

# **City of Berwyn City Council Meeting**

**FEBRUARY 10, 2009**

**BERWYN CITY COUNCIL MEETING**  
**FEBRUARY 10, 2009**

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

MICHAEL A. O'CONNOR  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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**AGENDA**

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. REG-1/27/09-COW-1/13/09-1/15/09-1/22/09-1/27/09
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-ROOSEVELT RD STREETScape CONSTUCTION ENGINEERING SERVICE CONTRACT
  - 2. BDC-2009 INTERGRATED CITY MARKETING PROGRAM
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. CHIEF KUSHNER-CERTICATION BY IL ASSOCIATION OF CHIEFS OF POLICE
  - 2. CENTENNIAL FINAL WRAP-UP
  - 3. BROKER OF RECORD
  - 4. 3303 GROVE-ALLEY ACCESS TO GARAGE
  - 5. SIGN ORDINANCE
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
  - 1. CORRESPONDENCE
  - 2. DEPUTY CITY CLERK, TEMPORARY APPOINTMENT
- (H) COMMUNICATIONS FROM ( ZONING) BOARD OF APPEALS
  - 1. RESOL-ARREOLA-3742 GUNDERSON
  - 2. RESOL/ORD-MAGANA-6427 W. 33<sup>RD</sup> ST.
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
  - 1. DEFER-ERICKSON-TEMPORARY BLDG AT ST MARY'S
  - 2. SKRYD-KOMENSKY SCHOOL DIAGONAL PARKING RESTRICTION
  - 3. SKRYD-28<sup>TH</sup> PLACE STREET SIGN
  - 4. SKRYD-RESIDENT PARKING 2500 & 2600 BLKS-CUYLER, HIGHLAND,HARVEY AVES
  - 5. SKRYD-KOMENSKY SCHOOL HANDICAPPED PARKING SPACES

6. PHELAN-6516 W. CERMAK RD
7. LOVERO-PERSONNEL MATTER-POLICE DEPT
8. ERICKSON-BUDGET DEFICIT REDUCTION-ANTICIPATED CONTINUING ECONOMIC DOWNTURN

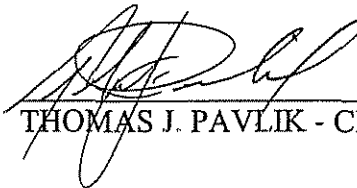
(J) STAFF REPORTS

1. LAW- CASE #06 L 10317 (CIRCUIT CT OF COOK COUNTY)
2. LAW-CASE # 07 WC 22889 & 25515 (IL WORKERS COMPENSATION COMMISSION)
3. LAW-CASE #08 L 64014 (CIRCUIT CT OF COOK COUNTY)
4. LAW-CASE #S-CA-08-261 (IL LABOR RELATIONS BD)
5. LAW-RESOL TO CONVEY PROPERTY & ASSIGN LEASE TO SEDGWICK PROPERTIES DEVELOPMENT CORPORATION
6. BUILDING DIR-DEMO REQ 7135 ROOSEVELT RD
7. POLICE CHIEF-2008 CRIME STATISTICS
8. POLICE CHIEF-U.S. MARSHAL'S SERVICE AWARD
9. PUB WKS DIR-PHASE 2 ENGINEERING FOR EAST AVE RESURFACING
10. OUTREACH DIR-NATIONAL NIGHT OUT AWARD-1<sup>ST</sup> IN STATE, 21<sup>ST</sup> NATION
11. FINANCE DIR-DISPOSAL OF TWO (2) INSPECTOR VEHICLES

(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-2/4/09-\$882,817.00
2. BUDGET CHAIRMAN-COMP & SICKDAY BUYBACK -\$590,389.45
3. BUDGET CHAIRMAN-PAYABLES-GEMS & NEW WORLD-\$1,298,303.11
4. CHAPMAN-HANDICAP SIGN REQ-J. BULAT-3826 CLARENCE-**APPROVE**
5. ERICKSON-HANDICAP SIGN REQ-D.DICKE-1422 GROVE-**APPROVE**
6. ERICKSON-HANDICAP SIGN REQ-P. ARMBURST-1226 OAK PARK -**APPROVE**
7. SKRYD-HANDICAP SIGN REQ-M. MAGOURK-2820 HARVEY-**APPROVE**
7. BLDG DIR-BLDG PERMITS ISSUED JANUARY, 2009
8. COLLECTOR-BUSINESS LICENSES ISSUED JANUARY, 2009

ITEMS SUBMITTED ON TIME 39

  
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THOMAS J. PAVLIK - CITY CLERK

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# Sections A & B

A. Pledge of Allegiance-Moment of Silence

B. Open Forum

Topic must NOT be on the Agenda

Open space for comments or ideas.

# Section C

## Presentation of Previous Meeting Minutes For Approval

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

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

**MINUTES**  
**BERWYN CITY COUNCIL**  
**JANUARY 27, 2009**

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:03 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero, Erickson.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the safety of our armed forces, police, firefighters, paramedics, and especially for Jimmy Trdowski, who is currently serving in Iraq.
3. The Open Forum portion of the meeting was announced. The Mayor recognized Steven Petergall, Oak Park resident and Berwyn firefighter, who spoke regarding his recent injury and asked for an apology from the Mayor, see attached statement.
4. The minutes of the Berwyn City Council meeting and the Committee of the Whole held on January 13, 2009 were submitted. Thereafter, Erickson made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a voice vote.
5. The Berwyn Development Corporation submitted a communication regarding the Replacement of the Cermak Road Clock. Thereafter, Erickson made a motion, seconded by Chapman, to concur and approve for payment. The motion carried by a unanimous roll call vote.
6. The Berwyn Development Corporation submitted a communication regarding the 2009 annual event dates. Thereafter, Chapman made a motion, seconded by Ramos, to concur and approve as submitted. The motion carried by the following roll call vote: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero. Nays: Erickson.
7. The Berwyn Development Corporation submitted a communication regarding the Parking Structure Construction-Potential Caisson related Change Order. The Mayor recognized Anthony Griffin from the BDC, who explained the request, stating that three separated motions needed to be made.



Thereafter, Chapman made a motion, seconded by Skryd, to concur for consideration to release an amount not to exceed \$242,805 from the construction budget to address the caisson change order. The motion carried by a unanimous roll call vote.

Thereafter, Chapman made a motion, seconded by Skryd to concur and approve for payment in an amount not to exceed \$90,000 from the construction budget to put towards the Walker Parking Consultants budget and additional costs associated with the review and redesign of the caisson issue. The motion carried by a unanimous roll call vote.

Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve payment in an amount not to exceed \$28,772 from the construction budget, only if the geotechnical test results indicate further TDR testing is necessary and to consider approving the scope of services contract associated with the TDR testing from the company AECOM. The motion carried by a unanimous roll call vote.

8. The Berwyn Development Corporation submitted a communication regarding the Wireless Network Link, Parking Structure. Thereafter, Erickson made a motion, seconded by Chapman, to concur and approve for payment in an amount not to exceed \$14,595.39. The motion carried by a unanimous roll call vote.

9. Lovero made a motion, seconded by Chapman, to suspend the rules and bring forth items J-8, J-9, J-10, and J-11. The motion carried. Item J-8 is a communication from the Law department along with an attached ordinance entitled:

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS AND HD ACQUISITIONS, LLC TO INDUCE THE DEVELOPMENT OF 6801-6821 WEST CERMAK ROAD, BERWYN, ILLINOIS.**

Thereafter, Lovero made a motion, seconded by Erickson, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Lovero, Erickson. Nays: Phelan.

10. The Law department submitted a communication along with an ordinance entitled:

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, APPROVING AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS AND BERWYN CENTER, LLC TO**

**INDUCE THE DEVELOPMENT OF 6801-6821 WEST CERMAK ROAD,  
BERWYN, ILLINOIS**

Thereafter, Lovero made a motion, seconded by Erickson to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Lovero, Erickson. Nays: Phelan.

11. The Law department submitted a communication along with an ordinance entitled:  
**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, APPROVING A FIRST AMENDMENT TO THE SUBLEASE AGREEMENT BY AND BETWEEN THE CITY OF BERWYN AND HARLEM EMPRESSO, LLC**  
Thereafter, Chapman made a motion, seconded by Lovero, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
12. The Law department submitted a communication along with an ordinance entitled:  
**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, APPROVING AN ASSIGNMENT OF A SUBLEASE AGREEMENT BY AND BETWEEN THE CITY OF BERWYN, ALEX VESELY AND HARLEM EXPRESSO, L.L.C.**  
Thereafter, Chapman made a motion, seconded by Lovero, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
13. Weiner made a motion, seconded by Skryd, to suspend the rules and bring forth item J-4. The motion carried. Item J-4 is a communication from Police Chief Kushner requesting approval to hire one officer from the Lateral Entry pool. Thereafter, Lovero made a motion, seconded by Weiner, to concur and approve as submitted and to waive the hiring freeze. The motion carried by a unanimous roll call vote.
14. The Mayor submitted a communication regarding the request for funding of Architect and Plans for Maple Pool. Thereafter, Lovero made a motion, seconded by Skryd, to excuse Alderman Phelan from the vote. The motion carried by a voice vote. Thereafter, Lovero made a motion, seconded by Erickson, to concur. The motion carried by a unanimous roll call vote with Phelan excused.

15. The Mayor submitted a communication regarding Red Speed cameras. Thereafter, Chapman made a motion, seconded by Ramos, to concur and approve as submitted. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Lovero, Erickson. Nays: Phelan
16. The Mayor submitted a communication regarding Police Sergeant Promotion. Thereafter, the Mayor requested a motion for the matter to be withdrawn. Thereafter, Ramos made a motion, seconded by Weiner, to withdraw the communication. The motion carried by a voice vote.
17. The Mayor submitted a communication regarding the Snow Removal Process. Thereafter, Lovero made a motion, seconded by Chapman, to concur. The motion carried by a unanimous roll call vote.
18. The Zoning Board of Appeals submitted a Resolution and Ordinance regarding T-Mobile Central LLC, 6940 West Ogden Avenue. Thereafter, Erickson made a motion, seconded by Chapman, to concur and adopt the ordinance and resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
19. Alderman Erickson submitted a communication regarding a request for a temporary building at St Mary of Celle's, 1428 Wesley. After discussion, Erickson made a motion, seconded by Weiner, to defer the matter for 2 weeks. The motion carried by a voice vote.
20. The Berwyn Historic Preservation Commission submitted a communication regarding Budget Line Item Request. After discussion, Skryd made a motion, seconded by Chapman, to concur and to include in the 2009 Budget. The motion failed by the following roll call: Yeas: Chapman, Weiner, Skryd, Lovero. Nays: Ramos, Day, Phelan, Erickson, O'Connor. After further discussion, Skryd made a motion, seconded by Chapman, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
21. Alderman Weiner submitted a communication regarding AT &T Boxes. After discussion, Weiner made a motion, seconded by Skryd, to refer the matter to the Public Works director and the Committee of the Whole. The motion carried by a voice vote.
22. Alderman Chapman submitted a communication regarding the 3600 block of Wenonah Avenue extend "Resident Parking Only" hour. Thereafter, Chapman made a motion, seconded by Skryd, to concur and to refer the

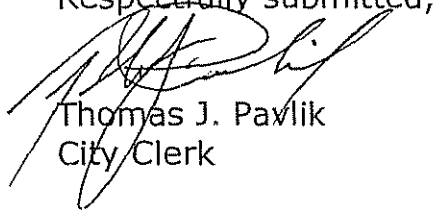
matter to the Traffic Engineer for implementation. The motion carried by a unanimous roll call vote.

23. Alderman Chapman submitted a communication regarding the 3300 block of Grove Avenue request superzone "Permit Parking Only". . Thereafter, Chapman made a motion, seconded by Weiner to concur and to refer the matter to the Traffic Engineer for implementation. The motion carried by a unanimous roll call vote.
24. Alderman Chapman submitted a communication regarding Windsor Avenue conflicting signage problems versus our written ordinances. Thereafter, Chapman made a motion, seconded by Weiner to concur and to refer the matter to the Traffic Engineer for implementation. The motion carried by a voice vote.
25. A deferred communication from the building director regarding the disposal of two (2) Inspector Vehicles. Thereafter, Erickson made a motion, seconded by Day, to concur and refer the matter to the Finance director. The motion carried by the following roll call: Yeas: Ramos, Weiner, Day, Lovero, Erickson. Nays: Chapman, Skryd, Phelan.
26. The Traffic engineer submitted a communication regarding Parking in the Stanley, Windsor Avenue area. After discussion, Chapman made a motion, seconded by Skryd, to concur with the recommendation and refer the matter to the Law department for drafting. The motion carried by a unanimous roll call vote.
27. The Assistant Fire Chief submitted a communication regarding Change Orders to the 16<sup>th</sup> Street firehouse construction. Thereafter, Skryd made a motion, seconded by Phelan to concur and approve for payment in an amount not to exceed \$13,039. The motion carried by a unanimous roll call vote.
28. The Finance director submitted a communication regarding the Accounts Payable. Thereafter, Weiner made a motion, seconded by Skryd, to concur and approve for payment in the total amount of \$1,212,834.10. The motion carried by a unanimous roll call vote.
29. The Collector submitted a communication regarding the Cost of Vehicle Stickers. Thereafter, Skryd made a motion, seconded by Erickson, to accept the matter as informational. The motion carried by a voice vote.

BERWYN CITY COUNCIL  
JANUARY 27, 2009

30. The Collector submitted a communication regarding the Cost of Business License Seals. Thereafter, Skryd made a motion, seconded by Erickson, to accept the matter as informational. The motion carried by a voice vote.
31. The Consent Agenda K-1 through K-6 were submitted.  
K-1-The budget chairman submitted the payroll for January 21, 2009 in the total amount of \$933,842.33  
K-2-The Collector submitted the business licenses issued for Dec., 2008  
K-3-Weiner-handicap request, I. Morales, 6915 W. 29<sup>th</sup> Place-Approve  
K-4-Phelan-handicap request, C. Caputo, 1929 East Avenue-Approve  
K-5-Lovero-handicap request, M. Miranda, 1628 Grove Avenue-Approve  
K-6-South Berwyn Education Foundation-3<sup>rd</sup> Annual Kelly Miller Circus  
Thereafter, Erickson made a motion, seconded by Ramos, to concur and approve by Omnibus Vote Designation. The motion carried by a voice vote.
32. The Mayor called a Committee of the Whole meeting for Wednesday, February 4, 2009 at 7:00 pm for a Budget Workshop  
A Committee of the Whole was called for Tuesday, February 10, 2009 at 6:00 pm for referrals
33. Alderman Skryd called for an Administration committee meeting on Monday, February 9, 2009 at 6:00 pm for referrals
34. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Erickson, to adjourn at the hour of 9:05 pm. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**JANUARY 13, 2009**

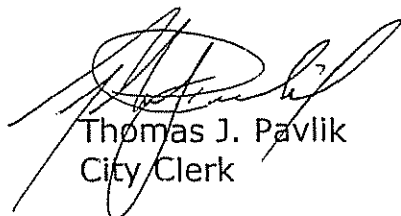
1. The Committee of the Whole was called to order by Mayor O'Connor at 6:13 p.m. Upon the call of the roll, the following responded present: Chapman, Weiner, Skryd, Day, Lovero, Erickson. Absent: Ramos, Phelan.
2. Chapman requested Mayor O'Connor to recognize John Chrastka President of the Berwyn Public Library Board to speak on item F-6 the Mayors' Library Budget and Sunday Hours Communication. Mayor O'Connor then recognized Mr. Chrastka who asked, if the City Council could approve the library budget now to allow the library to implement the Sunday hours and the new fee schedules. Mr. Chrastka explained, that the library would like to start up Sunday hours as soon as possible and would need to work out the staffing for the additional 72 man hours, giving the library enough time to implement and work out the logistics. Also stating it will already be a short spring Sunday hour's season, because the library still plans on resuming summer hours. Alderman Weiner stated, that he was cautious about approving the Library Budget by pulling it out of the overall budget, but is comfortable with a straw poll consensus. Discussion ensued on giving the okay to the Library Board to implement the project and to affirm the budget with the overall budget that will be approved in March. Mayor O'Connor then asked for a consensus on giving the okay for the Library to move forward and present the Library's portion of the budget intact to the Council for approval in March. Consensus 6-0 in favor.
3. Day made a motion, seconded by Chapman to excuse Alderman Ramos and Alderman Phelan. The motion carried.
4. A motion by Skryd, seconded by Chapman to close the Committee of the Whole at 6:21pm for Union Negotiations, Pending Litigations and Personnel. Mayor O'Connor explaining that the personnel is regarding union negotiations. The motion carried by a voice vote.
5. The open portion of the Committee of the Whole reconvened at 8:07 pm.  
  
Note: Alderman Phelan now in attendance. Alderman Chapman now absent.
6. Superblock Agreement changes. Mayor O'Connor recognized Anthony Griffin of the BDC to review the Superblock Amended Redevelopment Agreements (see attached).

Note: Alderman Chapman present at 8:12pm.

There after Mayor O'Connor summarized the plan for the medical building to be occupied west of the bank building, stating there will be first floor retail with medical offices above and this will be the first portion of the development and then the bank building will be redeveloped. Griffin stated he was referring this to the Committee of The Whole for consideration and asked the City Council to consider placing it on the next City Council Agenda along with the next C.O.W Agenda.

7. A motion was made by Phelan, seconded by Skryd, to adjourn the Committee of the Whole at 8:20 pm. The motion carried.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**January 15, 2009**

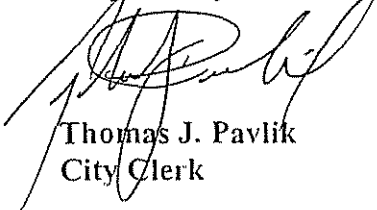
1. The Committee of the Whole was following responded present: Chapman, Ramos, Weiner, Skryd, Lovero. Absent: Day, Phelan, Erickson. Thereafter, Chapman made a motion, seconded by Skryd, to excuse Alderman Day, Phelan and Erickson. Motion carried.
  
2. Budget items: Mayor introduced John Wysoki who presented updated pages to the 2009 proposed budget document. See attached. See document by going to cities website.  
<http://www.berwyn-il.gov/pdf/Clerk/Prop.changes.2009.budget.pdf>.  
John Wysocki briefly reviewed the changes which reflected decreases in proposed revenues because the city council voted down the gas tax and vehicle sticker increase ordinances. Wysoki reported the budget is now at a net \$400,000.00 deficit. See summary page 12. John reported a reduction was also made in the expenditure for the Berwyn Housing Authority with a \$25,000.00 reduction. Alderman Lovero questioned the fine collections and discussion ensued on Red Speed revenues. See page 18 and Fees see page106. Discussion ensued on the internal service funds. See page 197 on the original proposed 2009 budget document. Questions regarding how the projected numbers are figured and projected at a net deficit. Lovero also questioned the license and permit page 12, the proposed versus the amended changes and questioned what the fund is comprised of. Alderman Skryd questioned the Berwyn Park District revenue sharing from ticket writing. If they have been paid and where it is shown in the budget. Mayor and Wysoki had no answer and the Mayor questioned if the Berwyn Park District had ever submitted a bill and that he assumed it was handled by Marsha Cohen in the Collections Department of the Berwyn Police Department. Lovero then questioned changes in the Mayor's budget regarding proposed staffing increase. It was stated this was for a Mayoral Assistant to be implemented in the second half of the year. Loveroquestioned capitol line item and why it was up from \$477,404.00 to \$901,596.00. Wysocki answered it was for the new fire truck that was approved in 2008 but will be delivered and has to be shown in the 2009 budget. Skryd questioned why the \$50,000.00 was still in budget for the strategic planning proposal. The Mayor stated it was voted down and now it can be removed from the budget. Lovero once again questioned the statutory line item , Wysocki explained. Skryd questioned the \$30,000.00 for lights for the Recreation Department and asked which location, Mayor stated this is for Janura Park to finish the lighting project. Alderman Skryd questioned the drug forfeiture fund pay back and where it will come out of. Wysoki answered the general fund. Skryd questioned the



Status. Discussion ensued. Alderman Chapman questioned the Kronos lease and how long it is for and Wysoki answered three years and that it will be paid up this year in June or July and then only a small maintenance fee in licensing software will be billed on a yearly basis. Chapman then questioned the status of the implementing Kronos and questioned the fact that we have been paying for over two and a half years and the system is still not fully implemented. Chapman questioned if the licensing inspector for the multi-unit housing inspector was still in the budget, answer yes. Chapman then questioned where the salary for Dawn Reinhart was paid out of and the Mayor answered 90% CDBG 10% city. Chapman questioned where it is reflected in the budget and Wysoki answered off the spreadsheet from the CDBG fund. Chapman questioned the salary for Frank Paduch, answered paid from the CDBG funds and that Paduch actually took the place of Myrtle Slawko. Alderman questioned lawn services and snow removal and discussion ensued on senior services and how they were removed from the community outreach department. Chapman still questioned where the 10% for Reinhart's salary was reflected and Lovero then requested a spreadsheet for a salary breakdown for CDBG and the Police Department. The Mayor requested that John Wysoki supply an end-of-year salary spreadsheet to all the aldermen. Discussion on CDBG grant funds and how it is budgeted, discussion ensued.

3. Mayor stated that he did not want to keep the council past 9:00 p.m.. Thereafter, Chapman made a motion, seconded to adjourn at the hour of 8:58 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**January 22, 2009**

1. The Committee of the Whole was called to order by Mayor O'Connor at 7:09 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Phelan and Lovero. Absent: Skryd, Day Erickson. Also present: Attorney Anthony Bertuca, Finance Director, John Wysoki. A sign-in sheet attached.
2. A motion by Phelan, seconded by Chapman to excuse Alderman Skryd, Day, and Erickson. Motion carried.
3. 2009 proposed budget. Mayor reported that at the last meeting the council just reviewed the changes and that questions and answers took place relating to the budget and asked how the City Council would like to proceed tonight. Alderman Lovero questioned if the Mayor or the Finance Director have come up with any new revenue proposals. The Mayor answered, not at this time, they are not ready.
4. Mayor then recognized Anthony Bertuca who reported to the council on the Red Speed camera situation at 22<sup>nd</sup> and Harlem Ave. Bertuca reported that we have the OK to proceed with two cameras at that location and we still need the state approval to install. Bertuca reported that Red Speed wants to discontinue the camera at 26<sup>th</sup> and East Avenue because violations have drastically reduced.

Note: Alderman Skryd present at 7:15 p.m.

Bertuca reported that we now only have to get one new camera and we can relocate the other to 22<sup>nd</sup> and Harlem. Alderman Ramos questioned the possible income generated for two cameras at 22<sup>nd</sup> and Harlem. Bertuca reported that there are no estimates currently available. Lovero suggested going forward and getting state approval for two cameras to be located at 22<sup>nd</sup> and Harlem. Mayor then asked for consensus to move one Red Speed camera from 26<sup>th</sup> and East Ave. to the intersection of 22<sup>nd</sup> and Harlem plus the one additional camera. The consensus 5 - 1 in favor with Phelan against. Mayor stated that he will recommend that in a communication to the City Council.

5. Mayor recognized Finance Director, John Wysoki, who reported on the budget short-fall now being at \$368,000.00 after the last meeting with the few cuts that were made. The Mayor then once again recognized Anthony Bertuca to inform the Council on Berwyn Park District tickets that was questioned at the last meeting of the Whole. Bertuca briefed the City Council on the procedures involved. Bertuca now also reported that he is now working with the owners of

the Marathon station on 16<sup>th</sup> and Oak Park regarding the surplus property which they would like to purchase from the city.

6. Alderman Chapman questioned how Robert Dwan and Dawn Reinhart get their 10% of payroll from the city. CDBG submits payroll to the Feds and is reimbursed by the city and the city credits back to CDBG out of the General Fund for the difference. Mayor reported that Dwan's salary is 90% CDBG and 10% city and Dawn Reinhart's salary is 75% CDGB and 25% city general fund. Total salaries for CDBG is \$396,918.00. Chapman then questioned how the Senior Advocate gets paid and the Mayor stated 100% from CDGB.

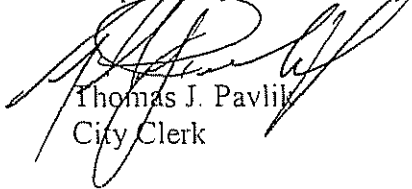
He reported that Frank Paduch's secretary and the bus drivers get paid by the city. Lovero questioned the fund that this comes out of and Wysoki answered Fund 32 and referred to the attached salary detailed report provided to the aldermen. Discussion ensued on salaries and the hiring freeze. Ramos stated that he is only in favor of hiring replacements and not new hires. Ramos suggested eliminating the administrative assistant new position budget for 6 months at \$62,500.00 and also eliminating the \$30,000.00 plus benefits budgeted for the new IT department position. Ramos also questioned the salary for the multi-unit housing inspector. Wysoki stated it was \$31,000.00 plus benefits. Ramos then stated if we could eliminate these three positions from the budget we would be well on our way to cutting that \$368,000.00 deficit in half. Alderman Phelan questioned the Mayor on how the funds already collected regarding the multi-unit housing ordinance will be used if there is no inspector hired. The Mayor stated that portions of the monies collected will be used toward the Fire Department salaries for doing commercial building inspection and their line item will be reimbursed for the time. Also, detective Joe Green is doing the Police Department end of complying with the ordinance. The Mayor then went on to state that the ordinance has to be enforced unless it is repealed. The Mayor stated that eventually he will try to have the Fire Department do the residential inspections also. The Mayor then discussed the need for the need of the Administrative Assistant and would not be in favor of eliminating the position. Skryd then stated that the Mayor is unwilling to compromise on any items that he has submitted. Discussion ensued. Chapman once again questioned the time left on the lease for Kronos and how it is reflected in the budget. Wysoki explained. Lovero questioned the Berwyn Housing Authority's \$225,000.00 budget per year and stated it only would take a 90 day notice for the city to end the agreement. Discussion ensued regarding the need for the Berwyn Housing Authority. Discussion reverted back to the Senior Advocate position and the question of it being paid out of the general fund and that the budget does not reflect CDGB reimbursement. Wysoki explained.

7. Alderman Ramos stated that he needed to be excused from the meeting. Thereafter, Phelan made a motion, seconded by Chapman to excuse Alderman Ramos at 8:07 p.m. Motion carried.

COMMITTEE OF THE WHOLE  
JANUARY 22, 2009

8. Budget discussion continued. Aldermen questioned the Fire Department and the Police Department retirement fund being separated from the General Fund on levy. Discussion ensued.
9. The Mayor then requested Aldermen to prepare questions for department heads ahead of time and he will submit them to the department heads so they can answer their questions prior to the next Committee of the Whole meeting. Alderman Lovero suggested that the Mayor and the Finance Director prepare new revenue or item cuts and stated that if the Mayor can present ideas for new revenue streams that maybe the Aldermen wouldn't request staffing cuts and eliminating positions from the budget.
10. A motion by Weiner and seconded by Phelan to adjourn the Committee of the Whole at 8:13 p.m. Motion carried.

Respectfully submitted by



Thomas J. Pavlik  
City Clerk

**COMMITTEE OF THE WHOLE**  
**JANUARY 27, 2009**

1. The Mayor called the meeting to order at 6:15 p.m. Upon the call to roll the following responded present: Ramos, Weiner, Day Lovero, Erickson. Absent: Chapman, Skryd, Phelan. The Mayor declared a quorum present and the meeting duly convened for further business.
2. A motion by Alderman Weiner, seconded by Alderman Day, to excuse Alderman Chapman, Skryd and Phelan. Motion carried.
3. Agenda item F-1 – Request for funding of architect and plans for Maple pool. The Mayor recognized Joe Vallez, Director of North Berwyn Park District who spoke regarding North Berwyn Park District taking over the management of Cuyler and Maple pools, which is not finalized but there is work needed to be done to get them ready for the summer season and he is seeking funds to contract and architectural firm to draw up plans. My Vallez went on to speak about the new law regarding drain grates on all pools and is seeking approval of funds for up to \$50,000.00.

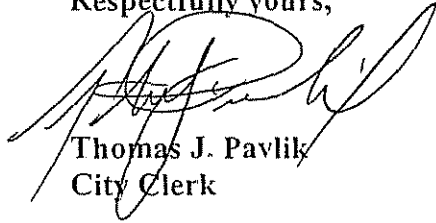
Note: Alderman Chapman and Alderman Skryd present at 6:20 p.m.

Alderman Ramos questioned whether the North Berwyn Park District should foot a portion of the cost. Mr. Vallez answered, No, that there is no inter-governmental agreement regarding pools at this time, and that the North Berwyn Park District had nothing to do with the pools or their maintenance. The Mayor stated that these funds can be taken from the Capitol Projects Bond Fund. Consensus to approve 6 yeas - 1 no-vote from Chapman and Phelan absent.

4. A motion by Ramos, seconded by Skryd, to close the Committee of the Whole at 6:25 p.m.
5. Before the Mayor recognized the motion to go into close, the Mayor recognized Tom Haftner, a representative from the Children's School, 1428 S. Wesley, regarding Alderman Erickson's communication I-1, to explain their program and the need for expansion using modular classrooms. Aldermen Lovero and Ramos would like to see a survey from the surrounding residents if the Zoning Board of Appeals hearing would be waived, which is the resident's opportunity at a Zoning Board of Appeals hearing. Mayor stated the City Council will take it under advisement and the matter is on the agenda.
6. A motion by Ramos, seconded by Skryd, to close the Committee of the Whole at 6:40 p.m. Motion carried.
7. The Committee of the Whole was recessed In Closed at 7:53 p.m. and will resume In Closed session following the City Council meeting.

