in the manner in which the local environment is maintained with noticeable reduction in the amount of litter and illegal dumping.
- (b) Improve the level of public awareness regarding litter and recycling problems as well as improving the level of responsibility by all parties who generate or handle solid waste.
- (c) Review existing litter control and dumping ordinances and suggest ways to improve enforcement.
- (d) Work with all City and State agencies to reduce the amount of illegal dumping by contractors, citizens and all others who in the course of their day-to-day operations create large amounts of solid waste.

290.04 BY-LAWS; PROCEDURES; MEETINGS; SUBCOMMITTEES

The Clean City Commission shall:

(a) Establish its own by-laws and rules of procedure consistent with the State Code, City Charter and the City Code and file a copy of the by-laws with the City Clerk.

(b) Meet in regular sessions, open to the public, on dates established by the Commission and in special sessions as necessary.

(c) File with City Clerk notices of all meetings at least three (3) days prior to meetings, except in case of emergency,

(d) Follow, unless otherwise provided, the general requirements for citizen boards, commissions, and committees of the City.

(e) Have five subcommittees as follows, the specific duties of which shall be determined by the Commission from time to time:

1. Communications
2. Schools
3. Businesses
4. Community Organizations
5. Municipal Operations

(f) The Director of Public Works shall serve as Executive Coordinator and act as a secretary for the meetings and run the day-to-day operations and programs as set forth by the Commission.

290.05 BUDGET; EXPENDITURES.

The Clean City Commission shall operate under such budget, if any, as may from time to time be established by the annual appropriation ordinance of the City, but an expenditure therefrom, including employees' salaries, shall be made only upon approval of the Mayor and in accordance with ordinance and statutory requirements.

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

SECTION 3: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

< REMAINDER OF PAGE INTENTIONALLY LEFT BLANK >

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				
Boyajian				
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

APPROVED by the Mayor of the City of Berwyn, Cook County, Illinois on this _____
day of _____ 2009.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

56

berwyn development
CORPORATION

November 20, 2009

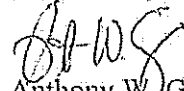
Mayor Robert J. Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402

Re: Lease of Public Property - LaNotte Request

Dear Mayor and City Council,

Please see attached for the request from LaNotte along with a supporting lease to convert a seasonal lease into a year round lease. The BDC had legal counsel draft the attached lease for the benefit of the City. The lease has been reviewed and approved by the business operator.

Respectfully submitted for your consideration,


Anthony W. Griffin

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

Dear Members of the Berwyn City Council:

This past year, my resident Alderman (Nona Chapman) championed an improvement to my business and allowed for a temporary and seasonal outdoor dining area under a lease with the City. I am very grateful for her pro-business attitude and support that she has given the Depot District. I am also grateful for the entire City Council support of the previous lease.

During construction, an issue arose which makes it a severe hardship to remove this structure. This error was my entirely my mistake when planning this improvement. To this end, I am requesting that the City Council approve a new lease which allows the structure to stay in place year round during the term of the lease. The slope of the sidewalk presents a hardship for outdoor dining which everyone in the area enjoys during the specified times of the year that this allowed in Berwyn. The lease places all liability, maintenance, upkeep, and compensation on me which I will complete dutifully and without any notice from the City.

Please consider the attached lease for your consideration.

Sincerely,

A handwritten signature in black ink that reads "John Mancini". The signature is written in a cursive style with a large, looping initial "J".

John Mancini

LICENSE AND INDEMNIFICATION AGREEMENT

THIS LICENSE AND INDEMNIFICATION AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2009 ("Effective Date") by and between Che Ce' Corporation, an Illinois corporation, (the "Licensee") and the City of Berwyn, an Illinois municipal corporation, (the "Licensor") (collectively, the Licensee and the Licensor may be referred to as the "Parties" and each individually as a "Party").

R E C I T A L S

WHEREAS, the Licensor owns that certain real property located along the public way on Grove Avenue, near the intersection of Grove Avenue and Windsor Avenue in Berwyn, Illinois 60402 (the "Premises"), which is generally depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Licensee, d/b/a La Notte Café, operates a restaurant at 6822 Windsor Avenue, Berwyn, Illinois 60402 (the "Café"); and

WHEREAS, to provide handicap accessible entry to the Café, the Licensee constructed a concrete ramp and related equipment (the "Ramp"), on the exterior of the building located at the Premises pursuant to a previous and in force license agreement (the "Prior Agreement"); and

WHEREAS, to provide a seasonal outdoor dining area for its customers, the Licensee also constructed a temporary and seasonal deck and related equipment (the "Deck") on the exterior of the building located at the Premises pursuant to the Prior Agreement; and

WHEREAS, the Parties also acknowledge that the placement of the Deck makes it difficult, if not impossible, for the Licensor to maintain the area from the sidewalk to the curb where the Deck is located (the "Public Way"), depicted in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, to ensure the safety of the residents of the Licensor, the Licensee, at its sole cost and expense, hereby agrees to maintain the Deck, the Ramp and the Public Way in a safe manner and further agrees to ensure that the Deck, the Ramp and the Public Way comply with any and all applicable federal, state or local laws, statutes, ordinances, orders, codes, rules and regulations; and

WHEREAS, subject to the terms and conditions of this Agreement, the Licensor desires to grant to the Licensee, and the Licensee desires to receive from the Licensor, the License (as defined herein); and

WHEREAS, the Licensee agrees that it will not undertake, encourage or permit any of its employees, agents, contractors, representatives, guests or invitees to undertake or encourage any act that may be deemed detrimental to the health, safety and welfare of the Licensor or its residents.

NOW, THEREFORE, for Ten and No/100 U.S. Dollars (\$10.00) and in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are an integral part of this Agreement and are incorporated into this Agreement by reference and made a part hereof.
2. **License.** Subject to the terms, conditions and limitations contained in this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, temporary license for the purpose of allowing the Licensee to access the Premises to construct, install, maintain, operate, repair, access and remove the Ramp and the Deck (the "License"). The License is revocable at will by the Licensor and the Licensor hereby retains a right of entry onto the Premises during the Term of the License (as defined herein). The License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record. The Licensor shall also have access to the Ramp and the Deck and under the Deck in the event that access is necessary due to a public health, safety or welfare matter. The location and orientation of the Ramp and the Deck shall be located on the Premises in accordance with the description and depiction set forth in Exhibit A.
3. **Term of License.** The License shall commence on the Effective Date of this Agreement and shall remain in full force and effect for a period of five (5) calendar years, unless otherwise terminated pursuant to the provisions of this Agreement (the "Term"). In the event that the Licensee fails to operate the Café, the License shall automatically terminate upon written notice from the Licensor. The Licensor shall have the right to revoke the License at any time, for cause or no cause, upon five (5) calendar days notice to the Licensee. The Licensee shall have the right to terminate the License at any time, for cause or no cause, by giving the Licensor thirty (30) calendar days written notice. If the Licensor rehabilitates and/or improves portions of the Premises, or for any other reason or no reason, upon thirty (30) calendar days written notice from the Licensor, the Licensee shall remove the Deck from the Premises and the License shall terminate. At the expiration or earlier termination of the License, the Licensee shall immediately cease all use of the Premises.
4. **Permitted Use.** The Premises may only be used by the Licensee for the limited and express purpose of constructing, installing, maintaining, operating, repairing, accessing and removing the Ramp and the Deck. The Deck shall be seasonal in nature and shall only be used in accordance with the provisions of the Codified Ordinances of Berwyn, Illinois.
5. **Licensee Fee and Security Deposit.** The Licensee shall be assessed an annual license fee in the amount of Three Thousand Six Hundred and No/100 U.S. Dollars (\$3,600.00), which shall be paid to the Licensor at the address set forth herein, in monthly installments as follows: Three Hundred and No/100 U.S. Dollars (\$300.00), on or before the fifth day of each month. On the Effective Date of this Agreement, the Licensee shall also deposit

with the Licensor the sum of Three Hundred and No/100 U.S. Dollars (\$300.00) as security for the Licensee's full and faithful performance of all the terms, covenants, and conditions of this Agreement, including the Licensee's obligation to remove the Deck and the Ramp from the Premises upon the expiration or termination of the License. The Licensor shall return such sum, without interest, after the termination of the License if the Licensee has fully and faithfully carried out all terms, covenants and conditions of this Agreement. The Licensor may apply any part of such deposit to cure any of the Licensee's defaults hereunder. In such event, the Licensee shall upon demand pay the security deposit to the Licensor so that the Licensor shall have the full deposit on hand throughout the Term of the License.

6. **Interference.** Except as otherwise set forth herein, the Licensee shall not use the Premises in any way that materially interferes with the use of the Public Way or any other public ways adjacent to the Premises. Such interference shall be deemed a material breach by the Licensee who shall, upon written notice from the Licensor, immediately terminate said interference.

7. **Construction; Installation; Maintenance; Operation, Repair; Access; Removal.**

a. The Licensee agrees to maintain the Ramp, the Deck and the Public Way in proper working condition and in accordance with any and all industry-accepted safety standards. The Licensee, at its sole cost and expense, shall be responsible for ensuring that the Ramp, the Deck and the Public Way comply with any and all applicable federal, state or local laws, statutes, ordinances, orders, codes, rules and regulations including, without limitation, applicable fire codes and the provisions of the Americans with Disabilities Act of 1990, as amended. The Licensee agrees that the construction, installation, maintenance, operation, repair and removal of the Ramp and the Deck shall comply with all federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations. The Licensee shall, at all times during the Term of the License and at its sole cost and expense, obtain and maintain proper permits and approvals necessary for the construction, installation, maintenance, operation, repair and removal of the Ramp and the Deck. The Licensor assumes no responsibility for the construction, installation, maintenance, operation, repair, access or removal of the Ramp, the Deck or the Public Way.

b. Except for routine maintenance, any additions, changes, replacements, repairs, refurbishments, upgrades, expansions and/or enhancements to the Ramp or the Deck must be approved in writing by the Licensor prior to the commencement of the same.

c. The Licensee shall cause any and all construction to occur lien-free and in compliance with all applicable laws, statutes, ordinances, orders, codes, rules and regulations. If any lien 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 the Licensee, the Licensee shall, at its sole cost and expense, cause

said lien to be discharged and removed from record within thirty (30) calendar days notice of the presence of said lien by either Party.

- d. The Ramp and the Deck are and shall remain the exclusive property of the Licensee. Except as otherwise set forth herein, within thirty (30) calendar days following the termination of the License, the Licensee shall remove the Ramp, the Deck and all related equipment from the Premises. The Licensee shall restore the Premises and the Public Way to the condition that existed prior to the Effective Date, reasonable wear and tear excepted. If the Licensee fails to remove the Ramp, the Deck or related equipment from the Premises as provided in this Agreement, and after the Licensor has provided the Licensee with written notice of the same, the Ramp, the Deck and any related equipment shall be deemed abandoned and title shall vest in the Licensor. In which event, the Licensor may, in addition to any other remedies available to the Licensor, remove the equipment and restore the Premises at the sole cost and expense of the Licensee.
- e. The Licensee shall, at the Licensee's sole cost and expense, keep and maintain the Ramp, the Deck and the Public Way in commercially reasonable condition and repair during the Term of the License and hereby agrees that the Licensee will not affix any signage to the Ramp or the Deck. During the Term of the License, the Licensee, at the Licensee's sole cost, expense and liability, shall keep the Premises, the Ramp, the Deck and the Public Way free of all food, beverages, debris and waste and shall timely remove (or have timely removed) all such items from the Premises, the Ramp, the Deck and the Public Way. The Licensee, at the Licensee's sole cost, expense and liability, shall annually and in no event later than May 1 of each year, be required to stain, refinish and waterproof the Deck and the Licensee shall replace all wooden boards within ten (10) calendar days upon written notice from the Licensor that said boards are starting to split. The Licensee shall, at its sole cost, expense and liability, abate for rodents under the Deck in accordance with normal industry practices and in no event later than May 1 of each year.
- f. The Licensee shall make all reasonable efforts to construct, install, maintain, operate, repair, access and, if applicable, remove the Ramp and the Deck without damage or injury to the Premises, the Public Way or the surrounding property. The Licensee shall be financially responsible for replacing any damaged property resulting from the Licensee's or its officers', employees', agents', contractors', representatives', guests' or invitees' use of, access to and ingress and egress to and from the Premises or the Public Way. The Licensee agrees to maintain the Premises and the Public Way in good condition, normal wear and tear excepted. Such maintenance shall include the Licensee's obligation to hire a private snow removal company to remove the snow and ice from the Premises and the Public Way and relocate the snow and ice off-site such that no snow or ice shall remain on the Premises or the Public Way or be deposited onto the streets or public ways abutting the Premises or the Public Way. Snow removal must occur within one

hour after every inch of snowfall and sidewalks must be clear of snow by 6 am each and everyday.

8. **Insurance.** At all times during the Term of the License and as a condition of receiving the License, the Licensee agrees to and shall procure and maintain in full force and effect, at the Licensee's sole cost and expense, a policy or policies evidencing the types of insurance specified herein.
- a. General comprehensive liability insurance and property insurance in minimum amounts of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Three Million and No/100 U.S. Dollars (\$3,000,000.00) in the aggregate;
 - b. Workers' compensation and occupational disease insurance covering all of the Licensee's employees and employer's liability coverage in a minimum amount of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence, accident or illness;
 - c. Auto liability insurance in a minimum amount of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence, combined single limit, for bodily injury and property damage; and
 - d. Other insurance coverage in such amounts as deemed necessary by the Licensor.

The Licensee shall list the Licensor under the abovementioned insurance policies as an additional insured as follows: "The City of Berwyn, Illinois, its officials, officers, council members, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability and umbrella coverages specified above." Said insurance shall explicitly protect said additional insureds for vicarious liability, and shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Licensor, or by its agents or employees, shall be excess and not contributory insurance to that provided by the Licensee.

Prior to the start of the Term, the Licensee shall furnish to the Licensor a certificate of insurance indicating that the coverage is in effect and said insurance shall remain in effect during all periods during which the License is in effect. The insurance policies required by this section shall provide that coverage shall not be suspended, voided, cancelled or non-renewed without providing the Parties with at least thirty (30) calendar days prior written notice. If at any time during the Term of the License any insurance policy required by this Agreement changes or is cancelled, the Licensee shall immediately notify the Licensor by telephone and in writing. The insurance policies required by this section shall be issued by a company or companies with an A- or better in "Best's Insurance Guide." On or prior to June 15 and December 31 of each year throughout the Term of the License, the Licensee shall provide the Licensor with copies of the foregoing certificates of insurance evidencing the required coverage.

The Licensee expressly understands and agrees that any insurance protection furnished by the Licensee hereunder shall in no way limit its responsibility to indemnify and hold harmless the Licensor pursuant to the terms of this Agreement nor shall any insurance proceeds be used to offset the Licensee's indemnification obligations hereunder. The Licensee shall require all subcontractors and independent contractors to procure and maintain insurance as required in this section and submit documentation of the procurement and maintenance of such insurance as may be required by the Licensor from time to time.

