



City of Berwyn

City Council Meeting

May 25, 2010

BERWYN CITY COUNCIL MEETING
MAY 25, 2010
AMENDED

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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

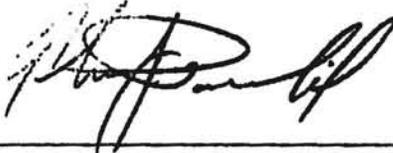
- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG MTG 5/11/10- COW 5/11/10
- (D) BID OPENING - TABULATIONS
 - 1.
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. DEFER-BDC-ROOSEVELT RD STREETSCAPE IGA
 - 2. BDC-REQ FOR COMMERCIAL LOAN-AUTRE MONDE-6727 W. ROOSEVELT
 - 3. BDC-CERMAK ROAD TIF CLOSE OUT
 - 4. BDC-REDELVELOPMENT AGREEMENT & ORD-LUIGI'S PAISANS PIZZA-6226 OGDEN AVE-SCIVENER'S ERROR
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. PROCLAMATION-VIOLET TANTILLO
 - 2. RESOLUTION-REBUILDING TOGETHER METRO CHICAGO
 - 3. AFSCME CONTRACT
 - 4. TREE CITY USA
 - 5. TOM PAVLIK
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. APPROVAL OF CLOSED COW MIN OF 3/9, 3/23, 4/13 & 4/27/10
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. POLASHEK-ORD-09-01 AUTHORIZING THE SUBMISSION OF A MEMBERSHIP APP TO SISTER CITIES INTERNATIONAL
 - 2. POLASHEK-APPROVAL OF HANDICAP SIGN FOR 1909 ELMWOOD-APPROVE
 - 3. AVILA-PROCLAMATION-LUCY BARAHONA
- (J) STAFF REPORTS
 - 1. LAW-SETTLE CASE #09WCO8478

2. LAW-SETTLE CASE #07C3657
3. LAW-ORD AMEND CHAP 801, SEC 801.13-OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN TO REFLECT THE FEE CHANGES APPROVED BY THE BERWYN CITY COUNCIL FOR BUSINESS LICENSE FEES FOR CONTRACTORS & BUILDING TRADESMEN
4. LAW-ORD-AMEND CHAP 801, SEC. 801.13 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN TO REFLECT THE FEE CHANGES APPROVED BY THE BERWYN CITY COUNCIL
5. LAW-AMENDMENTS TO LICENSING ORD. CHAP. 462.05-LICENSE FEES
6. CITY ADM.-BPL CHILLER (AIR CONDITIONER)REPLACEMENT ENGINEERING SERVICES CONTRACT
7. FINANCE DIR-LINE OF CREDIT DRAW
8. PW DIR-PERMISSION TO BID ON CAB DIESEL POWERED AIR SWEEPER
9. FIRE CHIEF-2010-2011 ASSISTANCE TO FIREFIGHTERS REGIONAL GRANT APP FOR MABAS DIVISION 11 FIREFIGHTERS
10. FIRE CHIEF-2010-2011 ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR BERWYN FIREFIGHTING STRUCTURAL FIREFIGHTING TURNOUT GEAR

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

- 1 BUDGET CHAIR-PAYROLL 5/12/10 \$1,054,301.76
2. BUDGET CHAIR-PAYABLES-5/25/10-\$658,878.38
3. FINANCE DIR.-RESOLUTION-DISPOSAL OF PUBLIC WORKS VEHICLES
4. LICENSING & COLLECTIONS-BUSINESS LICENSE ISSUED APRIL 2010
5. BLOCK PARTY-2200 GUNDERSON-6/26/10
6. ST LEONARD'S SCHOOL-PLANNED SCHOOL EVENTS-6/2/10-CLOSE OFF CLARENCE AVE BETWEEN 33RD & 34TH ST

ITEMS SUBMITTED ON TIME 30



THOMAS J. PAVLIK - CITY CLERK



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



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

0-1

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
MAY 11, 2010

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Santoy, Polashek, Avila, Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the men and women serving on the streets of Berwyn and for the armed forces serving overseas.
3. The Open Forum portion of the meeting was announced. The Mayor recognized Martha Hempil, 2716 Wesley who thanked Alderman Santoy and the City Council for the Rebuilding Project-The Mayor recognized Anthony Griffin of the BDC who reminded all of the Urban Mutt Show on Saturday, May 15, 2010 and the Berwyn Banner Program, noting that the sale of Banners were displayed today from the first sale of the program and there will be that a second waive for sale-Berwyn Development Corporation presented a check to Youth Crossroads from the proceeds from the Mini Pub Crawl and presented Dave Terrazino of Youth Crossroads with a check for \$1,989, Mr. Terrazino thanked the Berwyn Development Corporation on behalf of Youth Crossroads-The Mayor recognized Clerk Pavlik who reminded all that Dollars for Scholars applications are available in the Clerk's office and on line and that 4 scholarships are being given out for \$750 each-The Mayor recognized Alderman Chapman who thanked all who came out for the Bloom'n Zoom held in the Depot District this past weekend and thanked Seguin who supplied all the flowers for sale and brought in over \$7,500 in sales-Alderman Polashek announced the 6th Ward Town Hall meeting to be held on June 9, 2010 at the 16th St. Fire Station.
4. The minutes of the regular City Council meeting and the Committee of the Whole of April 27, 2010 were submitted. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
5. The Berwyn Development Corporation submitted a communication regarding Land Acquisition and Redevelopment Agreement for Culvers, 6935-49 Roosevelt Road with an attached ordinance entitled:

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 6935-49 ROOSEVELT ROAD

Thereafter, the Mayor recognized Anthony Griffin of the Berwyn Development Corporation who the presented the agreements. Thereafter, Laureto made a motion, seconded by Avila, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto and to authorize Mayor Lovero, as a agent of the City of Berwyn, to enter into an agreement. The motion carried by a unanimous roll call vote.

6. The Berwyn Development Corporation submitted a communication regarding Land Acquisition and Redevelopment Agreement for Culvers, 6935-49 Roosevelt Road with an attached ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CERTAIN AGREEMENT WITH HOLLIS OF PALOS, LLC TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

Thereafter, Laureto made a motion, seconded by Avila, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto and to authorize Mayor Lovero, as an agent of the City of Berwyn, to enter into an agreement. The motion carried by a unanimous roll call vote.

7. The Berwyn Development Corporation submitted a communication regarding Roosevelt Road Streetscape Intergovernmental Agreements. Thereafter, Boyajian made a motion, seconded by Chapman, to defer the matter for two (2) weeks. The motion carried by a voice vote.

8. The Berwyn Development Corporation submitted a communication regarding the TIF application for Luigi's Paisans Pizza, 6229 Ogden Avenue with an attached ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CERTAIN AGREEMENT WITH LUIGI'S PAISANS PIZZA, INC. AND PETER FEJZULOSKI TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

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

9. The Berwyn Development Corporation submitted a communication regarding the TIF application for Berwyn's Toys and Trains, 7025 Ogden Avenue. Thereafter, Chapman made a motion, seconded by Skryd, to

concur and approve as submitted in an amount not to exceed \$9,210. The motion carried by a unanimous roll call vote.

10. The Berwyn Development Corporation submitted a communication regarding the TIF application for State Farm Insurance, 6612 W. Cermak Road. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted in an amount not to exceed \$2,000. The motion carried by a unanimous roll call vote.
11. The Mayor submitted a Proclamation honoring Anthony J. Paneral for the achieving Scouting's highest honor, the Eagle Scout Award. Thereafter, Skryd made a motion, seconded by Polashek, to concur and **adopt** the Proclamation as presented. The motion carried by a voice vote.
12. The City Administrator submitted a communication regarding Renewal of Property Insurance. Thereafter, the Mayor introduced Megan Parrilli, Insurance Broker for the City of Berwyn, who recommended Hartford Marine Department proposal and reviewed same. Thereafter, Skryd made a motion, seconded by Avila, to concur and approve as submitted and award the Insurance contract to Hartford Marine Department in an amount of \$158,624 and to waive the sealed bid process. The motion carried by a unanimous roll call vote.
13. The City Attorney and the Traffic Engineer submitted a communication regarding previously approved parking changes to the 2200 block of Clarence and Wesley Avenue and an ordinance entitled
AN ORDINANCE AMENDING SUPERZONE PERMIT PARKING AND AMENDING CHAPTER 484 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN.
Thereafter, Chapman made a motion, seconded by Skryd, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
14. The City Attorney and the Traffic Engineer submitted a communication regarding previously approved parking changes to the 2200 block of Clarence and Wesley Avenue and an ordinance entitled
AN ORDINANCE AMENDING CHAPTER 480.07 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING LIMITED PARKING
Thereafter, Chapman made a motion, seconded by Boyajian, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