8. A motion by Ramos, seconded by Skryd, In Closed, to re-open and adjourn the Committee of the Whole at 9:34 p.m. Motion carried.

Respectfully yours,



Thomas J. Pavlik  
City Clerk

# Section D

## Bid Openings – Tabulations

# Section E

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





February 6, 2009

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

**Re: Roosevelt Road Streetscape Construction Engineering Services Contract**

Dear Mayor and City Council,

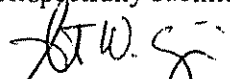
The City of Berwyn and the Village of Oak Park secured, in partnership an "Illinois Tomorrow" grant through the Illinois Department of Transportation to create a study of the Roosevelt Road Corridor. The study, known as the Farr Plan, was adopted by the City Council in 2003. In 2006 the Town of Cicero joined with Berwyn and Oak Park to work collaboratively in an effort to improve the Roosevelt Road Corridor, this led to the Intergovernmental Agreement signing in April of 2007. In November 2007, City Council approved an RFP drafted by the Roosevelt Road Advisory Committee. The RFP was for consulting services for the creation of a uniform streetscape design plan and comprehensive zoning regulations throughout the corridor. With the streetscape concept design being completed in 2008, the next step is construction drawings and permitting for the actual streetscape construction improvement.

To this end, the RRAC interviewed three qualified firms to complete this needed work in late 2008. Following a review of submittals by all three municipalities' staff and the RRAC committee, Terra Engineering was chosen as the recommended consultant team. Staff then negotiated a lower price for services to comply with budgeted amounts for the project.

Attached for review is the consultant contract with Terra Engineering. Also, a continuation of the current and previously approved intergovernmental agreement with Oak Park and Cicero will be the mechanism to complete the multijurisdictional work. The IGA holds all municipalities equally liable and states the financial obligations; Oak Park 50%, Berwyn 42%, Cicero 8% (based on linear square feet of the corridor). The contract was reviewed by Odelson & Sterk in representation of the City of Berwyn.

We are recommending the approval of the contract with Terra Engineering in an amount not to exceed \$247,380. The amount and expense was an expected and budgeted cost within the Roosevelt Road TIF fund in 2009. Upon the approval by all three municipalities, work will commence with the consultant team.

Respectfully submitted for you consideration,

  
Anthony W. Griffin

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

CONTRACT FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES  
RELATED TO ROAD DESIGN AND CONSTRUCTION MANAGEMENT  
FOR ROOSEVELT ROAD BETWEEN  
AUSTIN AVENUE (6000W) AND HARLEM AVENUE (7200W)  
BETWEEN THE VILLAGE OF OAK PARK, THE CITY OF BERWYN, THE TOWN  
OF CICERO AND TERRA ENGINEERING, LTD.

**CONTRACT FOR CONSTRUCTION ENGINEERING SERVICES  
RELATED TO ROAD DESIGN AND CONSTRUCTION MANAGEMENT  
FOR ROOSEVELT ROAD BETWEEN  
AUSTIN AVENUE (6000W) AND HARLEM AVENUE (7200W)  
BETWEEN THE VILLAGE OF OAK PARK, THE CITY OF BERWYN, THE TOWN  
OF CICERO AND TERRA ENGINEERING, LTD.**

In consideration of the mutual promises set forth below, the Village of Oak Park ("Oak Park"), an Illinois municipal corporation, the City of Berwyn ("Berwyn"), an Illinois municipal corporation, the Town of Cicero ("Cicero"), an Illinois municipal corporation, (collectively, Oak Park, Berwyn and Cicero shall be referred to as the "Owner" for convenience purposes only) and TERRA Engineering, Ltd. (d/b/a \_\_\_\_\_), a \_\_\_\_\_ corporation ("TERRA"), make this contract ("Contract") as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ [Oak Park] \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ [Cicero and Berwyn], and hereby agree as follows:

**ARTICLE I: THE SERVICES**

**1.1 Contract Price; Performance of the Services**

TERRA shall provide the road design, document preparation, construction management and other construction engineering services (the "Services"), which are more specifically set forth in Exhibit A, attached hereto and incorporated herein, in connection with the Owner's redevelopment and revitalization of Roosevelt Road (the "Project"). The Owner shall pay TERRA five hundred eighty-nine thousand and no/100 U.S. dollars (\$589,000.00) (the "Contract Price") for providing and performing the Services.

TERRA shall provide the Services in three (3) phases, as is specified in Exhibit A. Phase I and Phase II shall be submitted concurrently to the Illinois Department of Transportation ("IDOT") for review. If IDOT accepts the plan submitted regarding Phase I and Phase II without requiring substantive revisions, then TERRA shall provide the Phase III Services for no additional cost. TERRA shall work in good faith and utilize its best efforts to have IDOT accept the Phase I and Phase II plans without substantive revisions.

Should IDOT not accept the Phase I plan and instead require a full Project Development Report including a complete and separate Phase I, then the Owner shall have the option to either terminate this Contract or to proceed with receiving the Phase I Services from TERRA. The Owner also has the option to terminate this Contract in the event IDOT does not accept the Phase II without substantive revisions. Should the Owner terminate this Contract in either event, the Owner agrees to pay TERRA for all reasonable costs expended, as is further set forth in Section 1.9 of this Contract. If the Owner decides, in its sole option, to proceed with obtaining a full Phase I and Phase II to the satisfaction of IDOT, and TERRA provides such Services, the Owner shall pay TERRA the Contract Price and upon completion of the Phase I and Phase II Services, the Owner, at its sole option, may commission TERRA to

provide and perform the Phase III Services for an additional two hundred fifty thousand and no/100 U.S. dollars (\$250,000.00). The Owner shall notify TERRA within fifteen (15) days after the completion of the Phase II Services as to whether it will exercise its right to receive Phase III Services.

The party municipalities shall be responsible for payment to TERRA for the Services in the following percentages and in accordance with "An Intergovernmental Agreement by and between the Village of Oak Park, the City of Berwyn and the Town of Cicero to Contract for Construction Engineering Services in Connection with the Development of Roosevelt Road," incorporated herein by this reference:

Oak Park - 50%  
Berwyn - 42%  
Cicero - 8%.

Oak Park shall act as administrator for this Contract, as is provided for the previously incorporated Intergovernmental Agreement between the Village of Oak Park, the City of Berwyn and the Town of Cicero.

TERRA shall provide and perform the Services in a proper and workmanlike manner, consistent with standards of professional practice followed by firms providing similar services and in full compliance with, and as required by or pursuant to, this Contract.

## 1.2 Commencement and Completion Dates

TERRA shall commence the Services not later than March 1, 2009 (the "Commencement Date") and shall diligently and continuously prosecute the Services in accordance with the time of commencement, rate of progress and time of completion set forth in the Preliminary Project Schedule, attached hereto and incorporated herein as Exhibit B. The period of time specified in the Preliminary Project Schedule, is referred to in this Contract as the "Project Schedule."

## 1.3 Required Submittals

- A. Submittals Required. TERRA shall submit and coordinate this project directly with the Illinois Department of Transportation (IDOT) with copies to the assigned Owner's representative (or Project Manager) all reports, documents, data, and information set forth in Exhibit A or otherwise required to be submitted by TERRA under this Contract (the "Required Submittals").
- B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Exhibit B or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and within five (5) business days of Owner's reasonable written request given adequate time frame and

notifications to complete the request within the applicable industry standards. Owner shall have the right to require such corrections as may be reasonably necessary to make any Required Submittal conform to this Contract. Owner's review of any Required Submittal shall not relieve TERRA of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner except to the extent that the Owner has approved or authorized any deviation from the Contract requirements. TERRA shall not be responsible for the delays resulting from the adequate review time provided to the Owner's representative and IDOT and as stated in exhibit B referenced as Project Schedule.

- C. Responsibility for Delay. TERRA shall be responsible for any delay in the Services due to a delay in providing Required Submittals conforming to this Contract. TERRA shall not be responsible for delays resulting from circumstances over which the TERRA cannot reasonably be expected to have control. TERRA shall not be responsible for any delays as a result of the review time used by the owner's representative of IDOT. The delays resulting from the owner's review time or the IDOT's review time will have an effect on carrying out the next steps outlined in (exhibit B) the project schedule.

#### 1.4 Review and Incorporation of Contract Provisions

TERRA represents and warrants that it has carefully reviewed, and fully understands and has had an opportunity to discuss with an attorney, this Contract, including all of its Exhibits, all of which are by this reference incorporated into and made a part of this Contract.

#### 1.5 Financial and Technical Ability to Perform

TERRA represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

#### 1.6 Time

TERRA represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Project Schedule is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract.

#### 1.7 TERRA's Personnel and Subcontractors

- A. TERRA's Personnel. TERRA shall provide all personnel necessary to complete the Services. TERRA shall provide to Owner telephone numbers and e-mail addresses at which the key project personnel can be reached

during business hours. Prior to terminating the employment of any key project personnel, or reassigning any of the key project personnel to other positions, or upon receiving notification of the resignation of any of the key project personnel, TERRA shall notify Owner as soon as practicable in advance of such proposed termination or reassignment. TERRA shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by TERRA without prior written approval of Owner. TERRA shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Project Schedule as a result of any such termination, reassignment, resignation, or substitution.

- B. Approval and Use of Subcontractors. TERRA shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by TERRA shall be acceptable to, and approved in advance by, Owner in writing. Owner's approval of any subcontractor or subcontract shall not relieve TERRA of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of TERRA. Every reference in this Contract to "TERRA" shall be deemed also to refer to all subcontractors of TERRA. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.
- C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, TERRA shall immediately upon notice from Owner remove and replace such personnel or subcontractor. TERRA shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Project Schedule as a result of any such removal or replacement.

## 1.8 Owner's Responsibilities

Owner shall, at its shared cost and expense and except as otherwise provided: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require the approval of the Owner's President(s) and Board(s) of Trustees (the "Corporate Authorities"); (b) provide to TERRA all criteria and full information as to Owner's requirements for the Project and Services or work related thereto, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to TERRA all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for TERRA to enter upon public and private

property as reasonably required for TERRA to perform the Services; (e) provide surveys describing physical characteristics, legal limitations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by TERRA, are necessary for the performance of the Services, and are not already provided for in the Exhibits; (f) review and comment on all Required Submittals and other reports, documents, data, and information presented by TERRA; except as otherwise provided in Exhibit A; (g) provide approvals from all governmental authorities having jurisdiction over the Project when such Services are reasonably requested by TERRA, are necessary for the performance of the Services, and are not already provided for in the Exhibits; (h) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the judgment of Owner to protect Owner's interests with respect to the Project; (i) attend Project related meetings; and (j) give prompt verbal or written notice to TERRA whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services provided, however, the failure to give such notice shall not relieve TERRA of any of its responsibilities under this Contract.

#### **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

- A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by providing written notice to TERRA. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, TERRA shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.
- B. Payment for Completed Services. In the event of any termination pursuant to Section 1.9A above, Owner shall pay TERRA (1) such direct costs, including profit and overhead, as TERRA shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination and (2) such other costs pertaining to the Services as TERRA may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

### **ARTICLE II: CHANGES AND DELAYS**

#### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services, and the Project Schedule within the general scope of this contract ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an

equitable adjustment in the Contract Price or Project Schedule or both may be made if the schedule is not constrained to the extent that the TERRA cannot perform the services and provide an acceptable standard of care. TERRA shall submit written notice of a request for the issuance of a Change Order to each Owner's President, Board of Trustees and Project Manager/Planner. A Change Order shall only be issued in conformity with the provisions of Section 33E-9 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-1 et seq.).

## 2.2 Delays

For any delay that may result from causes that could not be reasonably avoided or controlled by TERRA, TERRA shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Project Schedule for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Project Schedule shall be allowed for any other delay in completion of the Services.

## 2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Project Schedule shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Project Schedule to which TERRA claims it is entitled, or, if TERRA believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles TERRA to an equitable adjustment in the Contract Price or Project Schedule that has not been included, or fully included, in a Change Order, then TERRA shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Project Schedule that TERRA claims has not been included, or fully included, in a Change Order. Such request shall be submitted no later than five (5) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless TERRA submits such a request within five (5) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, TERRA shall be conclusively deemed to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

### ARTICLE III: TERRA'S RESPONSIBILITY FOR SERVICES

#### 3.1 Responsibility for Services

TERRA shall exercise reasonable care in efforts to ensure that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient,



and suitable for the purposes expressed in, or reasonably inferred from, this Contract.

### 3.2 Corrections

TERRA shall be responsible for the quality, technical accuracy, completeness, and coordination of all reports, documents, data, information, and other items and services under this Contract. TERRA shall, promptly and without charge, provide, to the reasonable satisfaction of Owner and complying with all applicable industry standards, all corrective Services necessary as a result of TERRA's errors, omissions, and negligent acts.

### 3.3 Risk of Loss

Except as provided otherwise in this Contract, the Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of the TERRA. Notwithstanding any other provision of this Contract, TERRA's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or TERRA, to indemnify, hold harmless, or reimburse TERRA for such damages, losses, or costs.

## ARTICLE IV: FINANCIAL ASSURANCES

### 4.1 Insurance

Contemporaneous with TERRA's execution of this Contract, TERRA shall provide certificates and policies of insurance naming the Owner as an additional insured and evidencing at least the minimum insurance coverage and limits, as follows: General Liability Insurance, including Automobile Liability Insurance, with coverage limits of three million and no/100 U.S. dollars (\$3,000,000.00) in the aggregate and one million and no/100 U.S. dollars (\$1,000,000.00) per occurrence for personal injury and coverage limits of one million and no/100 U.S. dollars (\$1,000,000.00) in the aggregate and three hundred thousand and no/100 U.S. dollars (\$300,000.00) per occurrence for property damage; worker's Compensation Insurance coverage in accordance with statutory limits and Professional Liability Insurance with minimum coverage limits of one million and no/100 U.S. dollars (\$1,000,000.00). For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A and a financial size category of Class VII or better, in Best's Insurance Guide. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. TERRA shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to comply with Section 3.2 of this Contract,

maintain and keep in force, at TERRA's expense, at least the minimum insurance coverage and limits. TERRA expressly understands and agrees that any insurance protection furnished by TERRA hereunder shall in no way limit the responsibility to indemnify and save harmless the Owner pursuant to the terms of this Agreement nor be used to offset TERRA's indemnification obligations. TERRA shall require all subcontractors and independent contractors to procure and maintain insurance as required herein and submit documentation of the maintenance of such insurance from time to time as may be reasonably required by the Owner.

#### 4.2 Indemnification

TERRA agrees to indemnify, save harmless and defend the Owner, their officials, agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with Services covered by this Contract.

To the extent permissible by law, TERRA waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees, including any claim by any employee of TERRA that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

The proportion of any liability of Owner shall not exceed each Owner's proportion of payment, which is set forth as a percentage in Section 1.1 of this Contract. TERRA acknowledges that the requirements set forth in this section to indemnify, keep and hold harmless and defend the Owner are separate and apart from and not limited by TERRA's duties under this Agreement, including the insurance requirements. The indemnities in this Article shall survive termination or expiration of this Agreement for matters occurring or arising prior to such termination or expiration.

### ARTICLE V: PAYMENT

#### 5.1 Contract Price

Owner shall pay to TERRA, in accordance with and subject to the terms and conditions set forth in this Article V, and TERRA shall accept in full satisfaction for providing, performing, and completing the Services the Contract Price

subject to any additions, deductions, or withholdings provided for in this Contract.

## 5.2 Taxes, Benefits, and Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by TERRA.

## 5.3 Progress Payments

- A. Payment in Installments. The Contract Price shall be paid in installments not more frequently than once each month ("Progress Payments"). Payments will be made within thirty (30) days of receipt of TERRA's pay request in the amount of ninety (90%) of the amount approved, with the ten (10%) being held as a reserve and payable upon the completion of the Services or early termination via delivery.
- B. Pay Requests. TERRA shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase. TERRA shall submit pay requests by the 10<sup>th</sup> day of the month or submit a pre-arranged payment schedule for invoicing in conjunction with Scope of Services and the Project Schedule. TERRA shall provide, upon written request from Owner, certified lien waivers of work performed, as applicable.

## 5.4 Final Acceptance and Final Payment

The Services shall be considered complete on the date of final written acceptance of the Services by Owner, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, Owner shall pay to TERRA the balance of the Contract Price

including the reserve amount, after deducting therefrom all charges against TERRA as provided for in this Contract ("Final Payment"). The acceptance by TERRA of Final Payment with respect to the Services shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to TERRA for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as TERRA reserved in writing at the time of submitting its invoice for Final Payment.

TERRA understands that the Owner will rely on the professional performance and ability of TERRA. Any examination by the Owner, or any acceptance or use of the work product of TERRA, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of TERRA that would relieve TERRA from any liability or expense that would be connected with TERRA's sole responsibility for the propriety and integrity of the professional work to be accomplished by TERRA pursuant to this Agreement. That further acceptance or approval of any of the plans or work of TERRA by the Owner or of payment, partial or final, will not constitute a waiver of any rights of the Owner to recover from TERRA damages that are caused by TERRA due to error, omission or negligence of TERRA in its work. TERRA's legal liability for all damages incurred by Owner caused by error, omission or negligent acts of TERRA will be borne by TERRA without liability or expense to Owner.

## 5.5 Deductions

- A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's rights or remedies, Owner shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are provided by TERRA that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which TERRA is liable under this Contract; (3) claims of subcontractors, suppliers, or other persons performing engineering services that are under contract with TERRA; (4) delay in the progress or completion of the Services resulting from TERRA's inability to perform the necessary services; (5) inability of TERRA to complete the Services; (6) failure of TERRA to properly complete or document any pay request; (7) any other failure of TERRA to perform any of its obligations under this Contract; or (8) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract. Owner must notify TERRA of cause for withholding within fourteen (14) days of receiving invoice. The owner shall not withhold any payment as a result of delays from any unforeseen circumstances beyond the control of TERRA's which might include acts of nature, vandalism, fire, theft or others circumstances.

- B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Section 5.5A of this Contract until TERRA shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner and as required by this contract for providing the necessary services. Owner shall be entitled to apply any money withheld or any other money due to TERRA under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to TERRA under this Contract.

## 5.6 Accounting

TERRA shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. TERRA shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## ARTICLE VI: REMEDIES

### 6.1 Owner's Remedies

If it should appear at any time prior to Final Payment that TERRA has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or TERRA's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has not reasonably commenced to cure any such Event of Default within fifteen (15) business days after TERRA's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require TERRA, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the engineering Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring TERRA and the engineering Services into compliance with this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory engineering Services or part thereof and make an equitable reduction in the Contract Price.

3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for services properly performed prior to termination.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from TERRA, any and all costs but not exceeding amount of consultant fee, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner but not exceeding amount of consultant engineering fee.

## ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

### 7.1 Binding Effect

This Contract shall be binding on Owner and TERRA and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### 7.2 Relationship of the Parties

TERRA shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and TERRA or (2) to create any relationship between Owner and any subcontractor of TERRA.

### 7.3 No Collusion

TERRA hereby represents and certifies that TERRA is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless TERRA is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-1 *et seq.*) TERRA hereby represents that the only persons, firms, or corporations interested in this Contract are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that TERRA has, in procuring this Contract, colluded with any other person, firm, or corporation, then TERRA shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

#### 7.4 Assignment

Except for the performance of TERRA's services by TERRA's subcontractors as approved by Owner, neither Owner nor TERRA shall (1) assign this Contract in whole or in part or (2) assign any of their respective rights or obligations under this Contract. TERRA shall not assign any payment due or to become due under this Contract without the express written approval of the Owner, which approval shall not unreasonably be withheld; provided, however, that Owner's prior written approval shall not be required for assignment of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318.

#### 7.5 Confidential Information

All information supplied by Owner to TERRA for or in connection with this Contract or the Services shall be held confidential by TERRA and shall not, without the prior express written consent of Owner, be disclosed for any purpose other than performance of the Services or as otherwise allowed in this Contract.

#### 7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any representation made by TERRA; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner. Any failure or delay by Owner or TERRA to assert its rights under the Contract or applicable law against the other party in any given instance or number of instances shall not result in a waiver of the right to timely assert such rights under the Contract or applicable law in any other instance.

#### 7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than TERRA shall be made or be valid against Owner.

#### 7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person, or delivered by commercial courier or messenger service

or sent via fax on a business day at the address or fax number set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Attention: Craig Failor, Village Planner, Fax 708 358-5114

Berwyn Development Corporation  
Office of the Executive Director  
3322 South Oak Park Avenue, 2<sup>nd</sup> floor  
Berwyn, Illinois 60402

Town of Cicero  
Town Project Manager  
4949 West Cermak Road  
Cicero, Illinois 60804

Notices and communications to TERRA shall be addressed to, and delivered at, the following address:

TERRA Engineering, Ltd.

\_\_\_\_\_

Attention: \_\_\_\_\_

By notice complying with the requirements of this Section 7.8, Owner and TERRA each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

## 7.9 Governing Laws

This Contract and the rights of Owner and TERRA under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. This Contract shall be governed by the laws of the State of Illinois in all respects as to interpretation and performance. Any and all legal proceedings of any kind arising in connection with this Contract shall be in the Circuit Court of Cook County, Illinois. TERRA expressly agrees to submit to the jurisdiction of the Circuit Court of Cook County, Illinois for all purposes and intents. TERRA agrees that service of process on it may be made, at the option of the Owner, by certified mail addressed to any party or office as provided in the section marked as Notices of this Contract, or by personal



delivery on any officer, director or legal representative of the TERRA as provided in the section marked as Notices of this Contract.

#### **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time; provided that TERRA shall be entitled to an equitable adjustment in the Contract sum and time for any changes in services required by such amendment or modification.

#### **7.11 Compliance with Laws and Grants**

TERRA shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* TERRA shall also comply with all conditions of any federal, state, or local grant received by Owner or TERRA with respect to this Contract or the Services.

TERRA shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with TERRA's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

#### **7.12 Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by TERRA in connection with any or all of the Services ("Documents") shall be and remain the property of Owner upon completion of the project and payment to TERRA all amounts then due. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. TERRA shall have the right to retain copies of the Documents for its files. TERRA shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents, as required by this paragraph. TERRA shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract. TERRA shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least ninety (90) days after the effective date

of such notice of disposal or destruction. Owner shall have ninety (90) days after receipt of any such notice to give notice to TERRA or any of its subcontractors not to dispose of or destroy said Documents and to require TERRA or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.13 TERRA shall have the right to include among TERRA's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by TERRA or its subconsultants under this Contract (collectively "Work Products"); provided that such Work Products which TERRA will have the right to use pursuant to this Paragraph 7.13 shall not include Owner's or third parties' confidential or proprietary information if Owner has previously advised TERRA in writing of the specific information considered by Owner or such third parties to be confidential or proprietary. Owner shall provide professional credit for TERRA in Owner's development, promotional and other materials which include TERRA's Work Products.

7.14 Owner acknowledges and agrees that the Work Products which TERRA or its subconsultants will be preparing and delivering to Owner under this Contract will be conceptual or schematic in nature and therefore for illustrative purposes only and not for use for construction. Owner also acknowledges and agrees that the Work Products will not be intended for use as the basis for preparing more detailed and refined drawings and other design documents, including but not limited to construction drawings, specifications and other construction documents, without independent review and verification as to the appropriateness, constructability, construction cost and safety of the design by one or more other design professionals who are licensed or registered and otherwise authorized to practice design professional services in the jurisdiction where the Project is to be located.

#### 7.15 Time

Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### 7.16 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

#### 7.17 Entire Agreement

Other than the Intergovernmental Agreement dated March 29, 2007 between the Village of Oak Park, Town of Cicero, and City of Berwyn, this Contract, including exhibits, sets forth the entire agreement of Owner and TERRA with

respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and TERRA with respect to the Services and the compensation therefore.

**7.18 Amendments**

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and TERRA.

**7.19 Non-Liability of Public Officials**

TERRA shall not charge any official, employee or agent of Owner personally with any liability or expenses of defense or hold any official, employee or agent of such other party personally liable to them under any term or provision of this Agreement or because of the Owner's execution, attempted execution or any breach of this Agreement. The limitation on liability survives expiration or termination of this Agreement for matters occurring or arising during the Term or as a result of or during TERRA's performance of services beyond the Term.

IN WITNESS WHEREOF, Owner and TERRA have caused this Contract to be executed in two original counterparts as of the day and year first written above.

Attest/Witness:

City of Berwyn ,  
as administrator and on behalf of the Owner

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

\_\_\_\_\_

Title: City Clerk

Title: Mayor

Attest/Witness:

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

\_\_\_\_\_

Title:

## Exhibit A: Scope of Services

**Roosevelt Road Design and Construction Engineering  
Roadway Resurfacing Option  
Summary Scope of Services**

Summary of Engineering Fees for Resurfacing Option		
Description	Cost	
Phase I – Design		
Phase II – Construction Documents		
<b>Sub-Total of Phase I &amp; II</b>	<b>\$589,000</b>	
<b>Phase III – Construction Engineering</b>	<b>\$255,000</b>	

**Phase I – Design**

1. Data Compilation
  - Collect all available existing data for the corridor from the three municipalities, other consultants and any outside agencies as needed.
  
2. Utility Coordination
  - Contact private and municipal utility companies present within the project limits to coordinate utility improvements.
  - Implement utility locations on the plans as per the comments from the utility companies.
  
3. Municipalities and IDOT Involvement
  - Conduct continued meetings of the Roosevelt Road Advisory Committee (RRAC).
  
4. Surveys
  - Complete topographic survey with cross sections.
  - Establish a series of benchmarks along the project corridor.
  - Inventory existing drainage, lighting, and water supply items and structures.
  - Prepare a log of existing traffic control signs.
  
5. Geotechnical Evaluations
  - Conduct ground and pavement borings along project to be used during pavement design and for designing lighting and traffic signal foundations.
  - Analyze cores to determine soil types and characteristics.
  
6. Phase I Plan Preparation
  - Determine types of improvements to be completed.
  - Determine the scope and limits of improvements.
  - Prepare bituminous overlay pavement analysis for IDOT review.
  - Conduct patching survey for existing pavement.
  - Prepare preliminary plan and detail sheets.
  - Review existing drainage and identify areas for improvement.
  - Conduct crash analysis to identify any safety concerns.
  - Prepare Maintenance of Traffic Analysis.
  - Preliminary cost estimate.

## Roosevelt Road Design and Construction Engineering Roadway Resurfacing Option Summary Scope of Services

### 7. Landscape/Streetscape Design

- Solicit further feedback on specific landscape items.
- Gather and present options for each of the streetscape features.
- Prepare composite of streetscape finishes.
- Prepare landscaping exhibits to be used for presentations

### 8. Traffic Signals/IDS

- Review existing traffic signal timing and identify any upgrades.
- Revise traffic signal timing and cross walk configurations.
- Investigate opportunities for traffic signal coordination.
- Refine intersection Geometrics.
- Prepare Intersection Design Studies (IDS) as necessary and submit to IDOT.

### 9. Lighting

- Review existing lighting conditions.
- Determine appropriate design requirements for lighting based on IDOT standards.
- Evaluate decorative lighting options based on functional requirements.
- Preliminary lighting and wiring layout to meet IDOT requirements and minimize utility conflicts.

### 10. Meetings

- Meeting with the 3 municipalities individually or collectively throughout the design to discuss progress, any design concerns, and to solicit continuous input throughout the design process.
- Meet with IDOT District 1 to review the project and address any concerns.

### 11. QA/QC

- Conduct internal review of all project documents to ensure a complete and thorough streetscape design.
- Review all design calculations.

### 12. Administration

- Administration of the contract including invoices.

## Phase II – Construction Documents

### 1. Data Compilation

- Collect additional information based on review comments received following Phase I.

### 2. Utility Coordination

- Continue to work with private and municipal utility companies present within the project limits to review and mitigate any identified utility conflicts.
- Coordinate improvements with the utility companies to provide electrical, storm sewer, and water for the streetscape improvements.
- Plot all detailed utilities on the plans as necessary for relocation of the services prior to construction.

**Roosevelt Road Design and Construction Engineering  
Roadway Resurfacing Option  
Summary Scope of Services**

3. Municipalities and IDOT Involvement
  - Conduct additional meetings of the Roosevelt Road Advisory Committee (RRAC).
  - Meet with IDOT and Municipalities to incorporate comments on the plans as needed
  - Resolve comments and issues to meet the requirements of the Municipalities and IDOT.
  
4. Surveys
  - Conduct pickup survey at limits of project identified in Phase I to ensure that the improvements flow smoothly into the existing.
  - Conduct pickup survey where additional detail is needed to properly design the project.
  - Layout certain improvements in the field to help decision makers visualize what changes will be made.
  
5. Geotechnical Evaluations
  - Finalize foundation recommendations for lighting, traffic signals and pavement design.
  
6. Phase II Plan Preparation
  - Finalize bituminous overlay pavement design for IDOT review.
  - Prepare final plan and detail sheets for all improvements.
  - Prepare roadway cross sections.
  - Prepare typical sections, details, quantity and drainage schedules, general notes, intersection layouts, etc.
  - Review existing drainage and identify areas for improvement.
  - Conduct crash analysis to identify any safety concerns.
  - Finalize Maintenance of Traffic Analysis.
  - Revise preliminary cost estimate.
  - Complete preparation of all necessary construction documents for bidding.
  
7. Landscape/Streetscape Design
  - Refine streetscape design based on feedback received following Phase I.
  - Review maintenance concerns as necessary to ensure sustainable improvements.
  
8. Traffic Signals
  - Finalize traffic signal timing and layout.
  - Prepare traffic signal plans including layout, wiring, and phasing.
  