9. **Indemnification.** Notwithstanding anything else to the contrary, the Licensee agrees to and shall defend, indemnify and hold the Licensor, its past and present officials (whether appointed or elected), officers, council members, directors, agents, representatives, attorneys, contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to the Licensor (collectively, the "Indemnified Parties") harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (actual or punitive) of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or actual, liquidated or unliquidated (collectively, the "Claims" and individually, a "Claim") that occurred or are alleged to have occurred, in whole or in part, in connection with any act or omission of the Licensee or its officers, employees, agents, contractors, representatives, guests or invitees, the Deck, the Ramp, the Public Way, the Licensee's use of the Premises or the Public Way, the Licensee's breach of this Agreement, this Agreement or the License. To the fullest extent permitted by law, the Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute any sums due under any of the Claims, including a Claim by any employee of the Licensee that may be subject to the Workers' Compensation Act (820 ILCS 305/1, *et seq.*) or any related law or judicial decisions.

The indemnification in this section shall survive the termination or expiration of the License for matters occurring or arising prior to such termination or expiration. The Licensee acknowledges that the requirements set forth in this section are separate, distinct and apart from and not limited by the Licensee's other duties under this Agreement, including the Licensee's obligation to obtain and maintain insurance as set forth herein.

10. **The Premises.** The Licensee has examined and knows of the condition of the Public Way and agrees that the Public Way is in good condition and repair. The Licensee has examined and knows of the condition of the Premises and agrees that the Licensee has received the same in good condition and repair, and acknowledges that no representations as to the condition and repair, and no agreements or promises to decorate, alter, repair or improve the Premises have been made by the Licensor or an agent or representative of the Licensor. IT IS UNDERSTOOD AND AGREED THAT THE LICENSOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PREMISES INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, USAGE, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PREMISES WITH GOVERNMENTAL LAWS OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE SHALL USE THE PREMISES PURSUANT TO THE LICENSE AND THIS AGREEMENT "AS IS, WHERE IS, WITH ALL FAULTS". THE LICENSOR IS NOT LIABLE FOR OR BOUND BY ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR RELATING THERETO.

11. **Miscellaneous Provisions.**

- a. **Amendment; Modification; Waiver; Delay.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.

Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default. Unless otherwise provided for herein, the rights and remedies of the Parties are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use or assert any other right or remedy. The License shall bind and inure to the benefit of the Parties.

- b. **Construction; Governing Law; Right to Counsel.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties hereby waive any objections each Party may have based on improper venue or forum non conveniens in connection with any proceeding instituted hereunder. The Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties

acknowledge that they have been given a reasonable opportunity and length of time to have the terms of this Agreement considered and reviewed by legal counsel, if desired, and to consider, review, revise and sign this Agreement, and agree that this period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- c. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements (including the Prior Agreement, which shall be deemed terminated as of the Effective Date of this Agreement), whether oral or written, with respect to the subject matter hereof. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
- d. **No Agency Intended or Created.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties.
- e. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
- f. **Transfers by the Licensee.** The License is for the sole use of the Licensee, the Licensee's members, vendors, guests, employees, independent contractors, officials, agents, representatives and invitees and the Licensee shall not assign, sublicense, rent or otherwise transfer any of the Licensee's rights under this Agreement, as security or otherwise, without the prior written consent of the Licensor. Regardless of any consent by the Licensor, which may be granted or withheld in the Licensor's sole and absolute discretion, the Licensee shall in no event be released from liability under this Agreement.
- g. **Recordation.** Neither this Agreement nor any memorandum or summary thereof shall be recorded in the Office of the Cook County Recorder of Deeds.
- h. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered

and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Licensee:

Attention: _____
Facsimile: _____

With a copy to:

Attention: _____
Facsimile: _____

To the Licensor:

Attention: _____
Facsimile: _____

With a copy to:

Attention: _____
Facsimile: _____

- i. **Non-Waiver of Immunity.** By entering into this Agreement, the Licensor does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*). Save for the Licensor, the Licensee shall not charge any of the Indemnified Parties with any liability or expense or hold any of the Indemnified Parties personally liable under this Agreement. This limitation of liability shall survive the expiration and termination of the License for matters occurring or arising during the Term of the License.

- j. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed

to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

- k. **Default.** If the Licensee fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the Licensor may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to the Licensor including, but not limited to, bringing a lawsuit against the Licensee. The Licensee shall reimburse the Licensor for all costs incurred by the Licensor in connection with a breach by the Licensee, including reasonable attorneys' fees.
- l. **Authority to Enter Into the Agreement.** Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.
- m. **Licensor's Right of Access and Use.** Notwithstanding anything to the contrary contained herein, the Licensor hereby retains the right, but no duty or obligation, to access the Premises at any time for any reason whatsoever. The Licensor shall maintain all ownership interests in the Premises and the Public Way and the Licensee shall have no ownership rights or interest in the Premises or the Public Way nor shall the Licensee represent or hold itself out as having an interest in the Premises or the Public Way.
- n. **Third Party Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.
- o. **Prevailing Party.** In the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses, and their reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering any count.
- p. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

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

CHE CE' CE' CORPORATION, an Illinois corporation

THE CITY OF BERWYN, an Illinois municipal corporation

JOHN MANCINI

Printed Name

Printed Name

John Mancini

Signature

Signature

PRESIDENT

Title

Mayor

Title

11/19/09

Date


Date

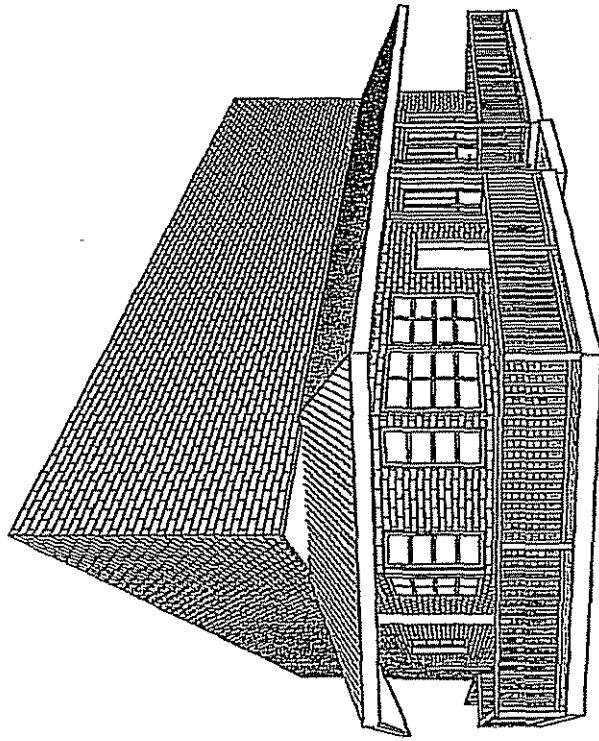
EXHIBIT A

(General depiction of the Premises and the location
and orientation of the Ramp and the Deck)

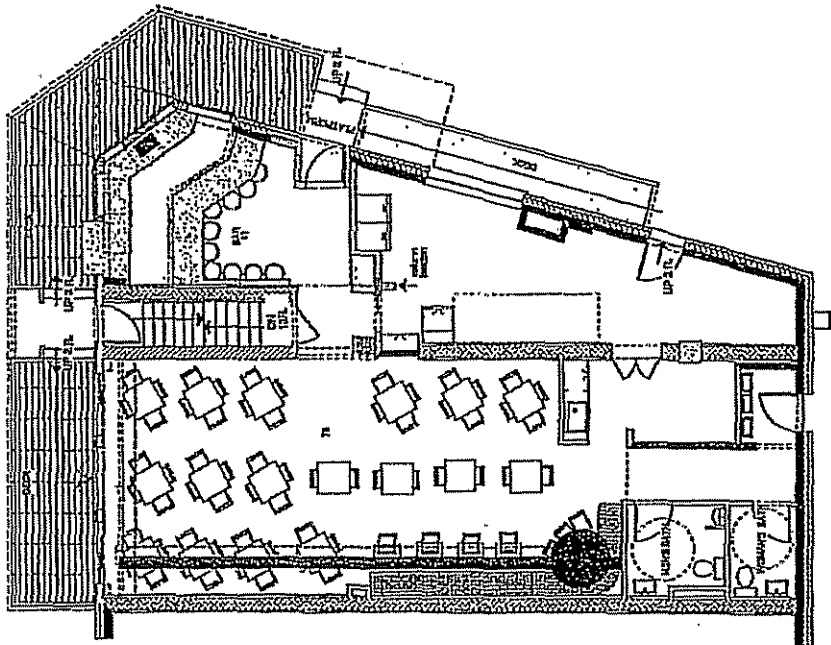
EXHIBIT B
(Depiction of the Public Way)

EX-A

12 11 10 9 8 7 6 5 4 3 2 1	la Noite Cafe Berwyn, Illinois		Drake Design Company 422 North Avenue, Glen Ellyn, Illinois, 60137 Phone (708) 994-3245 Fax (708) 994-3244 Email DRACEN@ESLCHD911@aol.com	Sheet No.
			Date:	Date:



Proposed Deck Perspective
No Scale



First Floor Plan w/ Proposed Deck
Scale 1/4" equals 1'-0"

Exhibit A-1

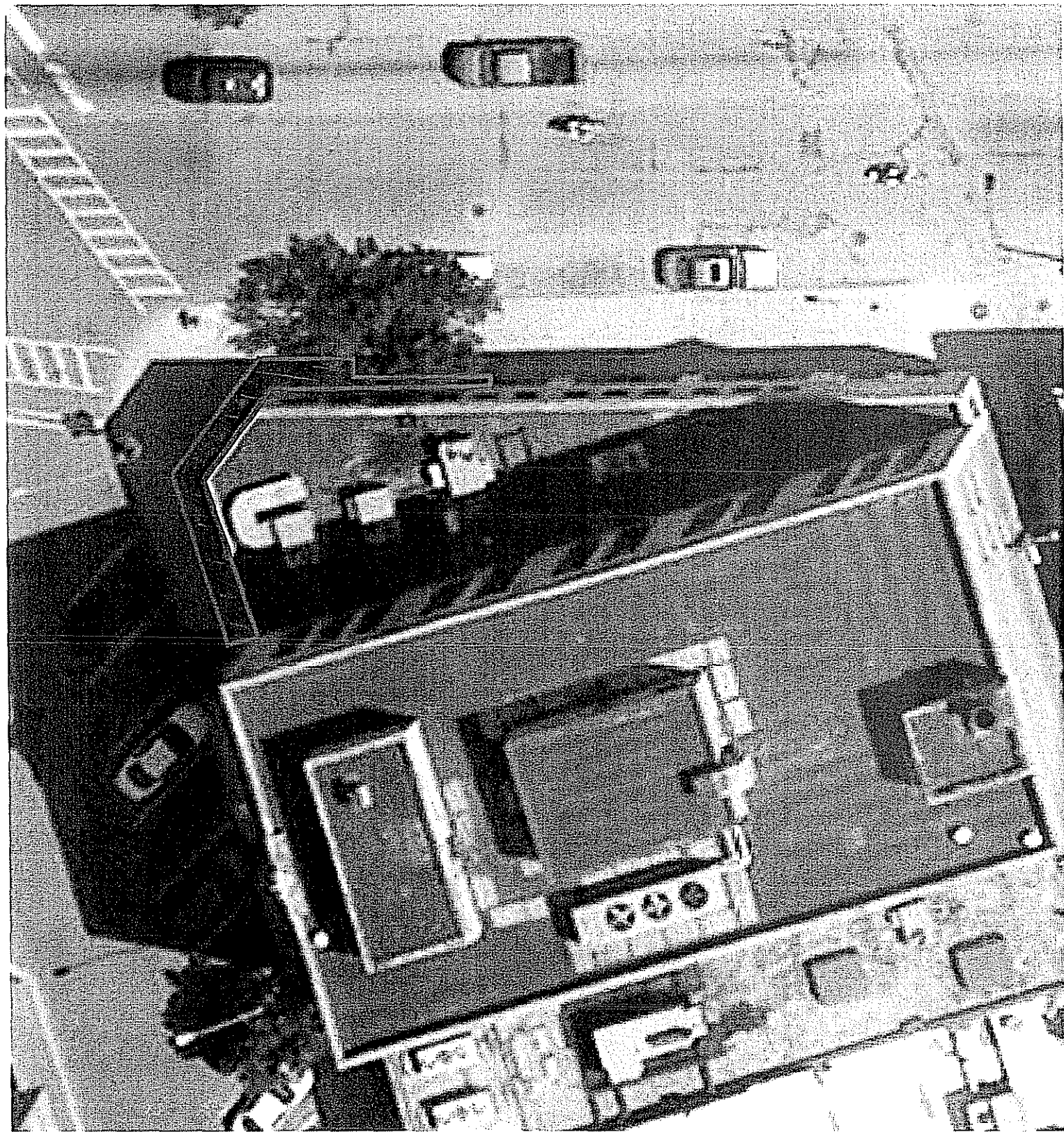
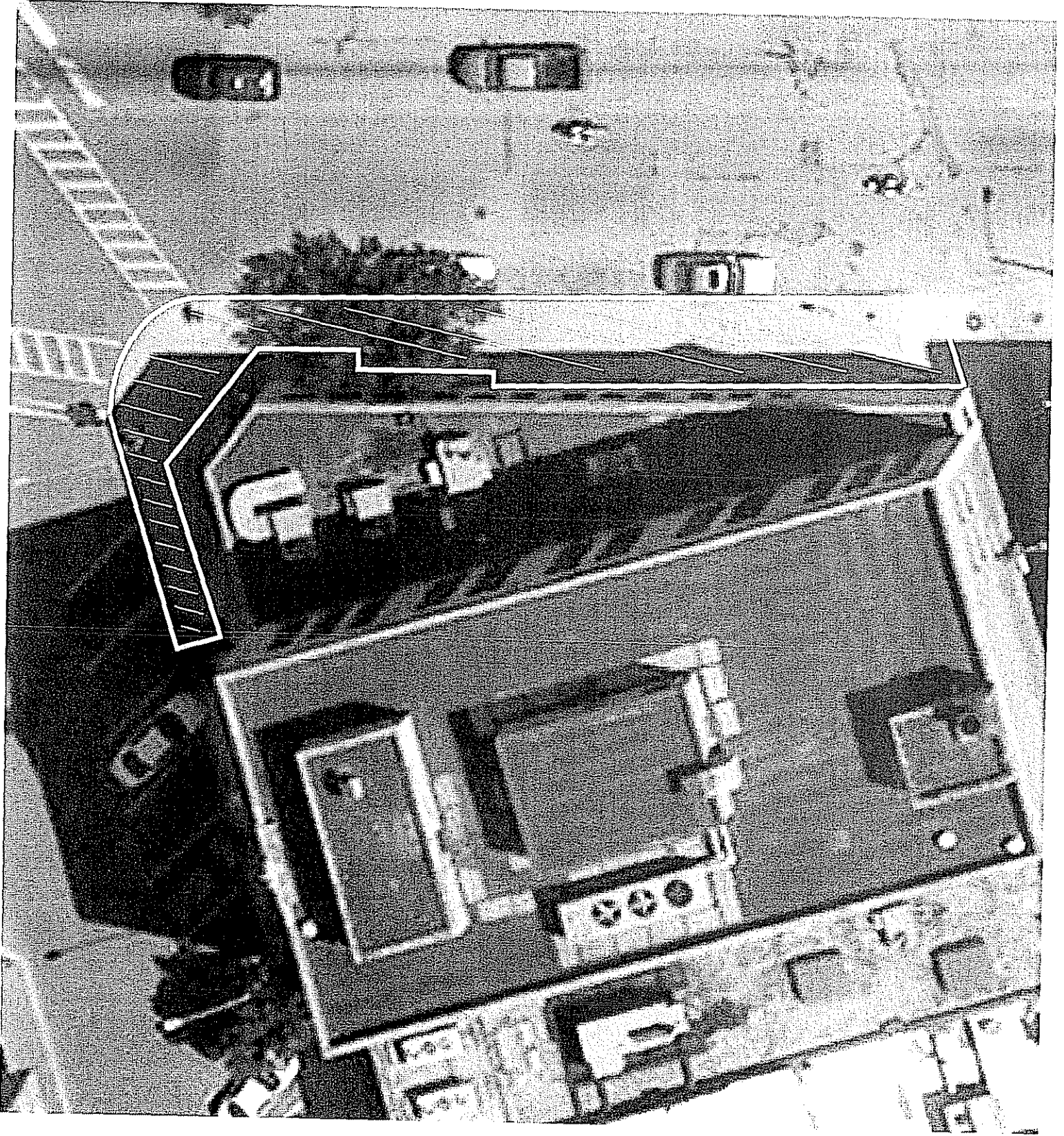


Exhibit B



Robert J. Lovero
Mayor



John Wysocki
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0273
www.berwyn-il.gov

To: City Council and Mayor Robert Lovero

From: Brian Pabst and John Wysocki

Date: November 20, 2009

Re: 2009 Audit Contract

Attached is an engagement letter (contract) from Sikich to perform the audit of the City for the fiscal year ending December 31, 2009

Last year, Sikich agreed to perform the 2008 audit for a fee of \$72,000 which was \$3,000 less than the 2007 audit if we agreed to use them for both the 2008 and 2009 audits. For a single year engagement, the fee would have been \$75,000. Last year's Council approved the two year engagement fee of \$72,000 for 2008. The 2009 fee was to have increased to \$75,000 but Sikich has agreed to again keep the fee at \$72,000 for 2009

Therefore, we are asking for your confirmation of the decision made by the previous Council to retain Sikich for the 2009 audit.