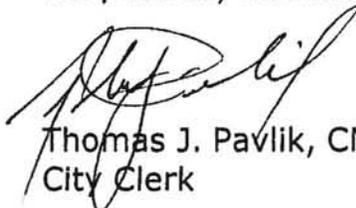
15. The City Attorney and Traffic Engineer submitted a communication regarding parking changes to the 2200 block of Clarence Avenue. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and authorize any necessary signage to be posted by public works. The motion carried by a unanimous roll call vote.
16. The Traffic Engineer submitted a communication regarding Directional Traffic Changes to Lombard Avenue and 28th Street. Thereafter, Skryd made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
17. The City Attorney and the Traffic Engineer submitted a communication regarding one-way streets designated with an ordinance entitled:
AN ORDINANCE ESTABLISHING DESIGNATED ONE-WAY STREETS AND AMENDING CHAPTER 460 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN
Thereafter, Skryd made a motion, seconded by Chapman, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
18. The City Attorney submitted a communication amending Chapter 804, Section 804.06 regarding Alcohol Liquor Dealers with an attached ordinance entitled:
AN ORDINANCE AMENDING CHAPTER 804 SECTION 804.06 A, B, AND C OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, REGARDING ALCOHOL LIQUOR DEALERS
Thereafter, Laureto made a motion, seconded by Avila, 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.
19. The Fire Chief submitted a communication regarding Insurance Service Office, Inc. (ISO) Public Protection Classification Results. Thereafter, the Clerk read the communication into the record. Thereafter, Skryd made a motion, seconded by Boyajian, to accept the matter as informational, with sincere appreciation to all parties involved. The motion carried by a voice vote.
20. The Library Director submitted a communication regarding the Replacement of Circulation Supervisor, Circulation Librarian Assistant I, Readers Advisory Department Heard, and to Hire an IT Librarian II. Thereafter Chapman made a motion, seconded by Skryd, to concur and approve as submitted

BERWYN CITY COUNCIL
MAY 11, 2010

and to waive the hiring freeze. The motion carried by a unanimous roll call vote.

21. Consent Agenda items K-1 through K-15 were submitted
K-1-Budget Chair-Payroll for April 28, 2010, \$810,301.49
K-2-Budget Chair-Payables for May 11, 2010, \$1,344,909.99
K-3-Chapman, handicap sign, O. Flores, 3429 Home Ave. **Approve**
K-4-Chapman, handicap sign, L. Villalobos, 3644 Maple Ave. **Approve**
K-5-Boyajian, handicap sign, R. Garcia, 3622 Harvey Ave. **Approve**
K-6-Boyajian, handicap sign, E. Gawlik, 3316 Cuyler Ave. **Approve**
K-7-Santoy, handicap sign, M. Flores, 1243 Highland Ave. **Approve**
K-8-Santoy, handicap sign, J. Krokoff, 1639 Highland Ave. **Approve**
K-9-Polashek, handicap sign, E. Imbo, 1905 Elmwood Ave. **Approve**
K-10-Polashek, handicap sign, G. Panos, 1909 Elmwood-**Deny**
K-11-Laureto, handicap sign, J. O'Connor, 1408 Home Ave. **Approve**
K-12-Building Director, building permits issued in April 2010
K-13-Block Party, 3200 block of Maple, July 31, 2010
K-14-Block Party, 3100 block of Maple, August 7, 2010
K-15-Mayor-Proclamation, National Preservation Month
Thereafter, Avila made a motion, seconded by Chapman, to concur and approve by Omnibus Vote Designation. The motion carried by a voice vote.
22. Alderman Polashek called a Recreation Committee meeting for Wednesday, June 16, 2010 at 6:00 p.m.
23. Alderman Skryd called an Administration Committee meeting for Thursday, May 20, 2010 at 6:30 p.m.
24. Alderman Boyajian called a Public Works Committee meeting for Wednesday, June 16, 2010 at 5:00 p.m.
25. There being no further business to come before the meeting, same was, after a motion by Laureto, seconded by Boyajian, to adjourn at the hour of 8:32 p.m.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

COMMITTEE OF THE WHOLE
MAY 11, 2010

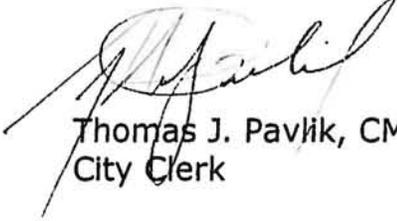
1. The Committee of the Whole was called to order by Mayor at 6:02 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Polashek, Avila, Laureto. Absent: Skryd, Santoy.
2. Chapman made a motion, seconded by Boyajian, to excuse Aldermen Skryd and Santoy. The motion carried by a voice vote.
3. Presentation of Culver's Project on Roosevelt Road-The Mayor introduced Anthony Griffin of the Berwyn Development Corporation regarding Culver's Development on Roosevelt Road, see attached site plan, and introduced Guy Hollis a representative from Culver's, who will be the Franchise owner, and made himself available for any questions from Council. The Mayor stated that the site plan will need a variance for a Drive-thru and the use of the City alley. Mr. Hollis stated that the opening will be coordinated with completion of the Roosevelt Road Streetscape Project.
4. Presentation of Project for Luigi's Paisans Pizza, Ogden Avenue-Anthony Griffin of the Berwyn Development Corporation introduced the owner of Luigi's Paisans Pizza, Peter Fejzuloski, who reviewed the site plan for 6229 Ogden Avenue and reviewed the history of Paisans Pizza and future plans and will incorporate the Route 66 concept as well.

Alderman Santoy present at 6:15 p.m.