9. Lighting
  - Finalize lighting design and selection of fixtures.
  - Prepare lighting plans including layout, wiring diagrams, and electrical supply points.
  
10. Phase III RFI's
  - Provide formal response to Requests for Information (RFI) that occurs during construction.
  
11. Construction Documents
  - Assemble, print, and submit plan sets for review by municipalities and IDOT.

**Roosevelt Road Design and Construction Engineering  
Roadway Resurfacing Option  
Summary Scope of Services**

- Prepare final plans, specifications, and bid documents for distribution to prospective contractors.
  - Prepare solicitation for bids including placement on a state letting and publication of letting notices.
  - Conduct prebid meeting.
  - Participate in bid opening, review of bids, and recommendation for award of the construction contract.
12. Storm Water Pollution Prevention Plan (SWPPP)
- Prepare SWPPP for submittal to EPA in order to obtain permit.
13. Meetings
- Meeting with the 3 municipalities individually or collectively to discuss progress, any design concerns, and to solicit continuous input.
14. QA/QC
- Conduct internal review of all project documents to ensure a complete and thorough streetscape design.
15. Administration

**Phase III – Construction Engineering**

1. Verify Staking
  - Provide survey crew to periodically verify contractor staking and conformance with the design plans.
2. Landscape Items Inspections
  - Inspect the installation of landscaping items including flowers, bushes, and trees.
3. Field Inspections/Documentation/Testing
  - Provide a full time on-site Resident Engineer to monitor construction.
  - Provide an inspector certified by IDOT for the preparation of Construction Documentation.
  - Prepare material samples for testing, such as concrete, and ensure that the specifications in the contract documents for all materials are met or exceeded.
  - Conduct nuclear density testing for any earthen fill applications and during the placement of bituminous pavement.
4. QA/QC
  - Provide periodic checks of the ongoing inspection work including documentation.
  - Verify all applicable procedures are being followed.
5. Administration



## Exhibit B: Project Schedule

## Preliminary Project Schedule - Roosevelt Road Design and Construction Engineering

				2009												2010		
	Task	Duration Days	Dates	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
				Phase I	Notice to Proceed	**	1/5/09											
Phase I Agreements	40	1/5/09 - 3/2/09																
Data Collection	20	3/2/09 - 3/30/09																
Permits and Environmental Coord	45	3/2/09 - 5/4/09																
Draft PDR Development	45	3/30/09 - 6/1/09																
Draft PDR Review (IDOT)	20	6/1/09 - 6/29/09																
Finalize PDR	10	6/29/09 - 7/13/09																
Phase II	PDR Approval	40	7/13/09 - 9/7/09															
	Phase II Agreements	40	9/7/09 - 11/2/09															
	Preliminary Plans (60%)	35	11/2/09 - 12/21/09															
	Final Plans (100%)	20	12/21/09 - 1/18/10															
	PS&E	9	1/18/10 - 1/29/10															

				2010											
	Task	Duration Days	Dates	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
				Phase III	Advertise on State Letting	**	1/30/09								
Project Letting	**	3/6/08													
Project Awarded	45	3/6/08 - 5/8/08													
Construction	105	5/8/08 - 10/2/2008													



February 6, 2009

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

**Re: 2009 Integrated City Marketing Program**

Dear Mayor and City Council,

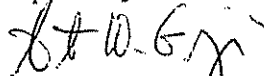
The BDC is seeking consideration of the 2009 Integrated City Marketing Program. The program is funded by the TIF districts and a budgeted cost within the respective TIF budgets. Attached is the integrated marketing campaign program budget and supporting real estate portfolio for the proposed 2009 program.

The approach in 2009 is a reduced program budget (27% reduction) by focusing on quality rather than quantity. Same as the previous program years, the BDC will oversee and handle the logistical coordination of all activities relating to this program and would operate with a budget cap set at a maximum amount (\$100,000). Also same as previous programs, all requests for payments would be forwarded to the appropriate City staff with a detailed cover memo for payment.

The BDC evaluated four real estate portfolios and pricing over the last several months to determine best locations and pricing for one component of the program (outdoor advertising). After careful consideration, Clear Channel provides the best package for both their quality locations and value of their proposal. The site locations for the billboard advertising component of the program is captured in the attached list and portfolio.

Our recommendation at this time is to approve the 2009 Integrated City Marketing Campaign with a budget of \$100,000. This approval will allow the City to lock in the prime real estate locations and begin the design services with Tommaso Lesnick Design. After the design and market testing of the work product is complete, the BDC will present the 2009 concept to the City Council.

Respectfully submitted for you consideration,

  
Anthony W. Griffin



Proposal prepared for: **Berwyn Development Corporation**

Posters  
9 Posters

290  
2271 I-290 and Harlem

Walls  
8052 Ontario and Wells  
8088 Grand and Halsted

Bonus  
1578 LaSalle & Ontario

Production

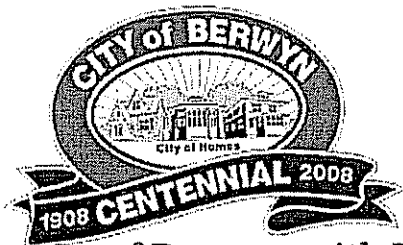
Proposal prepared by:  
Pamela Winstead  
773-843-2039  
[pwinstead@clearchannel.com](mailto:pwinstead@clearchannel.com)

Board No	Location	Neighborhood
2788	Broadway Av ES 44ft N/O Balmoral St F/N - 1	Edgewater (Andersonville)
2996	Clark St WS 4ft S/O Bryn Mawr Av F/S - 1	Edgewater (Andersonville)
3445	Irving Pk Rd SS 20ft W/O Francisco Av F/E - 1	Irving Park
2701	Ashland Av ES 99ft N/O Barry St F/N - 2	Lake View
2772	Belmont Av SS 48ft W/O Elston Av F/E - 1	Lake View
2796	Broadway Av ES 115ft S/O Roscoe St F/S - 1	Lake View
3096	Diversey Av SS 70ft E/O Broadway Av F/E - 1	Lake View
5340	Irving Pk Rd NS 192ft W/O Clark St F/W - 3	Lake View
3011	Clark St WS 22ft N/O Arlington Av F/N - 2	Lincoln Park
2704	Ashland Av ES 8ft S/O Clybourn Av F/N - 1	Lincoln Park (Bucktown)
3242	Fullerton Av SS 240ft E/O Wood St F/W - 1	Lincoln Park (DePaul)
3585	Lincoln Av WS 37ft S/O Winona St F/S - 1	Lincoln Square
3586	Lincoln Av ES 130ft N/O Ainslie Av F/N - 1	Lincoln Square
4223	California Av NS 213ft S/O Milwaukee Av F/S - 1	Logan Square
2819	California Av NS 163ft S/O Milwaukee Av F/N - 1	Logan Square
3686	Milwaukee Av WS 575ft S/O Francis Av F/S - 1	Logan Square <i>no photo</i>
4060	Western Av WS 77ft N/O Mediill St F/N - 2	Logan Square (Bucktown)
4062	Western Av WS 113ft S/O Palmer Av F/N - 1	Logan Square (Bucktown)
2711	Ashland Av WS 36ft S/O Armitage Av F/S - 2	Logan Square (Bucktown)
3691	Milwaukee Av ES 85ft N/O Leavitt Av F/S - 2	Logan Square (Wicker Park/Bucktown)
3177	Elston Av WS 25ft S/O Belmont Av F/N - 2	Logan Square/Avondale
2913	Chicago Av SS 58ft E/O Sedgwick Av F/W - 1	Near North Side (River North)
6112	Huron St SS 50ft E/O Wells St F/E - 1	Near North Side (River North)
1582	Michigan Av ES 364ft N/O 18th St F/S - 3	Near South Side (South Loop)
4623	Lake St NS 19ft W/O Milwaukee Av F/E - 1	Near West Side (Fulton River District)
3935	Randolph St NS 200ft W/O Racine St F/E - 1	Near West Side (West Loop)
4056	Western Av ES 160ft S/O Roscoe St F/S - 2	North Center (Roscoe Village)
3592	Lincoln Av WS 75ft S/O Addison Av F/S - 1	North Center (Roscoe Village)
4287	Western Av WS 20ft N/O Addison Av F/S - 2	North Center (Roscoe Village)
3002	Clark St FS 54ft S/O Leland Av F/N - 1	Uptown
3008	Clark St WS 150ft S/O Halsted St F/S - 2	Uptown
3568	Lawrence Av SS 130ft E/O Winthrop Av F/W - 1	Uptown
4088	Wilson Av NS 35ft W/O Broadway Av F/E - 1	Uptown
2726	Ashland Av ES 12ft N/O Superior St F/S - 2	West Town
4075	Western Av ES 155ft S/O Ohio St F/S - 2	West Town
2907	Chicago Av SS 45ft W/O Hoyne Av F/W - 1	West Town (Ukrainian Village)
4071	Western Av ES 98ft N/O Huron St F/S - 1	West Town (Ukrainian Village)
2720	Ashland Av ES 85ft N/O Haddon St F/S - 1	West Town (Wicker Park)
2717	Ashland Av WS 95ft N/O North Av F/N - 1	West Town (Wicker Park/Bucktown)
4070	Western Av ES 78ft S/O Haddon St F/N - 1	West Town (Wicker Park/Ukrainian Village)
3178	Elston Av WS 25ft S/O Belmont Av F/N - 1	Avondale
5399	Ashland Av ES 460ft S/O Clybourn Av F/S - 3	Bucktown/Lincoln Park
2705	Ashland Av ES 33ft S/O Cybourn Av F/N - 2	Bucktown/Lincoln Park
2706	Ashland Av ES 460ft S/O Clybourn Av F/S - 2	Bucktown/Lincoln Park
2789	Broadway Av WS 125ft N/O Carmen St F/S - 1	Edgewater
2995	Clark St WS 4ft S/O Bryn Mawr Av F/N - 2	Edgewater
2771	Belmont Av SS 48ft W/O Elston Av F/E - 2	Lake View
2795	Broadway Av ES 15ft S/O Roscoe St F/N - 1	Lake View
2797	Broadway Av ES 90ft S/O Roscoe St F/S - 2	Lake View
2800	Broadway Av WS 20ft S/O Melrose Av F/N - 1	Lake View
3593	Lincoln Av WS 50ft S/O Addison Av F/S - 2	Lake View

# Section F

## Reports and Communications From The Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

Date: February 5, 2009

To: Members of the City Council

From: Mayor Michael A. O'Connor

Re: Chief Kushner-Certification by Illinois Association of Chiefs of Police

Ladies and Gentlemen:

I am proud to announce Police Chief William Kushner has been honored by the Illinois Association of Chiefs of Police (IACP) by being designated as a Certified Police Chief through the Association's Police Chief Certification Program. This designation signifies that Chief Kushner has met the highest standards of competency and conduct for his profession.

The program is designed to recognize those law enforcement professionals who excel in all facets of the police chief function. Only those who have successfully completed all phases of the assessment process are granted the distinction of a Certified Police Chief in Illinois. Chief Kushner is among a select few Police Chiefs who have been able to meet the stringent requirements of the program since its inception in 1998.

According to Michael Holub, Chair of the IACP Police Chief Certification Committee, "By qualifying for this recognition, Chief Kushner demonstrated a high level of competence and fitness by successfully completing a written and oral examination documenting professional, educational, and community service achievements and fulfilling prescribed standards of performance and conduct. He demonstrated his proficiency in a final structured interview, conducted by a panel of two Chiefs and a College Professor on topics such as leadership, community and public relations, management concepts, and ethics."

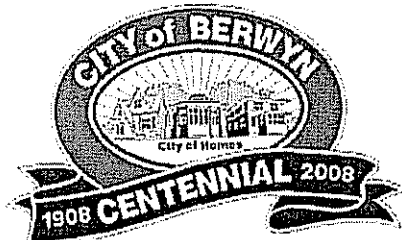
Michael Holub, LaGrange Police Chief and Berwyn resident, will present the certificate to Chief William Kushner. Congratulations on a job well done.

Sincerely,

Michael A. O'Connor  
Mayor



The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

Date: February 4, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Centennial Final Wrap-up

Ladies and Gentlemen:

I have asked the Centennial Chair and Co-Chairs to be in attendance at the City Council meeting for the final audit of the Centennial fund in order to answer any questions you may have.

Sincerely,

Michael A. O'Connor  
Mayor

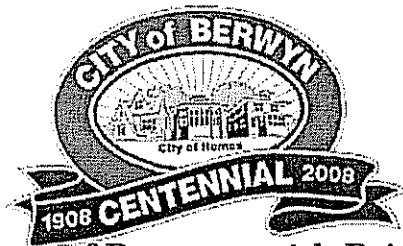
MAC/ws







The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

F-3  
Date: February 5, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Broker of Record

Ladies and Gentlemen:

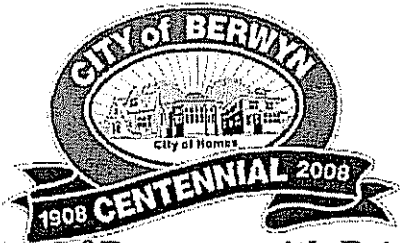
It was the recommendation of the Committee of the Whole that City Council approve our current broker, Berwyn Insurance and Financial Services, as the City's broker of record for the City's health, dental and life insurance products for this fiscal year, based on the RFP process and subsequent discussions concerning the appointment of the broker of record, held at the Committee of the Whole meeting on January 27, 2009.

Sincerely,

Michael A. O'Connor  
Mayor

MAC/ws

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

Date: February 4, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: 3303 Grove – Alley Access to Garage

Ladies and Gentlemen:

I would like to discuss the attached communication from the Condominium Association of 3303 Grove regarding the alley access to their garage in the Committee of the Whole.

Your direction will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor

MAC/ws

TO: The City of Berwyn/City Council:

The Grove Street Condo Association has acquired an Alley (by which we use as a driveway) from the City of Berwyn for eight year plus. The Space is located at the South-end of our Building, running a short distance East and West. Our access to the Driveway is an East Entry. The 3303 South Grove Street Condo Association has maintained this space as our own individual access to our Indoor Parking Garage.

This letter is a request for the City of Berwyn to donate the Alley space at 3303 South Grove to Our Condo Association. We are seeking to have this small piece of property Deeded to us. We understand that there must be a Bill of Sale. So, therefore we would like to contribute/purchase this Property for \$1.00.

In regards to this request; I have had one previous e-mail and a telephone conversation with Mayor O'Connor on this matter and it would be in our best interest for the Town to support our request as a EAB Purchase for The Grove Street Condominium Association.

The Town has never been under any obligation to pay Taxes for the Property. Please consider our request as an opportunity to increase our property value.

Thank you,  
Mrs. Debra A. Baratta, Condo Association Board President

5  
The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

Date: February 5, 2009  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Sign Ordinance

Ladies and Gentlemen:

It has been brought to my attention that our current ordinance may have some restrictions on political signs that may need to be addressed.

Your direction will be appreciated.

Sincerely,

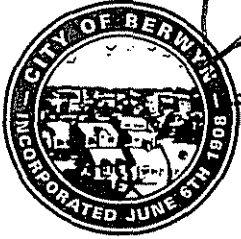
Michael A. O'Connor  
Mayor

MAC/ws



# Section G

Reports and Communications  
From The City Clerk



THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

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

February 5, 2009

To: Mayor and City Council members

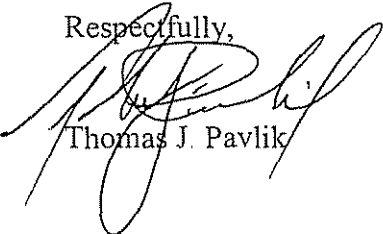
From: Tom Pavlik, City Clerk

Re: Correspondence

Ladies and Gentlemen,

Attached you will find correspondence from former City Clerk and 1<sup>st</sup> Ward Alderman, Donald Pechous regarding recognition of Eileen Pech. Unfortunately he also sent it to Ms. Pech who as respectfully asked for you to only accept this matter as informational and for the City Council not to take any actions on the matter. On behalf of the Berwyn City Council I would just like to thank Ms. Pech, one more time, for all her hard work.

Respectfully,

  
Thomas J. Pavlik

January 13, 2009

City of Berwyn  
Office of the City Clerk  
6700 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

Attention: City Clerk: Please place this communication on the City Council's Agenda

Dear Mayor O'Connor and Members of the Berwyn City Council:

I call upon the City Council to recognize Eileen Pech for her excellent skills as Editor of the "History of the Berwyn Public Library." In my opinion, the paperback should be required reading in all of the City's parochial and public schools.


Having been born in Berwyn, elected Alderman in 1971 and City Clerk in 1993, I feel qualified to make the following statements about the Library system. Over the years Mrs. Pech in her capacity as a Life Newspaper Reporter and Secretary to the Library Board earned her a reputation of even handiness and dedication.

As a former resident of Berwyn, now retired, I call upon Mayor O'Connor and the Library Aldermanic Committee to distinguish Eileen Pech for her continued contributions to the City -- especially to the Library Board --culminating in the publication of the "History of the Berwyn Public Library."

The paperback accurately traces the progress of the City's library development from 1894 to the present. The Berwyn Library System is an excellent one due to individuals such as Eileen Peck, City Alderpersons, Library Board members and the City taxpayers.

In conclusion, I urge the City Council to adopt a resolution and refer the matter to the Library Board for the purpose of naming some room or part of the system in the name of Eileen Pech.

Respectfully yours,

  
Donald Pechous  
23812 Corte Picante  
Murrieta, CA 92562  
Te: 951 600-0062

February 1, 2009

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

Dear Mayor and Aldermen:

It has come to my attention that a letter has been sent to you suggesting special recognition for the author of the "History of the Berwyn Public Library."

While the letter writer's enthusiasm for this history project is much appreciated, I hope you will not accede to his requests for official city action. Many people contributed to the completion of this new history, and I believe it would be inappropriate to recognize any one individual.

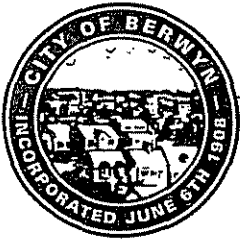
Some years ago the City Council honored me with a resolution citing fair and accurate reporting of city events. That is a recognition any journalist would prize and more than sufficient to last a lifetime. As to renaming a room in the library, a number of far more deserving Board members served for 20 and 30 years without such recognition. In addition, you may recall that when the building at 2701 S. Harlem Avenue was purchased, many private donations helped to furnish it. In those happier economic times, my family was one of those donors, and our name plaque is still affixed to a small library conference room.

For all of these reasons, I hope you will note the good intentions of my fellow history buff and your former colleague, Donald Pechous, and then accept his communication and place it on file.

Sincerely,



Eileen Pech  
3100 Clinton Avenue  
Berwyn, IL 60402



*GA*  
THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

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

February 6, 2009

To: Mayor and City Council members

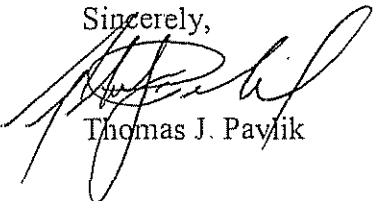
From: Tom Pavlik, City Clerk

Re: Deputy City Clerk, Temporary Appointment

Ladies and Gentlemen,

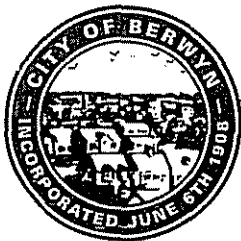
Due to the recent staffing shortage in the Clerk's office, I have temporarily appointed Ms. Joyce Bulat, Deputy City Clerk. Ms. Bulat will be working a part-time 24 hour week until such time that my staff is at full strength. Any questions or details may be discussed in Closed Committee of the Whole. Your concurrence is greatly appreciated. Please accept this matter as informational.

Sincerely,

  
Thomas J. Pavlik

# Section H

## Communications From The Zoning Board of Appeals



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

January 28, 2009

## ZONING BOARD OF APPEALS

*CHAIRMAN:* Joel Chrastka

*EXECUTIVE SECRETARY:* Milton F. Persin

### *MEMBERS:*

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

Don Miller

Mayor and City Council  
C/O City Clerk  
6700 W. 26th Street  
Berwyn, Illinois 60402

RE: Arreola-3742 S. Gunderson Avenue

Dear Mr. Pavlik:

Enclosed is a Resolution pertaining to the above Hearing(s) in which the Berwyn Zoning Board of Appeals DENIED the request of the Applicant(s).

Please present this matter to the City Council for the final decision at your earliest convenience. If the City Council decides to approve the request of the Applicant, then either the City attorney can prepare the Ordinance or I can prepare the Ordinance upon request.

Sincerely

  
Milton F. Persin-Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

THE SOUTH 30.5 FEET OF THE EAST 139.36 FEET OF THE NORTH HALF OF LOT 5 IN BLOCK 62 IN OLIVER L. WATSON'S OGDEN AVENUE ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS

3742 S. Gunderson Avenue

REQUEST BY APPLICANT

Variation to convert a single family residence into a two flat building.

APPLICANT-(Individually and Collectively)

JOSE and TIRMA TERESA ARREOLA

DATE OF PUBLIC HEARING

January 20, 2009

DATE OF PUBLIC NOTICE PUBLICATION

January 2nd, 2009-Berwyn Gazette Newspapaer

MEMBERS PRESENT Messrs: Chrastka, Fejt, Miller, Persin and Mrs. Laureto and Hernandez. Mr. Castaldo was absent.

**WHEREAS, IT IS HEREBY RESOLVED** by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 20th day of January, in the year 2009, having considered all the facts presented at the Hearing of this matter;

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

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



1. Mr. Jose Arreola testified that he purchased a residence which included a vacant adjacent lot in May of 2005. The building and the lot were registered under one Pin number and he then had the lot divided and the vacant lot was given its own pin number, address of 3742 S. Gunderson Avenue, and final dimensions of the lot are 30.50' X 139.36'

2. The applicant, who is a real estate agent and contractor, then built a single family residence on the lot measuring 24.15' X 55.10'. The residence has a full finished basement with a bathroom. The first floor has a living & dining room, 2 bedrooms, bathroom and kitchen, and the second floor level has two more bedrooms, one being a master bedroom; a library room, and two bathrooms. The attic area is only about 3 feet high and not usable.

3. Cost to construct was around \$300,000.00 and the lot value is about \$40,000.00. The residence has been for sale on the open market for over a year and no one has made any offers. However, he does have interested buyers if he can convert the building and sell as a two flat.

4. The conversion will include a stairwell both at the front and side of the building with access to the first & second floors and basement, and a kitchen replacing the library room on the second floor, He intends to use the present furnace and air conditioner for both apartments, and only one meter for electricity.

5. He built a similar home in Cicero and sold it as a single family residence last October.

6. The area investigator, Nora Laureto, presented a written report which is incorporated by reference in this resolution and she met with Mr. Arreola on January 18<sup>th</sup>, 2009. This property is located in an A-1, Single Family District and he and his wife, Irma, purchased the house to the north of this location and the lot on which this residence was built was a side yard to the house they purchased. They eventually had the property divided with separate pin numbers and sold the house. The house now rents for \$1,600.00 a month, but the taxes are close to \$10,000.00 and he wants to sell the property. The front entrance allows access to the basement and first floor and the second floor can be accessed from the rear entrance. A hallway leads to an alcove and into what is now the master bedroom. He intends make the alcove on

the second floor a kitchen area. The two car garage at the rear of the building seems to be in good condition and the applicant stated that he owns the alley behind it which allows parking for two other cars. There are two other two flats on the block at 3704 and 3746 Gunderson and all other homes on the block are a mix of single family homes, stucco and frame. She distributed notices of the meeting to all the homes on the 3700 block of Gunderson and also spoke with a resident who was actually surprised that this is a single family residence. He stated that parking is not usually a problem on the weekends, but gets worse during the week because they are close to the park and school. Mrs. Laureto voted against granting the requested variation to convert the building into a two flat.

7. Messrs: Fejt, Miller, Persin and Mrs. Hernandez all agreed with the area investigator and voted against granting a variation to allow conversion of the property into a two flat. Comments of those against were that the applicant was well aware of the zoning when he built the residence, and as a real estate agent and contractor this venture was subject to the same business risks that confront many other contractors, and only economic hardship usually is not enough reason to grant a change to a two flat. Mr. Chrastka stated that since there are other two flats in the area, he is voting in favor. The final vote was 5 to 1, against granting a variation to allow the conversion of the building to a two flat status.

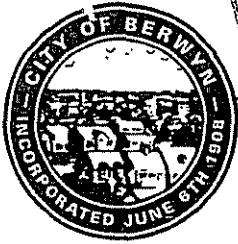
This resolution was adopted on the 20<sup>th</sup> day of January, 2009.

BERWYN ZONING BOARD OF APPEALS



---

Milton F. Persin-Executive Secretary



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

MICHAEL A. O'CONNOR, *Mayor*

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

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

January 28, 2009

ZONING BOARD OF APPEALS

*CHAIRMAN:* Joel Chrastka

*EXECUTIVE SECRETARY:* Milton F. Persin

*MEMBERS:*

Dominick Castaldo

Robert W. Fejt

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Nora Laureto

Don Miller

City Clerk-City of Berwyn  
6700 W. 26th Street  
Berwyn, Illinois 60402

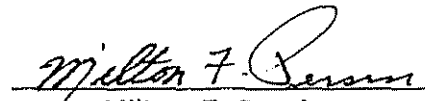
RE: Magana-6427 W. 33rd Street

Dear Mr. Pavlik:

Enclosed is a Resolution and Ordinance pertaining to the above captioned Hearing(s) in which the Berwyn Zoning Board of Appeals recommends approval by the City Council.

Please present to the City Council at your earliest convenience.

Sincerely

  
Milton F. Persin  
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

LOT 78 AND THE WEST HALF OF LOT 79 IN BLOCK 16 IN FLEMING SILL'S SUBDIVISION OF BLOCKS 1 AND 16 IN LAVERGNE IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS

6427 W. 33rd Street

REQUEST BY APPLICANT

Variation for a second floor addition

APPLICANT-(Individually and Collectively)

Christopher Magana

DATE OF PUBLIC HEARING

January 20th, 2009

DATE OF PUBLIC NOTICE PUBLICATION

January 2nd, 2009-Berwyn Gazette

MEMBERS PRESENT

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

**WHEREAS, IT IS HEREBY RESOLVED** by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 20th day of January, in the year 2009, having considered all the facts presented at the Hearing of this matter;

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

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

1. Mr. Christopher Magana testified that he owns the property with his wife, Sonia, and that they purchased the one story brick residence in July of 2000. They had one child, a daughter that was 3 years old at that time. They now have another daughter and son, for a total of three children.

2. The building consists of an unfinished basement and a front room, dining room, kitchen, bathroom and two bedrooms on the first floor, with a 9 foot ceiling. There are stairs in the kitchen area leading to the upstairs attic and basement. There also is another entrance to the basement at the rear of the building. The attic is one open space, is not heated, and is presently used for storage. The building has forced central gas heat with the present furnace in the basement, but they will add a furnace for the second floor addition to be located in the rafters of the building with a pull down ladder and the air conditioning equipment will be mounted separately on the outside. There is a little dormer on the roof of the building about 7 feet from the bearing wall. Height to the gutters is about 13 feet and about 21 feet to the peak of the roof.

4. The applicant proposes to construct new frame dormer with insulated siding up to the south bearing wall to allow an additional room in the attic with ceiling height of 8 feet. The new room will have 3 bedrooms and two washrooms. Plans include the elimination of one bedroom on the first floor and the new stairs will be located in that area leading to both the second floor and basement. The measurements of the three bedrooms will be approximately 11'-7" X 12'-3", 10'-10" x 14', and a master bedroom measuring about 12'-5-1/2" X 17'-6". The smaller bath room measuring about 5' X 6', with only a toilet and sink, will be located in the master bedroom. Plans include a deck at the rear of the second floor, with sliding doors, which will not extend beyond the rear wall line, measuring about 7' X 15'.

5. The side yard to the west is about 7.5' and 5' to the east. The distance between this building and the adjacent buildings is about 19 feet to the west and 15 feet to the east and new gutters will be installed. There is a frame garage measuring 20.4' X 20.5' at the rear of the lot. Their two daughters will occupy one bedroom on the second floor, their son one bedroom, and he and his wife will occupy the master bedroom. His older daughter will move down to the first floor bedroom in a few years.

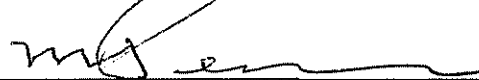
6. He will hire a contractor to tear down the existing dormer and build a dormer shell at an estimated cost of \$18,500.00. Mr. Magana is a painter by occupation and has construction experience so he will finish the dormer and other work, including electrical, with the help of his contractor friends, and they will comply with all City building codes. He estimates that it will take about 2 months to complete the entire project.

7. The area investigator, Mrs. Mary Esther Hernandez, presented a written report which is incorporated by reference in this resolution. She stated that the building now has 2 bedrooms and one full bathroom and an unfinished basement. The reason for the additional room is that they need to accommodate their growing family. Plans are for a room addition in the attic with 3 bedrooms and a full bath with a separate heating system near the roof, and pull down staircase for access. The front bedroom will be removed on the first floor and a new staircase will be located in that area. The other bedroom on the first floor will be used as a guest/computer room and the front of the new dormer will go to the original roof line. There will be different dimensions in the roof structure to give it character. Notices of the meeting were distributed on the 6400 and 6500 blocks of 33<sup>rd</sup> Street. Mrs. Hernandez voted in favor of granting the variation requested.

8. Messrs: Fejt, Miller, Chrastka & Persin, and Mrs. Laureto all agreed with the area investigator and voted in favor of granting the variation requested. Comments were that the extension of the dormer to the bearing wall was necessary to allow the three bedrooms in the attic area to accommodate the growing family of the applicant and there is sufficient space between the buildings on each side. The final vote was 6 to 0 in favor of granting the variation to extend the dormer to the bearing wall and complete the additional room in the attic generally in accordance with the testimony at the hearing, the documents presented, and this resolution.