Attachment



998 Corporate Boulevard • Aurora, IL 60502

Members of American Institute of
Certified Public Accountants &
Illinois CPA Society

November 11, 2009

Mr. John Wysocki
Finance Director
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402-0701

Dear John:

We are pleased to confirm our understanding of the services we are to provide the City of Berwyn for the year ended December 31, 2009. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Berwyn as of and for the year ended December 31, 2009. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to accompany the City of Berwyn's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City of Berwyn's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affixing to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual, for the General Fund and any major special revenue funds.
3. Schedule of Funding Progress and Schedule of Employer Contributions for the Illinois Municipal Retirement Fund, Police Pension Fund, Firefighters' Pension Fund, and Other Post-Employment Benefit Plan.
4. Notes to Required Supplementary Information
5. Schedule of expenditures of federal awards

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory Section
2. Other Supplemental Information
3. Statistical Section

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants; noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Berwyn and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are also responsible for management decisions and functions. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

The non-attest services expected to be performed during our audit of the financial statements as of and for the year ended December 31, 2009 are as follows:

1. Edit and produce thirty (30) copies and one electronic copy (.pdf) of the City prepared annual financial report (AFR) of the City (financial statements, notes, introductory section, Management's Discussion and Analysis, other supplemental information, and statistical section, if any, information to be provided by City).
2. Prepare twenty (20) copies and one electronic copy (.pdf) of the management letter.
3. Prepare three (3) copies and one electronic copy (.pdf) of the report on compliance with provisions of 65 ILCS 5/11-74 of the Illinois Tax Increment Redevelopment Allocation Act.
4. Preparation of three (3) copies and one electronic copy (.pdf) of the Illinois Comptroller's Annual Financial Report and file the report electronically.
5. Prepare twenty (20) copies and one electronic copy (.pdf) of the Single Audit Report.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Berwyn's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Berwyn's major programs. The purpose of those procedures will be to express an opinion on the City of Berwyn's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that the City will provide us with the basic information required for our audit, including information specified in the *Client Assist Workpaper Listing: Preliminary Fieldwork* and in the *Client Assist Workpaper Listing: Final Fieldwork* (to be developed and delivered to the City at the conclusion of preliminary fieldwork), and that the City is responsible for the accuracy and completeness of that information.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify Data Collection Form, if applicable, that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse.

The Data Collection Form and the reporting package must be submitted and certified within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The workpapers for this engagement are the property of Sikich LLP and constitute confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to granting agencies pursuant to authority given to it by law or regulation. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Sikich LLP personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to granting agencies. The granting agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

We will maintain our work papers for a minimum of five (5) years and, upon written request by the City, will make the work papers available to the City or its designee. If we are aware that a federal awarding agency, pass-through entity, or addressee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

We expect to begin our preliminary fieldwork in January 2010 with final fieldwork scheduled to begin in March 2010 or when the client assist workpapers are prepared, and to review the City prepared financial statements and issue our reports in preliminary form no later than June 1, 2010. Final reports will be issued upon your approval of the preliminary drafts.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comments received during the period of the contract. Our 2009 peer review report accompanies this letter.

Our fee for these services will not exceed \$72,000 for the City, which includes out-of-pocket costs such as report reproduction, postage, etc. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually). We also reserve the right to suspend or terminate services, including those referenced above, until such time as past due balances are paid. If we elect to terminate our services, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and out-of-pocket costs incurred by us through the date of termination.

There are three items which can significantly increase the time required to conduct an audit: 1) adjustments recorded after we are provided a trial balance at the commencement of the audit; 2) consistency of your key accounting personnel who are involved with the audit; and 3) not being ready with all requested items at the audit commencement, which can lead to a temporary suspension of the audit. Should any of these situations be encountered, it may be necessary to increase our fees for the incremental time.

These fees are based on the assumption that the City's fund and account structure has remained consistent from the prior year and that the City will provide us with adjusted trial balances by individual fund. This fee is also based on anticipated cooperation from your personnel in preparing adjusted trial balances by fund, confirmations of account balances, schedules of account analysis, and other requested client assisted workpapers on a timely basis and the assumption that unexpected circumstances will not be encountered during the audit. If the City is not able to provide the information that we need to complete the audit on a timely basis due to staffing constraints or for any other reason, we will provide the additional services necessary at our standard hourly rate for accounting services. Services will be invoiced to you from time to time as work progresses.

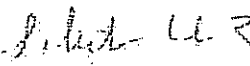
If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

We appreciate the opportunity to be of service to the City of Berwyn and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Sikich LLP
By: Daniel A. Berg, CPA
Partner

RESPONSE:

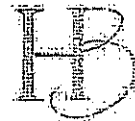
This letter correctly sets forth the understanding of the City of Berwyn.

By: _____

Title: _____

Date: _____

HEINOLD-BANWART, LTD.
Certified Public Accountants



Riverfront Office Center 2400 N Main Street East Peoria, IL 61611-1795 Tel 309 694 4251 Fax 309 694 4202

July 23, 2008

To the Partners
Sikich LLP

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2008. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review:

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, audits of Employee Benefit Plans and engagements performed under Government Auditing Standards. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with the firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selective tests, therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of lack of compliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Heinold-Banwart, Ltd.

The City of Berwyn



James Frank
Director of
Information Technology

A Century of Progress with Pride

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

November 18, 2009

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

Re: *Renewal of City Copier Agreement/COTG*

Mayor Lovero and Members of the City Council:

The City of Berwyn is approaching the end of its existing 60 month agreement with *Chicago Office Technologies* (COTG) for copier services to most city buildings. Encompassed within this agreement are eighteen (18) copiers situated across seven of the eight city buildings. This agreement does not cover the library's copier devices, as the library maintains its own unrelated agreement with another vendor. Currently, this agreement costs the city \$9,304.79 per month to keep in service. Of this amount, \$7,617.79 is allocated for the lease and \$1,687.00 for the maintenance costs. Our current lease is slated to end on December 19th, 2009.


To ascertain current fair market costs for copier services, we've contacted four (4) leading copier vendors to request pricing proposals for copier services per the quantities and services of our existing agreement. Page three of this communication is a breakdown and summary of the proposals received from each of the four vendors, all offering comparable quantities of copiers and services, with an emphasis on bottom-line pricing.

Our current vendor's revised proposal (page 5 of this communication), *Chicago Office Technologies*, is not only the most cost-effective, but offers an advanced feature-base and quality of service. COTG's proposal reduces our copier expenses from \$9,304.79/month to \$4,388.00/month. This reduction includes the same quantity of copiers (18), as well as the same volume of pages per month (150,000) as the original agreement. In addition, and in line with the original agreement, supplies and service are all inclusive within this monthly rate. In the end, the City may recognize a cost savings of \$4,916.79 per month over the original existing contract. Over the course of the new agreement's 60 months, the City will save \$295,007.40 as compared to the existing contract.

Vendor	Length	Monthly Cost	Annual Cost	Cost /60 months	Difference/Reduction
COTG/Old	60 months	\$9,304.79	\$111,657.48	\$558,287.40	0
COTG/New	60 months	\$4,388.00	\$52,656.00	\$263,280.00	\$295,007.40

In order to ensure a lack of interruption in service, as well as recognize a significant and timely cost savings, it would be my request to approve the renewal of this updated copier agreement with *Chicago Office Technologies*, for a term of 60 months, subject to the City Attorney's review of the final contract.

Respectfully,

A handwritten signature in black ink, appearing to read "James Frank". The signature is written in a cursive style with a large initial "J" and "F".

James Frank
Director, Information Technology

City of Berwyn Copier Review

Vendor	Contract Length	Base Cost	Pages per month	Add't Pages	Maint. Prog	Color Copier	Total Cost
Impact Solutions	60 months	\$3,203.00	150000	.0089/page	\$1,335.00	NO	<u>\$4,538.00</u>
Impact Solutions	48 months	\$4,334.00	150000	.0089/page	\$1,335.00	NO	<u>\$5,669.00</u>
Konica/Minolta	60 months	\$4,254.00	148181	.00612/page	\$906.87	NO	<u>\$5,160.87</u>
Konica/Minolta	48 months	\$5,082.00	148181	.00612/page	\$906.87	NO	<u>\$5,988.87</u>
Konica/Minolta	36 months	\$5,628.00	148181	.00612/page	\$906.87	NO	<u>\$6,534.87</u>
Pitney Bowes	39 months	\$7,283.00	210000	n/a	included	YES - (2)	<u>\$7,283.00</u>
COTG (Exting Vend)	60 months	\$4,388.00	150000	.0059/blk .0075. .025, .055 Color	included	YES - (2)	<u>\$4,388.00</u>

* All proposals quote comparably sized/speed models from what we have now.

* Features such as folding, stapling, duplexing, multi-side copies, etc are matched and priced in to what is in place now.

* PB & COTG are the only vendors to include color copiers (2).

City of Berwyn Current Situation

Current Situation

Current Monthly Copier Lease Payment: (18 Devices)	\$ 7,617.79
Current Monthly Copier Service Costs: (Includes 150,000 per month) (Avg. 148,141 per month)	\$ 1,687.00
Current Monthly Printer Toner & Maintenance Costs (Elimination by movement to MFD)	\$
Current Monthly Energy Consumption Costs (Each eliminated device saves a minimum of \$ 15.00 per month)	\$
Total Current Monthly Payment	\$ 9,304.79



COTG Equipment Recommendation (Right Sized Fleet)

Equipment Included:

- (7) Xerox 3635 (35 ppm)
- (5) Xerox 5638 (38 ppm)
- (3) Xerox 5655 (55 ppm)
- (1) Xerox 5675 (75 ppm)
- (1) Xerox Color Qube (50 ppm BW 38 ppm Color)
- (1) Xerox 6400 (37 ppm BW 32 ppm Color)

All Devices include, Network Print, Scan, Fax, & Postscript

All Devices include Stapling

All Devices include Touch screen User Panel

18 Devices Total

All Devices Include Stapling

Includes Removal of Existing Devices

Includes Delivery, Installation, and Unlimited Training

Xerox Total Satisfaction Guarantee

\$7500 Fiscal Year-end REBATE provided to City of Berwyn for implementation by Dec. 18, 2009

First Payment Due Feb. 2010

Includes 150,000 monthly combined images of black/white and COLOR

New Monthly Investment: \$ 4,388.00

Service Includes:

All Parts, Labor, black/white Toner, color toner s and Unlimited Service Calls

Cost Per Image for images over 150,000:

Black and White Cost Per Page: .0059
Color Qube Color Cost Per Page (3 Tiers): .0075, .025, .055





A Century of Progress with Pride

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

November 17, 2009

To: Mayor Robert J. Lovero & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Parking changes to Grove Avenue from 34th Street to Windsor Avenue

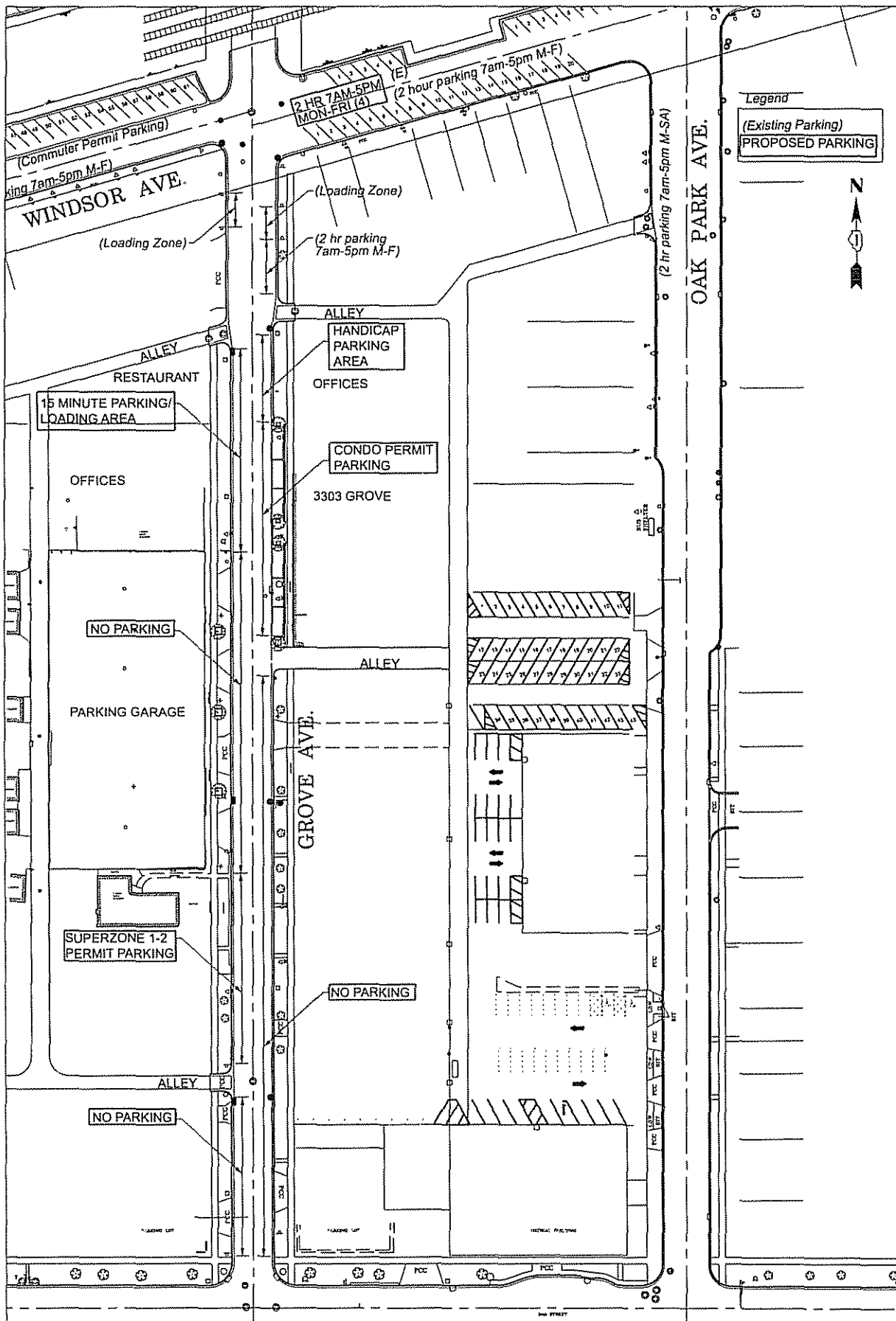
Once the Municipal Parking Garage is open and ready for use, it is suggested that parking is limited in use and restricted in areas along Grove Avenue. The parking garage is anticipated to attract more vehicular traffic to Grove Avenue. Elimination of the on-street parking will help to reduce congestion and encourage visitors to use the parking garage. An exhibit is attached to illustrate these areas. The recommendations are as follows:

1. Provide a 15 minute loading area on the west side of Grove Avenue south of the north alley to the north wall of the parking structure. This will service the restaurant and offices located in the area.
2. Provide Permit 1-2 parking on the west side of Grove Avenue from the south wall of the parking garage south to the east-west alley. This will provide 7-8 additional spaces for the residences located on the block (See attached I-10, August 11, 2009 Council Agenda).
3. Allow the condominium building at 3303 Grove Avenue use of the 6 parallel spots in front of the building at a yearly fee and signed as Condo Permit Parking. This restriction would be similar to that located on 32nd Street at Harlem and 21st Street at Wesley Avenue.
4. Prohibit parking on the west side of Grove Avenue at the parking garage and south of the south east-west alley to 34th Street. Prohibit parking on the east side of Grove Avenue from the mid-block alley south to 34th Street.