- Alderman Boyajian questioned if there will be ample parking available, answer, yes, and that they are purchasing adjacent lot for the parking overflow.
 - The Mayor questioned the time frame of the project, answer, September or October, 2010.
5. The Mayor asked for a motion to adjourn to closed session for personnel, pending litigation, land acquisition, and review of closed session minutes. Thereafter, Chapman made a motion, seconded by Boyajian, to close the Committee of the Whole at 6:25 p.m. The motion carried by a voice vote.
 6. Boyajian made a motion, seconded by Skryd, to reopen the Committee of the Whole at 7:28 p.m. The motion carried by a voice vote.

7. Avila made a motion, seconded by Chapman, to adjourn the Committee of the Whole at 7:28 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



D. Bid Openings Tabulations



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

E-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 05/25/10

Deferred Communication

Agenda Item E-1 is a Deferred Communication from C C Meeting dated 05/11/10 Item #7

FROM BERWYN DEVELOPMENT CORP.

Re: ROOSEVELT RD STREETScape INTERGOVERNMENTAL AGREEMENT



E-2

ITEM NO. 7
DATE MAY 11 2010
DISPOSITION _____
Refer

May 11, 2010

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

Re: Roosevelt Road Streetscape Intergovernmental Agreements

Dear Mayor and City Council,

The Berwyn Development Corporation (BDC) is recommending the approval of two Intergovernmental Agreements (IGAs) between Berwyn, Cicero and Oak Park for the Roosevelt Road Streetscape project's (1) costs sharing and payment procedures and (2) continued maintenance of the streetscape.

A previous IGA has been in place for the three municipalities in order to hire consultants to come up with the Roosevelt Road Streetscape plan and engineering documents and the newly implemented Roosevelt Road Form Based Code. A new IGA is needed for the costs sharing and payment procedures in order for IDOT to award the contract for the streetscape work. The new IGA will outline the costs sharing of the ITEP and State funding that was awarded to the project. Another IGA is needed to outline the continued maintenance of the Streetscape once it is completed.

IDOT recently opened the bids for the project, which came in lower than anticipated. The new IGAs will detail the three municipalities' payments and maintenance procedures in order for IDOT to sign the needed construction contract.

With the consent of the City Council, the City of Berwyn can sign the needed IGA in order for IDOT to commence work on the Roosevelt Road Streetscape project and contribute to the revitalization efforts taking place Roosevelt Road.

Respectfully,

**Anthony Griffin
Executive Director**

May 21, 2010

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

Re: Request for Commercial Loan Approval – Restaurant to be known as Autre Monde, 6727 W. Roosevelt Road

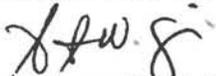
Dear Mayor & City Council,

On April 8, 2010, the Berwyn Development Corporation Commercial Loan Committee reviewed a loan application for Autre Monde which would be used for building rehabilitation and conversion from a vacant retail store into a new restaurant. The loan request is for \$225,000.

After a review of the operator's financials and application packet to include a business plan, the committee provided a conditional approval recommendation. Since that time, applicants have satisfied conditions set forth therein and attached hereto. The loan is collateralized by the business property, business equipment, and personal guarantees of the owners. The request would serve as a first position on the property and equipment. The recommended loan amount is not to exceed \$225,000.00 amortized over a 20-year period with a variable interest rate of prime plus 2% from the City commercial loan pool. The BDC Board concurred with the loan committee recommendation at the May Board meeting. Please see attached for further details from the conditional letter of approval.

We would appreciate your consideration of this commercial loan application, contingent upon execution of the required note to secure the debt as stipulated above.

Respectfully submitted for your consideration,



Anthony W. Griffin

April 15, 2010

John Aranza and Christine Tully

Re: Berwyn Development Corporation Commercial Loan Application Commitment Letter – Autre Monde

Dear John & Christine:

We are pleased to offer you the following conditional loan commitment for the acquisition and renovations of a commercial building located at 6727 W. Roosevelt Road based on the purchase price of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), renovation costs of TWO HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$215,000), and kitchen equipment costs of THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$35,000). This is subject to and satisfaction of the conditions set forth:

CONDITIONS

A) EIGHTY FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$84,250.00) of personal equity or private investment be secured and escrowed for business start up costs in addition to ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$125,000) be secured from the City of Berwyn, IL Roosevelt Road Tax Increment Finance District which will be used for TIF eligible work on the needed renovation costs.

BORROWER

John Aranza, Christine Tully, and Autre Monde LLC

LOAN AMOUNT

A) ONE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$190,000.00) interest only acquisition and construction loan which is converted to Commercial Real Estate Mortgage upon certificate of occupancy or nine months in which whatever occurs first.

B) Additional THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00) to be paid upon invoice for acquisition of kitchen equipment after 80% completion of the renovation work and added to Commercial Real Estate Mortgage.

Total of loans will not exceed \$225,000.00

COLLATERAL/SECURITY

A) A 1st Real Estate Mortgage on property located at *property address*. The final legal description of property to be mortgaged must be satisfactory to the Berwyn Development Corporation.