This resolution was adopted unanimously on the 20<sup>th</sup> day of January, in the year 2009.

BERWYN ZONING BOARD OF APPEALS



---

Milton F. Persin-Executive Secretary

VARIATION ORDINANCE # \_\_\_\_\_

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Variation(s) included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon;  
Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law;  
Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said Variation(s);  
Whereas, the Applicant CHRISTOPHER MAGANA  
Has agreed to adhere to the Building Code of the City of Berwyn, Illinois;  
Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of HIS privies, successors and assigns;

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

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois:  
Common address is 6427 W. 33rd Street and legally described as follows:

LOT 78 AND THE WEST HALF OF LOT 79 IN BLOCK 16 IN FLEMING SILL'S SUBDIVISION OF BLOCKS 1 AND 16 IN LAVERGNE IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A variation from the terms of the Zoning Code is hereby granted to allow the construction of a Dormer extending to the front bearing wall to allow the addition of a room in the attic as is described in the documents presented, testimony at the hearing, and the resolution.

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

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

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

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

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

ATTEST:.

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

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



# Section I

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





**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 02/10/09

**Deferred Communication**

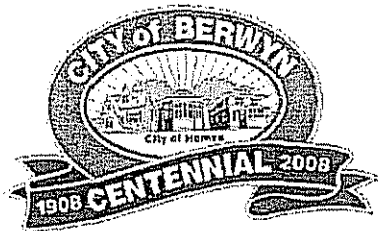
Agenda Item \_\_\_\_\_ is a Deferred Communication from C C Meeting dated 01/27/09 Agenda item #19

FROM Alderman Erickson

Re: Temporary Building at St. Mary's

\_\_\_\_\_

Michael A. O'Connor  
Mayor



Joel Erickson  
Eighth Ward Alderman  
(708) 484-4999  
8thWard@Berwyn-IL.Gov

*I-1*

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-3600  
www.berwyn-il.gov

ITEM NO. #19  
DATE JAN 27 2009  
DISPOSITION  
Refer  
Zwecks

January 22, 2009

Mayor O'Connor and the Berwyn City Council  
Regarding: Temporary Building at St. Mary's

Ladies and Gentlemen:

The issue is well framed by the attached documentation.

I move that this city council override the Building Department's denial of the applicants request for permission to install a temporary building for the purpose of creating a temporary classroom at 1428 Wesley, Berwyn, Illinois, that any requirement for the applicant to seek zoning board approval be waived and that necessary building permits be issued as soon as possible.

Respectfully yours,

Joel Erickson

# *The Children's School*

*Progressive Education since 2004*

---

1428 S. Wesley  
Berwyn, Illinois 60402

January 8, 2009

To the Honorable Mayor O'Connor and members of the City Council,

Thank you for reviewing our request for zoning relief to allow the Children's School to place modular classrooms on the campus of St. Mary of Celle (SMC), where we currently rent facilities to operate a K-5<sup>th</sup> grade elementary school.

Interest in our program is growing. However we have significant space constraints in the existing facility. While SMC's property is large and features four large buildings, all of the usable spaces are already fully inhabited by the Rectory, Convent, Catholic Charities St. Mary of Celle Family Center, and the building we rent which wraps around the Church. Of the 9 rooms in our facility, we have access to 8--7 rooms that serve as classrooms and a lunch room, and an office. The remaining room is still used by the Church for their Religious Education program.

In June, 2008, our Board of Directors approved expanding our educational offerings over the next three years to incorporate a full K-8<sup>th</sup> grade offering. For safety and curricular reasons we also wish to keep our student body on a single campus. Working together with the leadership of St. Mary of Celle, we propose to meet our space constraints by adding at least one, and no more than three, modular classrooms on the existing campus. We understand from Mr. White, principal of St. Leonard's school at 3322 S Clarence, that these facilities offer excellent, secure, and flexible teaching spaces. (For about eight years now St Leonard's has been using a rather typical modular classroom with an overhead electrical line and external electric heater.)

The Children's School was established in the fall of 2004 with a kindergarten and first grade class. Our intent was to bring progressive education ideals to the western suburbs through project-based learning--a unique educational approach not available anywhere else near Berwyn. The progressive education model is familiar, though, in the Chicago area where schools such as The University of Chicago Laboratory School, Francis Parker, and Baker Demonstration School (operated by National Louis University) thrive. Currently, The Children's School is the only primary school in all the western suburbs following the philosophy of progressive education.

Progressive education uses project-based lessons, discourse, and age-appropriate curriculum to allow a child's curiosity, cooperation, and love of learning to thrive. The school addresses all local, state, and national learning

goals. Faculty hold certificates and/or degrees in education and have classroom teaching experience. The curriculum is complemented with study in Spanish language, choral and recorder music instruction, and physical education. We have 75 students, 7 full time staff, 2 part-time staff, and contract with 4 specialty teachers. We also offer a before-school care program, and an after-school arts program. We are tuition-based, and offer need-based tuition assistance.

In 2008 we hosted the 4<sup>th</sup> annual conference of the Progressive Education Network, a network of professional educators trained in and advancing progressive education elementary schools throughout the country. With our featured speaker Alfie Kohn, an internationally renowned leader of the Progressive Education field, we were able to attract attendance literally from across the nation. The conference drew positive attention for The Children's School and for Berwyn, because progressive educators throughout the United States are now aware of the range of exciting educational opportunities in Berwyn, IL.

In the current year, kindergarteners have explored written communication by creating a school-wide mail system where letters are delivered daily by the students to children throughout the school. In the 4<sup>th</sup> grade, children studied important inventions through the ages and recreated a de Vinci glider. Through a grant from the Toshiba America Foundation (see <http://www.toshiba.com/tafpub/jsp/recentgrants/K6.jsp>), the 4<sup>th</sup> grade is now studying machines and creating their own inventions with Lego building sets and motors. The children do more than learn in the classrooms--for the past 2 years, The Children's School has proudly supported the PADS program at St Mary of Celle. On a monthly basis, The Children's School community contributes to make and pack lunches for the homeless that seek shelter at St Mary of Celle when they are a PADS site.

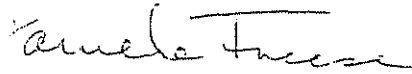
Our goal is to provide a school that is accessible to all families in the community while nurturing each child's innate love of learning. To maintain accessibility to our school we have worked hard not only to keep tuition low (less than \$7000 for the 2009-2010 year; compared to \$18,000 for comparable programs offered in Chicago), but have also offered scholarships to families at need for the past 3 years. Our students come from Berwyn, Oak Park, Maywood, Forest Park, River Forest, West Chester, LaGrange, Melrose Park and Chicago.

Due to the need for a school such as ours and because of requests from families at our school to continue to the 8<sup>th</sup> grade, we are requesting assistance to bring modular classrooms to The Children's School so we may continue to meet the community's needs.

Thank you for your consideration. We look forward to working with the City of Berwyn to continue to provide progressive education. If you have further questions or are interested in visiting our school or learning more about us

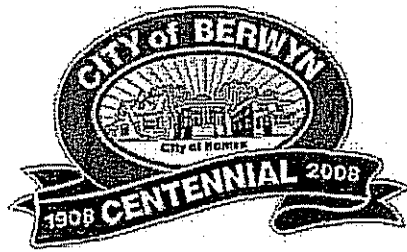
please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Freese". The signature is written in black ink and is positioned above the typed name.

Pamela Freese  
Director of Administration  
The Children's School  
[pfreese@thechildrensschool.info](mailto:pfreese@thechildrensschool.info)  
708.484.8033

**Michael A. O'Connor**  
Mayor



**Daniel J. LeBeau**  
Building Director

**A Century of Progress with Pride**

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

January 22, 2009

Ms. Pamela Freese  
1428 Wesley Avenue  
Berwyn, IL 60402

Re: Permit Application for a Temporary Building at 1428 Wesley, Berwyn, IL

Dear Ms. Freese,

Your request to install a temporary building (modular classroom) at the above address cannot be approved by this office.

The reason for this denial is based on our 2005 Zoning Ordinance. The property is located in a Public Zoned Area. While the classroom use is an approved use for this zoning area, all mention of temporary buildings throughout the ordinance is approved for construction purposes only.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel J. LeBeau", written over a horizontal line.

Daniel J. LeBeau  
Building Director

Michael A. O'Connor  
Mayor

Daniel J. LeBeau  
Building Director



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www.berwyn-il.gov

### BUILDING PERMIT APPLICATION

JOB SITE ADDRESS ST. MARY OF CELLE, 1428 WESLEY, BERWYN, IL 60402

PROPERTY OWNER ARCHDIOCESE OF CHICAGO PHONE 708.788.0876

ADDRESS (IF DIFFERENT FROM JOBSITE) \_\_\_\_\_

DESCRIPTION OF WORK INSTALL A PREFABRICATED MODULAR CLASSROOM IN THE NORTH EAST CORNER OF THE PARKING LOT. HOOK INTO ELECTRICAL AND PHONE SERVICE

VALUE OF WORK INCLUDING MATERIALS AND LABOR APPROX. \$50,000.-

- NOTES:
1. A PLAT OF SURVEY SHALL ACCOMPANY ALL PERMIT APPLICATIONS FOR ALL EXTERIOR WORK.
  2. CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH BERWYN.
  3. PERMIT MUST BE DISPLAYED UNTIL FINAL BUILDING APPROVAL IS ISSUED.
  4. A SIGNED CONTRACT IS REQUIRED FROM ALL CONTRACTORS.

GENERAL CONTRACTOR MIDDY CONSTRUCTION, LLC PHONE 708.606.1863

CONCRETE CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_

MASONRY CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_

PLUMBING CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_

ELECTRICAL CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_

HVAC CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_

ROOFING CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_

DUMPSTER COMPANY \_\_\_\_\_ PHONE \_\_\_\_\_

IF YOU NEED TO LIST MORE CONTRACTORS, PLEASE USE THE TRADESMEN LIST FORM  
I HEREBY CERTIFY THAT ALL THE INFORMATION PROVIDED HEREIN IS TRUE

SIGNED Ramona Truesc

DATE 11/20/09

ATF	\$ _____	FOOTING	\$ _____	ROUGH ELECTRICAL	\$ _____
BACKFILL	\$ _____	FOUNDATION	\$ _____	ROUGH FRAMING	\$ _____
DUMPSTER	\$ _____	HVAC	\$ _____	ROUGH PLUMBING	\$ _____
ELECTRICAL SERVICE	\$ _____	INSULATION	\$ _____	SERVICE CHARGE	\$ _____
FINAL BUILDING	\$ _____	PARKWAY USE	\$ _____	SEWER/WATER SERVICE	\$ _____
FINAL ELECTRICAL	\$ _____	PARKWAY REST. INSPECT	\$ _____	STACK TEST	\$ _____
FINAL FRAMING	\$ _____	PERMIT FEE	\$ _____	TAP FEE	\$ _____
FINAL PLUMBING	\$ _____	POST HOLE	\$ _____	UNDERGROUND PLUMBING	\$ _____
_____	\$ _____	PRE-POUR SLAB	\$ _____	WATER METER	\$ _____
_____	\$ _____				
				<b>TOTAL</b>	\$ _____

APPROVED DENIED  
BUILDING DIRECTOR

PERMIT NO

# *The Children's School*

*Progressive Education since 2004*

---

1428 S. Wesley  
Berwyn, Illinois 60402  
[www.csop.us](http://www.csop.us)

January 21, 2009

Mr. Daniel J. LeBeau  
Building Director  
City of Berwyn  
6700 26th Street  
Berwyn, IL 60402

Dear Mr. LeBeau,

Attached please find a building permit request from The Children's School, housed on the campus of St. Mary of Celle (SMC) at 1428 Wesley in Berwyn, to install a modular classroom on the site. As you know, The Children's School is growing and faces increasing demand to expand its educational offerings. Because of the many benefits offered by the SMC site (which include easy access, safe parking, use of a playing field, gymnasium, cafeteria, kitchen, and marvelous classroom spaces), it is our hope for curricular and safety reasons to keep all our students on a single campus.

I am working with the church to track down a plat of survey, but perhaps the attached aerial photograph will suffice as it accurately demonstrates the campus' configuration. Moreover, we will not have a signed contract as our moving ahead with the project is contingent on first receiving zoning relief. SMC has offered its support of this project, and we are agreed to finalize details of the classroom placement once zoning relief is secured.

We appreciate all the time and insights you have shared with Tom Hafner, one of our board members helping coordinate this exciting effort. With the permit application I am enclosing some information about the school, including our brochure which gives an overview of the school's approach to education and protocols.

Please feel free to contact me with any questions.

With thanks for your consideration,

Pamela Freese  
Director of Administration  
[pfreese@thechildrenschool.info](mailto:pfreese@thechildrenschool.info)  
708.484.8033

Enclosures





## ST. MARY OF CELLE

1428 S.Wesley Ave. • Berwyn, Illinois 60402-1287 • 708-788-0876 • FAX 708-788-0242

January 9, 2009

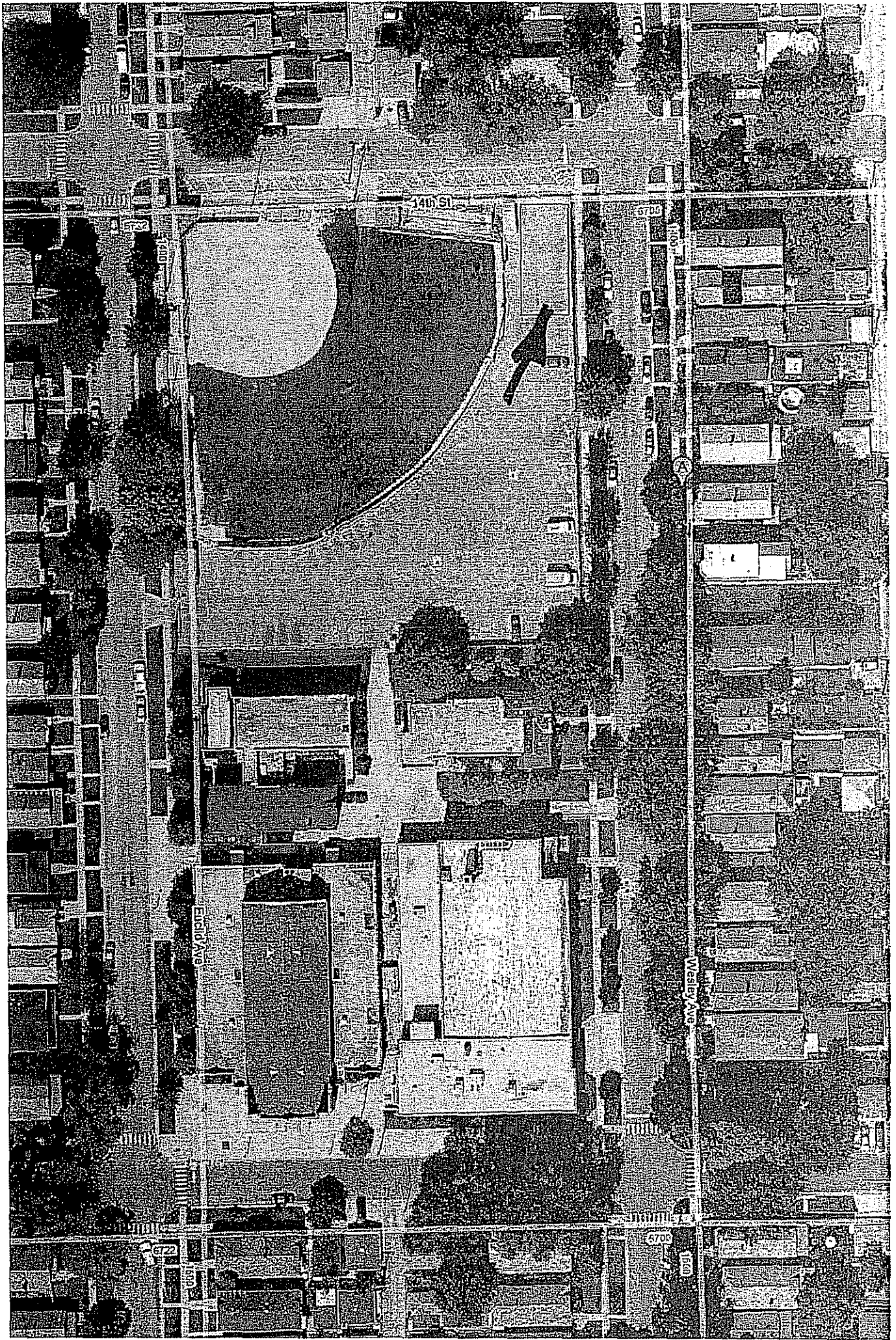
To the Members of the Berwyn City Council:

Please accept this letter in support of The Children's School's proposal for the placement of a classroom trailer in the northeast corner of the St. Mary of Celle parking lot. The Children's School is a lessee of the parish, and has been an excellent and responsible tenant since 2006. We look forward to our continued association with the school as they make plans to accommodate their expanding enrollment.

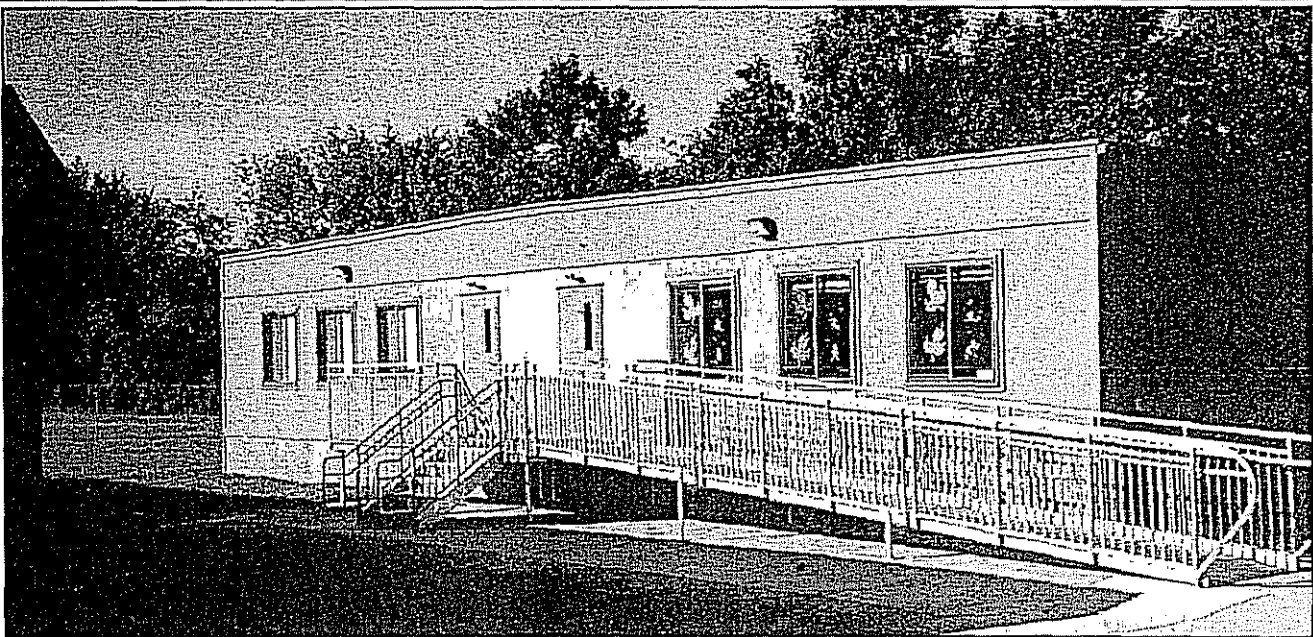
Sincerely,

A handwritten signature in cursive script that reads "Rev. W. J. Clavey".

Rev. W. James Clavey  
Pastor

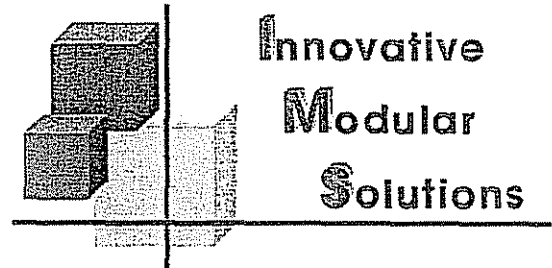
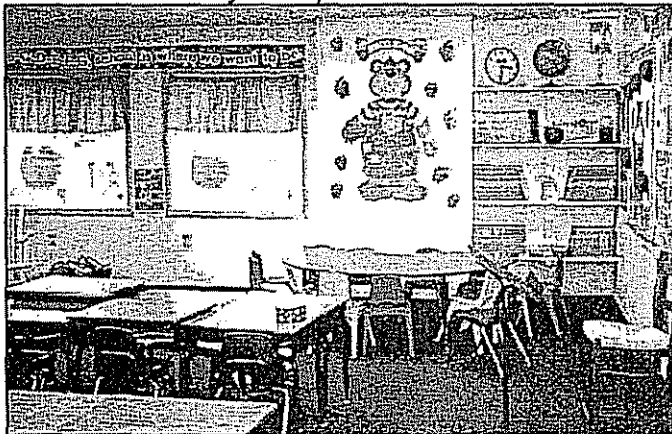


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*Our goal is to provide customer-focused, professional service that will exceed your expectations.*



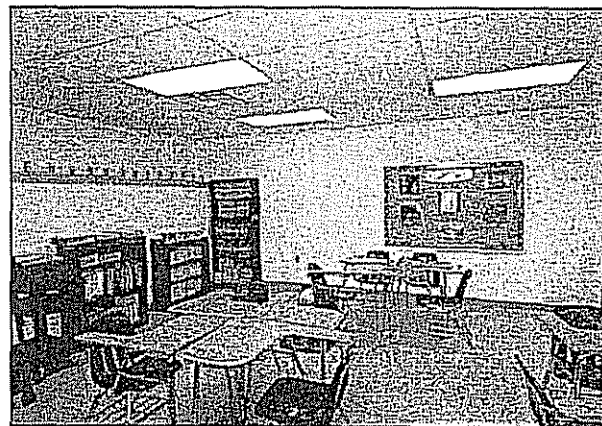
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*Innovative in product and design*

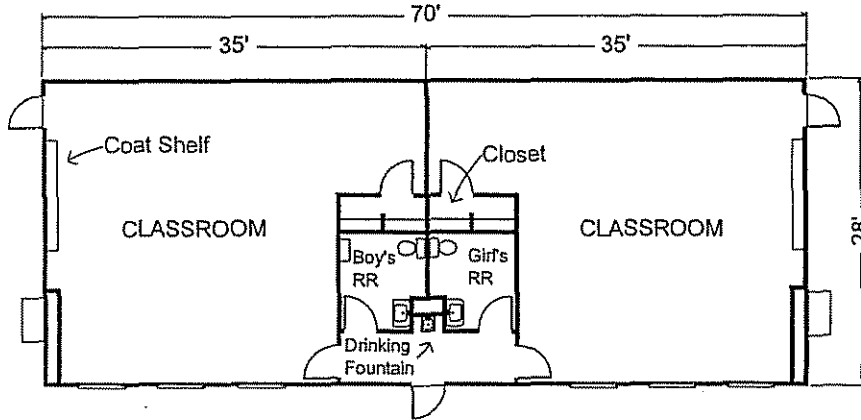
*Modular alternative to conventional construction*

*Solutions for permanent or temporary space*

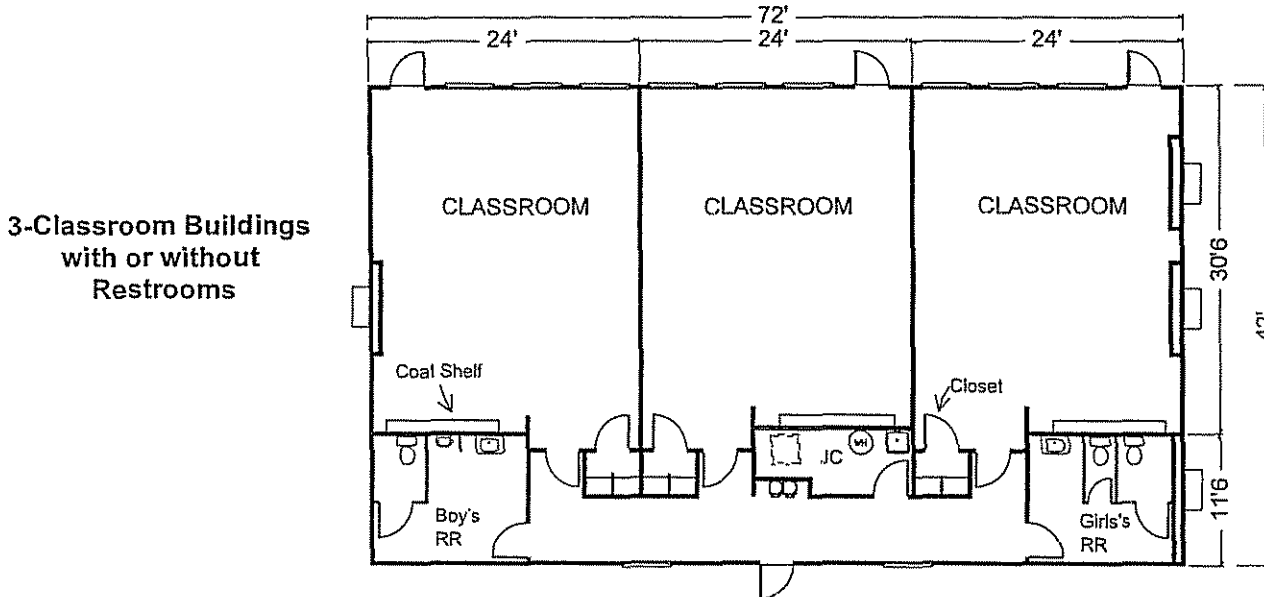
***Innovative Modular Solutions*** will assist you with the floor plan, design, specification, manufacture and installation of a modular building that will meet your exact space requirements. IMS products are high quality, cost-effective, flexible, and available for quick delivery and installation.