If Council concurs with these changes, revised ordinances reflecting these changes will be presented shortly.

Sincerely,

Nicole Campbell, Traffic Engineer



I-10



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

August 6, 2009

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

SUBJECT: 3300 block of Grove Avenue request parking passes

Ladies and Gentlemen,

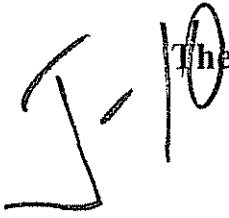
In January of this year the residents of the 3300 block of Grove Avenue requested superzone "Permit Parking Only" on their block. The permit parking zone will be on the west side of Grove Avenue only, in front of their residences from the alley north of 34th Street to approximately 3326 Grove Avenue. This request was in response to the parking problems experienced on Grove Avenue due to the high parking demand and the current short term parking regulations. The petitions with their names, addresses and signatures were presented at the January 27, 2009 meeting. The request was approved and sent to the Traffic Engineer for evaluation.

After speaking with our traffic engineer, Nicole Campbell, she suggested superzone parking enforcement after the garage construction was complete. But, right now parking in that area is in high demand because of the construction along with the parking has to be shared with the businesses along Grove.

In the interim, special visitor parking passes could be used to allow the residents to park on Kenilworth and 34th Street. The passes for use on Kenilworth and 34th would be the only feasible solution during this time.

Please forward this communication to the Collector's Office for the distribution of passes and to the Police Department for coordination of enforcement.

Nona N. Chapman
1st Ward Alderman

The City of Berwyn



Robert Schiller
Director of Public Works

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

November 18, 2009

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

Re: Recommendation for Award, Salt Storage Facility

Per the recommendation of City Council, the Public Works department has obtained three proposals for the construction and installation of a salt storage facility located at Public Works. The following are the proposals submitted to the City for the Salt Storage Facility. The following was the scope of work requested from all the bidders;

Furnish and install one 42' X 60' Building System, 12 feet on center with a 42 foot weather tight end cover. Re-construct the 12 inch thick concrete walls using a minimum of #5 Rebar 12 inches on center to a height of 13 feet. Re-pave the 80' X 42' area floor to provide positive drainage from the storage area.

The first proposal is from Universal Ironworks with a total cost for the project of \$101,900.00

The second proposal is from Chicago Steel Welding, Inc. with a total cost for the project of \$95,115.00

The third proposal is from Tek Supply, with a total cost for the project of \$108,228.70

The low quote for bituminous asphalt paving of the salt storage area is from Rose Paving in the Amount of \$8,082.00

After evaluating these proposals, the City of Berwyn Public Works Department recommends award of this project to Chicago Steel Welding, Inc. in the amount of \$95,115.00 for the structure and Rose Paving for the bituminous asphalt in the amount of \$8,082.00 for a project total of \$103,197.00 with a 4% contingency equal to \$4,127.88 for a Total Project Cost Not to Exceed \$107,324.88.

Respectfully,

Robert Schiller
Director of Public Works

Chicago Steel Welding, Inc. Proposal

10/29/09

City of Berwyn- Public Works Facility
6700 W. 26th Street
Berwyn, Illinois 60402
Attn: Mr. Bob Schiller
Re: Public Works Salt Dome

Dear Sir-

Thank you for allowing Chicago Steel Welding to provide you with a proposal for the project referenced above. If you have any questions, please contact us at your earliest convenience.

Furnish and Install:

Job Description: (1) 42x60 Legend Building System 12 ft oc. Non FR. Mounted on Existing Concrete Foundation. One End Closed. One End Open.

1) One (1) 42x60 Legend Building System 12 ft oc. Non FR (This is a Standard Building Size- 3/8" Washers will be added accordingly to accommodate any variances at wall edges)

- Steel 42' End, 1- 42' Weather tight End
- 2x6x12 TR Boards, 5/8 and 3/8 Wedge Anchor Bolts

General Notes for Client:

- All salt must be clear of working area(s) - Cranes, lifts, and manpower will not be possible to maneuver and work safely in these areas if not clear.
- Concrete topping must be flat, and in safe and sound condition and level flat prior to installing the Salt Dome accordingly- We have provided **Alternate #1 & #2 ADD** below that can be added to the base contract price at your discretion.
- Payment is to be made in full upon project completion
- Project will be bonded and insured.
- 100 % Prevailing Wage OR Union Labor will be used for this project.
- Lead Time for building system from today's date of approved purchase Order is approximately 4-6 Weeks.

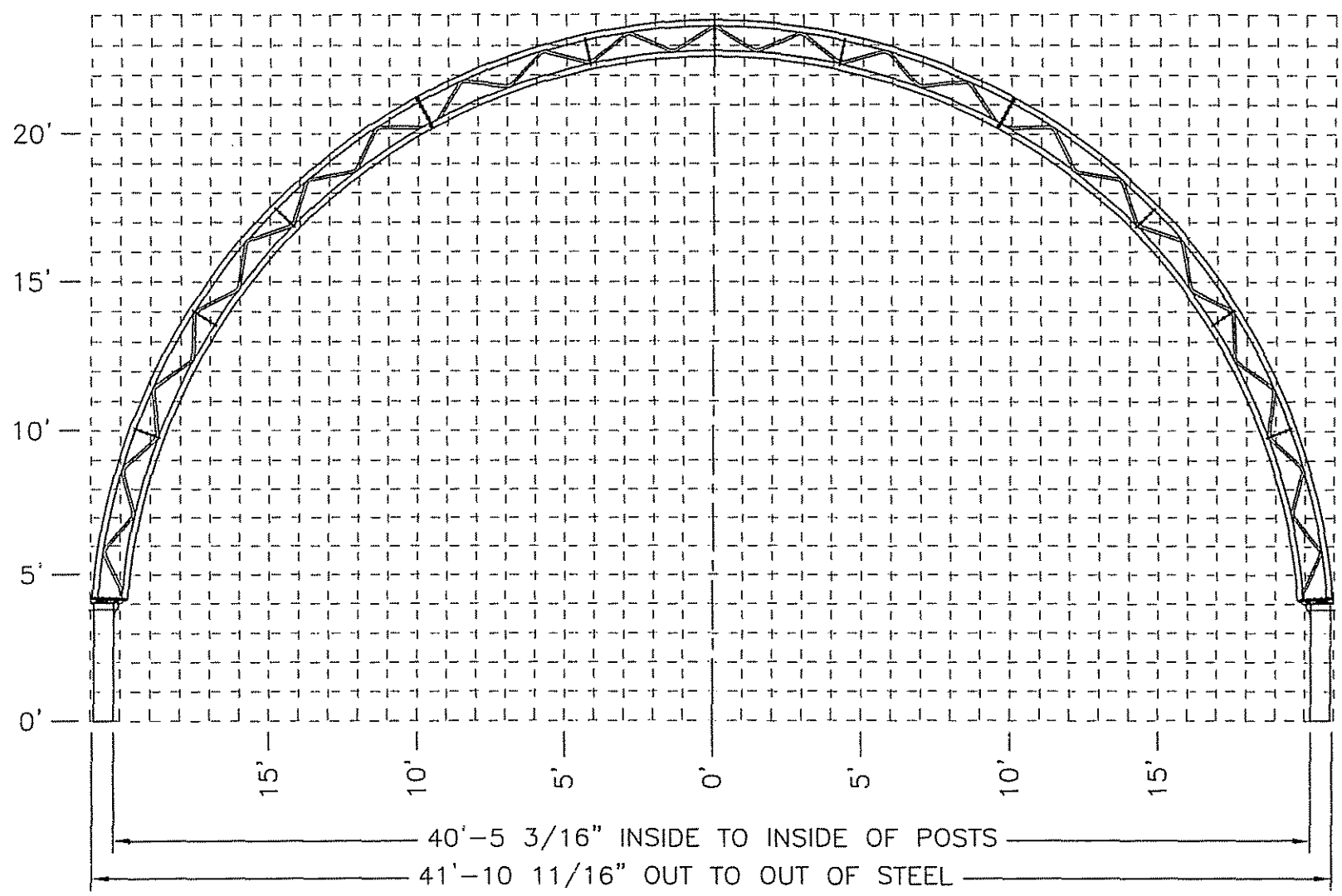
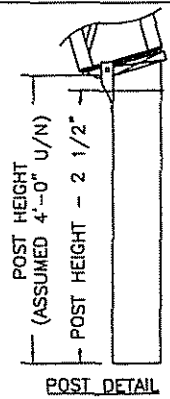
Base Contract Price - \$ 55,365.00

Alternate #1- ADD Alternate for concrete wall to make level and plum accordingly, adding 9" to the height of the existing wall along the North, South, and West walls. Dowels, Rebar, and Forms, have been considered to account for the 2'-0" slope that runs from the West to East Sides on the North and South Wall. Please **ADD to the Base contract price- \$ 18,500.00**

Alternate #2- ADD Alternate for concrete wall to make level and plum accordingly, adding 5'-0" to the height of the existing wall along the North, South, and West walls. Dowels, Rebar, and Forms, have been considered to account for the 2'-0" slope that runs from the West to East Sides on the North and South Wall. Please **ADD to the Base contract price- \$ 39,750.00**

Alternate #3- ADD- Alternate add is for adding (1) One industrial light mounted to the joists/ trusses of the salt dome. Power must be readily accessible in the area of where the mounting of this light is going to be. The intent of this Alternate add is to whip to the power source, and install conduit inside the structure to have lighting inside of the dome. **Please ADD to the Base Contract Price - \$ 4,200.00**

1'x1' GRID



42' LBS POST MOUNT

REV.	DESCRIPTION	BY	DATE
1	RELEASED	AB	25 NOV 03

DEALER:
 CUSTOMER:
 PROJECT:
 PROJECT ID: ORDER ID:

THIS DRAWING IS PROPERTY OF COVER-ALL BUILDING SYSTEMS INC. ANY REPRODUCTION IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN CONSENT OF COVER-ALL BUILDING SYSTEMS INC. IS PROHIBITED.

DRAWN BY: AB DATE: 25 NOV 03
 CHECKED BY: *RPW* DATE: 12 DEC 03
 SCALE: NTS

3615 MARUSHEWY RD, SASKATON, SASKATCHEWAN, S7P 1A4
 PH: 1-306-657-2658 FAX: 1-306-657-2762
 WEBSITE: www.coverall.net E-MAIL: tech@coverall.net

TITLE: LBS12 42PM GRID PROFILE	SHEET: 1	REVISION: 1
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UNIVERSAL IRONWORKS Inc.
Fabricators & Erectors
MBE Certified

November 9th, 2009
City of Berwyn- Public Works Facility
6700 W. 26th Street
Berwyn, Illinois 60402
Re: Public Works Salt Dome
Attn: Mr. Bob Schiller

Dear Sir,

Thank You for choosing Universal Iron Works Inc, to submit a proposal. Please find below a complete scope of work for the Furnishing and Installing (Unless noted otherwise) of the Miscellaneous Iron for the above referenced project.

Furnish and Install (Unless noted otherwise)

- 1) One (1) 42x60 Legend Building System 12 ft oc Non FR (This is a Standard Building Size- 3/8" Washers will be added accordingly to accommodate any variances at wall edges) Steel 42' End, 1- 42' Weather tight End and 2x6x12 TR Boards, 5/8 and 3/8 Wedge Anchor Bolts

Please Note the following:

- Entire Site must be clear of salt
- Concrete must be sound and secure at the top. We have provided an Alternate #1 below for doing the concrete if you would like
- Lead time for Salt Dome is 4-6 weeks
- Payment due 100% upon project completion

ALL FOR THE LUMP SUM OF **BASE BID \$ 62,900.00**

ADD ALTERNATE 1- \$ 39,000.00 (concrete)

Install new foundation wall on existing salt bin
12" existing wall to be capped by approx 5' to 7' to bring to constant grade
#5 rebar 12" O.C. each way in new cap wall
Dowel new wall into existing at 12" O.C.
165 L.F. of wall total to be capped
Salt bin to be clean of debris and access to be good all around existing walls for scaffold
Clean up and haul away all material after completion
Job figured tax free for city of Berwyn

Accepted Terms and Exclusions as stated above :

Berwyn Authorized Agent (Sign and Print) :

Universal Iron Works, Inc (Sign and Print) :

Sign / Date

Sign / Date

Print

Print



Corporate Offices
Distribution Center

1395 John Fitch Blvd., South Windsor, CT 06074
1440 Field of Dreams Way, Dyersville, IA 52040

Phone: 1.800.835.7877 • International Phone: 860.528.5626
Fax: 1.800.457.8887 • International Fax: 860.289.4711
Website: www.TekSupply.com

October 28, 2009
Bob Schiller
City Of Berwin
Account #: 5916795
6700 30th St
Berwyn, IL 60402-3124

Ship to: Bob Schiller
City Of Berwin
6700 30th St
Berwyn, IL 60402-3124

RE: Bid Proposal # 339456

Thank you for your recent product inquiry.