First lien security interest on the business assets of *Autre Monde LLC and of business known as Horrobles*

B) Personal guaranty of the borrowers.

C) Assignment of rent from aforementioned property.

INTEREST RATE AND TERM

A) Commercial Real Estate Mortgage based upon a floor of seven (7%) percent, with monthly payments of principal and interest on a five year note, with an adjustment each December which 200 basis points over the achieved Berwyn Development Corporation line of credit rate. Twenty (20) year amortization.

First nine months or upon occupancy which whatever occurs first is interest only at five (5%) percent.

GUARANTORS

Unlimited Unsecured Guarantee of *guarantors*.

FINANCIAL STATEMENTS

Borrower shall maintain its present business form and organization, comply with all applicable laws, and continue to conduct and operate its business substantially as conducted and operated at present.

Borrowers and Guarantors shall provide annual financial statements and Tax Returns.

FEES

A) A \$5,000 processing fee to be paid at time of closing.

TITLE INSURANCE

Commitment for mortgage title insurance, without exceptions, satisfactory to the Berwyn Development Corporation to be furnished. The final mortgage title insurance policy to show clear title to be in the Borrowers name and will insure the Berwyn Development Corporation in the principal amount of the loan as having a first security interest in the property.

COSTS

It is understood that the mortgagor shall pay all costs pertaining to this loan which may include the following: processing fee, mortgage title insurance policy, appraisal, survey, legal, recording fees, and any other incidental expenses as may be required by the Berwyn Development Corporation or the Berwyn Development Corporation's attorney.

TAXES

It is understood that all property taxes are current and future tax payments will be escrowed.

HAZARD INSURANCE

Borrower will also be required to provide Hazard Insurance in an amount equal to the full replacement value of the collateral, but in no event less than the amount of the Loan. An insurance company satisfactory shall provide the policy to the Berwyn Development Corporation. All Risk extended coverage endorsements is required. Borrower will be required to provide a letter from an authorized agent stating that all premiums are paid and that the policy is in full force and effect. The Berwyn Development Corporation is to be properly designated in a Lender's Loss Payable Clause and Standard Mortgage Clause as Mortgagee under the policy. In addition, all cancellation clauses shall provide that the Berwyn Development Corporation be given thirty- (30) days written notice prior to any cancellation, termination, or policy expiration.

COMMITMENT ACCEPTANCE

Upon your acceptance and proof of conditions outlined above, the Berwyn Development Corporation will proceed with processing the application for final and ultimate approval by the City Council by the City of Berwyn. Terms and conditions will be set by loan documents prepared after final approval City Council. Please acknowledge your acceptance below as indicated and return it to our office at 3322 Oak Park Ave. Berwyn, IL 60402. If you have any questions about any material contained in this commitment, feel free to contact me at (708)788-8100.

Sincerely,

Anthony Griffin
Executive Director

Accepted by:
By: _____ Date: _____
Borrower

Accepted by:
By: _____ Date: _____
Borrower

Accepted by:
By: _____ Date: _____
Borrower



E-3

May 21, 2010

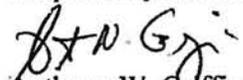
**Mayor Robert Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402**

Re: Cermak Road TIF Close Out

Dear Mayor and City Council,

We are continuing our work of closing down the Cermak TIF district. To this end, the attached Ordinance as drafted by special counsel for the City and reviewed by BDC staff along with staff at Kane McKenna is a needed item as several projects are still in the pipeline to be finished by December 31, 2011. As you are aware, property taxes are collected for the previous year, therefore, the Cermak TIF district continues into the 24th calendar year per State of Illinois law in order to receive the full 23 years of TIF increment. Work to be completed over the next 19 months includes administering and facilitating infrastructure/capital improvements, land acquisition, site improvements, planning, engineering, redevelopment, and building rehabilitation. The attached Ordinance ensures that these projects have the needed funding to be completed over the same time period to successfully close down the Cermak TIF district.

Respectfully submitted for your consideration,


Anthony W. Griffin

**CITY OF BERWYN
COOK COUNTY, ILLINOIS**

ORDINANCE NO. ____

**AN ORDINANCE PLEDGING CERTAIN AMOUNTS CONTAINED IN THE CERMAK
(BERWYN THEATRE) REDEVELOPMENT PROJECT AREA SPECIAL TAX
ALLOCATION FUND FOR PAYMENT OF ANTICIPATED REDEVELOPMENT
PROJECT COSTS**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE CITY OF BERWYN**

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

**NONA CHAPMAN
JEFFREY BOYAJIAN
MARGARET PAUL
MICHELE SKRYD
CESAR SANTOY
THEODORE POLASHEK
RAFAEL AVILA
NONA LAURETO
Alderman**

**CITY OF BERWYN
COOK COUNTY, ILLINOIS**

ORDINANCE No. _____

**AN ORDINANCE PLEDGING CERTAIN AMOUNTS CONTAINED IN THE CERMAK
(BERWYN THEATRE) REDEVELOPMENT PROJECT AREA SPECIAL TAX
ALLOCATION FUND FOR PAYMENT OF ANTICIPATED REDEVELOPMENT
PROJECT COSTS**