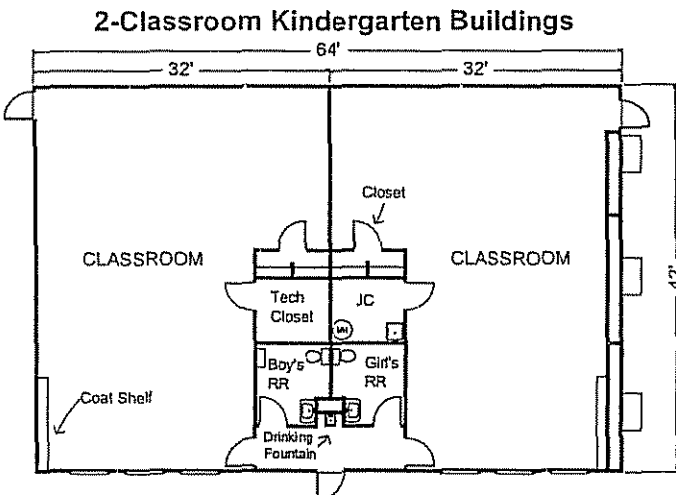
# Value Series Two and Three Classroom Buildings



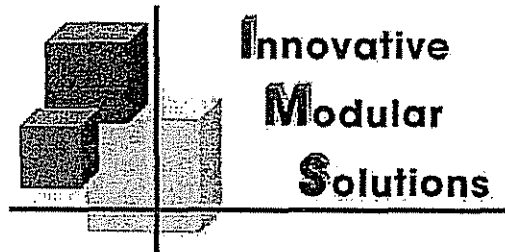
**2-Classroom Buildings  
with or without  
Restrooms**



**3-Classroom Buildings  
with or without  
Restrooms**



**2-Classroom Kindergarten Buildings**



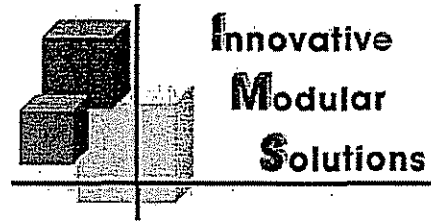
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New and used modular buildings from IMS and our partner manufacturers include:

## **Educational Facilities:**

Schools, Classroom Additions, Swing Space, Administrative Offices, Press-Boxes, Pre-School and Day Care Centers, Headstart Facilities, Libraries, Science Laboratories, Dormitories, Cafeterias, and Church Classrooms

## **Commercial Facilities:**

Administrative Offices, Residential and Commercial Sales Offices, Golf Pro Shops, Rental Car and Auto Sales Offices, Campground Service Buildings, and Banks

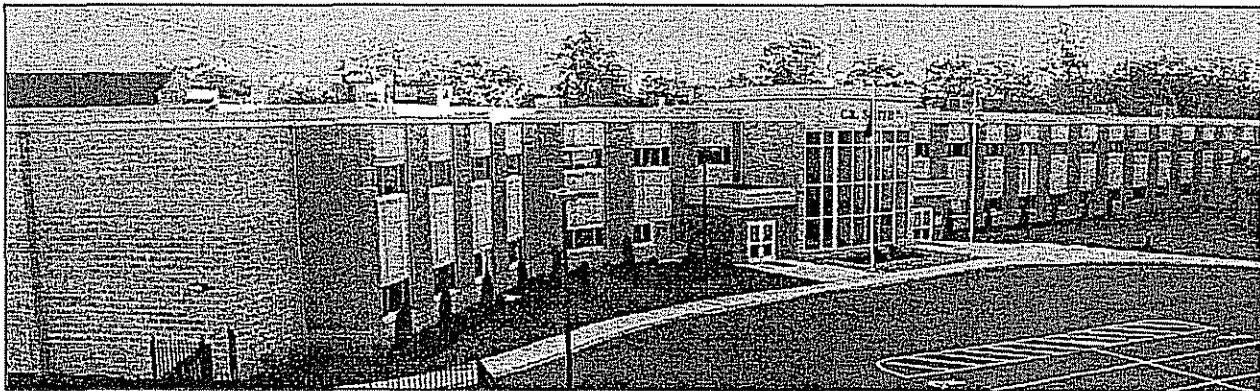
## **Medical Facilities:**

Medical Clinics, Physician Offices, Dental Clinics, Outpatient Clinics, CT Scan Suites, MRI Suites, Dialysis Clinics, Veterinary Clinics, Hospital Additions, Ambulatory Facilities, Emergency Room Additions, Operating Rooms, and Rehabilitation Centers

## **Industrial Facilities:**

Office Space, Computer Rooms, Control Rooms, Break Rooms, Locker Rooms, and Shower Facilities

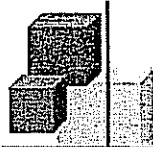
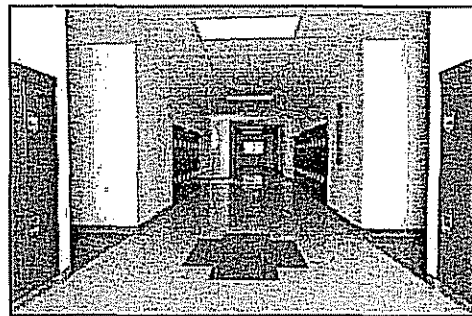
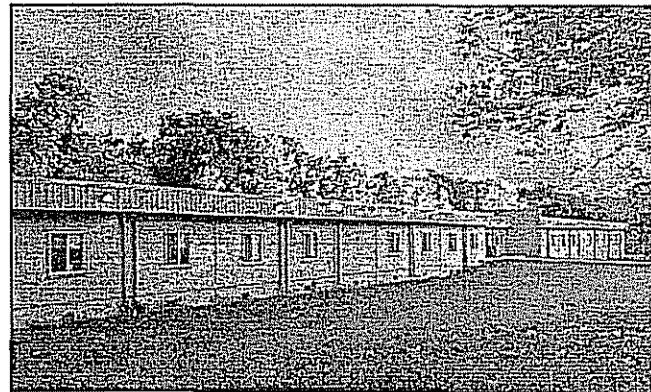
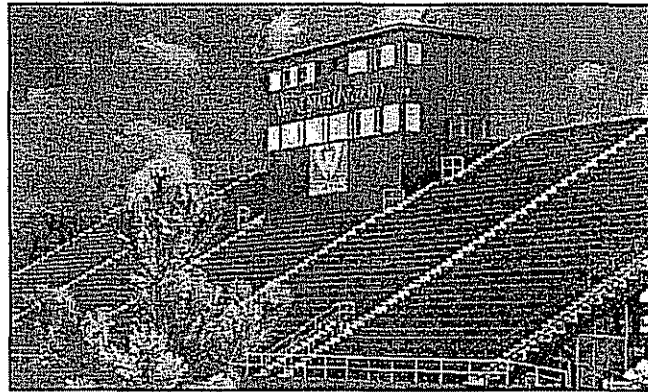
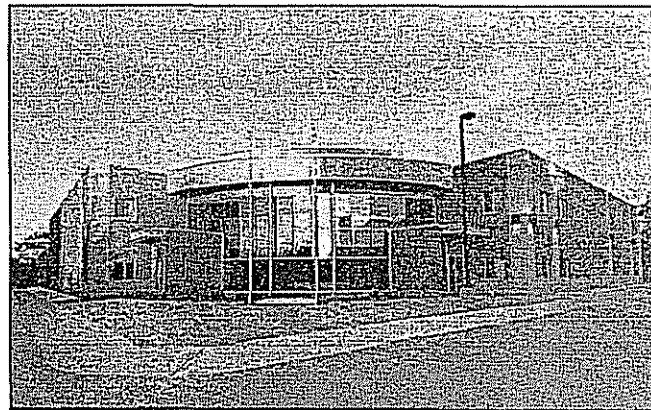
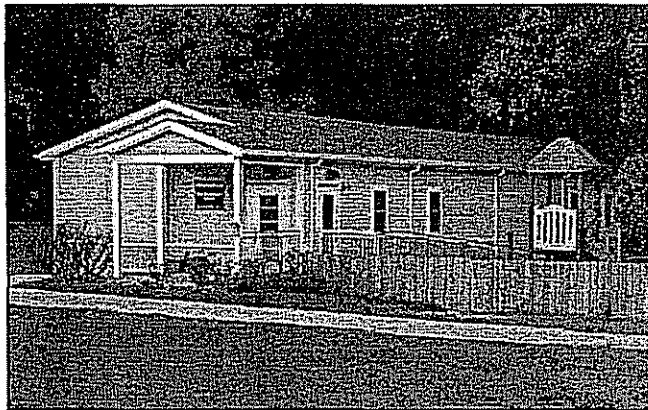
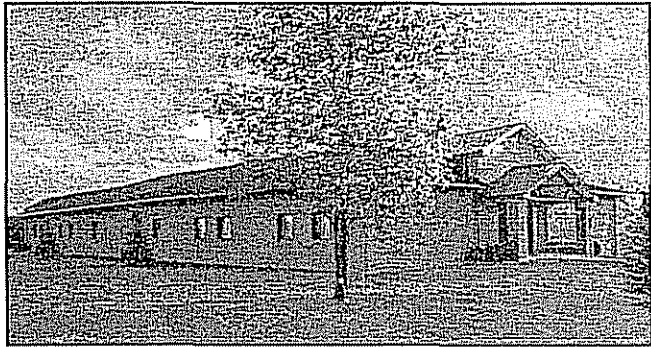
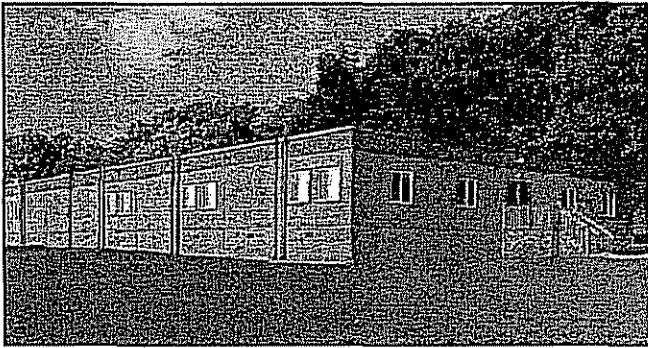
Whether your needs are for educational, commercial, medical, or industrial facilities, IMS has a modular building solution. IMS has provided temporary and permanent buildings ranging in size from 400 to 62,000 square feet in single and two-story configurations.



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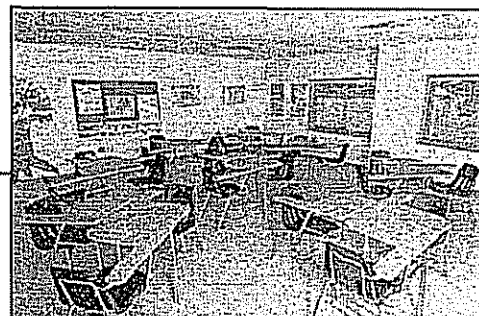
**We would appreciate the opportunity to earn your business.**

# IMS Building Solutions for the Future



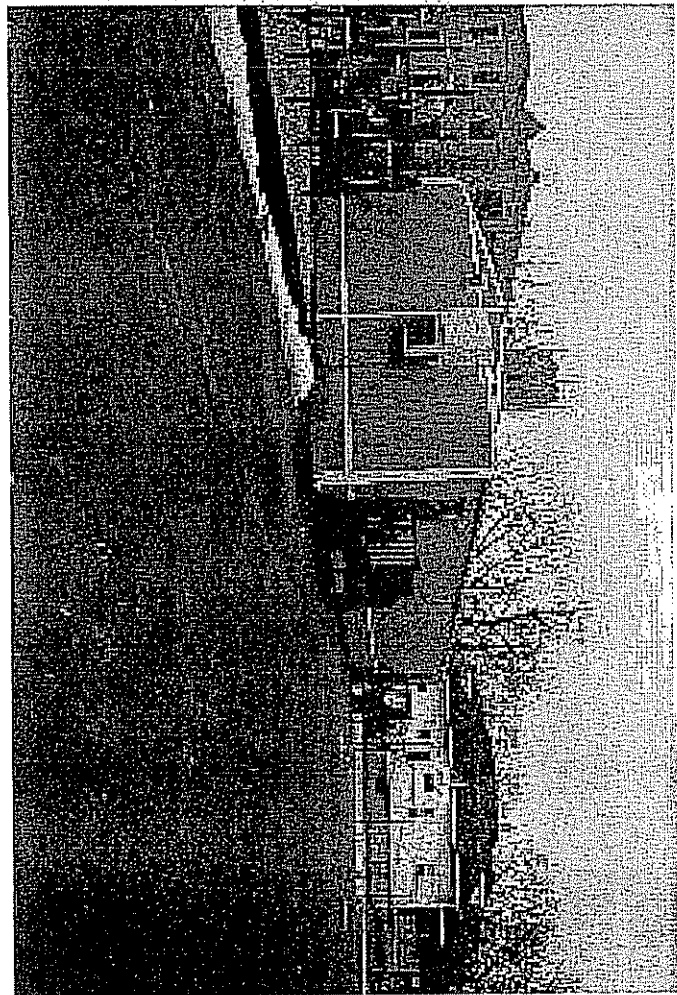
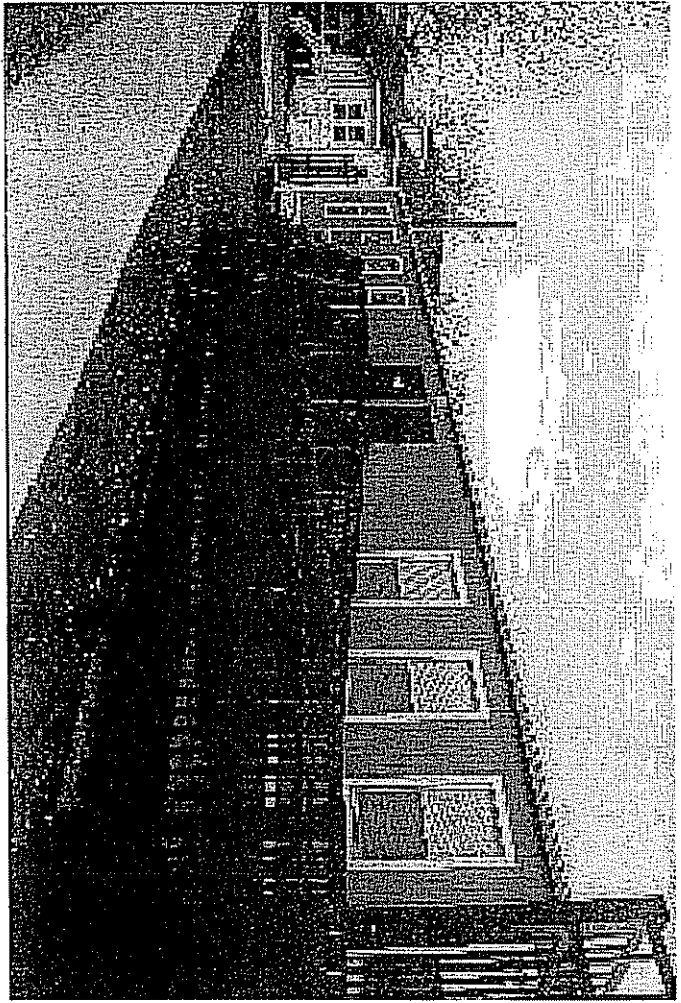
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## Permanent or Temporary Building Solutions





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 1555 Naperville/Wheaton Road, Suite 206  
 Naperville, Illinois 60563  
 Telephone: 630-305-0300  
 Fax: 630-305-3696  
 On-Line: www.innovativemodular.com

**IMS PARTIAL REFERENCE LIST FOR 2001 - 2008**

The reference list below is compiled of architects, construction managers, and clients that I have personally worked with during my tenure at Innovative Modular Solutions. A complete list of references for our company as a whole can be provided upon request.

Sean McCarthy  
 Illinois Sales Rep.  
 Innovative Modular Solutions

A/E or CM Firms	Location	Contact	Phone
Allied Design Consultants	Springfield, IL	Bill VanDussen	217-522-3355
Arcon & Associates	Lombard, IL	Steve Flint	630-495-1900
Bauer Latoza Studio	Chicago, IL	Bill Latoza	312-986-1000
Bovis Lend Lease	Chicago, IL	John Wilder	312-907-2774
Cushman Stahler Group	Lombard, IL	Greg Stahler	630-889-8800
De Tella, Planera & Paulkner	East Chicago, IL	Mike Ilko	708-754-4040
DLR Group	Chicago, IL	Dennis Bane & Jim Beckett	312-382-9980
FGM Architects	Oak Brook, IL	Alan Armbrust, Joe Pullara & Jack Krezel	630-574-8700
Gilfillan Callahan	Batavia, IL	Pat Callahan & Craig Meadows	630-761-0579
Gilfillan Callahan	Rolling Meadows, IL	Ken Schultz	847-952-0545
Healy Bender	Naperville, IL	Tory Hannan and Frank Schwartz	630-904-4300
Legat Architects	Waukegan, IL	James McDonough	847-662-3535
McClellan Blakemore Architects	Rockford, IL	Rick McClellan	815-227-0023
Richard L. Johnson & Associates	Rockford, IL	Dick Johnson	815-398-1231
STR Partners	Chicago, IL	Jan Tanaguchi	312-464-1444
Wight and Company	Darien, IL	Brad Paulsen, Mike Lopez & Jason Dwyer	630-969-7000
Wold Architects	Palatine, IL	Tedd Stromswold	847-241-6100

Customer	Location	Contact	Phone
Barrington CUSD 220	Barrington, IL	Steve Fields	847-381-1792
Belvidere CUSD 100	Belvidere, IL	Jim Metz and John Larkin	815-544-0301
Bensenville ESD 2	Bensenville, IL	Jim Stelter	630-766-5940
Bloomington Public Schools	Bloomington, IL	Colin Monahan and Jay Smithson	309-827-6031
Bradley-Bourbonnais CHSD 307	Bradley, IL	Keith Schweitzer	815-937-3715
Bremen HSD 228	Oak Forest, IL	Kevin O'Donnell	708-389-1175
Casey-Westfield CUSD C-4	Casey, IL	Bob Ehike and Clyde Frankie	217-932-2184
Frankfort CCSD 157-C	Frankfort, IL	Ernie Tonelli	815-469-5922
Glen Ellyn SD 41	Glen Ellyn, IL	Kris Monn and Ed Maylath	630-790-6400
Hazel Crest SD 152 5	Hazel Crest, IL	Jay Hudson	708-335-0790
Indian Prairie SD 204	Naperville, IL	Howard Crouse and Todd DePaul	630-851-6161
Johnsburg CUSD 12	Johnsburg, IL	Pat Bingman and Bob Sindler	815-385-9233
Kinnickinnick CCSD 131	Roscoe, IL	Bob Lauber	815-914-8673
Lake Forest CHSD 115	Lake Forest, IL	Allen Albus	847-584-7414
Lockport THSD 205	Lockport, IL	Bill Thompson	815-588-8110
Minooka CHSD 111	Minooka, IL	Jeff Stangland	815-467-2147
Naperville CUSD 203	Naperville, IL	Ralph Weaver	630-420-6326
Orland SD 135	Orland Park, IL	Rich Lesniak	708-364-3312
Oswego CUSD 309	Oswego, IL	Bill Baumann & Michael Barr	630-554-3447
Prairie Grove SD 46	Crystal Lake, IL	Mary Fasbender & Joel Murphy	815-444-4344
Prairie Hill CCSD 133	South Beloit, IL	Ted Rehl	815-389-4694
Round Lake ASD 116	Round Lake, IL	Walter Korpan	847-270-9000
South Holland SD 151	South Holland, IL	Doug Hamilton and Gary Hahn	708-339-1516
Southwest Cook Co-op	Oak Forest, IL	Nancy Rehnquist	708-687-0900
St. Bede School	Ingleside, IL	Paul Cygan	847-587-2251
St. Mary's School	Metamora, IL	Sharon Elbert	309-367-4487
St. John's Lutheran School	Country Club Hills, IL	Art Metzner	708-799-7491
Valley View SD 365U	Romeoville, IL	Gregg Worrell	815-886-2700
Village of Glenview	Glenview, IL	Rick Valent	847-376-0150
West Aurora SD 129	Aurora, IL	Tom Hammond and Pete Kerl	630-844-4400
West Chicago School District 33	West Chicago, IL	Ed Leman and Sue Caddy	630-293-6000





Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

I-2

February 5, 2009

Hon. Michael A. O'Connor, Mayor  
Alderman of the Berwyn City Council  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Komensky School Diagonal Parking Restriction

Ladies and Gentlemen:

It has come to my attention that the residents of the 2500 blocks of Cuyler Avenue, Highland Avenue and 25<sup>th</sup> Street between Cuyler and Highland are being unduly burdened by the parking restriction for the diagonal parking spaces along side of Komensky School. The current signage reads "Authorized School Parking Only 6am to 6pm". There are a total of seven signs which are attached to the fence surrounding the school's playground. The majority of these signs are in poor condition and full of tagging and or graffiti.

I contacted Komensky and the school day begins at 8:20 am. The majority of the teachers arrive to begin the school day at 7:00am.

It would be my recommendation to replace the signs and change the parking restriction to "Authorized School Parking 7:00am to 6:00pm".

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
4<sup>th</sup> Ward Alderman



Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

I-3

February 5, 2009

Hon. Michael A. O'Connor, Mayor  
Alderman of the Berwyn City Council  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: 28<sup>th</sup> Place Street Sign

Ladies and Gentlemen:

There is no street sign on the south west corner of 28<sup>th</sup> Place and Ridgeland Avenue designating 28<sup>th</sup> Place. This street is a one way street going west.

It would be my recommendation to have Public Works install a street sign on the south west corner of 28<sup>th</sup> Place.

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
4<sup>th</sup> Ward Alderman



Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

I-4

February 5, 2009

Hon. Michael A. O'Connor, Mayor  
Alderman of the Berwyn City Council  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Resident Parking 2500 and 2600 Blocks of Cuyler, Highland, and Harvey Avenues

Ladies and Gentlemen:

It has come to my attention that the residents of the 2500 and 2600 blocks of Cuyler, Highland and Harvey Avenues have on street parking issues. There are sections of the City of Berwyn that have posted "Resident Parking Only from 7:00pm to 3:00am". Many of the residents have asked for the same designation for the above mentioned area.

It would be my recommendation to refer this to our Traffic Engineer Nicole Campbell for consideration of implementation.

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
4<sup>th</sup> Ward Alderman



Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

I.S

February 5, 2009

Hon. Michael A. O'Connor, Mayor  
Alderman of the Berwyn City Council  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Komensky School Handicapped Parking Spaces

Ladies and Gentlemen:

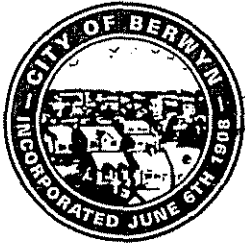
It has come to my attention that the handicapped parking spaces at Komensky school need to be reviewed. There is a designated handicapped space on the south west corner of Highland Avenue and 25<sup>th</sup> Street. This is the farthest most point from the school entrance and serves no purpose and should be removed. There is one handicapped space on Cuyler Avenue and this is where the special Education students unload.

It would be my recommendation to refer this matter to our Traffic Engineer Nicole Campbell to investigate and report her findings and possible solutions.

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
4<sup>th</sup> Ward Alderman



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

Honorable Mayor Michael O'Connor  
Members of City Council

February 5, 2009

RE: 6516 W. Cermak Road

Ladies and Gentlemen,

It was recently brought to my attention by Gerson Pinedo, the general manager of the newly opened restaurant, Las Islas, at the above mentioned address that there are some issues with the newly made sign he would like to install.

According to Mr. Pinedo, it seems that he had a design for a sign for his restaurant. He was given an approval for the signage by Dario Solano, the director of the main street program. After the sign was constructed, he attempted to procure a permit to install this sign but was denied by Dan LeBeau our building director for reasons still unclear to me as Dan has not made me aware of what the problem seems to be.

The manager of the restaurant is willing to comply with the sign ordinance as it is. However, since it would take time to manufacture the new sign as well as cost more money, Mr. Pinedo is asking to be allowed to use the sign he currently has for a period of time not to exceed six months. He would be willing to sign a document stipulating this.

Therefore it would be my motion to issue a temporary permit and to allow the business to use the sign they currently have for a period of time not to exceed six months and to waive any permit or inspection fees associated with the installation since this error is not their fault as they had reason to trust and acted in reliance upon direct representation made by the main street director. I would also like to state that time is of the essence as this gentleman's restaurant is strictly seafood and he is hoping for a busy Lenten season as Easter approaches.

Your consideration would be greatly appreciated.

Respectfully Submitted,

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



**Michael A.  
O'Connor**



**Robert J. Lovero**  
**Alderman – 7<sup>th</sup> Ward**

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

February 5, 2009

Mayor Michael O'Conner  
Members of City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402-0701

Re: Personnel Matter  
Police Department

Dear Members:

It has come to my attention that a stipend continues to be paid to a member of the police department for duties he has ceased performing over three months ago. I would like to discuss this matter in closed session of the Committee of the Whole. I would request that the matter be sent to the Finance Director and Police Chief for report. I will gladly advise those two individuals of the appropriate name upon contact from them.

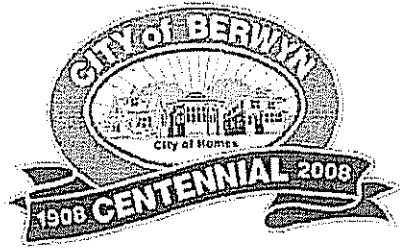
Upon receipt and discussion of the report, an appropriate motion will be made.

Respectfully,

Robert J. Lovero  
7<sup>th</sup> Ward Alderman

RJL:gal

**Michael A. O'Connor**  
Mayor



**Joel Erickson**  
Eighth Ward Alderman  
(708) 484-4999  
8thWard@Berwyn-IL.Gov

## A Century of Progress with Pride

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

February 5, 2009

Mayor O'Connor and the Berwyn City Council  
Regarding: Budget Deficit Reduction – Anticipated Continuing Economic Downturn

Ladies and Gentlemen:

In order to eliminate the budget deficit and prepare for the anticipated continuing economic downturn over the next few years, I recommend that we take the following action.

- 1: Suspend city and Cermak TIF funding of the Main Street program for a period of two years before considering the appropriateness of resuming the program in 2011. There are some very talented Berwyn residents who may be willing to pursue the program on a volunteer basis. Suspending the program would reduce the city's budget by \$52,950 and increase the Cermak TIF account by \$123,550.
- 2: Suspend the regional housing authority for a period of two years before considering the appropriateness of resuming the authority in 2011. Suspending this program will reduce the budget by \$225,000 annually.
- 3: Ask our State Senator and Representative to support a bill that would enable us to enact special legislation to shift at least 30% of all uncommitted TIF funds to the city's general fund for the next three years during this time of financial hardship. Currently the Cermak TIF has \$750,000 of uncommitted cash in its account, Roosevelt has \$250,000 of uncommitted cash in its account, the Depot District has \$500,000 of uncommitted cash in its account, and the Ogden TIF has \$250,000 of uncommitted cash in its account. This, of course, would require the BDC to tighten its belt along with all other government and quasi-governmental agencies and departments. With a total of \$1.75 million in uncommitted cash, a shift of 30% would shift over a half a million dollars into a special fund created by the city. The purpose of the fund would be to help fill the void created by reduced sales tax and transfer tax revenues. These figures do not include the potential for an additional \$1,000,000 of uncommitted cash in the Cermak TIF once the closing on Superblock occurs in July or August. In this eventuality, the city would receive an additional \$300,000 under this proposal.

Page two of two  
February 5, 2009

This would be a minor amendment to the existing TIF law. As such, this amendment would not be passed until the end of 2009 at the earliest and, when passed, would be made retroactive to January 1, 2009 thereby providing immediate additional fiscal relief for many cities at the time of passage. TIF funds in the amounts itemized must be set aside and remain unused within the TIF Districts.

I understand that an otherwise equitable distribution of a TIF transfer via the declaration of surplus would normally include all taxing bodies. However, I am merely suggesting that, in these difficult and unsteady times, we need to think outside the box and take unusual measures to protect the best interests of Berwyn residents

The money could serve as a cash reserve and be used to help cover short-falls over the next few years of economic hardship to meet the essential needs of Berwyn residents while avoiding the need to raise taxes. Once the economy starts improving, amounts remaining in the special fund could be used to pay down the city's debt service that burdens Berwyn residents.

Respectfully,  
Joel Erickson  
8<sup>th</sup> Ward Alderman



# Section J

## Staff Reports



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

February 4, 2009

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

Re: Case No. 06 L 10317 (Circuit Court of Cook County)

Dear Mr. Pavlik:

Please put an item on the February 10, 2009 agenda authorizing the settlement of the above referenced matter for the total sum of \$8,500.00 based upon prior City Council authority in executive session.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt



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

February 4, 2009

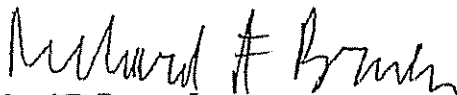
Thomas J. Pavlik  
City Clerk  
City of Berwyn  
6400 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

Re: Case No. 07 WC 22889 and 25515 (Illinois Workers Compensation Commission)

Dear Mr. Pavlik:

Please put an item on the February 10, 2009 agenda authorizing the settlement of the above referenced matter for the total sum of \$83,283.38 based upon prior City Council authority in executive session.

Very truly yours,

  
Richard F. Bruen, Jr.

RFB/jt



331B WEST 95TH STREET  
EVERGREEN PARK, IL 60805  
(708) 424-5678  
FAX (708) 425-1898  
www.odelsonsterk.com

February 4, 2009

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

Re: Case No. 08 L 64014 (Circuit Court of Cook County)

Dear Mr. Pavlik:

Please put an item on the February 10, 2009 agenda authorizing the settlement of the above referenced matter for the total sum of \$11,044.70 based upon prior City Council authority in executive session.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt



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

February 6, 2009

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

**Re: Case No. S-CA-08-261 (Illinois Labor Relations Board)**

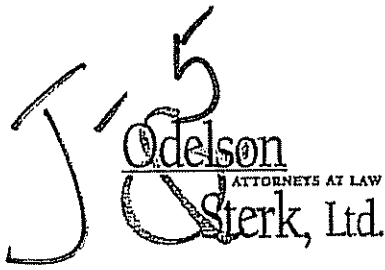
Dear Mr. Pavlik:

Please put an item on the February 10, 2009 agenda regarding the settlement of the above referenced matter pursuant to the Confidential Settlement Agreement and General Release of Claims considered by City Council in Executive Session.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt



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

February 6, 2009

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

**Re: Resolution to Convey Property and Assign Lease to Sedgwick Properties  
Development Corporation**

Dear Mr. Pavlik:

Please put the attached resolution to convey property and assign lease to Sedgwick Properties Development Corporation on the City Council Agenda for February 10, 2009.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

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

---

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION TO CONVEY  
PROPERTY AND ASSIGN LEASE TO SEDGWICK PROPERTIES  
DEVELOPMENT CORPORATION**

---

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

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

---

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO CONVEY PROPERTY AND ASSIGN LEASE TO SEDGWICK PROPERTIES DEVELOPMENT CORPORATION**

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

WHEREAS, on or about November 8, 2005, the City, pursuant to Ordinance No. 05-40, entered into a Redevelopment Agreement (“Agreement”) with Sedgwick Properties Development Corporation (“Developer”) to re-develop certain City-owned property on Stanley Ave. in Berwyn, Illinois; and,

WHEREAS, Section 2(a)(v) of the Agreement calls for the City to transfer the Properties commonly known as 6801-05 and 6809 W. Stanley Ave., Berwyn, IL (“Property”) to Developer upon completion of Phase I and I(a) of the Project as defined in the Agreement; and,

WHEREAS, Section 2(b)(iv) of the Agreement calls for the City to assign its New Bank Facility Lease with Harris N.A. (“Lease”) to Developer upon completion of Phase I and I(a) of the Project as defined in the Agreement; and,

WHEREAS, Phase I and I(a) of the Project have been completed or substantially completed as defined in the Agreement.

**BE IT RESOLVED** 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:** The Mayor and the City Attorney and any other necessary City officials are hereby authorized to take all necessary steps to convey the Property and assign the Lease to Developer and sign such necessary documents to effectuate said actions.

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

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

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

**ADOPTED** this 10<sup>th</sup> day of February 2009 pursuant to a roll call vote as follows:

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

<b>TOTAL</b>				
--------------	--	--	--	--

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

ATTEST:

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

Michael A. O'Connor

Mayor



Daniel J. LeBeau

Building Director

**A Century of Progress with Pride**

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

February 4, 2009

**Re: Demolition Request for 7135 Roosevelt Road**

Dear Mayor and Council members,

The McDonald's Corporation has applied for a permit for the demolition the existing restaurant at 7135 Roosevelt. They plan to build a new restaurant using their new corporate design. The permit application, a photo of the new corporate prototype store and an email from the BHPC stating it does not oppose the demolition is enclosed.

It would be my recommendation to concur with the applicant's request.