Item	Item #	Description	Unit Price	Quantity	Sub-total
1	PB03102R4G	42x17x60 FREESTANDING 12.5oz GRY 4'RFTR	\$ 10,695.00	1	\$ 10,695.00
2	105444	ClearSpan End Frame Kit - 42'W x 17'3"H	\$ 1,395.00	1	\$ 1,395.00
3	106654G	42'x17'3" GRAY 12.5OZ.END PANEL	\$ 859.00	1	\$ 859.00
4	107895	INSTALLATION KIT FOR 106654 END PANEL	\$ 0.00	1	\$ 0.00
5	FAW520	Zinc-Plated Wedge Anchors 1/2 x 4 1/4"	\$ 0.98	200	\$ 196.00

THIS PROPOSAL AND PRICING ARE SUBJECT TO CHANGE!!!

Subtotal: \$ 13,145.00
Shipping \$ 419.70
Total: \$ 13,564.70

Additional Notes:

- This quote represents...
- (1) Premium Freestanding Bldg (42x60)
- (1) Steel End Frame Kit
- (1) End Frame Fabric
- All Applicable Anchoring (concrete)

Sincerely,

Kip Dalpe
National Account Manager
1-800-835-7877 x158
kdalpe@teksupply.com

C.A. Gustafson & Sons, Inc.

PO Box 50 Caledonia, IL 61011 815/885-3501 fax 815/885-3743

Fax

To: Robert Schaller From: Brad Gustafson
Fax: 815/885-3743 Pages: 1 of 1
Phone: 815/885-3501 Date: 11/4/09
Re: Existing wall remodel CC:
** Urgent For Review Please Comment Please Reply Please Recycle

Comments:

We propose to furnish all labor and materials to complete the following: REWORK EXISTING RETAINING WALL. We will provide the following:

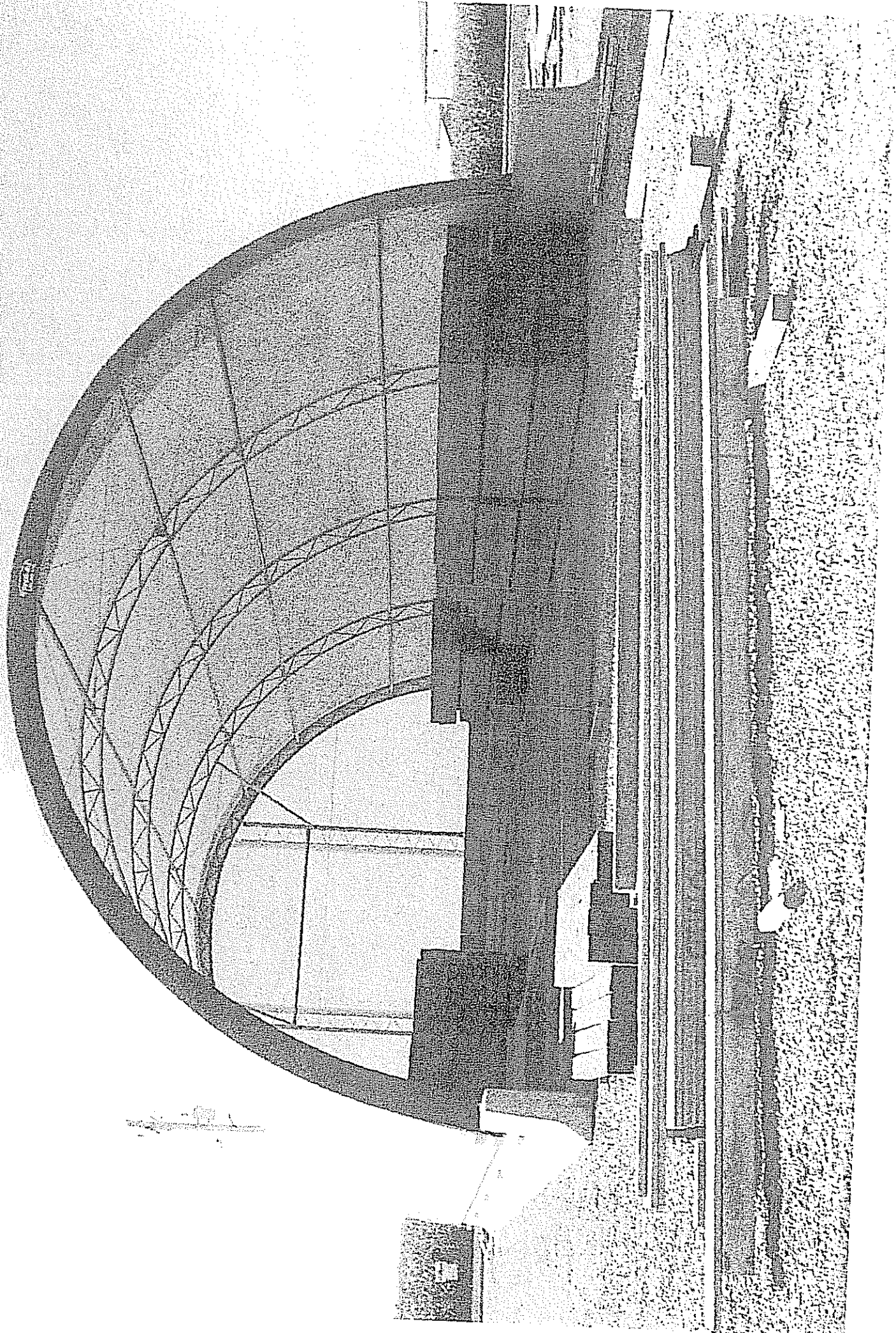
- Saw-cut 12" off existing damaged wall area & remove.
- Dowel #4 Rebar into existing wall.
- Excavate for seventeen (17) wing wall footings.
- Install double lay of rebar onto existing wall.
- Pour seventeen (17) wing wall footings.
- Setup and form for wall and wing wall.
- Pour wall & wing walls.
- Strip wall forms.
- Clean-up.

* Finished wall to be 12" thick, to a height of 13' from existing ground.

C.A. Gustafson & Sons, Inc. will NOT supply: Permits, Haul-A-Way of soils and concrete/asphalts, Trash Dumpster.

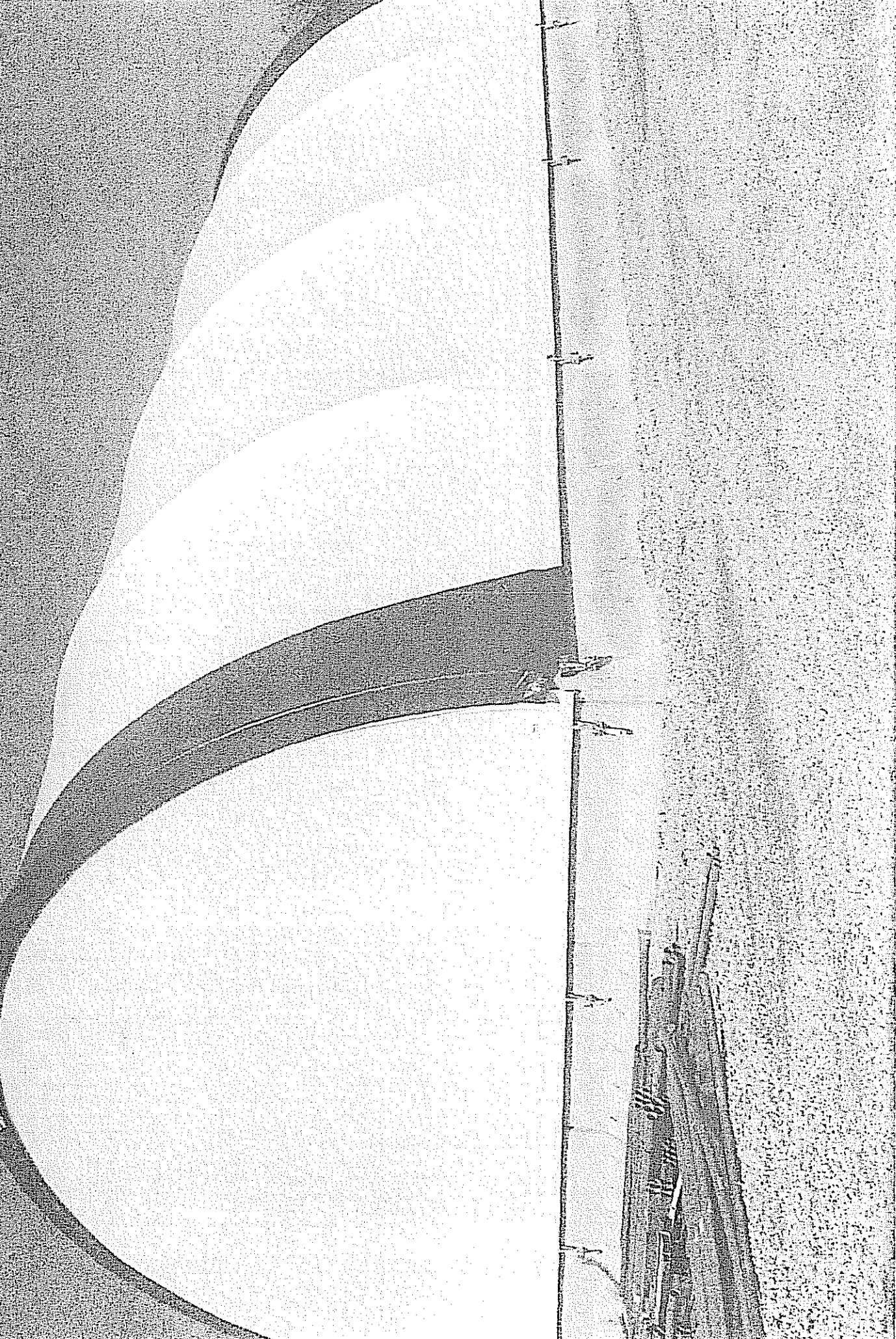
Total Cost for the above project: \$94,664.00

BEKNYH - PROTOTYPE SALT DOME



BEZNYNIO PROTOITYPE SACT DOMIE

1971



JH

The City of Berwyn



Robert Schiller
Director of Public Works

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

November 19, 2009

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

Re: 2010 Motor Fuel Tax (MFT) Authorization, Resolution, and Maintenance Agreement

Attached for City Council review and approval is the "Resolution for Maintenance of Streets and Highways," Maintenance Engineering Agreement," and "Municipal Estimate of Maintenance Costs." Passage of these documents will begin the 2010 Motor Fuel Tax Program. The program includes street maintenance activities such as striping, snow removal, street cleaning, patching, electrical energy for street lights and traffic signals, and traffic signal and street light maintenance.

Recommended Actions:

Staff recommends the City Council approve the "Resolution for Maintenance of Streets and Highways," Maintenance Engineering Agreement," and "Municipal Estimate of Maintenance Costs" for the 2010 MFT Program.

Respectfully,

Robert Schiller
Director of Public Works



Frank Novotny & Associates, Inc.

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

*Civil Engineers/
Municipal Consultants*

November 19, 2009

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

Re: **2010 MFT Maintenance**
MFT Section No. 10-00000-00-GM

Dear Bob:

In accordance with our earlier discussion, we have prepared the necessary documents to enable the City to pay for various Public Works activities using Motor Fuel Tax funds. The entire program has been set up to provide \$2,210,000.00 for maintenance usage. Therefore, enclosed are the following documents for further processing, as indicated:

1. Four (4) copies of a "Resolution for Maintenance of Streets and Highways", in the total amount of \$2,210,000.00 to fund maintenance activities. After passage by the City Council, please have the City Clerk sign all four (4) copies, retain one (1) copy for City files, and return three (3) copies to our office for further processing with IDOT.
2. Five (5) copies of a "Maintenance Engineering Agreement", which covers Preliminary Engineering for all maintenance operations and Inspection Engineering for the sidewalk program. Please have the Mayor sign all five (5) copies, retain one (1) copy for City files, and return four (4) copies to our office for further processing with IDOT.
3. Five (5) copies of a "Municipal Estimate of Maintenance Costs", indicating all the line items for expenditure in the total amount of \$2,208,546.40. Please have the City Clerk sign all five (5) copies, retain one (1) copy for City files, and return four (4) copies to our office for further processing with IDOT.
4. Four (4) copies of the Specification Cover Sheet for the "Traffic Signal & Street Light Maintenance" project. Please have the Mayor sign all four (4) copies and return them all to our office for further processing with IDOT.

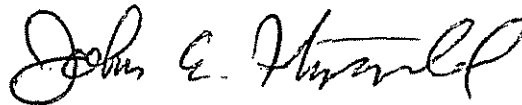
Mr. Robert Schiller
November 19, 2009
Page Two

5. Four (4) copies of the Specification Cover Sheet for the "Sewer Cleaning & Televising" project. Please have the Mayor sign all four (4) copies and return them all to our office for further processing with IDOT.
6. Four (4) copies of the Specification Cover Sheet for the "Tree Trimming" project. Please have the Mayor sign all four (4) copies and return them all to our office for further processing with IDOT.
7. Four (4) copies of the Specification Cover Sheet for the "Tree Removal" project. Please have the Mayor sign all four (4) copies and return them all to our office for further processing with IDOT.
8. Four (4) copies of the Specification Cover Sheet for the "Pavement Marking" project. Please have the Mayor sign all four (4) copies and return them all to our office for further processing with IDOT.
9. Four (4) copies of the Specification Cover Sheet for the "Sidewalk and Curb & Gutter Repairs" project. Please have the Mayor sign all four (4) copies and return them all to our office for further processing with IDOT.
10. Four (4) copies of the Specification Cover Sheet for the "Sign Replacement" project. Please have the Mayor sign all four (4) copies and return them all to our office for further processing with IDOT.

Please review the enclosed, and contact our office if you have any questions.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "John E. Fitzgerald". The signature is written in a cursive, flowing style.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure
cc: File No. 09356



BE IT RESOLVED, by the Mayor and City Council of the City of Berwyn, Illinois, that there is hereby appropriated the sum of \$2,210,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2010 to December 31, 2010

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Thomas J. Pavlik Clerk in and for the City of Berwyn, County of Cook

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Mayor and City Council at a meeting on November 24, 2009

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of November, 2009

(SEAL) City Clerk

Approved Date Department of Transportation Regional Engineer



The services to be performed by the engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution, estimate and proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract or acceptance of proposal forms; and the preparation of the maintenance expenditure statement within 3 months.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection (including preparation of payment estimates, material testing and/or checking material invoices) of those maintenance operations requiring professional on-site inspection, as opposed to those ordinary operations such as street sweeping, snow removal, tree trimming, crack filling, cleaning ditches and culverts, etc., which typically require no professional inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering. (See reverse side for additional instructions). In no case shall this be construed to include supervision of contractor operations.