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

WHEREAS, on July 14, 1987, in order to stimulate and induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “Act”), and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, the City passed Ordinances 87-35, 87-36 and 87-37 (the “Establishing Ordinances”) which, respectively, approved a “redevelopment plan and project” (as defined in the Act) (the “Redevelopment Plan”) for the Redevelopment Area (hereinafter defined), designated a “redevelopment project area” (as defined in the Act) known as the Cermak (Berwyn Theatre) Redevelopment Project Area (the “Redevelopment Area”), and approved tax increment allocation financing (“TIF”) for the Redevelopment Area; and

WHEREAS, the Establishing Ordinances, the Redevelopment Area and the Redevelopment Plan were subsequently supplemented and amended by Ordinances 97-02, 00-36 and 09-43, passed

on January 28, 1997, September 12, 2000, and November 24, 2009, respectively (the “Amendatory Ordinances” and, together with the Establishing Ordinances, the “TIF Ordinances”); and

WHEREAS, the Redevelopment Area, as amended, is generally bounded by Harlem Avenue on the west, Lombard Avenue on the east, the Vacin Fairway on the north, and alleys south of parcels fronting on the south side of Cermak Avenue on the south; and

WHEREAS, pursuant to the TIF Ordinances and the Act, the estimated dates of completion of the Redevelopment Plan, as supplemented and amended, and retirement of obligations used to finance “redevelopment project costs” (as defined in the Act) incurred within the Redevelopment Area, as supplemented and amended, shall be not later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to *ad valorem* taxes levied in the twenty-third calendar year after the year in which the ordinance approving the Redevelopment Area was adopted; and

WHEREAS, the City desires and intends to collect in calendar year 2011 TIF payments resulting from *ad valorem* taxes that are levied upon the real property within the Redevelopment Area, as amended, in calendar year 2010 (being the twenty-third calendar year after the adoption of the Establishing Ordinances), and the City intends to inform the Cook County Clerk of the same and to otherwise take all actions necessary to effectuate the same; and

WHEREAS, in furtherance of the Redevelopment Plan, as supplemented and amended, the City has identified certain anticipated redevelopment project costs (the “Anticipated Costs”) to be incurred within the Redevelopment Area, as amended, and which will be eligible to be paid from the Redevelopment Area’s special tax allocation fund (the “STAF”), and the Anticipated Costs are more fully described herein; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City hereby find and determine that it is in the best interests of the City and its residents to irrevocably pledge, earmark and otherwise designate for payment of the Anticipated Costs certain amounts contained in the STAF (the “Pledge of Funds”), in accordance with the Act and as more fully described herein; and

WHEREAS, the Corporate Authorities further find and determine that the Pledge of Funds will advance the objectives of the Redevelopment Plan, as supplemented and amended, and will otherwise promote the health, safety and welfare of the City and its inhabitants by eradicating blight, encouraging private development, enhancing the local tax base and increasing employment opportunities;

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

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

Section 2. The Corporate Authorities hereby find and determine that it is necessary, advisable and otherwise in the best interests of the City and its residents to undertake the Pledge of Funds, and that so doing is in furtherance of the Redevelopment Plan, as supplemented and amended, and is also in furtherance of the goals and objectives set forth in the Act.

Section 3. The Pledge of Funds is hereby approved. Specifically, the City hereby irrevocably pledges, earmarks and otherwise designates for payment through December 31, 2011, the following required amounts for the following Anticipated Costs to be incurred within the boundaries

of the Redevelopment Area, as amended, to the extent that such amounts have not been previously expended on other eligible redevelopment project costs under the Act:

(a) Costs related to site preparation, clearing and grading of land, and/or construction of public works or improvements: Not to exceed Six Million, Two Fifty Thousand Dollars (\$6,250,000.00);

(b) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein: Not to exceed Two Million, Twenty Five Thousand Dollars (\$2,025,000.00);

(c) Costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan, as supplemented and amended, including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services: Not to exceed One Million, One Hundred Ninety Four Thousand Dollars (\$1,194,000.00);

(d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements: Not to exceed Two Million, One Hundred Fifty Thousand Dollars (\$2,150,000.00).

Section 4. It is the expressed intent of the Corporate Authorities that the amounts included in the Pledge of Funds, described in Section 3, above, shall be used for payment of the Anticipated Costs and shall not be deemed “surplus funds” (as defined in the Act) for any purpose under the Act, nor shall they be included in any calculations of surplus funds for any purpose under the Act.

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

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

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

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

[Remainder of page intentionally left blank.]

PASSED by the City Council of the City of Berwyn, Cook County, Illinois, on this 25th day of May, 2010, by the following roll call vote:

Chapman:	_____	Santoy:	_____
Boyajian:	_____	Polashek:	_____
Paul:	_____	Avila:	_____
Skryd:	_____	Laureto:	_____
(Mayor Lovero):	_____		

APPROVED this 25th day of May, 2010.