Sincerely,

Daniel J. LeBeau  
Building Director

Enclosures

THE CITY OF  
BERWYN ILLINOIS



Michael A. O'Connor  
Mayor

CITY OF BERWYN  
6700 W 26<sup>TH</sup> STREET  
BERWYN, IL 60402  
708.788.2660 x 224

**BUILDING PERMIT APPLICATION**

**JOB SITE ADDRESS** 7135 W. ROOSEVELT RD.

**PROPERTY OWNER** MCDONALD'S CORPORATION **PHONE** 630-750-3085

**ADDRESS** (IF DIFFERENT FROM JOBSITE) 4320 WINFIELD RD WARRENVILLE, IL 60555

**DESCRIPTION OF WORK** TO DEMOLISH THE EXISTING MCDONALD'S AND REBUILD THE ENTIRE SITE WITH A NEW MCDONALD'S RESTAURANT, SIGNAGE, LIGHTING, LANDSCAPING, FENCING AND INGRESS AND EGRESS LOCATION.

**VALUE OF WORK INCLUDING MATERIALS AND LABOR** \$950,000.00

- NOTES:**
1. A PLAT OF SURVEY SHALL ACCOMPANY ALL PERMIT APPLICATIONS FOR ALL EXTERIOR WORK.
  2. CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH BERWYN
  3. PERMIT MUST BE DISPLAYED UNTIL FINAL BUILDING APPROVAL IS ISSUED.
  4. A SIGNED CONTRACT IS REQUIRED FROM ALL CONTRACTORS.

**GENERAL CONTRACTOR** TBA **PHONE** \_\_\_\_\_

**CONCRETE CONTRACTOR** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**MASONRY CONTRACTOR** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**PLUMBING CONTRACTOR** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**ELECTRICAL CONTRACTOR** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**HVAC CONTRACTOR** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**ROOFING CONTRACTOR** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**DUMPSTER COMPANY** \_\_\_\_\_ **PHONE** \_\_\_\_\_

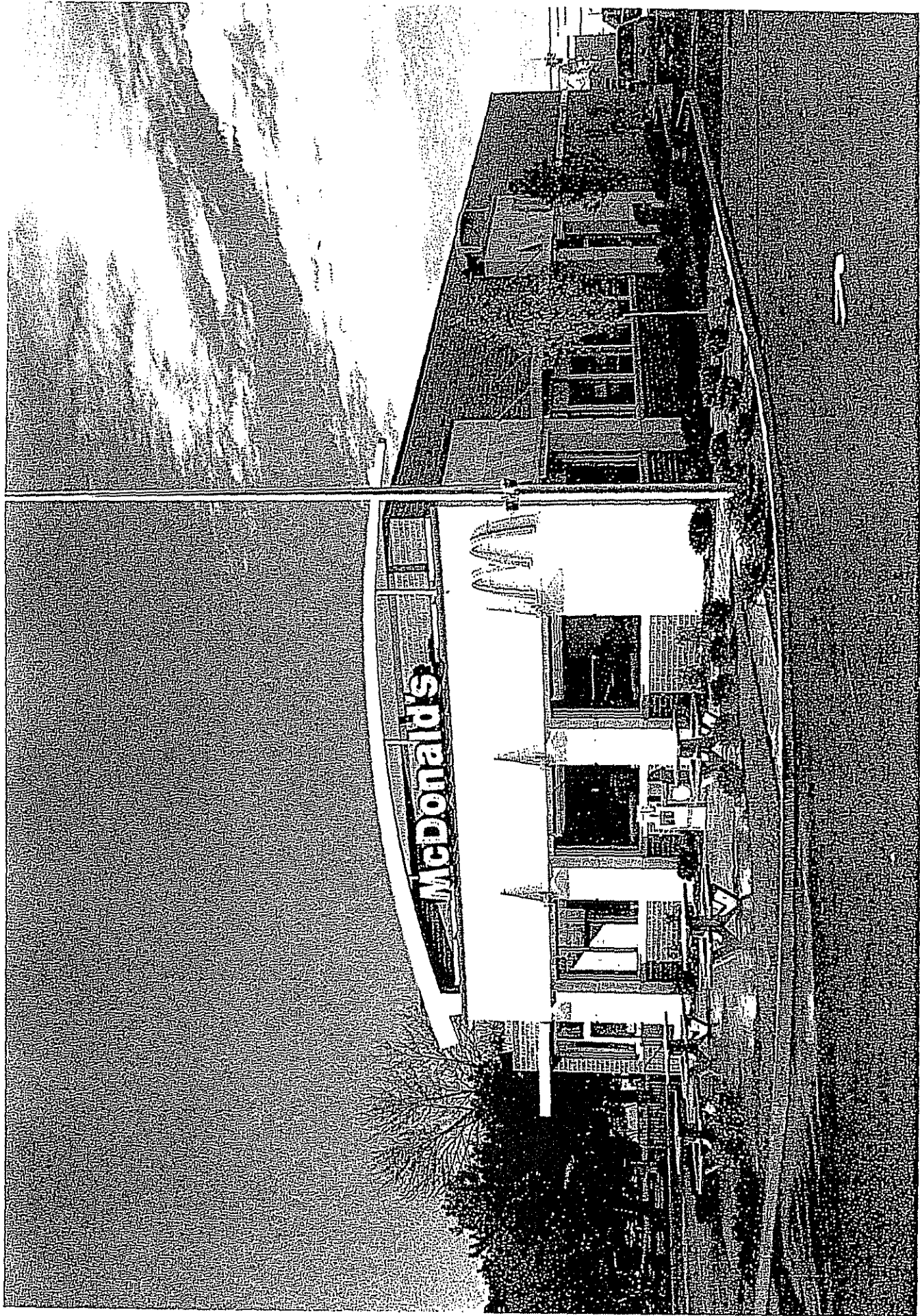
IF YOU NEED TO LIST MORE CONTRACTORS, PLEASE USE THE SUBCONTRACTOR FORM  
I HEREBY CERTIFY THAT ALL THE INFORMATION PROVIDED HEREIN IS TRUE

**SIGNED** [Signature] **DATE** 1/27/09

PERMIT NO. \_\_\_\_\_

ATF	\$ _____	FOOTING	\$ _____	ROUGH ELECTRICAL	\$ _____
BACKFILL	\$ _____	FOUNDATION	\$ _____	ROUGH FRAMING	\$ _____
DUMPSTER	\$ _____	HVAC	\$ _____	ROUGH PLUMBING	\$ _____
ELECTRICAL SERVICE	\$ _____	INSULATION	\$ _____	SERVICE CHARGE	\$ _____
FINAL BUILDING	\$ _____	PARKWAY REST. DEPOSIT	\$ _____	SEWER/WATER SERVICE	\$ _____
FINAL ELECTRICAL	\$ _____	PARKWAY REST. INSPECT	\$ _____	STACK TEST	\$ _____
FINAL FRAMING	\$ _____	PERMIT FEE	\$ _____	TAP FEE	\$ _____
FINAL PLUMBING	\$ _____	POST HOLE	\$ _____	UNDERGROUND PLUMBING	\$ _____
	\$ _____	PRE-POUR SLAB	\$ _____	WATER METER	\$ _____
	\$ _____		\$ _____		\$ _____
				<b>TOTAL</b>	\$ _____

**APPROVED** \_\_\_\_\_  
BUILDING DIRECTOR



**Daniel J. LeBeau**

---

**From:** Jamie S. Franklin [JSFranklin@mmmglaw.com]  
**Sent:** Wednesday, February 04, 2009 11:12 AM  
**To:** Daniel J. LeBeau  
**Subject:** RE: 7135 Roosevelt Road

Dan,

The BHPC does not oppose the demolition of the old McDonalds at 7135 Roosevelt Road. We will work with the BDC regarding the design of the new building to ensure that it meets the Form Based Code for Roosevelt Road.

Thanks,  
Jamie Franklin

---

**From:** Daniel J. LeBeau [mailto:DLeBeau@ci.berwyn.il.us]  
**Sent:** Wednesday, February 04, 2009 10:14 AM  
**To:** Jamie S. Franklin  
**Subject:** RE: 7135 Roosevelt Road

Thanks Jamie.

---

**From:** Jamie S. Franklin [mailto:JSFranklin@mmmglaw.com]  
**Sent:** Wednesday, February 04, 2009 10:13 AM  
**To:** Daniel J. LeBeau  
**Subject:** RE: 7135 Roosevelt Road

Thanks, Dan. I'll get you an answer on this one pretty quickly, I think!

Jamie Franklin

---

**From:** Daniel J. LeBeau [mailto:DLeBeau@ci.berwyn.il.us]  
**Sent:** Wednesday, February 04, 2009 10:11 AM  
**To:** BHPC@ci.berwyn.il.us  
**Subject:** 7135 Roosevelt Road

Good morning.

Pursuant to the requirements of the demolition delay ordinance, I am sending a copy of the permit application for the demolition of the McDonald's Restaurant at 7135 Roosevelt Road. They plan to replace the aging building with their new design. A copy of their new corporate prototype restaurant is attached.

Please reply as to the eligibility for historic designation of this building.

Sincerely,

Daniel J. LeBeau  
Building Director  
City of Berwyn  
Ph: 708 788.2660x3210  
Fax: 708 788 1427  
dlebeau@ci.berwyn.il.us

2/4/2009



We Serve and Protect

SM

# BERWYN POLICE DEPARTMENT



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

February 3, 2009

Mayor Michael O'Connor  
Members of the Berwyn City Council

RE: 2008 Crime Statistics

Dear Mayor and Aldermen;

I would like to respectfully submit the preliminary crime statistics for the City of Berwyn for calendar year 2008.

Our rate per thousand residents in 2007 was 39.06 (2039 crimes)  
2008 was 34.29 (1790 crimes)

This is a 4.7% reduction in index crimes in 2008. This is based on the 2005 population of 52,200 residents.

Respectfully submitted,

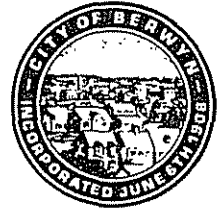
William R. Kushner  
Chief of Police



*We Serve and Protect*

S-8

# BERWYN POLICE DEPARTMENT



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

February 3, 2009

Mayor Michael O'Connor  
Members of the Berwyn City Council

United States Marshal's Service Award

Dear Mayor and Aldermen;

In late 2006, the Berwyn Police Department was invited to participate in the United States Marshal's Service Great Lakes Fugitive Task Force. The benefits of participating in such a federal task force are many, including access to investigative resources that would normally be beyond the reach of municipal agencies.

In addition to participating in Operation Falcon, where in over 100 local fugitives were taken into custody in a 6 day period, the principle offender in the January 2006 take over armed robbery of the Sound Design store on Harlem Avenue was located, interviewed, and extradited. This resulted in the arrest of 2 additional offenders in this case.

Because of the continuing contributions of the Berwyn Police Department to the Great Lakes Regional Fugitive Task Force, the Berwyn Police Department was recognized at an awards dinner aboard the Spirit of Chicago in December 2008.

Respectfully submitted for your information,

William R. Kushner  
Chief of Police





1-9  
THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

February 5, 2009

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Phase 2 Engineering for East Avenue Resurfacing

Enclosed for review and approval of the City Council is the Phase 2 Engineering Agreement for East Avenue Resurfacing project with Frank Novotny and Associates in the amount of \$52,000.00. MFT funds will be utilized necessitating the execution of the enclosed "Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds" and "Resolution for Improvement by Municipality under the Illinois Highway Code."

The project is currently scheduled for a Spring, 2009 bid letting. Construction should begin in late May.

**Recommended Actions**

Staff recommends the City of Berwyn approve the attached the enclosed "Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds" and "Resolution for Improvement by Municipality under the Illinois Highway Code" for the Phase 2 Engineering Agreement for East Avenue Resurfacing project with Frank Novotny and Associates in the amount of \$52,000.00.



# *Frank Novotny & Associates, Inc.*

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

*Civil Engineers/  
Municipal Consultants*

January 30, 2009

Mr. Patrick Ryan  
Director of Public Works  
City of Berwyn  
1 Public Works Drive  
Berwyn, Illinois 60402

Re: **East Avenue Resurfacing  
Cermak Road to Roosevelt Road  
LAPP Project  
FAU Route 2779  
MFT Section No. 08-00165-00-RS**

Dear Pat:

In accordance with our recent discussion, we have prepared the necessary documents to enable the City to pay for Phase 2 Engineering on the above-referenced project utilizing Motor Fuel Tax Funds. Therefore, the following documents are enclosed for further processing, as indicated:

1. Five (5) copies of the "Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds", which have been fully executed by our office. If you concur, please arrange for the Mayor and City Clerk to execute the Agreements in the spaces provided, retain one (1) copy for City files, and return four (4) copies to our office for further processing with IDOT.
2. Five (5) copies of a "Resolution for Improvement by Municipality under the Illinois Highway Code" in the amount of \$52,000.00. After passage by the City Council, 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.

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

Sincerely,

**FRANK NOVOTNY & ASSOCIATES, INC.**

John E. Fitzgerald, P.E.

JEF/ce  
Enclosures  
cc: File No. 06077

Municipality City of Berwyn	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Frank Novotny & Associates, Inc.
Township Berwyn				Address 825 Midway Drive
County Cook				City Willowbrook
Section 08-00165-00-RS				State Illinois 60527

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name East Avenue Route FAU2779 Length N/A KM( 1.071 Miles)(Structure No. N/A )

Termini Roosevelt Road to Cermak Road

**Description**

The proposed improvement includes the resurfacing of East Avenue, including curb and gutter removal and replacement; concrete driveway and sidewalk removal and replacement; removal of existing hot-mix asphalt surface and binder courses; hot-mix asphalt surface and binder installation; thermoplastic pavement markings; drainage structure replacements and adjustments; and all appurtenant construction.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to

use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a  A sum of money equal to 7.0 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
Next \$ 50,000	_____	%
Next \$ 100,000	_____	%
Next \$ 200,000	_____	%
Next \$ 200,000	_____	%
Next \$ 450,000	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate*
Principal Engineer	135.00-147.00
Resident Engineer	95.00-138.00
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
Sr. Technician	95.00-138.00
CAD Technician	90.00-114.00
Technical Assistant	40.00- 65.00
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/09. In event the services of the ENGINEER extend beyond 12/31/09, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 185 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 185 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

CITY OF BERWYN/BERWYN/COOK of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

Mayor & City Council

Thomas J. Pavlik Clerk

By \_\_\_\_\_

(Seal)

Title: Michael A. O'Connor, Mayor

Executed by the ENGINEER:

Frank Novotny & Associates, Inc.

825 Midway Drive

ATTEST:

Willowbrook, Illinois 60527

By Timothy P. Geary

[Signature]

Title: Timothy P. Geary, Secretary

Title: James L. Cainkar, President

Approved

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer

**ATTACHMENT TO  
PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR  
MOTOR FUEL TAX FUNDS**

**MFT SECTION NO. 08-00165-00-RS**

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- \* If the Engineer incurs and must pay his employees overtime at premium rates, the billable hourly rate charged above for each respective employee so affected shall be increased by twenty-five percent (25%).





BE IT RESOLVED, by the MAYOR & CITY COUNCIL of the Council or President and Board of Trustees CITY of BERWYN Illinois City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: EAST AVENUE, FAU 2779, CERMAK ROAD, ROOSEVELT ROAD

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of resurfacing of East Avenue, including curb and gutter removal and replacement; concrete driveway and sidewalk removal and replacement; removal of existing hot-mix asphalt surface and binder courses; hot-mix asphalt surface and binder installation; thermoplastic pavement markings; drainage structure replacements and adjustments; and all appurtenant construction

and shall be constructed 36' edge to edge wide and be designated as Section 08-00165-00-RS


2. That there is hereby appropriated the (additional Yes No) sum of Fifty-Two Thousand and 00/100 Dollars ( \$52,000.00 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved Date Department of Transportation Regional Engineer

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 & City Council Council or President and Board of Trustees at a meeting on February 10, 2009 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of February, 2009 (SEAL) City, Town, or Village Clerk

  
**Michael A. O'Connor**  
Mayor



**Jeanmarie Hajer**  
Director of Community Outreach  
[jhajer@ci.berwyn.il.us](mailto:jhajer@ci.berwyn.il.us)  
708-788-2660 x 290

**A Century of Progress with Pride**

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

February 5, 2009

Mayor Michael A. O'Connor  
Members of the City Council

SUBJECT: National Night Out Award – 1<sup>st</sup> in State, 21<sup>st</sup> in Nation

Dear Ladies and Gentlemen:

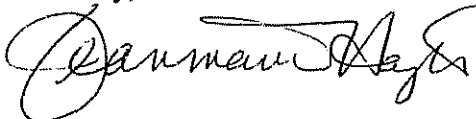
I am proud to announce The City of Berwyn has been awarded 1<sup>st</sup> Place in the State of Illinois and 21<sup>st</sup> Place in the Nation in the category population level 50,000 – 100,000 by National Association of Town Watch. There were over a 1,000 communities in our category that participated in National Night Out 2008.

This achievement could not be done without the partnership of the Police Department, Fire Department, Recreation Department, North Berwyn Park District, Berwyn Park District and countless volunteers. They along with many Federal, State, County and local organizations participating in Berwyn's event assured us a very successful National Night Out.

Target, the National Sponsor, has also notified us The City of Berwyn is one of the top four communities in the Nation that partnered with them in 2008 and will be sending us a check for \$500 in addition to the \$3,000 grant we received from them for the event. Anthony Schommer of Target worked with us from the planning stage and there were close to 100 Target volunteers working during the evening.

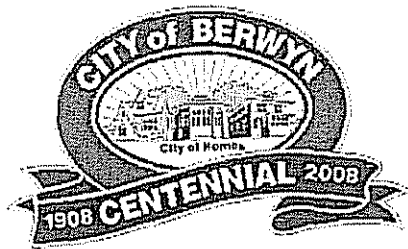
Thank you to all that participated in making Berwyn's National Night Out a success.

Sincerely,



Jeanmarie Hajer  
Director of Community Outreach

Michael A. O'Connor  
Mayor



John Wysocki  
Finance Director

A Century of Progress with Pride

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

To: City Council and Mayor Michael O'Connor

From: John Wysocki

Date: February 6, 2009

Re: Disposal of Two Inspector Vehicles

I have spoken with Sam Canino, Fleet Manager, regarding his request to dispose of two 1996 Ford Taurus's Vin # 1FALP52U5TG176923 and VIN # 1FALP52V8TG118949 from the Building and Collector's Department inventory. I concur with this disposal request given the age of the vehicles and expense of replacing their transmissions.

# Section K

## Consent Agenda

K-1

ALDERMAN MARK WEINER  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com

February 6, 2009

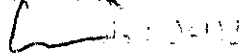
Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the February 10, 2009 Council meeting.

Payroll \$882,817.00

Very truly yours, WEINER



Mark Weiner, Budget Committee Chairman

Finance Department

Chairman

K-2

ALDERMAN MARK WEINER  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com

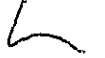
February 6, 2009

Re: Comp Time/Sickday Buybacks

Council Members:

The 2008 comp time and sickday buybacks have been prepared for review by the Finance Department and for approval at the February 10, 2009 Council meeting.

Comp Time/Sickday Buybacks: \$590,389.45

Very truly yours, WEINER  
  
Mark Weiner, Budget Committee Chairman

K-3

ALDERMAN MARK WEINER  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com

February 6, 2009

Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and for approval at the February 10, 2009 Council meeting.

Payables: \$1,298,303.11

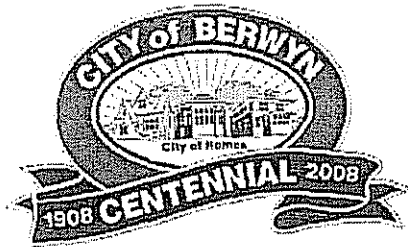
Very truly yours, WEINER

Mark Weiner, Budget Committee Chairman

Department used for approval

City of Berwyn Chairman

Michael A. O'Connor  
Mayor



John Wysocki  
Finance Director

**A Century of Progress with Pride**

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

To: City Council and Mayor Michael O'Connor

From: John Wysocki

Date: February 6, 2009

Re: Accounts Payable

As a result of the implementation of the New World financial management system as of January 1, 2009, checks are being prepared using two systems. Those payables relating to 2008 expenditures have been prepared in the old GEMS accounting system and those relating to 2009 expenditures have been prepared in the New World system. Therefore you are receiving two reports and will continue to receive two reports for approximately the next month until all 2008 invoices have been received and paid.



CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 01/29/09 - 01/30/09

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	340883	\$795.00 795.00	01/29/09 11-5-07-5500	01330		0 AIR ONE EQUIPMENT, INC. A	OUTSTANDING
01	340877	\$613.99 613.99	01/29/09 15-5-00-5300	00199		0 AMERICAN EXPRESS A	OUTSTANDING
01	340888	\$1837.00 1837.00	01/29/09 11-5-23-5300	20823		0 AWARDS INTERNATIONAL A	OUTSTANDING
01	340906	\$3600.00 3600.00	01/30/09 11-4-00-4415	30327		0 BERWYN PARK DISTRICT A	OUTSTANDING
01	340890	\$14.62 14.62	01/29/09 80-4-00-4305	20825		0 CHRISTOPHER HARKINS A	OUTSTANDING
01	340879	\$315.75 315.75	01/29/09 11-5-07-5300	00976		0 CINTAS # 769 A	OUTSTANDING
01	340891	\$18.14 18.14	01/29/09 80-4-00-4305	20826		0 DENNIS W. ENGLER A	OUTSTANDING
01	340907	\$175.00 175.00	01/30/09 11-5-25-6013	34827		0 DOLORES J. ENRIGHT A	OUTSTANDING
01	340874	\$3836.58 3836.58	01/29/09 32-5-00-5206	00018		0 EQUIPMENT MANAGEMENT COMPANY A	OUTSTANDING
01	340899	\$114.09 114.09	01/30/09 56-5-56-8100	00093		0 GATEHOUSE MEDIA SUBURBAN NEWSPAPERS A	OUTSTANDING
01	340884	\$17406.08 4426.88 6489.60 6489.60	01/29/09 32-5-00-5300 80-5-00-5405 11-5-05-5400	01435		0 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC & HOFF, LTD. CDBG WATER LEGAL	OUTSTANDING
01	340897	\$17526.02 17526.02	01/29/09 40-5-07-5700	20832		0 HENRICKSON A	OUTSTANDING
01	340885	\$10058.00 10058.00	01/29/09 11-5-25-6050	01599		0 ILLINOIS DIRECTOR OF EMPLOYMENT SECURITY A	OUTSTANDING
01	340896	\$19.62 19.62	01/29/09 80-4-00-4305	20831		0 JOANN HILK A	OUTSTANDING
01	340895	\$60.82 60.82	01/29/09 80-4-00-4305	20830		0 JOHN RACEK A	OUTSTANDING
01	340892	\$14.15	01/29/09	20827		0 JOSEPH ZIOMEK	OUTSTANDING

*Seems*

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 01/29/09 - 01/30/09

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		14.15	80-4-00-4305			A	
01	340875	\$35.00 35.00	01/29/09 15-5-00-5300	00085		0 MACNEAL OCCUPATIONAL HEALTH SERVICES A	OUTSTANDING
01	340901	\$6660.00 6660.00	01/30/09 11-5-07-5400	01048		0 MEDICAL REIMBURSEMENT SERVICES, INC. A	OUTSTANDING
01	340882	\$338.10 174.56 105.66 57.88	01/29/09 11-5-01-5210 11-5-01-5210 11-5-01-5300	01282		0 MICHAEL O'CONNOR A MAY 08 JUNE, JULY 08	OUTSTANDING
01	340893	\$17.12 17.12	01/29/09 80-4-00-4305	20828		0 MILDRED KRUMHOLZ A	OUTSTANDING
01	340900	\$11455.93 11455.93	01/30/09 56-5-56-8100	00457		0 NEAL & LEROY, L.L.C. A	OUTSTANDING
01	340880	\$24011.42 19680.17 247.50 495.00 3588.75	01/29/09 11-5-05-5400 57-5-57-8130 55-5-55-8120 56-5-56-8100	01094		0 ODELSON & STERK, LTD. LEGL RR TIF SO BERWY TIF CERMAK TIF	OUTSTANDING
01	340902	\$104308.00 104308.00	01/30/09 11-5-07-5400	01183		0 PARAMEDIC SERVICES OF ILL A	OUTSTANDING
01	340894	\$66.36 66.36	01/29/09 80-4-00-4305	20829		0 ROBERT BEDNAR A	OUTSTANDING
01	340878	\$167.26 167.26	01/29/09 11-5-07-5500	00280		0 ROSCOE COMPANY A	OUTSTANDING
01	340905	\$247.00 247.00	01/30/09 40-5-00-5700	20835		0 SAFEGUARD BUSINESS SYSTEMS A	OUTSTANDING
01	340887	\$3569.88 1704.91 1864.97	01/29/09 11-5-23-5335 11-5-23-5335	20822		0 SALKELD SPORTS A A	OUTSTANDING
01	340876	\$88.47 88.47	01/29/09 11-5-07-5300	00101		0 SCHULTZ SUPPLY CO. INC. A	OUTSTANDING
01	340903	\$16972.50 16972.50	01/30/09 11-5-05-5400	01637		0 SEYFARTH SHAW LLP A	OUTSTANDING
01	340881	\$159.24	01/29/09	01106		0 TARGET AUTO PARTS	OUTSTANDING

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 01/29/09 - 01/30/09

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		159.24	11-5-07-5300			A	
01	340898	\$500.00 500.00	01/29/09 11-4-00-4240	20833		0 TAYLOR MEDICAL CENTER A	OUTSTANDING
01	340886	\$138.01 138.01	01/29/09 11-5-08-5325	01706		0 TEXOR WORLD FUEL SERVICES A	OUTSTANDING
01	340904	\$4400.00 4400.00	01/30/09 11-5-25-5235	01808		0 TIMOTHY W.SHARPE A	OUTSTANDING
01	340908	\$28266.32 28266.32	01/30/09 40-5-00-5700	37369		0 WALKER PARKING CONSULTANTS A	OUTSTANDING
01	340889	\$19.62 19.62	01/29/09 80-4-00-4305	20824		0 WILLIAM PEREZ A	OUTSTANDING
TOTAL # OF ISSUED CHECKS:			35	TOTAL AMOUNT:		257825.09	
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF UNISSUED CHECKS:			0				

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
011	GENERAL FUND	180,251.98	0.00
015	COMMUNITY OUTREACH FUND	648.99	0.00
032	CDBG PROJECT FUND	8,263.46	0.00
040	CAPITAL PROJECTS FUND	46,039.34	0.00
055	SOUTH BERWYN CORRIDOR TIF FUND	495.00	0.00
056	CERMAK TIF DISTRICT	15,158.77	0.00
057	ROOSEVELT TIF FUND	247.50	0.00
080	WATER AND SEWER	6,720.05	0.00
TOTAL -		=====	=====
		257,825.09	0.00

Live "2009" Production  
**Payment Register**

From Payment Date: 01/29/2009 - To Payment Date: 02/11/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - Comingled Cash									
<u>Type: Check</u>									
95	01/29/2009	Open			Accounts Payable	ED MIJANGOS	480.00		
96	01/29/2009	Open			Accounts Payable	JOE BARTOSZ	1,320.00		
97	01/29/2009	Open			Accounts Payable	K's Construction	2,830.00		
98	01/29/2009	Open			Accounts Payable	MIDWEST PROPERTY MANAGEMENT	11,060.00		
99	01/29/2009	Open			Accounts Payable	OSCAR SANTAGO	195.00		
100	01/29/2009	Open			Accounts Payable	ROSCOE COMPANY	132.36		
101	02/04/2009	Open			Accounts Payable	A & W CUSTOM BUILDING	345.00		
102	02/04/2009	Open			Accounts Payable	AETNA-U.S.HEALTHCARE	23,654.16		
103	02/04/2009	Open			Accounts Payable	AFLAC WORLDWIDE HEADQUARTERS	1,168.78		
104	02/04/2009	Open			Accounts Payable	ALLIED ASPHALT	503.20		
105	02/04/2009	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERIVCE INC.	325.00		
106	02/04/2009	Open			Accounts Payable	AMERICAN MESSAGING	11.27		
107	02/04/2009	Open			Accounts Payable	American Thermal Window Products	1,964.00		
108	02/04/2009	Open			Accounts Payable	ANDERSON BROS FORD	50.00		
109	02/04/2009	Open			Accounts Payable	AT & T	13,565.69		
110	02/04/2009	Open			Accounts Payable	AVAYA INC.	40.15		
111	02/04/2009	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	240.00		
112	02/04/2009	Open			Accounts Payable	BIO-TRON,INC.	200.00		
113	02/04/2009	Open			Accounts Payable	BNI Building News	86.70		
114	02/04/2009	Open			Accounts Payable	CARDINAL CARTRIDGE,INC.	445.58		
115	02/04/2009	Open			Accounts Payable	CASE LOTS INC	545.75		
116	02/04/2009	Open			Accounts Payable	CASSIDY TIRE	237.99		
117	02/04/2009	Open			Accounts Payable	CDW GOVERNMENT,INC.	2,009.98		
118	02/04/2009	Open			Accounts Payable	CINTAS # 769	327.85		
119	02/04/2009	Open			Accounts Payable	DON MORRIS ARCHITECTS,P.C.	5,375.00		
120	02/04/2009	Open			Accounts Payable	EMERGENCY MEDICAL PRODUCTS,INC.	337.16		
121	02/04/2009	Open			Accounts Payable	EMPIRE COOLER SERVICE,INC.	92.00		
122	02/04/2009	Open			Accounts Payable	FLASH ELECTRIC CO.	1,830.00		
123	02/04/2009	Open			Accounts Payable	FRANK PADUCH	328.84		
124	02/04/2009	Open			Accounts Payable	FREEWAY FORD TRUCK SALES INC	609.16		
125	02/04/2009	Open			Accounts Payable	GABRIEL SALES	640.53		
126	02/04/2009	Open			Accounts Payable	HD SUPPLY WATERWORKS,LTD	129.79		
127	02/04/2009	Open			Accounts Payable	ILLINOIS FIRE CHIEFS ASSOCIATION	900.00		
128	02/04/2009	Open			Accounts Payable	INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO.	914.50		
129	02/04/2009	Open			Accounts Payable	J.LINHART & SONS EMBROIDERY	350.00		
130	02/04/2009	Open			Accounts Payable	JACK PHELAN CHEVROLET	5.02		
131	02/04/2009	Open			Accounts Payable	JOHN TARULLO	1,680.00		