SCHEDULE OF FEES

Value of Program		BASE FEE			
<input checked="" type="checkbox"/> > \$15,000		\$1,000.00			
<input type="checkbox"/> ≤ \$15,000 (Negotiated: \$1,000 Max.)					
PLUS					
Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected, Etc.
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
II	2%	1%	NA	NA	NA
III	4%	1.5%	4%	0%	NA
IV	5%	4.0%	6%	6%	As Required

SIGNATURES

By: _____
Local Agency Official Signature

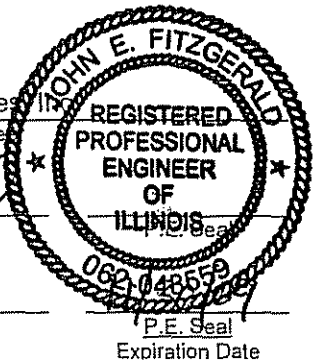
Robert J. Lovero, Mayor
Title

November 24, 2009
Date

Frank Novotny & Associates, Inc.
Consulting Engineer

By: John E. Fitzgerald
Signature

November 24, 2009
Date



P.E. Seal
Expiration Date



Period from 01/01/2010 to 12/31/2010

Section Number 10-00000-00-GM
Municipality City of Berwyn

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
1. Traffic Signal Maint. (Contract Renewal)	IV	Traffic Control Installations (10 Installations x 12 Mos = 120 Ea/Mo)	Ea/Mo	120	75.00	9,000.00	
Street Light Maintenance (On all City Streets, State & County Roads) (Contract Renewal) 10-00000-01-GM		Residential St. Light Stds. (2105 Standards x 12 Mos = 25260 Ea/Mo)	Ea/Mo	25260	1.50	37,890.00	
		Arterial Light Stds. (811 Standards x 12 Mos = 9732 Ea/Mo)	Ea/Mo	9732	2.50	24,330.00	
		Relamp Resid. Lighting Std, 150W, HPS	Each	2100	25.00	52,500.00	
		Relamp Arterial Lighting Std., 50W, HPS	Each	90	40.00	3,600.00	
		Relamp Arterial Lighting Std., 200W, HPS	Each	10	40.00	400.00	
		Relamp Arterial Lighting Std., 220W, HPS	Each	10	40.00	400.00	
		Relamp Arterial Lighting Std., 250W, HPS	Each	145	40.00	5800.00	
		Relamp Arterial Lighting Std., 310W, HPS	Each	17	45.00	765.00	
		Relamp Arterial Lighting Std., 400W, HPS	Each	215	40.00	8,600.00	
		Relamp Arterial Lighting Std., 50W, MH	Each	65	40.00	2,600.00	
		Relamp Arterial Lighting Std., 175W, MH	Each	65	45.00	2,925.00	
		Relamp Arterial Lighting Std., 250W, MH	Each	65	45.00	2,925.00	
		Relamp Arterial Lighting Std., 175W, MV	Each	15	35.00	525.00	
Total Day Labor Costs							
Total Estimated Maintenance Operation Cost							
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							

PAGE 1 OF 5

Submitted: _____ Date _____

Approved: _____ Date _____

By: _____
Municipal Official Title

Regional Engineer



Period from 1/1/10 to 12/31/10

Section Number 10 - 00000 - 00 - GM
Municipality City of Berwyn

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Gro (I,II,III, IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
(Continued from Pg. 1)		Relamp Arterial Lighting Std., 250W, MV	Each	15	35.00	525.00	
		Relamp Arterial Lighting Std., 400W, MV	Each	110	35.00	3,850.00	
		Electrician	Hours	2600	60.00	156,000.00	
		Service Truck	Hour	1300	13.00	16,900.00	
		Tower & Bucket Truck	Hour	500	25.00	12,500.00	
		Backhoe	Hour	250	20.00	5,000.00	
		Air Compressor	Hour	150	10.00	1,500.00	
		Insurance Provisions	L.S.	1	3,000.00	3,000.00	351,535.00
2. Electrical Energy Street Lights	I	ComEd Bills for all City-Owned Street Lights	Month	12	18,350.00	220,200.00	220,200.00
3. Snow & Ice Control (92 Miles)	II	Rock Salt-Bulk (State Purchase)	Tons	3700	95.00	351,500.00	
		Foreman-550.0 Hrs. @ \$34.67=\$19,068.50					
		Truck Driver-8200 Hrs. @ \$28.79=\$235,750.00					
		Total Approx. Labor	L.S.	1	255,000.00	255,000.00	606,500.00
4. Sewer Cleaning & Televising (Contract) 10-00000-02-GM	IV	Sewer Cleaning, Light, 8"-9"	Feet	1000	1.50	1,500.00	
		Sewer Cleaning, Light, 10"	Feet	2000	1.50	3,000.00	
		Sewer Cleaning, Light, 12"	Feet	4000	1.75	7,000.00	
		Sewer Cleaning, Light, 15"	Feet	2000	1.75	3,500.00	
		Sewer Cleaning, Light, 18"-24"	Feet	500	2.75	1,375.00	
Total Day Labor Costs							
Total Estimated Maintenance Operation Cost							
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							

PAGE 2 OF 5

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Title _____ Regional Engineer _____

Submit Four (4) Copies to Regional Engineer



Period from 01/01/2010 to 12/31/2010

Section Number 10 - 00000 - 00 - GM
Municipality City of Berwyn

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Gro (I,II,III, No.)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost	
		Item	Unit	Quantity	Unit Price	Cost		
		Sewer Cleaning, Heavy, 8"10"	Feet	300	4.50	1,350.00		
		Sewer Cleaning, Heavy, 12"-15"	Feet	200	5.00	1,000.00		
		Sewer Televising	Feet	500	3.00	1,500.00		
		Insurance Provisions	L.S.	1	2,000.00	2,000.00	22,225.00	
5. Street Patching (Day Labor)	II	Foreman-910.0 Hrs. @ \$34.67=\$31,549.70						
		Truck Driver-885.0 Hrs. @ \$28.79=\$25,479.15						
		Laborer=6750 Hrs. @ \$26.06=\$175,905.00						
		Total Approx. Labor	L.S.	1	233,000.00	233,000.00	233,000.00	
6. Tree Trimming (Contract)	IV	Tree Trimming, 6" thru 12"	Each	175	50.00	10,500.00		
		Tree Trimming, 13" thru 22"	Each	200	66.00	13,000.00		
10-00000-03-GM		Tree Trimming, 23" thru 32"	Each	500	86.00	42,500.00		
		Tree Trimming, 33" thru 42"	Each	200	105.00	20,000.00		
		Tree Trimming, 43" and Over	Each	90	150.00	22,500.00		
		Insurance Provisions	L.S.	1	500.00	500.00	100,000.00	
7. Tree Removal (Contract)		Tree Removal, 6" thru 12"	Each	25	275.00	6,875.00		
		Tree Removal, 13" thru 22"	Each	25	570.00	14,250.00		
10-00000-04-GM		Tree Removal, 23" thru 32"	Each	25	1,500.00	37,500.00		
		Tree Removal, 33" thru 42"	Each	5	2,500.00	20,000.00		
		Tree Removal, 43" and Over	Each	5	3,000.00	15,000.00		
		Insurance Provisions	L.S.	1	500.00	500.00	76,625.00	
8. Pavement Marking (Contract)	II	Thermoplastic Marking, Line 4"	Feet	1,000	.65	650.00		
		Thermoplastic Marking, Line 6"	Feet	3,000	1.25	3,750.00		
10-00000-05-GM		Thermoplastic Marking, Line 8"	Feet	500	1.75	875.00		
		Thermoplastic Marking, Line 12"	Feet	1,200	2.50	3,000.00		
		Thermoplastic Marking, Line 24"	Feet	2,500	5.00	12,500.00		
		Curb Painting	Feet	4,000	1.65	6,600.00		
		Thermoplastic Marking, Letters & Symbols	S.F.	300	4.50	1,350.00		
		Insurance Provisions	L.S.	1	1,500.00	1,500.00	30,225.00	
		Total Day Labor Costs						
		Total Estimated Maintenance Operation Cost						
		Preliminary Engineering						
		Engineering Inspection						
		Material Testing						
		Total Estimated Engineering Cost						
		Total Estimated Maintenance Cost						

PAGE 3 OF 5

Submitted: _____ Date _____

Approved: _____ Date _____



Period from 1/1/10 to 12/31/10 Section Number 10 - 00000 - 00 - GM
Municipality City of Berwyn

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
9. Street Sweeping Day Labor)	II	Operator-9800 Hrs. @ \$29.69=\$290,472.00					
		Total Approx. Labor	L.S.	1	291,000.00	\$291,000.00	291,000.00
10. Sidewalk & Curb Repairs	IV	Sidewalk Removal	S.F.	11,000	2.00	22,000.00	
10-00000-06-GM		P.C. Concrete Sidewalk, 5"	S.F.	11,000	4.00	44,000.00	
		Detectable Warnings	S.F.	50	30.00	1,500.00	
		Comb. Curb & Gutter Removal	Foot	200	5.00	1,000.00	
		Comb. Concrete Curb & Gutter	Foot	100	18.00	1,800.00	
		Type B-6.12					
		Comb. Concrete Curb & Gutter, Type B-6.18	Foot	100	20.00	2,000.00	
		Sewer Spot Repair, 12"	Foot	15	200.00	3,000.00	
		Driveway Pavement Removal	S.Y.	75	10.00	750.00	
		P.C. Concrete Driveway Pavement, 7"	S.Y.	75	45.00	3,375.00	
		P.C. Concrete Alley Pavement Patching, 8"	S.Y.	150	60.00	9,000.00	
		Pavement Removal & Replace. 8" P.C. Concrete Base & 3" Bit. Concrete Surface	S.Y.	500	90.00	45,000.00	
		Topsoil Furnish & Place, 4"	S.Y.	100	7.00	700.00	
		Sodding	S.Y.	100	10.00	1,000.00	
		Seeding, Class I	Acre	0.1	20,000	2,000.00	
		Incidental Bit. Surfacing	Ton	10	200.00	2,000.00	
		Catch Basins to be Adjusted	Each	2	400.00	800.00	
		Traffic Control & Protection	L.S.	1	6,000.00	6,000.00	
		Insurance Provisions	L.S.	1	4,000.00	4,000.00	149,925.00
11. Sign Replacement (Contract)	IV	Sign Panel, Type 1	S.F.	5,300	17.00	90,100.00	
10-00000-07-GM		Metal Post, Type A	Foot	1,550	6.00	9,300.00	
		Insurance Provisions	L.S.	1	2,500	2,500.00	101,900.00

Total Day Labor Costs

Total Estimated Maintenance Operation Cost		
PAGE 4 OF 5	Preliminary Engineering	
	Engineering Inspection	
	Material Testing	
Total Estimated Engineering Cost		
Total Estimated Maintenance Cost		

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____ Municipal Official Title _____ Regional Engineer



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P O Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY COOK
CITY OF BERWYN
(Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE Various

SECTION NO. 10-00000-01-GM

TYPES OF FUNDS MFT
Traffic Signal & Street Light Maintenance 09356(1)

For Municipal Projects

Submitted/Approved/Passed _____
 Date _____

Mayor President of Board of Trustees Municipal Official

For County and Road District Projects

Submitted/Approved _____
 Date _____

Highway Commissioner

Submitted/Approved _____
 Date _____

County Engineer/Superintendent of Highways

Department of Transportation

Released for bid based on limited review

Date _____

 Regional Engineer

Concurrence in approval of award

Date _____

 Regional Engineer



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY COOK
CITY OF BERWYN
 (Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE VARIOUS

SECTION NO. 10-00000-02-GM

TYPES OF FUNDS MFT
SEWER CLEANING & TELEVISIONING 09356(2)

For Municipal Projects

Submitted/Approved/Passed _____
 Date _____

Mayor President of Board of Trustees Municipal Official

For County and Road District Projects

Submitted/Approved _____
 Date _____

Highway Commissioner

Submitted/Approved _____
 Date _____

County Engineer/Superintendent of Highways

Department of Transportation

Released for bid based on limited review

Date _____

 Regional Engineer

Concurrence in approval of award

Date _____

 Regional Engineer



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY OF COOK
 CITY OF BERWYN
 (Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE VARIOUS

SECTION NO. 10-00000-03-GM

TYPES OF FUNDS MFT
TREE TRIMMING

#09356(3)

For Municipal Projects

Submitted/Approved/Passed _____
 Date _____

Mayor President of Board of Trustees Municipal Official

Department of Transportation

Released for bid based on limited review

Date _____

 Regional Engineer

For County and Road District Projects

Submitted/Approved _____
 Date _____

Highway Commissioner

Concurrence in approval of award

Date _____

 Regional Engineer

Submitted/Approved _____
 Date _____

County Engineer/Superintendent of Highways



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P O Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY OF COOK
CITY OF BERWYN
 (Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE VARIOUS
 SECTION NO. 10-00000-04-GM
 TYPES OF FUNDS MFT
TREE REMOVAL

#09356(4)

For Municipal Projects

Submitted/Approved/Passed _____
 Date _____

Mayor President of Board of Trustees Municipal Official

For County and Road District Projects

Submitted/Approved _____
 Date _____

Highway Commissioner

Submitted/Approved _____
 Date _____

County Engineer/Superintendent of Highways

Department of Transportation

Released for bid based on limited review

Date _____

 Regional Engineer

Concurrence in approval of award

Date _____

 Regional Engineer



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P O. Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY COOK
 CITY OF BERWYN
 (Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
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- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE VARIOUS

SECTION NO. 10-00000-05-GM

TYPES OF FUNDS MFT
PAVEMENT MARKING

09356(5)

For Municipal Projects

Submitted/Approved/Passed _____
 Date _____

Mayor President of Board of Trustees Municipal Official

For County and Road District Projects

Submitted/Approved _____
 Date _____

Highway Commissioner

Submitted/Approved _____
 Date _____

County Engineer/Superintendent of Highways

Department of Transportation

Released for bid based on limited review

Date _____

 Regional Engineer

Concurrence in approval of award

Date _____

 Regional Engineer



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P O Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY COOK
 CITY OF BERWYN
 (Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE VARIOUS

SECTION NO. 10-00000-06-GM

TYPES OF FUNDS MFT
Sidewalk & Curb & Gutter Repairs 09356(6)

For Municipal Projects

Submitted/Approved/Passed _____
 Date _____

Mayor President of Board of Trustees Municipal Official

For County and Road District Projects

Submitted/Approved _____
 Date _____

Highway Commissioner

Submitted/Approved _____
 Date _____

County Engineer/Superintendent of Highways

Department of Transportation

Released for bid based on limited review

Date _____

 Regional Engineer

Concurrence in approval of award

Date _____

 Regional Engineer



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P O. Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY COOK
CITY OF BERWYN
(Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE Various

SECTION NO. 10-00000-07-GM

TYPES OF FUNDS MFT
Sign Replacement

09356(7)

For Municipal Projects

Submitted/Approved/Passed _____
Date

Mayor President of Board of Trustees Municipal Official

For County and Road District Projects

Submitted/Approved _____
Date

Highway Commissioner

Submitted/Approved _____
Date

County Engineer/Superintendent of Highways

Department of Transportation

Released for bid based on limited review

Date _____

Regional Engineer

Concurrence in approval of award

Date _____

Regional Engineer



K. Consent Agenda



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

November 17, 2009

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

SUBJECT: Payroll November 11, 2009

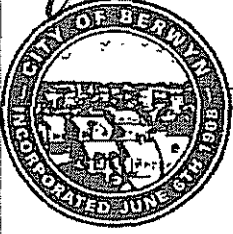
Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the November 24, 2009 meeting.

Payroll: November 11, 2009 in the amount of \$975,491.88.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman



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

November 19, 2009

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

SUBJECT: Payables November 24, 2009 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the November 24, 2009 meeting.