Robert J. Lovero
Mayor

ATTEST:

Thomas J. Pavlik
City Clerk

CITY OF BERWYN)
) SS
COUNTY OF COOK)

CLERK’S CERTIFICATE

I, Thomas J. Pavlik, certify that I am the elected and duly qualified Clerk of the City of Berwyn, Cook County, Illinois (the “City”) and, as such, I am the keeper of the records and files of the City and its Mayor and City Council. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of City Ordinance No. _____, entitled:

**AN ORDINANCE PLEDGING CERTAIN AMOUNTS CONTAINED IN THE CERMAK
(BERWYN THEATRE) REDEVELOPMENT PROJECT AREA SPECIAL TAX
ALLOCATION FUND FOR PAYMENT OF ANTICIPATED REDEVELOPMENT
PROJECT COSTS**

This Ordinance was duly passed and approved by the City’s Mayor and City Council at a meeting held on the 25th day of May, 2010. I do further certify that a quorum of said City Council was present at said meeting, and that the City Council complied with all the requirements of the Illinois Open Meetings Act in connection with said meeting. A true, correct and complete copy of this Ordinance was published in pamphlet form on the 25th day of May, 2010.

Given under my hand and official seal at the City of Berwyn, Cook County, Illinois, this _____ day of _____, 20__.

Thomas J. Pavlik
City Clerk

(SEAL)

E-4
May 21, 2010

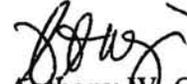
**Mayor Robert J Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402**

**Re: Redevelopment Agreement and Ordinance Luigi's Paisans Pizza, 6226
Ogden Ave - Scrivener's Error**

Dear Mayor and City Council,

The physical address listed within the Ordinance and Redevelopment Agreement for the aforementioned project was captured incorrectly by the BDC. The address should be listed as 6226 West Ogden rather than 6229 West Ogden Avenue. The pin numbers, legal description, aerial photography, and building photography accurately captured the correct physical address but the correct address should read 6226 West Ogden Ave. The correction should be made to the documents and titled "scrivener's error."

Respectfully,



Anthony W. Griffin



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

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

PROCLAMATION

WHEREAS, Violet Tantillo, Principal of Jefferson Elementary School, inspires admiration for her professionalism while having served seventeen years as a school administrator and thirty-one years as an educator, demonstrated by her commitment to the education of all the students who have studied at Jefferson Elementary School; and

WHEREAS, Violet Tantillo has been instrumental in bringing, developing and encouraging the following student programs at Jefferson Elementary School: Wellness of mind and body with daily yoga in the classrooms (featured on CLTV, US News & World Report, Local Chicago Tribune), Hip Hop Yoga, Accelerated Reader Awards, Gifted Learning Fair, Jefferson Starship Talent Show, Winter Music Program, Dr. Seuss Birthday Read Across America Celebration (featured on Channel 5 news); and

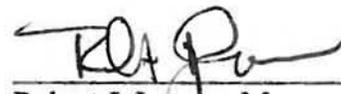
WHEREAS, Violet Tantillo has presented at numerous professional conferences including The International Conference on Special Education, The National Association of School Administrators, The National Association of Elementary School Principals, The American Association of Teacher Educators, The International Immigrant Conference, The Illinois Superintendents Conference, The Title I State Directors Conference, The Illinois Principals Association Conference, The IPA Assistant Principals Conference, The Indiana Principals Association Conference, The IASA/IASBO/IASA Conference, The ISBE/IRC Title I Statewide Conference, and The ISBE/IRC Bilingual Conference; and

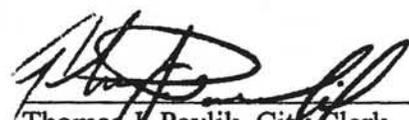
WHEREAS, Violet Tantillo has received many awards and recognitions including the Illinois Spotlight School Award (2003-2007), the 2010 Illinois Alliance for Arts Education Administrator Award, the PTA Principal of the Year, the PTA Teacher of the Year, the Illinois PTA Distinguished Service Award, the Illinois PTA book of Recognition Award, the Berwyn Public Library Pathway to Knowledge Award, and the Illinois State Board of Education Those Who Excel Merit Award;

NOW, THEREFORE, I, Mayor Robert J. Lovero and the City Council of Berwyn recognize Violet Tantillo upon her retirement as Principal of Jefferson Elementary School and do hereby proclaim May 25th, 2010 as Violet Tantillo Day in Berwyn.

Dated this 25th day of May, 2010.