Live "2009" Production  
**Payment Register**

From Payment Date: 01/29/2009 - To Payment Date: 02/11/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132	02/04/2009	Open			Accounts Payable	JOSEPH M.CRISCIONE	150.00		
133	02/04/2009	Open			Accounts Payable	JUST TIRES	232.49		
134	02/04/2009	Open			Accounts Payable	KEY GOVERNMENT FINANCE,INC.	3,521.52		
135	02/04/2009	Open			Accounts Payable	KING TRANSMISSION CO.	1,395.00		
136	02/04/2009	Open			Accounts Payable	KRONOS INCORPORATED	3,452.12		
137	02/04/2009	Open			Accounts Payable	L-K FIRE EXTINGUISHER SERVICE	443.55		
138	02/04/2009	Open			Accounts Payable	Laura Morrison	1,475.00		
139	02/04/2009	Open			Accounts Payable	LITTLE VILLAGE PRINTING	537.60		
140	02/04/2009	Open			Accounts Payable	M.K. SPORTS	1,612.00		
141	02/04/2009	Open			Accounts Payable	MARK WEINER	500.00		
142	02/04/2009	Open			Accounts Payable	MARLIN LEASING	753.34		
143	02/04/2009	Open			Accounts Payable	MENARDS	68.42		
144	02/04/2009	Open			Accounts Payable	Metropolitan Fire Chiefs Association	40.00		
145	02/04/2009	Open			Accounts Payable	MICHAEL O'CONNOR	177.77		
146	02/04/2009	Open			Accounts Payable	NCPERS GROUP LIFE INSURANCE	262.00		
147	02/04/2009	Open			Accounts Payable	NEXTEL COMMUNICATIONS	597.50		
148	02/04/2009	Open			Accounts Payable	NORTHERN ILLINOIS POLICE ALARM SYSTEM	4,505.00		
149	02/04/2009	Open			Accounts Payable	OFFICE EQUIPMENT SALES	1,461.10		
150	02/04/2009	Open			Accounts Payable	PACE VANPOOL	400.00		
151	02/04/2009	Open			Accounts Payable	PARAMEDIC SERVICES OF ILL	102,394.00		
152	02/04/2009	Open			Accounts Payable	PHELAN DODGE	61.08		
153	02/04/2009	Open			Accounts Payable	PINNER ELECTRIC CO	17,072.62		
154	02/04/2009	Open			Accounts Payable	PRUDENTIAL INS CO. OF AMERICA	1,751.66		
155	02/04/2009	Open			Accounts Payable	QUARRY MATERIALS,INC.	465.50		
156	02/04/2009	Open			Accounts Payable	R G SMITH EQUIPMENT CO.	1,542.62		
157	02/04/2009	Open			Accounts Payable	RIZZA FORD	120.34		
158	02/04/2009	Open			Accounts Payable	ROBERT DWAN	250.47		
159	02/04/2009	Open			Accounts Payable	ROSCOE COMPANY	106.25		
160	02/04/2009	Open			Accounts Payable	S JANTELEZIO INSURANCE CO	30.00		
161	02/04/2009	Open			Accounts Payable	SAM'S CLUB	161.40		
162	02/04/2009	Open			Accounts Payable	Snezana Simic & Ivan Simic	1,475.00		
163	02/04/2009	Open			Accounts Payable	SOUTHWEST UNITED FIRE DISTRICTS	2,175.00		
164	02/04/2009	Open			Accounts Payable	SPRINT	396.05		
165	02/04/2009	Open			Accounts Payable	STATE CHEMICAL MANUFACTURING CO	1,466.54		
166	02/04/2009	Open			Accounts Payable	Stratford Career Inst.	589.00		
167	02/04/2009	Open			Accounts Payable	T-MOBILE	327.96		
168	02/04/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	57.00		
169	02/04/2009	Open			Accounts Payable	TONY PERRI	24.43		
170	02/04/2009	Open			Accounts Payable	TRYAD AUTOMOTIVE	1,446.49		
171	02/04/2009	Open			Accounts Payable	U.S.CELLULAR	111.35		

Live "2009" Production  
**Payment Register**

From Payment Date: 01/29/2009 - To Payment Date: 02/11/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
172	02/04/2009	Open			Accounts Payable	UNITED RADIO COMM,INC	79.50		
173	02/04/2009	Open			Accounts Payable	US GAS	228.40		
174	02/04/2009	Open			Accounts Payable	WATER ONE	57.50		
175	02/04/2009	Open			Accounts Payable	WIDAMAN SIGNS	60.00		
176	02/11/2009	Open			Accounts Payable	A.W.E.S.O.M.E. PEST SERVICE	88.00		
177	02/11/2009	Open			Accounts Payable	ABC SCHOOL SUPPLY INC.	55.10		
178	02/11/2009	Open			Accounts Payable	ABLE PRINTING SERVICE	506.11		
179	02/11/2009	Open			Accounts Payable	AFFILIATED CUSTOMER SERVICE,INC.	3,650.00		
180	02/11/2009	Open			Accounts Payable	ALLIANCE ENTERTAINMENT,LLC	5,000.00		
181	02/11/2009	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERIVCE INC.	5,841.00		
182	02/11/2009	Open			Accounts Payable	AMAZON.COM	658.09		
183	02/11/2009	Open			Accounts Payable	ANDERSON BROS FORD	684.05		
184	02/11/2009	Open			Accounts Payable	AT & T	840.50		
185	02/11/2009	Open			Accounts Payable	BAKER & TAYLOR,INC.	2,424.09		
186	02/11/2009	Open			Accounts Payable	BERWYN ACE HARDWARE	4.98		
187	02/11/2009	Open			Accounts Payable	BERWYN DEVELOPMENT CORP	773.63		
188	02/11/2009	Open			Accounts Payable	BLACKSTONE AUDIOBOOKS	217.50		
189	02/11/2009	Open			Accounts Payable	BOURBONNAIS SUPPLY CO. INC.	509.50		
190	02/11/2009	Open			Accounts Payable	BRODART CO.	96.08		
191	02/11/2009	Open			Accounts Payable	CASE LOTS INC	293.10		
192	02/11/2009	Open			Accounts Payable	CASSIDY TIRE	280.77		
193	02/11/2009	Open			Accounts Payable	CHICAGO SUN TIMES,INC.	230.88		
194	02/11/2009	Open			Accounts Payable	Chicago Women in Government Relations	35.00		
195	02/11/2009	Open			Accounts Payable	CHROMATE CORPORATION	604.58		
196	02/11/2009	Open			Accounts Payable	CINTAS # 769	68.50		
197	02/11/2009	Open			Accounts Payable	COLUMN OFFICE EQUIPMENT	1,739.70		
198	02/11/2009	Open			Accounts Payable	COMMUNICATIONS REVOLVING FUND	31.50		
199	02/11/2009	Open			Accounts Payable	COMPLETE TEMPERATURE SYSTEMS,INC.	2,105.00		
200	02/11/2009	Open			Accounts Payable	CQ PRESS	767.00		
201	02/11/2009	Open			Accounts Payable	DELAGE LANDEN FINANCIAL SERVICES	7,617.79		
202	02/11/2009	Open			Accounts Payable	DELL MARKETING L.P.	8,208.64		
203	02/11/2009	Open			Accounts Payable	DOWNERS GROVE PUBLIC LIBRARY	10.00		
204	02/11/2009	Open			Accounts Payable	eCivis Grants Network	20,000.00		
205	02/11/2009	Open			Accounts Payable	FINDAWAY WORLD .L.L.C.	19.90		
206	02/11/2009	Open			Accounts Payable	FMP	273.04		
207	02/11/2009	Open			Accounts Payable	FREEWAY FORD TRUCK SALES INC	601.53		
208	02/11/2009	Open			Accounts Payable	FULLMER LOCKSMITH SERVICE INC	619.00		
209	02/11/2009	Open			Accounts Payable	GAYLORD BROS INC	198.42		
210	02/11/2009	Open			Accounts Payable	Histoires for Kids,Inc.	275.00		

Live "2009" Production  
**Payment Register**

From Payment Date: 01/29/2009 - To Payment Date: 02/11/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
211	02/11/2009	Open			Accounts Payable	HISTORY EDUCATION	211.99		
212	02/11/2009	Open			Accounts Payable	ILLINOIS PAPER & COPIER CO.	20.25		
213	02/11/2009	Open			Accounts Payable	J. STERLING MORTON HIGH SCHOOL	12,469.97		
214	02/11/2009	Open			Accounts Payable	Jerome Pohlen	473.05		
215	02/11/2009	Open			Accounts Payable	JUST TIRES	762.68		
216	02/11/2009	Open			Accounts Payable	LANDMARK AUDIOBOOKS	130.46		
217	02/11/2009	Open			Accounts Payable	LOCAL 705	1,912.00		
218	02/11/2009	Open			Accounts Payable	Luna Iovinelli	16.49		
219	02/11/2009	Open			Accounts Payable	MARSHALL CAVENDISH	134.77		
220	02/11/2009	Open			Accounts Payable	MIDWEST TAPE	427.78		
221	02/11/2009	Open			Accounts Payable	MILTON F PERSIN	210.60		
222	02/11/2009	Open			Accounts Payable	MRA	19,064.50		
223	02/11/2009	Open			Accounts Payable	NEW WORLD SYSTEMS	7,216.85		
224	02/11/2009	Open			Accounts Payable	NORTHEAST MULTI REGIONAL TRAINING	615.00		
225	02/11/2009	Open			Accounts Payable	OFFICE DEPOT	277.01		
226	02/11/2009	Open			Accounts Payable	OFFICE EQUIPMENT SALES	120.13		
227	02/11/2009	Open			Accounts Payable	OLE FASHION FOOD SERVICES	101.85		
228	02/11/2009	Open			Accounts Payable	PETAR DUMANOVIC,LLC	2,948.81		
229	02/11/2009	Open			Accounts Payable	PHELAN DODGE	80.80		
230	02/11/2009	Open			Accounts Payable	R G SMITH EQUIPMENT CO.	4,256.46		
231	02/11/2009	Open			Accounts Payable	RANDOM HOUSE,INC.	128.00		
232	02/11/2009	Open			Accounts Payable	RIZZA FORD	849.01		
233	02/11/2009	Open			Accounts Payable	ROBERT S.MOLARO & ASSOCIATES	2,000.00		
234	02/11/2009	Open			Accounts Payable	ROOSEVELT ROAD BUSINESS ASSOC.	65.00		
235	02/11/2009	Open			Accounts Payable	SAM'S CLUB	37.43		
236	02/11/2009	Open			Accounts Payable	SCOT DECAL COMPANY INC	2,892.50		
237	02/11/2009	Open			Accounts Payable	SECRETARY OF STATE	10.00		
238	02/11/2009	Open			Accounts Payable	SHANE'S OFFICE SUPPLY CO.	306.69		
239	02/11/2009	Open			Accounts Payable	T.A. CUMMINGS JR. CO.	339,687.00		
240	02/11/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	146.26		
241	02/11/2009	Open			Accounts Payable	THE FANCY STREET CLOCK & LIGHT CO.,LLC	8,500.00		
242	02/11/2009	Open			Accounts Payable	THE LIBRARY STORE	50.71		
243	02/11/2009	Open			Accounts Payable	USA MOBILITY WIRELESS,INC.	61.35		
244	02/11/2009	Open			Accounts Payable	WASTE MANMAGEMENT ILLINOIS- METRO	332,406.81		
245	02/11/2009	Open			Accounts Payable	WATER ONE	31.50		
246	02/11/2009	Open			Accounts Payable	WIDAMAN SIGNS	95.00		
247	02/11/2009	Open			Accounts Payable	ZEE MEDICAL,INC.	170.99		
Type Check Totals:					153 Transactions		\$1,033,182.71	\$0.00	\$0.00



Live "2009" Production  
**Payment Register**

From Payment Date: 01/29/2009 - To Payment Date: 02/11/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - Comingled Cash Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	153	\$1,033,182.71		
					Total	153	\$1,033,182.71	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	153	\$1,033,182.71		
					Total	153	\$1,033,182.71	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	153	\$1,033,182.71		
					Total	153	\$1,033,182.71	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	153	\$1,033,182.71		
					Total	153	\$1,033,182.71	\$0.00	

For 01-10-09  
 Journal

Live "2009" Production  
**Payment Register**

From Payment Date: 01/28/2008 - To Payment Date: 01/28/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
79	01/28/2009	Open			Accounts Payable	CARDINAL CARTRIDGE, INC.	700.41		
80	01/28/2009	Open			Accounts Payable	CDW GOVERNMENT, INC.	360.61		
81	01/28/2009	Open			Accounts Payable	F.I.R.E. PERSONNEL TESTING SERVICE	5,660.00		
82	01/28/2009	Open			Accounts Payable	JIM FRANK	188.98		
83	01/28/2009	Open			Accounts Payable	ROBERT J. LOVERO	341.78		
84	01/28/2009	Open			Accounts Payable	SPRINT	43.53		
Type Check Totals:					84 Transactions		<del>9,184.31</del> 7,295.31	\$0.00	\$0.00
01 - Reconciled Cash Totals:									



## THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

NONA N. CHAPMAN

First Ward Alderman

HM: (708) 484 Nona (6662)

E-Mail: 1stWard@Berwyn-IL.Gov

January 31, 2009  
Mayor Michael A. O'Connor  
Members of the Berwyn City Council  
Berwyn City Hall

Re: Handicap request #593  
3826 S. Clarence Ave

Ladies and Gentlemen,

I concur with the investigating officer's recommendation in the attached Handicap application to **approve** the request.

Respectfully,

Nona N. Chapman  
1st ward Alderman



We Serve and Protect

# BERWYN POLICE DEPARTMENT

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



**TO:            HONORABLE MAYOR MICHAEL A. O'CONNOR AND  
MEMBERS OF THE BERWYN CITY COUNCIL**

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

**DATE:**        January 12, 2009

**RE:            HANDICAPPED SIGN FOR: James C. Bulat    # 593**

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

          3826 S. Clarence Ave.          

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

**cc:    ALDERMAN           Chapman**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 01-09-09

Application #: 593

Name of Applicant: James C. Bulat

Address: 3826 S. Clarence Ave. Berwyn, IL 60402

Telephone: 708-

2009 JAN 12 P 12:34  
 CITY OF BERWYN  
 CLERK'S OFFICE

Nature of Disability: Lumbar Spinal Stenosis/Arthritis/Spinal Disabled

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-00402		

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

Comments:

# Berwyn Police Department

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

Incident#: 09-00402

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 09-00402
REPORT TYPE Incident Report	RELATED CAD # C09-001465	DOT #		HOW RECEIVED In Person
WHEN REPORTED 01/09/2009 11:30	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3826 S CLARENCE AV BERWYN, IL 60402			
TIME OF OCCURRENCE 01/09/2009 11:30	STATUS CODE		STATUS DATE	

### INVOLVED ENTITIES

NAME Bulat, James C		DOB ( )	AGE ( )	ADDRESS 3826 S Clarence AV Berwyn, IL 60402		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE (708) .
UCR			TYPE		RELATED EVENT #	

### INVOLVED VEHICLES

VEHICLE # 1	STATE	TYPE	INVOLVEMENT	VIN #
YEAR	MAKE	MODEL	COLOR	COMMENTS

### NARRATIVES

<p><b>PRIMARY NARRATIVE</b></p> <p>In Summary:</p> <p>Mr. James Bulat(b ) resides at 3826 S Clarence Ave Berwyn, IL 60402 and Mr. Bulat is requesting handicapped signs placed in front of his address due to his disability and limited parking due to his street having a dead end Mr. Bulat also related that the amount of vehicles being parked on this block have doubled over the past year due to it being a dead end street and many new residents moving in. Mr. Bulat has a one car garage which is too small and was originally built as a shed for storage. Mr Bulat also drives on a daily basis</p> <p>Mr. James C. Bulat meets both the State and City requirements for being handicapped.</p> <p>For the above listed reasons, this Officer feels that this application should be approved at this time.</p>			
REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #

Berwyn Police Department



# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: JAMES C. BULAT

Applicant Address: 3826 S. CLARENCE BERWYN IL 60402

Applicant Phone #: 708-

Applicant D/L #: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Vehicle Color: \_\_\_\_\_

License Plate #: \_\_\_\_\_ Handicapped Placard #: 1

### Does Applicant Use:

Wheelchair Walker Cane Oxygen

### Parking Availability:

Driveway NO Garage YES On Street YES Off Street NO

Notes: \_\_\_\_\_

- DEAD END STREET WITH VERY LIMITED PARKING

- SURROUNDING NEIGHBOR WITH NUMEROUS AMOUNT OF VEHICLES.

## APPLICANT INTERVIEW

Date: 1/9/09 Time: 1042AM Results: APPROVED

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Results: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Results: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Results: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Results: \_\_\_\_\_

#09-00402

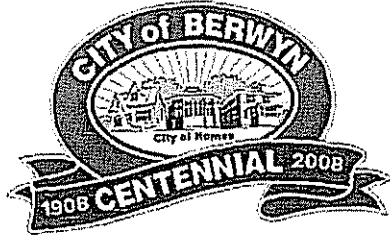
Completion Date: 1/9/09

Application Number:

**593**

Logged in Book: 1/9/09

Michael A. O'Connor  
Mayor



Joel Erickson  
Eighth Ward Alderman  
(708) 484-4999  
8thWard@Berwyn-IL.Gov

A Century of Progress with Pride

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

January 29, 2009

Mayor O'Connor and the Berwyn City Council  
Regarding: Donald Dicke, 1422 S. Grove – Handicap Sign Application

Ladies and Gentlemen:

I move that we concur with the Investigating Officer's recommendation to approve Mr. Dicke's application for handicap parking.

Respectfully yours,

Joel Erickson





We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

**TO:            HONORABLE MAYOR MICHAEL A. O'CONNOR AND  
MEMBERS OF THE BERWYN CITY COUNCIL**

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

**DATE:**        January 12, 2009

**RE:            HANDICAPPED SIGN FOR: Donale Dicke        # 591**

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

1422 S. Grove Ave.

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

**cc: ALDERMAN Joel Erickson**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 01-08-09

Application #: 591

Name of Applicant: Donald Dicke

Address: 1422 S. Grove Ave Berwyn, IL 60402

Telephone: 708- . . . . .

2009 JAN - 9 P 4: 42  
 CITY OF BERWYN  
 CLERK'S OFFICE

Nature of Disability: Lumbar Spine Sterosis

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-00357		

**Recommendation:**    APPROVE     DENY     Reporting Officer: M. Schwanderlik #252

Comments:

# Berwyn Police Department

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

Incident#: 09-00357

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-00357
REPORT TYPE Incident Report	RELATED CAD # C09-001309	DOT #	HOW RECEIVED
WHEN REPORTED 01/08/2009 12:45	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 1422 S GROVE AV BERWYN, IL 60402		
TIME OF OCCURRENCE 01/08/2009 12:45	STATUS CODE	STATUS DATE	

## INVOLVED ENTITIES

NAME Dicke, Donald		DOB	AGE	ADDRESS 1422 S Grove AV Berwyn, IL 60402			
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE (708)	
UCR			TYPE		RELATED EVENT #		

## NARRATIVES

### PRIMARY NARRATIVE

#### In Summary:

Mr. Donald Dicke (born \_\_\_\_\_) resides at 1422 S. Grove Ave Berwyn, IL 60402 and suffers from \_\_\_\_\_ which limits his mobility on a daily basis. Mr. Dicke is requesting handicapped signs to be placed in front of said address due to limited parking. Mr. Dicke owns and lives alone in a 3 flat unit and rents out the garage. Mr. Dicke and drives on a daily basis.

Mr. Dicke meets the state requirements for being handicapped and also meets the City requirements for being handicapped.

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

Berwyn Police Department

REPORTING OFFICER DIAZ, SERGIO R	STAR # 180	REVIEWER	STAR #
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# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: DONALD DICKE

Applicant Address: 1422 GROVE AVE

Applicant Phone #: 708 -

Applicant D/L #: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Vehicle Color: \_\_\_\_\_

License Plate #: \_\_\_\_\_ Handicapped Placard #: \_\_\_\_\_

### Does Applicant Use:

Wheelchair Walker Cane Oxygen

### Parking Availability:

Driveway NO Garage ZCAR On Street YES Off Street YES

### Notes:

3 FIAT - PARTIAL FIRE PLUG  
LIMITED PARKING / OVER head door ON GARAGE NOT ELECTRONIC DUE TO  
ATTIC IN GARAGE.

## APPLICANT INTERVIEW

Date: <u>1/8/09</u>	Time: <u>1145AM</u>	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 1/8/09

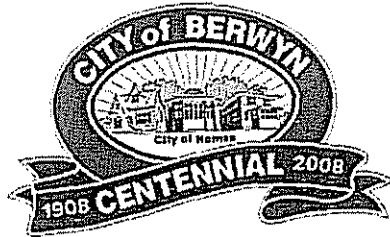
Application Number:

591

Logged in Book: \_\_\_\_\_

K-1-b

Michael A. O'Connor  
Mayor



Joel Erickson  
Eighth Ward Alderman  
(708) 484-4999  
8thWard@Berwyn-IL.Gov

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www.berwyn-il.gov

January 29, 2009

Mayor O'Connor and the Berwyn City Council  
Regarding: Philip S. Armburst, 1226 Oak Park Avenue – Handicap Sign Application

Ladies and Gentlemen:

I move that the denial by the Investigating Officer of Mr. Armburst's application for handicap parking be overruled and that the application be approved.

Respectfully yours,

Joel Erickson



We Serve and Protect

# BERWYN POLICE DEPARTMENT

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



**TO:            HONORABLE MAYOR MICHAEL A. O'CONNOR AND  
MEMBERS OF THE BERWYN CITY COUNCIL**

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

**DATE:**        January 8, 2009

**RE:            HANDICAPPED SIGN FOR:    Philip S. Armburst        #587**

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

1226 Oak Park Ave

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

**cc:    ALDERMAN Joel Erickson**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 01-07-2009

Application #: 587

Name of Applicant: Philip S. Armburst

Address: 1226 Oakpark Ave Berwyn, IL 60402

Telephone: 708-

2009 JAN - 8 A ID: 19  
 CITY OF BERWYN  
 CLERK'S OFFICE

Nature of Disability: Distal Tibial (Non function of lower left leg)

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-00301		

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

Comments:

# Berwyn Police Department

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

Incident#: 09-00301

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-00301
REPORT TYPE Incident Report	RELATED CAD # C09-001121	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 01/07/2009 13:00	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 1226 S OAK PARK AV BERWYN, IL 60402		
TIME OF OCCURRENCE 01/07/2009 13:00	STATUS CODE	STATUS DATE	

**INVOLVED ENTITIES**

NAME Armburst, Philip S.		DOB	AGE	ADDRESS 1226 S Oakpark AV Berwyn, IL 60402		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE (708)
UCR			TYPE		RELATED EVENT #	

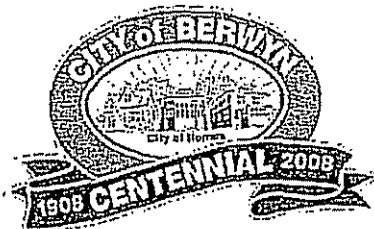
**NARRATIVES**

<p><b>PRIMARY NARRATIVE</b></p> <p>In summary:</p> <p>A/o met with Philip Armburst tx708 at 126 Oakpark Ave. in reference to a handicapped application. Mr. Armburst suffers from _____ which impacts his mobility to walk. Mr. Armburst is requesting handicapped signs in front of his residence for convenience.</p> <p>Mr. Armburst related to A/o that he has a garage on the property but is easier to gain access through the front of said address. A/o observed a fire hydrant partialy located in front of said address.</p> <p>Mr. Armburst meets the state requirements for being handicapped and meets some of the city requirements for handicapped signs.</p> <p>Due to Mr. Armburst condition being possibly temporary result of an accident, this officer feels that this application should be denied at this time.</p>			
REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #

Berwyn Police Department



Michael A. O'Connor  
Mayor



Debi Suchy  
City Collector

10/13/08  
*[Handwritten initials]*

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www.berwyn-il.gov

**CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN**

**PLEASE PRINT**

Philip S. Armbrust  
(Name of Handicapped Person)

1226 Oak Park Ave.  
(Address of Handicapped Person)

Philip S. Armbrust  
(Name of Applicant)

(708) \_\_\_\_\_  
(Phone Number of Handicapped Person)

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

*[Signature]*  
(Signature of Applicant)

09/22/08  
(Date)

\*\*\*\*\*

**PHYSICIANS STATEMENT**  
**PLEASE PRINT NATURE OF PATIENT'S HANDICAP**

\_\_\_\_\_ +

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

Michael Moran M.D.  
(Print - Name of Physician)

\_\_\_\_\_  
(Print - Address of Physician)

*[Signature]*  
(Signature of Physician)

(708) \_\_\_\_\_  
(Physicians Phone #) (Date)

\*\*\*\*\*  
Handicapped State Plate # \_\_\_\_\_ Vehicle Tag # \_\_\_\_\_ Year 08-09

Regular State Plate # \_\_\_\_\_ Handicap State Card # \_\_\_\_\_

\*\*\*\*\*  
**YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.**



Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

February 5, 2009

Hon. Michael A. O'Connor, Mayor  
Alderman of the Berwyn City Council  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Handicap Sign for Mark Magouirk #592

Ladies and Gentlemen:

I am at this time concurring with the investigating officer to approve the request.

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
4<sup>th</sup> Ward Alderman



We Serve and Protect

# BERWYN POLICE DEPARTMENT

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



**TO:            HONORABLE MAYOR MICHAEL A. O'CONNOR AND  
MEMBERS OF THE BERWYN CITY COUNCIL**

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

**DATE:**        January 12, 2009

**RE:            HANDICAPPED SIGN FOR:    Mark Magouirk    #592**

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

2820 S. Harvey Ave.

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

**cc:    ALDERMAN Skryd**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 01-08-09

Application #: 592

Name of Applicant: Mark Magouirk

Address: 2820 S. Harvey Ave. Berwyn, IL 60402

Telephone:

2009 JAN - 9 P 4: 42  
CITY OF BERWYN  
CLERK'S OFFICE

Nature of Disability: Amputated Left Leg Due to Accident

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-00356		

**Recommendation:**    APPROVE     DENY     Reporting Officer: M. Schwanderlik #252

Comments:

# Berwyn Police Department

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

Incident#: 09-00356

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 09-00356
REPORT TYPE Incident Report	RELATED CAD # C09-001308	DOT #		HOW RECEIVED
WHEN REPORTED 01/08/2009 12:44		LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2820 S HARVEY AV BERWYN, IL 60402		
TIME OF OCCURRENCE 01/08/2009 12:44		STATUS CODE		STATUS DATE

INVOLVED ENTITIES						
NAME Magouirk, Mark		DOB	AGE	ADDRESS 2820 S Harvey AV Berwyn, IL 60402		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR			TYPE		RELATED EVENT #	

INVOLVED VEHICLES						
VEH/PLATE #	STATE IL	TYPE		INVOLVEMENT	VIN #	
YEAR	MAKE	MODEL	COLOR	COMMENTS		

**NARRATIVES**

PRIMARY NARRATIVE

In summary:

Mr. Mark Magouirk (born [redacted]) resides at 2820 S. Harvey Ave Berwyn, IL 60402 and [redacted]. Mr. Mark Magouirk is requesting handicapped signs placed in front of his address due to his disability and limited parking. Mr. Magouirk has a garage which is being used as storage for two motorcycles that Mr. Magouirk owns as well. Mr. Magouirk [redacted] and drives on a daily basis.

Mark Magouirk meets the state and City requirements for being handicapped.

For the above listed reasons, this Officer feels that this application should be approved at this time.

REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #
--------------------------------------	---------------	----------	--------

Berwyn Police Department



# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: MARK MAGOVIK

Applicant Address: 2820 HARVEY

Applicant Phone #: (708)

Applicant D/L #: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Vehicle Color: \_\_\_\_\_

License Plate #: \_\_\_\_\_ Handicapped Placard #: \_\_\_\_\_

### Does Applicant Use:

Wheelchair

Walker

Cane

Oxygen

### Parking Availability:

Driveway NO Garage YES On Street YES Off Street NO

### Notes:

- GARAGE HAS 2 MOTORCYCLES IN STORAGE  
- LIMITED PARKING.  
- HOME RESIDENT OF HOME

### APPLICANT INTERVIEW

Date:	<u>1/8/09</u>	Time:	<u>1230HRS</u>	Results:	<u>APPROVED</u>
Date:	_____	Time:	_____	Results:	_____
Date:	_____	Time:	_____	Results:	_____
Date:	_____	Time:	_____	Results:	_____
Date:	_____	Time:	_____	Results:	_____

Completion Date: 1/8/09

Application Number:

**592**

Logged in Book: 1/8/09

**Michael A. O'Connor**

Mayor



**Daniel J. LeBeau**

Building Director

**A Century of Progress with Pride**

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

February 2, 2009

**Honorable Michael A. O'Connor  
Mayor of the City of Berwyn  
Members of City Council**

**Re: Building and Local Improvement Permits**

**Gentlemen:**

**Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of January 2009, along with a copy of Permit Statistics for this same period.**

**Respectfully,**



**Daniel LeBeau, Director  
Building Department**

**DL:cr**

**Encs.**

# Permits Issued By The Building Department

Monday, February 02, 2009

Between: 1/1/2009 And 1/31/2009

<u>Building</u>	Permits Issued: 14	Cost of Improvements: \$94,500.00
<u>Dumpster</u>	Permits Issued: 4	Cost of Improvements: \$0.00
<u>Electrical</u>	Permits Issued: 17	Cost of Improvements: \$19,237.00
<u>Fence</u>	Permits Issued: 2	Cost of Improvements: \$1,000.00
<u>Garage</u>	Permits Issued: 1	Cost of Improvements: \$5,000.00
<u>HVAC</u>	Permits Issued: 12	Cost of Improvements: \$31,918.00
<u>Local Improvement</u>	Permits Issued: 64	Cost of Improvements: \$282,004.00
<u>Plumbing</u>	Permits Issued: 18	Cost of Improvements: \$60,038.00
<u>Roofing</u>	Permits Issued: 4	Cost of Improvements: \$18,830.00
<u>Sign</u>	Permits Issued: 4	Cost of Improvements: \$6,385.00
<b>Total Permits: <u>140</u></b>		<b>Total Improvements: <u>\$518,912.00</u></b>

## Fees Collected

Building Permit	\$1,335.00
Local Improvement Permit	\$4,905.00
Electrical Fees	\$603.00
Electrical Inspection	\$2,430.00
Signs	\$575.00
Framing Inspection	\$540.00



# Permits Issued By The Building Department

Monday, February 02, 2009

Between: 1/1/2009 And 1/31/2009

Inspection	\$1,420.00
Fence Fees	\$100.00
Plumbing Fees	\$720.00
Plumbing Inspection	\$1,720.00
Plumbing Inspection (Underground)	\$210.00
Post Hole Inspection	\$515.00
HVAC Permit	\$1,150.00
HVAC Inspection	\$1,100.00
Service Charge	\$975.00
Insulation/Fire Stopping Inspection	\$230.00
Demolition Fees	\$30.00
Dumpster	\$250.00
Parkway Use	\$25.00
Parkway Inspection	\$30.00
Pre-Pour Inspection	\$30.00
Slab Inspection	\$125.00
Fine - Working Without Permit	\$4,450.00
Roof Covering Fees	\$250.00
Garage Permit	\$75.00
<b>Total Fees Collected . . . . .</b>	<b>\$23,793.00</b>

# Report Of Building Permits Issued By The City Of Berwyn

Monday, February 02, 2009

Between: 1/1/2009 And 1/31/2009

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Eskla &amp; Marciano Quintero</i>	1512 S. Wisconsin Avenue	INSTALL A NEW A/C SYSTEM. FINISH THE BASEMENT AND FURNACE ROOM, FRAMING PER. WALLS, DRYWALL AND INSULATE. INSTALL NEW BATHROOM IN THE BASEMENT WITH SHOWER AND HOT TUB. INSTALL CERAMIC TILES AND TRIM WORK, INSTALL SINK AND TOILET. REPLACE BOILER W/ FURNA	1/7/2009	Bldg-B 7234-0	\$19,500.00	\$575.00
<i>Ronald Esquivel</i>	2348 S. Highland Avenue	ATF: KITCHEN COUNTER TOP & MOLDING - GENERAL DRYWALL REPAIR - INST. NEW A/C SYSTEM & FURNACE - REPAIR BROKEN WINDOWS - INSTALL DUCTWORK TO ATTIC - INSUL & DRYWALL ATTIC - INST 2 TON GMC A/C PACKAGE IN ATTIC	1/8/2009	Bldg-B 7235-0	\$20,000.00	\$1,200.00
<i>M. &amp; Bain S. Lostumbo</i>	6827 W. 31st Street	BUILD A 22' X 24' X 14' DETACHED GARAGE. SLAB ALREADY EXISTS.	1/8/2009	Gar-B 7236-0	\$5,000.00	\$225.00
<i>Julio &amp; Jose Garcia</i>	1631 S. Euclid Avenue	CONVERSION OF RESIDENTIAL STEAM HEAT SYSTEM TO FORCED AIR HVAC SYSTEM, 1ST UNIT BASEMENT INSTALLATION FOR USE IN THE 1ST FLOOR. 2ND UNIT ATTIC INSTALLATION FOR USE IN THE 2ND FLOOR. & 2 NEW A/C SYSTEMS. PHASED WORK PLUMBING WILL REMOVE RADS IN 2 PHASES.	1/13/2009	Bldg-B 7237-0	\$15,000.00	\$570.00
<i>Saul Zarco</i>	2448 S. Wesley Avenue	ATF: FRAME & INSULATE PERIMETER WALLS IN ATTIC - BUILD NEW BATHROOM - NEED BOOSTER PUMP - BASEBOARD HEAT - WILL BE CANCELLING 2ND FLR BATHROOM & WILL CAP OFF ALL DRAINS & FRESH WATER AT SOURCE & DISCONNECT SAME ON 2ND FLR. INSPECTIONS REQUIRED B/4 CLOSIN	1/16/2009	Bldg-B 7238-0	\$4,000.00	\$810.00
<i>Adrianna Pinedo &amp; Uriel Pinedo</i>	1830 S. Wenonah Avenue	REFINISH BSMT: INST. BATHROOM & BATHROOM, INSUL & DRYWALL PERIMETER WALLS, ENC. LAUNDRY & MECHANICAL AREAS. INST PRESSURE PUMP. REPLACE BEDROOM WINDOW TO CODE. INST. BASEBOARD THIN TUBE RADIATORS	1/16/2009	Bldg-B 7239-0	\$12,000.00	\$400.00
<i>Juanita Solis</i>	2740 S. Clarence Avenue	GUT REHAB ON THE ENTIRE HOUSE, ELECTRICAL UPGRADE 200 AMP. REMODEL BATHROOM AND KITCHEN, NEW PLUMBING THROUGHOUT THE HOUSE, INSTALL PATIO DOOR AND REAR DECK. BUILD BSMT RECREATION ROOM W/ FULL BATHROOM, WET BAR, LAUNDRY AND FURNACE ROOM, BUILD MASTER BEDRO	1/20/2009	Bldg-B 7240-0	\$15,000.00	\$620.00
<i>Donald W. Frey</i>	1305 S. Clinton Avenue	ATF- FORCED AIR TO CENTRAL AIR. ALSO FINAL ELECTRICAL INSPECTION ON PERMIT L-29494-0 FOR OUTLETS, SWITCHES AND FUSES TO BREAKERS AND B-6540-0 FOR FINAL ELECTRICAL ON THE GARAGE.	1/21/2009	Bldg-B 7241-0	\$1,000.00	\$430.00

# Report Of Building Permits Issued By The City Of Berwyn

Monday, February 02, 2009

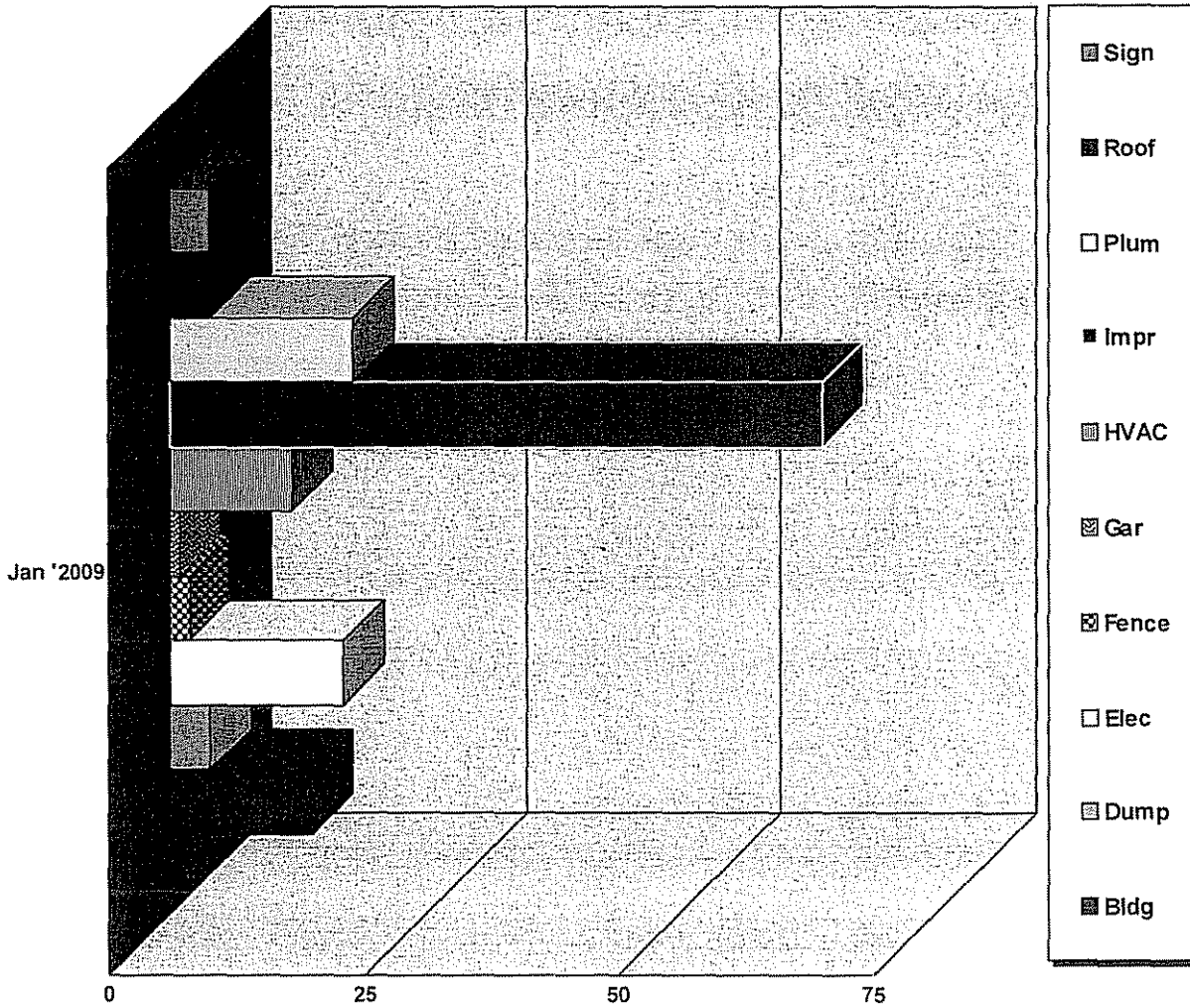
Between: 1/1/2009 And 1/31/2009

Name and Address			Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Kenneth Sourwine, Jr.	3810 S. East Avenue	HVAC-BOILER TO FORCED AIR & NEW A/C & DUCTWORK - NEED ELEC. DEDICATED LINES FOR HVAC - KITCHEN R/R CABINETS, SINK & COUNTERTOPS ON 1ST & BSMT. R/R DRYWALL IN 2 KITCHENS & BATHROOMS - R/R SINK TOILET & TUB - R/R ANY WATER DAMAGED DRYWALL IN BSMT.	1/28/2009	Bldg-B 7242-0	\$8,000.00	\$475.00
N. A. Salas	2503 S. Grove Avenue	ELECTRICAL RE-INSPECTION	1/21/2009	Bldg-R 4965-3	\$0.00	\$50.00
Emmanuel Bible Church	6666 W. Ogden Avenue	RE ISSUE OF PERMIT FOR ADDITIONAL PLAN REVIEW FEES OF THIS ORIG PERMIT	1/27/2009	Bldg-R 7181-2	\$0.00	\$65.00
Huong & Lanh Nguyen	1628 S. Clinton Avenue	RE-ISSUE OF PERMIT FOR REVISION TO ORIGINAL PLANS.	1/8/2009	Bldg-R 7192-1	\$0.00	\$395.00
Anne Danielson & Chris Banton	3424 S. Oak Park Avenue	REISSUE FOR THE PURPOSE OF PLAN REVIEW FEE.	1/13/2009	Bldg-R 7227-1	\$0.00	\$65.00
Alex & Elma Lima	3633 S. Harvey Avenue	ELECTRICAL RE-INSPECTION	1/28/2009	Bldg-R 7230-1	\$0.00	\$50.00
Lucia Carrera	6500 W. Windsor Avenue	ELECTRICAL RE-INSPECTION FOR PERMIT L-59271-0 AND B-7233 (X2).	1/13/2009	Bldg-R 7233-1	\$0.00	\$100.00
15	Building Permits Issued During Period			Totals . . . . .	<u>\$99,500.00</u>	<u>\$6,030.00</u>

# Permits Issued

Monday, February 2, 2009 3:19 PM

For Period Beginning 1/1/2009 And Ending 1/31/2009



## Permit Detail

2009	January	Bldg	14
2009	January	Dump	4
2009	January	Elec	17
2009	January	Fence	2
2009	January	Gar	1
2009	January	HVAC	12
2009	January	Impr	64
2009	January	Plum	18
2009	January	Roof	4
2009	January	Sign	4

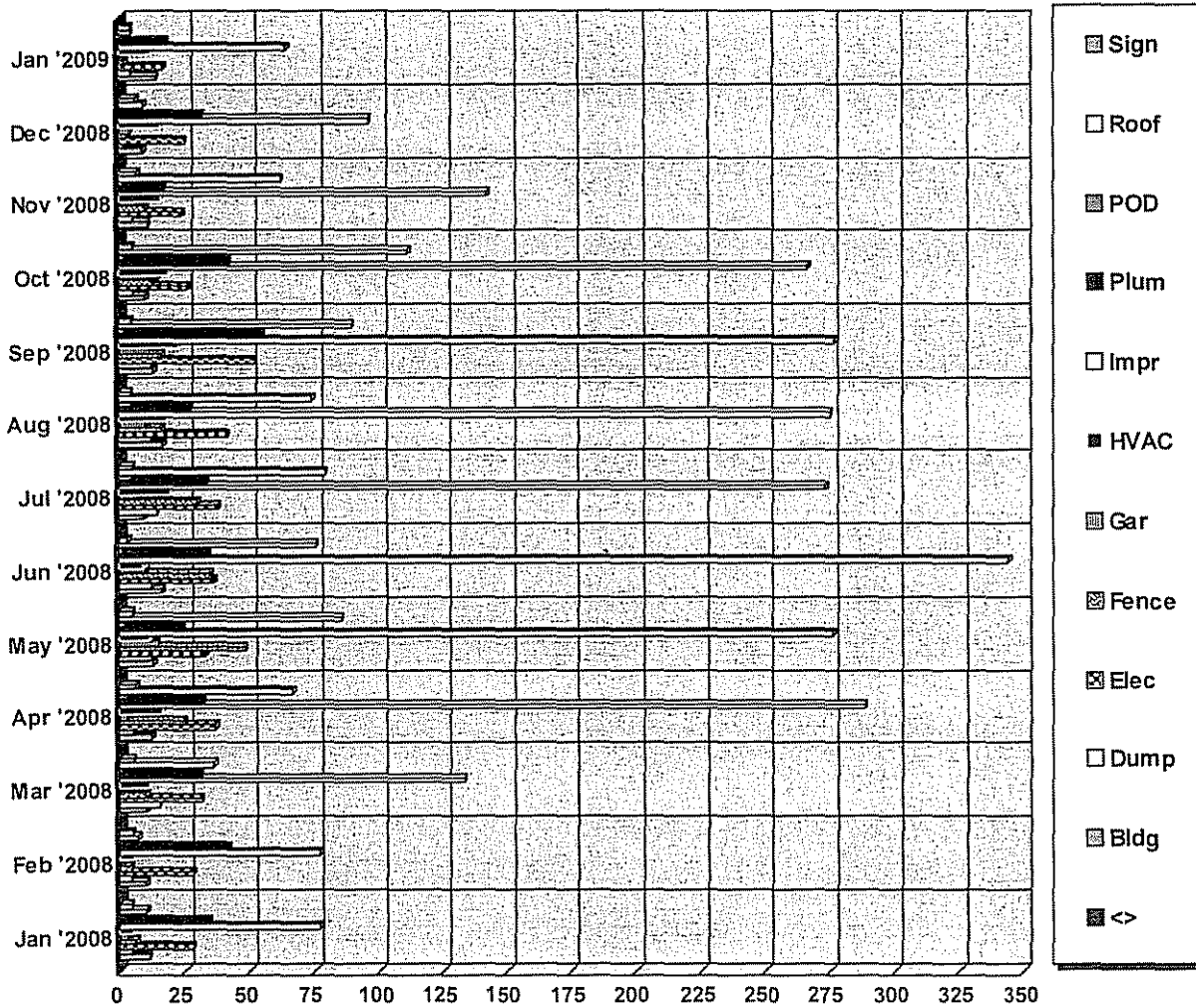
140

**Total Permits Issued 140**

# Permits Issued

Monday, February 2, 2009 3:20 PM

For Period Beginning 1/1/2008 And Ending 1/31/2009



## Permit Detail

2009	January	Bldg	14		2008	November	Bldg	11	
2009	January	Dump	4		2008	November	Dump	5	
2009	January	Elec	17		2008	November	Elec	24	
2009	January	Fence	2		2008	November	Fence	10	
2009	January	Gar	1		2008	November	Gar	6	
2009	January	HVAC	12		2008	November	HVAC	16	
2009	January	Impr	64		2008	November	Impr	142	
2009	January	Plum	18		2008	November	Plum	17	
2009	January	Roof	4		2008	November	POD	1	
2009	January	Sign	4		2008	November	Roof	62	
				140	2008	November	Sign	7	
2008	December	Bldg	9		2008	October	Bldg	10	
2008	December	Dump	1		2008	October	Dump	5	
2008	December	Elec	25		2008	October	Elec	26	
2008	December	Fence	3		2008	October	Fence	13	
2008	December	Gar	4		2008	October	Gar	15	
2008	December	HVAC	16		2008	October	HVAC	19	
2008	December	Impr	96		2008	October	Impr	266	
2008	December	Plum	32		2008	October	Plum	42	
2008	December	Roof	9		2008	October	POD	2	
2008	December	Sign	6		2008	October	Roof	111	
				201	2008	October	Sign	5	

Permit Detail

2008	September		1		2008	March	Bldg	10	
2008	September	Bldg	13		2008	March	Dump	15	
2008	September	Dump	12		2008	March	Elec	31	
2008	September	Elec	52		2008	March	Fence	10	
2008	September	Fence	16		2008	March	Gar	1	
2008	September	Gar	11		2008	March	HVAC	11	
2008	September	HVAC	23		2008	March	Impr	133	
2008	September	Impr	277		2008	March	Plum	31	
2008	September	Plum	55		2008	March	POD	1	
2008	September	POD	2		2008	March	Roof	36	
2008	September	Roof	89		2008	March	Sign	5	
2008	September	Sign	4						284
				555					
2008	August		1		2008	February	Bldg	10	
2008	August	Bldg	17		2008	February	Dump	4	
2008	August	Dump	12		2008	February	Elec	28	
2008	August	Elec	41		2008	February	Fence	4	
2008	August	Fence	16		2008	February	Gar	1	
2008	August	Gar	10		2008	February	HVAC	5	
2008	August	HVAC	18		2008	February	Impr	77	
2008	August	Impr	275		2008	February	Plum	42	
2008	August	Plum	27		2008	February	Roof	7	
2008	August	POD	4		2008	February	Sign	5	
2008	August	Roof	74						183
2008	August	Sign	4						
				499	2008	January	Bldg	11	
2008	July	Bldg	9		2008	January	Dump	4	
2008	July	Dump	14		2008	January	Elec	28	
2008	July	Elec	38		2008	January	Fence	6	
2008	July	Fence	30		2008	January	Gar	3	
2008	July	Gar	7		2008	January	HVAC	5	
2008	July	HVAC	20		2008	January	Impr	77	
2008	July	Impr	273		2008	January	Plum	34	
2008	July	Plum	33		2008	January	Roof	10	
2008	July	POD	4		2008	January	Sign	4	
2008	July	Roof	79						182
2008	July	Sign	5						
				512					
2008	June		1						
2008	June	Bldg	16						
2008	June	Dump	12						
2008	June	Elec	36						
2008	June	Fence	35						
2008	June	Gar	10						
2008	June	HVAC	9						
2008	June	Impr	344						
2008	June	Plum	34						
2008	June	POD	1						
2008	June	Roof	75						
2008	June	Sign	3						
				576					
2008	May	Bldg	13						
2008	May	Dump	12						
2008	May	Elec	33						
2008	May	Fence	48						
2008	May	Gar	14						
2008	May	HVAC	11						
2008	May	Impr	276						
2008	May	Plum	24						
2008	May	POD	2						
2008	May	Roof	85						
2008	May	Sign	5						
				523					
2008	April	Bldg	12						
2008	April	Dump	5						
2008	April	Elec	37						
2008	April	Fence	25						
2008	April	Gar	3						
2008	April	HVAC	17						
2008	April	Impr	288						
2008	April	Plum	32						
2008	April	POD	3						
2008	April	Roof	66						
2008	April	Sign	6						
				494					

*Permit Detail*

**Total Permits Issued**      **4964**

Michael A. O'Connor  
Mayor



Debi Suchy  
City Collector

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910  
www.berwyn-il.gov

February 05, 2009

Honorable Mayor Michael A. O'Connor  
And Members of the City Council  
Berwyn City Hall  
Berwyn, Illinois 60402

Dear Mayor and Council Members:

Attached please find a list of business licenses which have been issued, by the Collector's Office, for the month of January, 2009. Included are storefronts, office phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending along with businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Debi B. Suchy  
City Collector  
DBS/sb



**BERWYN BUSINESSES - LICENSED IN JANUARY, 2009 (STOREFRONTS)**

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Jackson Hewitt Tax Serv.	6209 W. Roosevelt Road	Nick DeCrescenzo, Manager	Tax Service (708) 209-1613
Community & Economic Development Assn of Cook County (CEDA)	6635 W. Cermak Road	Jennifer Smith, Office Manager	(708) 484-9670
USA Auto & Truck (formerly America Motorcars,same owner)	6317 W. Ogden Avenue	Victor Gonzalez	Used Car Sales (708) 788-3300
Taylor Medical Center, S.C.	3223 S. Harlem Avenue	Roberto J. Gutierrez, M.D.	Medical Office (708) 484-1800

**BERWYN BUSINESSES - LICENSED IN JANUARY, 2009 ( PHONE USE ONLY)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
X Star Alloy Wheel Repair	1824 S. Clarence Avenue	Jose Alfredo Garcia	On Site Tire Repair (708) 890-6869
Tree Frog Click, Inc.	1402 S. Euclid Avenue	Kevin J. Banet	Web Design (708) 749-3584
Tri Taylor Maintenance	3637 S. Oak Park Avenue	Elvia Lopez	Janitorial Contractor (312) 404-5715

**BUSINESS LICENSES ISSUED FOR JANUARY, 2009  
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Ambar, Inc.	554 Anderson, Romeoville	Ambar, Inc.	Contractor (Cement)
Sciortino & Sons	107 Park, Streamwood	Sciortino & Sons, Inc.	Contractor (Cement)
Sleeth Electric, Inc.	48W605 Hinckley, Big Rock	Sleeth Electric, Inc.	Contractor (Electrical)
Traditional Electric	1028 Saylor, Downers Grove	Tim Dalton	Contractor (Electrical)
West Town Electric	4330 Lawndale, Lyons	West Town Services Co.	Contractor (Electrical)
Enviroplus, Inc.	600 Hartrey, Evanston	Enviroplus, Inc.	Contractor (Environmental)
Fox Valley Security	3234 Hwy 49, Poysippi, WI	Fox Valley Security Systems	Contractor (Fire Alarm)
RAM Fire Protection	713 Annoreno, Addison	Ram Fire Protection, Inc.	Contractor (Fire Sprinkler)
Buildex, Inc.	7801 Roberts, Bridgeview	Buildex, Inc.	Contractor (General)
Jims Heating,A/C & Maint.	3408 Cicero, Chicago	James R. Candella	Contractor (General)
Select Plumbing Corp.	13400 Rt 59, 116-137, Plainfield	Select Plumbing Corp.	Contractor (Plumbing)
Wagner Family Plumbing and Drain	9313 Eric, Kingston	Wagner Family Plumbing & Drain	Contractor (Sewer Digger)
Prysmian Power Cables & Systems USA, LLC	5 Hollywood, S.Plainfield, NJ	Prysmian Power Cables & Sys	Contractor (Underground Utility)
Air-Tite Home Products	7701 Serv.Ctr., Westchester, OH	ATW Industries, Inc. (Ohio)	Contractor (Window & Door)

***Application Review***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<i>Alpha C.N.C. Group, Inc.</i> 1330 S. Home Avenue Berwyn IL 60402		4/15/2008	(630) 514-7368	10251
<i>C. F. Wood, LLC</i> 3208 S. Grove Avenue Berwyn IL 60402		11/7/2007	(708) 484-9510	10051
<i>Campos Auto Wholesalers</i> 3134 S. Highland Avenue Berwyn IL 60402		2/20/2008	(708) 743-4295	10151
<i>Dos Hermanos Food Service</i> 2532 S. Grove Avenue Berwyn IL 60402		2/28/2008	(708) 749-1870	10172
<i>Flores and Flores Law, LLC</i> 2209-11 S. Highland Avenue Berwyn IL 60402		6/20/2008	(708)	10384
<i>Four R Entertainment</i> 3341 S. Highland Avenue Berwyn IL 60402		9/7/2007	(708) 484-4275	9926
<i>Green Clean</i> 1527 S. Highland Avenue Berwyn IL 60402		11/13/2008	(708) 543-9690	11216
<i>Kevinup, Inc.</i> 6302 W. Cermak Road Berwyn IL 60402		10/1/2008	(708)	11138
<i>La Media Cancha</i> 7003 W. 16th Street Berwyn IL 60402		3/28/2008	(708) 788-1208	10222
<i>Las Tortugas</i> 7003 W. 16th Street Berwyn IL 60402		2/4/2009	(708)	11310
<i>Mariscos Zihutanejo</i> 6713 W. 26th Street Berwyn IL 60402		1/8/2009	(708)	11202
<i>Paris Perfume Outlet, Inc.</i> 6218 W. Cermak Road Berwyn IL 60402		12/13/2007	(708)	10096
<i>Rockt Out Denim</i> 2806 S. Harvey Avenue Berwyn IL 60402		1/30/2009	(708) 903-9999	11304
<i>The Flamingo Café</i> 6401 W. 16th Street Berwyn IL 60402		5/13/2008	(708)	10324
<i>United Video</i> 2143 S. Ridgeland Avenue Berwyn IL 60402		11/19/2008	(708) 484-2007	11203
<i>Y And A Cleaners</i> 2209 S. Highland Avenue Berwyn IL 60402	<i>Unit C</i>	1/22/2009	(708)	11283
<b>Total Businesses . . . . .</b>				<b>16</b>

***Application Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<i>Alma Rodriguez Insurance Agency</i> 6938 W. Windsor Avenue Berwyn	<i>Farmers Insurance</i> IL 60402	1/27/2009	(708)	11288
<i>Bakery</i> 6737 W. 26th Street Berwyn	IL 60402	11/13/2008	(708)	11215
<i>Brandos of Berwyn</i> 6838 W. Windosr Avenue Berwyn	IL 60402	1/16/2008	(708)	10121
<i>Juice &amp; Beverage Bar</i> 6925 W. Ogden Avenue Berwyn	IL 60402	3/27/2008	(708)	10221
<i>Latter Rain Construction</i> 6803 W. Roosevelt Road Berwyn	IL 60402	12/12/2008	(708)	11254
<i>My Little Sisters Clothes</i> 2605 S. Ridgeland Avenue Berwyn	IL 60402	11/7/2008	(708)	11209
<i>Primos Pizzeria</i> 6233 W. Roosevelt Road Berwyn	IL 60402	10/27/2008	(708) 484-6799	11191
<i>Restaurant</i> 6737 W. 26th Street Berwyn	IL 60402	1/15/2009	(708)	11276
<i>Speedy Tamales Mexican Cuisine</i> 2138 S. Highland Avenue Berwyn	IL 60402	2/14/2008	(708)	10149
<i>Victor Barber Shop</i> 6301 W. 26th Street Berwyn	IL 60402	4/1/2008	(708)	9173
<b>Total Businesses . . . . .</b>				<b>10</b>

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<i>Cricket Wireless</i> 6946 W. Cermak Road Berwyn IL 60402		1/28/2009	(708)	11278
<i>Golden Homes Real Estate, Inc.</i> 6705 W. 26th Street Berwyn IL 60402		6/23/2008	(708)	10319
<i>Learn &amp; Grow Childcare &amp; Development Ctr</i> 7115 W. Roosevelt Road Berwyn IL 60402		7/23/2008	(708) 749-8730	10978
<i>Marathon Gas Food Mart</i> 1600 S. Oak Park Avenue Berwyn IL 60402	<i>AKA Shreeji Berwyn, Inc.</i>	10/15/2008	(708)	11073
<i>Royal Prestige Vida y Salud</i> 3100 S. Oak Park Avenue Berwyn IL 60402	<i>Second Floor East</i>	1/27/2009	(708) 484-6847	11014
<i>Spin City Laundromat</i> 7122 W. 16th Street Berwyn IL 60402		1/6/2009	(708) 637-4417	11120
<i>USA Insurance Brokers</i> 6807 W. Roosevelt Road Berwyn IL 60402		1/19/2007	(708) 788-8822	9521
<b>Total Businesses .....</b>				<b>7</b>