Total Payables: November 24, 2009 in the amount of \$1,066,603.70.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
4709	11/11/2009	Open			Accounts Payable	Gregory Green	\$471.26		
4710	11/11/2009	Open			Accounts Payable	RICHARD VOLANTI	\$2,495.65		
4711	11/12/2009	Open			Accounts Payable	JOHN KUTA	\$568.60		
4712	11/12/2009	Open			Accounts Payable	CRESCENT ELECTRIC SUPPLY CO.	\$72,787.53		
4713	11/12/2009	Open			Accounts Payable	ROBERT YIU	\$109,948.47		
4714	11/12/2009	Voided		11/12/2009	Accounts Payable	JOHN KUTA	\$568.60		
4715	11/11/2009	Open			Accounts Payable	JOHN KAPSA	\$1,559.56		
4716	11/18/2009	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS	\$10,330.80		
4717	11/19/2009	Open			Accounts Payable	A T & T Internet Services	\$947.00		
4718	11/19/2009	Open			Accounts Payable	AIRGAS NORTH CENTRAL	\$378.91		
4719	11/19/2009	Open			Accounts Payable	Antonio Montiel	\$34.01		
4720	11/19/2009	Open			Accounts Payable	ART FLO SHIRT AND LETTERING	\$883.00		
4721	11/19/2009	Open			Accounts Payable	Art Lefebvre	\$180.00		
4722	11/19/2009	Open			Accounts Payable	AT&T	\$956.56		
4723	11/19/2009	Open			Accounts Payable	BAKER & TAYLOR	\$379.65		
4724	11/19/2009	Open			Accounts Payable	BARNES & NOBLE	\$22.40		
4725	11/19/2009	Open			Accounts Payable	BELLE AIRE KENNELS	\$412.20		
4726	11/19/2009	Open			Accounts Payable	BERWYN ACE HARDWARE	\$18.84		
4727	11/19/2009	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	\$135.00		
4728	11/19/2009	Open			Accounts Payable	BIO-TRON,INC.	\$81.00		

CITY of BERWYN

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4729	11/19/2009	Open			Accounts Payable	BOB'S LAWN CARE	\$537.00		
4730	11/19/2009	Open			Accounts Payable	BRIANA PERLOT	\$12.38		
4731	11/19/2009	Open			Accounts Payable	CASE LOTS INC	\$2,033.26		
4732	11/19/2009	Open			Accounts Payable	CDW GOVERNMENT, INC.	\$634.85		
4733	11/19/2009	Open			Accounts Payable	Cermak Animal Clinic	\$60.00		
4734	11/19/2009	Open			Accounts Payable	CHICAGO BADGE COMPANY	\$79.52		
4735	11/19/2009	Open			Accounts Payable	CHICAGO OFFICE TECHNOLOGY GROUP	\$16.67		
4736	11/19/2009	Open			Accounts Payable	CINTAS # 769	\$669.65		
4737	11/19/2009	Open			Accounts Payable	CODEWORK, INC.	\$299.00		
4738	11/19/2009	Open			Accounts Payable	COMMUNICATION REVOLVING FUND	\$439.15		
4739	11/19/2009	Open			Accounts Payable	CQ PRESS	\$805.00		
4740	11/19/2009	Open			Accounts Payable	CROWLEY -SHEPPARD ASPHALT, INC.	\$92,867.85		
4741	11/19/2009	Open			Accounts Payable	CRYSTAL SKY BANQUETS	\$320.00		
4742	11/19/2009	Open			Accounts Payable	DAISEY BOOK CO	\$5,019.36		
4743	11/19/2009	Open			Accounts Payable	DIAMOND GRAPHICS, INC.	\$185.00		
4744	11/19/2009	Open			Accounts Payable	FMP	\$905.31		
4745	11/19/2009	Open			Accounts Payable	FRANK NOVOTNY & ASSC.	\$33,284.13		
4746	11/19/2009	Open			Accounts Payable	FREEWAY FORD TRUCK SALES INC	\$165.32		
4747	11/19/2009	Open			Accounts Payable	FULLMER LOCKSMITH SERVICE INC	\$6.75		
4748	11/19/2009	Open			Accounts Payable	GEM BUSINESS FORMS, INC.	\$2,208.00		
4749	11/19/2009	Open			Accounts Payable	GOLDSTINE, SKRODZKI, RUSSIAN, N EMEC & HOFF, LTD.	\$990.00		
4750	11/19/2009	Open			Accounts Payable	GOLDSTINE, SKRODZKI, RUSSIAN, N EMEC & HOFF, LTD.	\$3,131.70		

CITY of BERWYN

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4751	11/19/2009	Open			Accounts Payable	HALLORAN & YAUCH,INC.	\$250.00		
4752	11/19/2009	Open			Accounts Payable	HASTINGS AIR-ENERGY CONTROL	\$519.95		
4753	11/19/2009	Open			Accounts Payable	HEWLETT-PACKARD COMPANY	\$344.00		
4754	11/19/2009	Open			Accounts Payable	HOLIDAY CAMERA INC.	\$181.86		
4755	11/19/2009	Open			Accounts Payable	HORIZON SCREENING	\$252.00		
4756	11/19/2009	Open			Accounts Payable	ID LABEL INCORPORATED	\$427.41		
4757	11/19/2009	Open			Accounts Payable	ILLINOIS PAPER & COPIER CO.	\$519.13		
4758	11/19/2009	Open			Accounts Payable	INGRAM LIBRARY SERVICES	\$1,348.31		
4759	11/19/2009	Open			Accounts Payable	Jim Frank	\$57.95		
4760	11/19/2009	Voided		11/20/2009	Accounts Payable	JOHN KAPSA	\$1,559.56		
4761	11/19/2009	Open			Accounts Payable	JOSE FLORES	\$510.00		
4762	11/19/2009	Open			Accounts Payable	Josephine Tucci	\$97.40		
4763	11/19/2009	Open			Accounts Payable	JUST TIRES	\$864.94		
4764	11/19/2009	Open			Accounts Payable	KDD OF ILLINOIS,LTD.	\$286.50		
4765	11/19/2009	Open			Accounts Payable	KEY GOVERNMENT FINANCE,INC.	\$3,521.52		
4766	11/19/2009	Open			Accounts Payable	LANDMARK AUDIOBOOKS	\$86.40		
4767	11/19/2009	Open			Accounts Payable	LEXISNEXIS RISK & INFO ANALYTICS GROUP	\$251.25		
4768	11/19/2009	Open			Accounts Payable	Linda Cohen	\$100.00		
4769	11/19/2009	Open			Accounts Payable	MACNEAL PHY GRP [OCCMED]	\$525.00		
4770	11/19/2009	Open			Accounts Payable	Marissa Garcia	\$75.94		
4771	11/19/2009	Open			Accounts Payable	MC. DRYWALL FINISHERS,INC.	\$420.00		
4772	11/19/2009	Open			Accounts Payable	McDONALD MODULAR SOLUTIONS,INC.	\$95.00		
4773	11/19/2009	Open			Accounts Payable	McDONOUGH MECHANICAL SERVICES,INC.	\$1,683.42		

CITY of BERWYN

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4774	11/19/2009	Open			Accounts Payable	MENARDS	\$112.85		
4775	11/19/2009	Open			Accounts Payable	MES-ILLINOIS	\$1,318.29		
4776	11/19/2009	Open			Accounts Payable	Metropolitan Library System	\$8,682.38		
4777	11/19/2009	Open			Accounts Payable	Micro Center A/R	\$167.87		
4778	11/19/2009	Open			Accounts Payable	MIDWEST TAPE	\$121.94		
4779	11/19/2009	Open			Accounts Payable	MLB FINANCIAL SERVICES,LTD	\$85.00		
4780	11/19/2009	Open			Accounts Payable	NAEIR	\$33.97		
4781	11/19/2009	Open			Accounts Payable	NEXTEL COMMUNICATIONS	\$104.98		
4782	11/19/2009	Open			Accounts Payable	NICOR GAS	\$1,576.82		
4783	11/19/2009	Open			Accounts Payable	OCCUPATIONAL TRAINING & SUPPLY,INC.	\$595.00		
4784	11/19/2009	Open			Accounts Payable	OFFICE DEPOT	\$434.70		
4785	11/19/2009	Open			Accounts Payable	OFFICE EQUIPMENT SALES	\$805.52		
4786	11/19/2009	Open			Accounts Payable	OLE FASHION FOOD SERVICES	\$137.80		
4787	11/19/2009	Open			Accounts Payable	OSCAR SANTAGO	\$600.00		
4788	11/19/2009	Open			Accounts Payable	PAUL CONWAY SHIELDS	\$1,373.71		
4789	11/19/2009	Open			Accounts Payable	PETAR DUMANOVIC,LLC	\$3,191.33		
4790	11/19/2009	Open			Accounts Payable	PETER STEINHAGEN	\$600.00		
4791	11/19/2009	Open			Accounts Payable	PHELAN DODGE	\$207.09		
4792	11/19/2009	Open			Accounts Payable	RADCO COMMUNICATIONS,INC.	\$91.40		
4793	11/19/2009	Open			Accounts Payable	RANDOM HOUSE,INC.	\$120.00		
4794	11/19/2009	Open			Accounts Payable	RAY O'HERRON CO.INC.	\$868.30		
4795	11/19/2009	Open			Accounts Payable	RIZZA FORD	\$59.36		
4796	11/19/2009	Open			Accounts Payable	ROBERT DWAN	\$103.65		

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4797	11/19/2009	Open			Accounts Payable	ROSCOE COMPANY	\$383.53		
4798	11/19/2009	Open			Accounts Payable	Sheryl Ebersold	\$250.00		
4799	11/19/2009	Open			Accounts Payable	SHORE GALLERIES INC.	\$1,392.23		
4800	11/19/2009	Open			Accounts Payable	SPORTCO VIP	\$1,201.03		
4801	11/19/2009	Open			Accounts Payable	SPRINT	\$315.29		
4802	11/19/2009	Open			Accounts Payable	SWANK MOTION PICTURE ,INC.	\$321.00		
4803	11/19/2009	Open			Accounts Payable	T-MOBILE	\$100.95		
4804	11/19/2009	Open			Accounts Payable	TAMMY CLAUSEN	\$48.00		
4805	11/19/2009	Open			Accounts Payable	TANTOR MEDIA	\$81.58		
4806	11/19/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$49.52		
4807	11/19/2009	Open			Accounts Payable	Texor World Fuel Services	\$210.65		
4808	11/19/2009	Open			Accounts Payable	THE GALE GROUP	\$266.67		
4809	11/19/2009	Open			Accounts Payable	THE LIBRARY STORE	\$174.09		
4810	11/19/2009	Open			Accounts Payable	THOMAS J.PAVLIK	\$42.00		
4811	11/19/2009	Open			Accounts Payable	TRI-RIVER TRAINING REGION	\$600.00		
4812	11/19/2009	Open			Accounts Payable	TRUCKPRO,INC.	\$73.47		
4813	11/19/2009	Open			Accounts Payable	TRYAD AUTOMOTIVE	\$1,067.88		
4814	11/19/2009	Open			Accounts Payable	U.S. Cellular	\$130.32		
4815	11/19/2009	Open			Accounts Payable	UNIQUE MANAGEMENT SERVICES,INC.	\$179.00		
4816	11/19/2009	Open			Accounts Payable	UNIVERSITY OF ILLINOIS	\$1,700.00		
4817	11/19/2009	Open			Accounts Payable	US GAS	\$188.80		
4818	11/19/2009	Open			Accounts Payable	VCG UNIFORM/CARLSON MURRAY	\$715.20		
4819	11/19/2009	Open			Accounts Payable	VOLTEXX,INC.	\$625.97		

CITY of BERWYN

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4820	11/19/2009	Open			Accounts Payable	AETNA - U.S. Healthcare	\$176.76		
4821	11/19/2009	Open			Accounts Payable	AIRGAS NORTH CENTRAL	\$200.39		
4822	11/19/2009	Open			Accounts Payable	ALFRED BENESCH & COMPANY	\$24,039.83		
4823	11/19/2009	Open			Accounts Payable	AMERICAN MESSAGING	\$13.73		
4824	11/19/2009	Open			Accounts Payable	AMERICAN WATERWORKS ASSOCIATION	\$182.00		
4825	11/19/2009	Open			Accounts Payable	ANTHONY BELCASTER	\$200.00		
4826	11/19/2009	Open			Accounts Payable	AT&T	\$582.11		
4827	11/19/2009	Open			Accounts Payable	AWESOME Pest Service	\$65.00		
4828	11/19/2009	Open			Accounts Payable	B. DAVIDS LANDSCAPING	\$9,250.00		
4829	11/19/2009	Open			Accounts Payable	BARGE TERMINAL & TRUCKING	\$1,398.20		
4830	11/19/2009	Open			Accounts Payable	BERWYN ACE HARDWARE	\$39.96		
4831	11/19/2009	Open			Accounts Payable	BERWYN DEVELOPMENT CORP	\$902.50		
4832	11/19/2009	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	\$2,546.20		
4833	11/19/2009	Open			Accounts Payable	BUDDY VERA	\$400.00		
4834	11/19/2009	Open			Accounts Payable	C.F. Wood,LLC	\$3,300.00		
4835	11/19/2009	Open			Accounts Payable	CASSIDY TIRE	\$34.00		
4836	11/19/2009	Open			Accounts Payable	CHICAGO BADGE COMPANY	\$528.80		
4837	11/19/2009	Open			Accounts Payable	CHICAGO LAND'S TOWN ROOFING,INC.	\$250.00		
4838	11/19/2009	Open			Accounts Payable	CINTAS # 769	\$494.80		
4839	11/19/2009	Open			Accounts Payable	CITY of CHICAGO	\$244,419.05		
4840	11/19/2009	Open			Accounts Payable	CNH CAPITAL AMERICA LLC	\$2,452.63		
4841	11/19/2009	Open			Accounts Payable	ComEd	\$351.71		
4842	11/19/2009	Open			Accounts Payable	ComEd	\$34,910.38		

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4865	11/19/2009	Open			Accounts Payable	JACK'S RENTAL INC	\$980.55		
4866	11/19/2009	Open			Accounts Payable	JACKSON HIRSH INC	\$86.77		
4867	11/19/2009	Open			Accounts Payable	JAMES DUNCAN & ASSOCIATES, INC.	\$2,158.80		
4868	11/19/2009	Open			Accounts Payable	James M. & Joy Michelle Campbell	\$1,475.00		
4869	11/19/2009	Open			Accounts Payable	JEFF YERSICH	\$200.00		
4870	11/19/2009	Open			Accounts Payable	JIM KRATOVIL	\$300.00		
4871	11/19/2009	Open			Accounts Payable	JOE TORRES	\$300.00		
4872	11/19/2009	Open			Accounts Payable	JOHN COOKE	\$400.00		
4873	11/19/2009	Open			Accounts Payable	JULIAN C. BREZEANU	\$1,475.00		
4874	11/19/2009	Open			Accounts Payable	JULIE, INC.	\$357.50		
4875	11/19/2009	Open			Accounts Payable	KATHLEEN FIELD ORR & ASSOCIATES	\$489.70		
4876	11/19/2009	Open			Accounts Payable	KDD OF ILLINOIS, LTD.	\$18.00		
4877	11/19/2009	Open			Accounts Payable	KELVIN MASON	\$200.00		
4878	11/19/2009	Open			Accounts Payable	Landscape Concepts Management	\$3,500.00		
4879	11/19/2009	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$4,499.10		
4880	11/19/2009	Open			Accounts Payable	LITTLE VILLAGE PRINTING	\$118.60		
4881	11/19/2009	Open			Accounts Payable	MARIA CARABALLO	\$1,475.00		
4882	11/19/2009	Open			Accounts Payable	McCANN INDUSTRIES, INC.	\$5.91		
4883	11/19/2009	Open			Accounts Payable	MEDTECH WRISTBANDS	\$246.00		
4884	11/19/2009	Open			Accounts Payable	MENARDS	\$195.12		
4885	11/19/2009	Open			Accounts Payable	Metro Clerking, Inc.	\$20.00		
4886	11/19/2009	Open			Accounts Payable	MetroCount USA, Inc.	\$76.00		
4887	11/19/2009	Open			Accounts Payable	METROPOLITAN MAYORS CAUCUS	\$1,890.56		

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4843	11/19/2009	Open			Accounts Payable	CONSTELLATION NEW ENERGY INC.	\$7,958.90		
4844	11/19/2009	Open			Accounts Payable	D.W.CALLAHAN & SONS,INC.	\$126.00		
4845	11/19/2009	Open			Accounts Payable	DAISEY BOOK CO	\$5,019.36		
4846	11/19/2009	Open			Accounts Payable	DAVID CAPITAN	\$100.00		
4847	11/19/2009	Open			Accounts Payable	Dawn Hamous	\$523.25		
4848	11/19/2009	Open			Accounts Payable	Del Galdo Law Group,LLC	\$17,689.49		
4849	11/19/2009	Open			Accounts Payable	DIAMOND GRAPHICS, INC.	\$4,150.00		
4850	11/19/2009	Open			Accounts Payable	DLW UMPS	\$1,600.00		
4851	11/19/2009	Open			Accounts Payable	ELIAS DeSANTIAGO	\$1,475.00		
4852	11/19/2009	Open			Accounts Payable	EMPIRE COOLER SERVICE,INC.	\$92.00		
4853	11/19/2009	Open			Accounts Payable	FERNANDO AVILA & NANCY NUNEZ	\$1,475.00		
4854	11/19/2009	Open			Accounts Payable	FIRE SAFETY CONSULTANTS,INC.	\$755.00		
4855	11/19/2009	Open			Accounts Payable	FLASH ELECTRIC CO.	\$4,625.00		
4856	11/19/2009	Open			Accounts Payable	FOLGERS FLAG & DECORATING,INC.	\$12,401.00		
4857	11/19/2009	Open			Accounts Payable	FRANK NOVOTNY & ASSC.	\$136,666.21		
4858	11/19/2009	Open			Accounts Payable	GABRIELA GONZALEZ	\$200.00		
4859	11/19/2009	Open			Accounts Payable	GOLDSTINE,SKRODZKI,RUSSIAN,N EMEC & HOFF,LTD.	\$11,806.85		
4860	11/19/2009	Open			Accounts Payable	HECTOR AVILA	\$200.00		
4861	11/19/2009	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$192.95		
4862	11/19/2009	Open			Accounts Payable	HORIZON SCREENING	\$1,837.50		
4863	11/19/2009	Open			Accounts Payable	Illinois Director of Employment Security	\$29,426.50		
4864	11/19/2009	Open			Accounts Payable	ILLINOIS MUNICIPAL LEAGUE	\$2,581.00		

CITY of BERWYN

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4888	11/19/2009	Open			Accounts Payable	MICHAEL ANTHONY'S	\$300.00		
4889	11/19/2009	Open			Accounts Payable	MIGUEL AVILES & LORENA GUZMAN	\$1,475.00		
4890	11/19/2009	Open			Accounts Payable	MIKE SPAGNOLO	\$300.00		
4891	11/19/2009	Open			Accounts Payable	NEAL & LEROY,L.L.C.	\$1,157.20		
4892	11/19/2009	Open			Accounts Payable	New World Systems	\$3,805.52		
4893	11/19/2009	Open			Accounts Payable	NICOR GAS	\$4,430.76		
4894	11/19/2009	Open			Accounts Payable	PENDING INVESTIGATIONS,INC.	\$150.00		
4895	11/19/2009	Open			Accounts Payable	PERSONALIZED AWARDS	\$3,937.30		
4896	11/19/2009	Open			Accounts Payable	PITNEY BOWES	\$2,379.28		
4897	11/19/2009	Open			Accounts Payable	PITNEY BOWES	\$184.43		
4898	11/19/2009	Open			Accounts Payable	RICOH AMERICAS CORP.	\$145.00		
4899	11/19/2009	Open			Accounts Payable	ROLANDO VILLA	\$300.00		
4900	11/19/2009	Open			Accounts Payable	ROSCOE COMPANY	\$100.86		
4901	11/19/2009	Open			Accounts Payable	S JANTELEZIO INSURANCE CO	\$30.00		
4902	11/19/2009	Open			Accounts Payable	SAM'S CLUB	\$229.87		
4903	11/19/2009	Open			Accounts Payable	Secretary of State	\$20.00		
4904	11/19/2009	Open			Accounts Payable	SHANNON DICKINSON	\$300.00		
4905	11/19/2009	Open			Accounts Payable	SID ANGULLO	\$200.00		
4906	11/19/2009	Open			Accounts Payable	SPORTSFIELDS, INC.	\$815.00		
4907	11/19/2009	Open			Accounts Payable	STANDARD EQUIPMENT CO	\$540.24		
4908	11/19/2009	Open			Accounts Payable	STORINO,RAMELLO & DURKIN	\$3,723.59		
4909	11/19/2009	Open			Accounts Payable	SUBURBAN LABORATORIES,INC.	\$787.00		
4910	11/19/2009	Open			Accounts Payable	SUBURBAN LIFE PUBLICATIONS	\$2,694.22		

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4911	11/19/2009	Open			Accounts Payable	SUSANNE JARACZOK	\$1,475.00		
4912	11/19/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$1,580.73		
4913	11/19/2009	Open			Accounts Payable	Terracon Consultants, Inc.	\$1,212.00		
4914	11/19/2009	Open			Accounts Payable	THE JUDICIAL SALES CORPORATION	\$350.00		
4915	11/19/2009	Open			Accounts Payable	THELMA MARTINEZ	\$300.00		
4916	11/19/2009	Open			Accounts Payable	THEODORE J.POLASHEK	\$2,995.76		
4917	11/19/2009	Open			Accounts Payable	Timothy Theis	\$120.00		
4918	11/19/2009	Open			Accounts Payable	TOTAL PARKING SOLUTIONS, INC.	\$27,375.00		
4919	11/19/2009	Open			Accounts Payable	U.S. Cellular	\$333.82		
4920	11/19/2009	Open			Accounts Payable	USA BLUE BOOK	\$773.58		
4921	11/19/2009	Open			Accounts Payable	WALKER PARKING CONSULTANTS	\$8,463.86		
4922	11/19/2009	Open			Accounts Payable	Warehouse Direct	\$814.28		
4923	11/19/2009	Open			Accounts Payable	WEST CENTRAL MUNICIPAL CONFERE	\$12,958.40		
4924	11/19/2009	Open			Accounts Payable	WESTERN REMAC INC.	\$448.45		
4925	11/19/2009	Open			Accounts Payable	ZEE MEDICAL, INC.	\$103.42		
Type Check Totals:					217 Transactions		\$1,068,731.86		

01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	215	\$1,066,603.70	
	Voided	2	\$2,128.16	
	Total	217	\$1,068,731.86	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 11/20/2008 - To Payment Date: 11/19/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	215	\$1,066,603.70		
					Voided	2	\$2,128.16		
					Total	217	\$1,068,731.86	\$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	215	\$1,066,603.70	
	Voided	2	\$2,128.16	
	Total	217	\$1,068,731.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	215	\$1,066,603.70	
	Void	2	\$2,128.16	
	Total	217	\$1,068,731.86	\$0.00

K/3

RESOLUTION

National Hunger and Homelessness Awareness Week

November 15-21, 2009

WHEREAS, for the past several years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week to promote an end to hunger and homelessness; and

WHEREAS, the purpose of the proclamation is to educate the public about hunger and homelessness including the shortage of affordable housing for very low income residents; and to encourage community support for homeless assistance service providers; and

WHEREAS, West Suburban PADS, a local not-for-profit agency, provides a continuum of services for homeless men, women and children that are aimed at addressing the immediate need for food and shelter, stopping homelessness before it begins, reducing the length of time spent homeless, and providing supportive housing; and, in 2008, which served 494 people in its Emergency Shelter, 384 individuals in its daytime Support Center, 88 individuals in 43 households in its Transitional Housing Program for the employed homeless; 6 individuals in its Permanent Supportive Housing Program for the homeless mentally; and 233 individuals in 97 households in its Homeless Prevention Program; and

WHEREAS, the congregations of St. Mary of Celle Church and Berwyn United Lutheran are to be commended for providing weekly space for the PADS shelter; and

WHEREAS, the City of Berwyn recognizes the community support provided to people who are homeless through the efforts of more than 1,000 volunteers and more than 40 faith communities who donated 39,000 meals and helped provide 12,170 nights of shelter in 2008; and who, by their presence, ease the depression and isolation that comes with being homeless;

NOW THEREFORE BE IT RESOLVED that the City of Berwyn hereby proclaims November 15-21, 2009 as National Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the City of Berwyn encourages all citizens to recognize that there are homeless individuals and families in our community who need the support of their fellow citizens and from the private and public nonprofit agencies that serve them.

Dated this _____ day of November, 2009.

Robert J. Lovero
Mayor

ATTEST:

Thomas J. Pavlik
City Clerk

**SOUTH BERWYN EDUCATION FOUNDATION
3401 S. GUNDERSON
BERWYN, IL 60402**

Dear Mayor Lovero and Berwyn City Council Members,

The South Berwyn Education Foundation would like to thank you very much for your approval of Janura Park for the use of the Kelly Miller Circus. The Circus, which was held on September 10th was a huge success, with two sell out shows. The children, parents and residents of Berwyn were treated to an entertaining show and an opportunity to see a real circus in virtually their own back yard.

The Berwyn Recreation Center was so helpful with planning this event and the use of the field. We thank Tony Martinucci and all of his employees at the Rec for their help on this day. We would also like to thank the Berwyn Police Department and the Fire Department for their support on this day.

Due to the success of this circus, The SBEF would like to plan a date for next year. The Circus has to be booked now, for next year. We are asking for your approval of a tentative date (September 9, 2010) and the use of Janura Park.

Thank you in advance for your consideration in approving this event. We appreciate the cooperation of the City of Berwyn and its services.

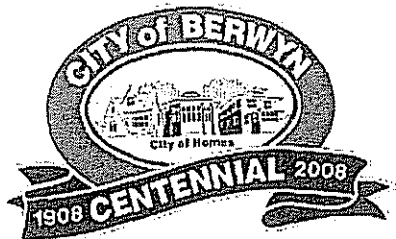
Sincerely,

The South Berwyn Education Foundation Members
and Dan Lane, President
708-795-2300 ex. 4040

November 2009

K-5

Robert J. Lovero
Mayor



Rafael Avila
Seventh Ward Alderman

A Century of Progress with Pride

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

November 16, 2009

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

Re: Handicapped Sign Request: Request No. 630
Maria M. Alvarado – 1621 South Home Avenue

Ladies and Gentlemen:

Please be advised that I concur with the recommendation of Community Service Office Sergio R. Diaz #180 to approve Mrs. Maria M. Alvarado request for Handicapped Parking. I respectfully ask that Maria M. Alvarado request be put on the City Council Consent Agenda for November 24, 2009 and for your concurrence as well.

Sincerely,

Rafael Avila
Alderman 7th Ward

Berwyn
Police Department

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

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

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

DATE: NOVEMBER 9, 2009

RE: HANDICAPPED SIGN FOR: MARIA M. ALVARADO #630

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

1621 HOME AVENUE

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN RAFAEL AVILA.

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Community Service Division

Date: November 9, 2009

Application #: 630

Name of Applicant: Maria M. Alvarado

Address: 1621 Home Ave Berwyn IL 60402

Telephone: -----

Nature of Disability:

2009 NOV - 9 P 1:28
CITY OF BERWYN
CLERK'S OFFICE

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:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-12894		

Recommendation: APPROVE DENY Reporting Officer: S. Diaz #180

Comments: RESUBMITTED.

Alderman:

Ward:

Berwyn Police Department

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

Incident#: 09-12894

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-12894
REPORT TYPE Incident Report	RELATED CAD # C09-055639	DOT #	HOW RECEIVED Walk In
WHEN REPORTED 10/15/2009 13:19	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 1621 S HOME AV BERWYN, IL 60402		
TIME OF OCCURRENCE 10/15/2009 13:19	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES						
NAME Alvarado, Maria M		DOB	AGE	ADDRESS 1621 S Home AV Berwyn, IL 60402		
SEX F	RACE Hispanic, Latino	HGT	WGT	HAIR	EYES	PHONE
UCR			TYPE Reporting Party		RELATED EVENT #	

NAME Canales, Estela		DOB	AGE	ADDRESS 1621 S Home AV Berwyn, IL 60402		
SEX F	RACE Hispanic, Latino	HGT	WGT	HAIR	EYES	PHONE
UCR			TYPE Reporting Party		RELATED EVENT #	

INVOLVED VEHICLES					
VEH/PLATE #	STATE IL	TYPE Carryal/SUV	INVOLVEMENT	VIN #	
YEAR 1997	MAKE Mercury	MODEL Villager Minivan	COLOR White	COMMENTS	

Berwyn Police Department

NARRATIVES			
PRIMARY NARRATIVE			
<p>In summary:</p> <p>Maria M. Alvarado requested handicapped signs to be placed in front of her residence, but at this time the handicapped process has been cancelled due to an incomplete doctors signed affidavit. Maria has been advised to re-submit completed paperwork to continue the process.</p> <p>For the above listed reason this officer feels that this application should be denied at this time.</p>			
REPORTING OFFICER DIAZ,, SERGIOR	STAR # 180	REVIEWER BOJOVIC, THOMAS	STAR # 319

Officer: DIAZ,, SERGIO R - 180

Date: 11/9/2009

Time: 11:09

Juvenile: No

Approved: ' . 0: . . .

Restricted: No

Supplement: In summary:

On 10-21-09 Maria M. Alvarado submitted the proper paperwork to continue the handicapped application that she previously submitted. A copy of the proper doctors affidavit will be stapled to the handicapped application packet and turned over to city hall clerks office for approval.

Maria Alvarado resides at 1621 Home Berwyn IL 60402 and suffers from ; and is requesting handicapped signs to be placed in front of her house due to limited parking availability. Maria also lives with her daughter Estella Canales who is in hospice at the same residence due to Cancer. Maria drives on a daily basis to and from work and also for her daughters needs.

.. Maria Alvarado meets state requirements for being handicapped and also city requirements for being handicapped.

For the above listed reasons this officer feels that this application should be considered for approval after further investigations.

Print

Close

CITY OF BERWYN - AFFIDAVIT FOR HANDICAPPED SIGN

PLEASE PRINT

MARIA M. ALVARADO 1621 HOME AVE
(Handicapped Person Name) (Address)

Samo /
(Applicant's Name) (Phone)

PLEASE PRINT

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

Maria M. Alvarado 10-21-09
(Signature of Applicant) (Date)

PLEASE PRINT

PHYSICIAN MUST FILL OUT THE NATURE OF PATIENT'S HANDICAP

I HEREBY CERTIFY THAT THE PHYSICAL CONDITIONS OF THE ABOVE NAMES "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (PHYSICALLY HANICAPPED PERSON - Every Natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

[Signature] 10/21/09
(Physician's Signature) (Date)

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

HANDICAPPED STATE PLATE _____ VEHICLE TAG # AG-29259 YR 2
REGULAR STATE PLATE # _____ HANDICAP STATE CARD # 2

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