Robert J. Lovero, Mayor


Thomas J. Pavlik, City Clerk

Robert J. Lovero
Mayor



Cesar A. Santoy
Alderman

F-2

A Century of Progress with Pride

RESOLUTION NO. 052510-1

WHEREAS, Rebuilding Together Metro Chicago, in the spirit of volunteerism and community partnership, improves the homes and neighborhoods of elderly, disabled and low-income residents so that they may continue to live in warmth, safety and comfort; and

WHEREAS, Rebuilding Together Metro Chicago understands that home ownership is an important factor in the stabilization and preservation of neighborhoods; and

WHEREAS, Rebuilding Together Metro Chicago was responsible for bringing National Rebuilding Day to the City of Berwyn; and

WHEREAS, Rebuilding Together Metro Chicago organized hundreds of volunteers, including skilled tradesmen, that were able to bring extreme makeovers to more than twenty houses in Berwyn.

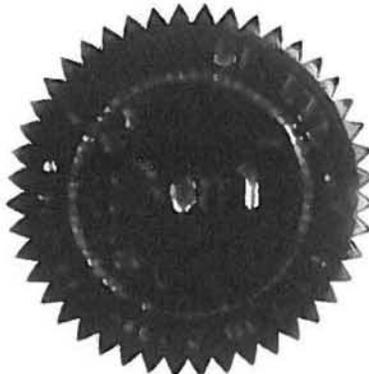
NOW, THEREFORE, be it resolved that I Mayor Robert J. Lovero, Alderman Cesar A. Santoy and Members of the Berwyn City Council proclaim April 24, 2010 as Rebuilding Together Metro Chicago Day in Berwyn, with thanks and gratitude for all services extended to our citizens and community.

Entered upon the records of the City of Berwyn this 25th day of May 2010.


Robert J. Lovero, Mayor


Thomas J. Paylik, City Clerk

Cesar A. Santoy, Alderman



The City of Berwyn

F-3



Robert J. Lovero
Mayor

A Century of Progress with Pride

May 25, 2010

Members of the Berwyn City Council

Re: AFSCME Contract

Council Members:

I am submitting the AFSCME Contract, which you received last week, for your consideration.

The Mayor's Office along with the Law Department is requesting your approval of this contract.

Respectfully submitted,

Robert J. Lovero
Mayor

F-4
The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

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

May 14, 2010

Members of the City Council

Re: Tree City USA

Council Members:

The City of Berwyn has been named the Tree City USA for the 23rd consecutive year.

Please join me in recognizing and congratulating the efforts of the Public Works Department for this achievement.

Respectfully,

Robert J. Lovero
Mayor



RECEIVED
5-13-10



Arbor Day Foundation™

P.O. Box 81415 • Lincoln, NE 68501-1415 • 888-448-7337 arborday.org

We inspire people to plant, nurture, and celebrate trees.

May 10, 2010

The Honorable Robert Lovero
Mayor of the City of Berwyn
6600 W. 26th Street
Berwyn, IL 60402

Dear Mayor Lovero,

The Arbor Day Foundation congratulates Berwyn on being named a Tree City USA® community for 2009. Residents of Berwyn should take pride in the fact that they live in a community where planting and nurturing trees is a priority.

You already know that trees are a vital component of the infrastructure in cities and towns, providing environmental and health benefits for your citizens. In fact, trees are a rare component of a community's infrastructure in that they actually increase in value and service over time from a modest investment.

Enclosed is a press release for your convenience as you prepare to contact your local media to share this commendable achievement with the public. We hope you are excited to share the significance of this accomplishment. If you wish to receive this press release in electronic form, please email Mark Derowitsch, Public Relations Manager of the Foundation, at mderowitsch@arborday.org. We will send it to you within one business day.

The Tree City USA program is sponsored in cooperation with the National Association of State Foresters and the USDA Forest Service. Today, more than 3,400 cities and towns have been recognized as a Tree City USA community. State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward your awards to Reinee Hildebrandt in your state forester's office. They will be coordinating the presentation with you. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your diligence in improving the quality of life for the citizens of Berwyn and thank you for creating a healthier, more sustainable world for us all.

Best regards,

John Rosenow
Chief Executive

cc: Robert Schiller

Enclosure



For more information,
contact Mark Derowitsch,
Public Relations Manager, at
mderowitsch@arborday.org
or call 888-448-7337.



News from



RECEIVED
5-13-10

Arbor Day Foundation™

P.O. Box 81415 • Lincoln, NE 68501-1415 • 888-448-7337 arborday.org

We inspire people to plant, nurture, and celebrate trees.

FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Berwyn Tree City USA® Community

Berwyn, IL, was recognized by the nonprofit Arbor Day Foundation as a Tree City USA community for its commitment to urban forestry.

It is the twenty-third year Berwyn has earned this national designation.

The Tree City USA program is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service.

Berwyn has met the four standards to become a Tree City USA community. Tree City USA communities must have a tree board or department, a tree-care ordinance, a comprehensive community forestry program, and an Arbor Day observance and proclamation.

"We commend Berwyn's elected officials, volunteers and its citizens for providing vital care for its urban forest," said John Rosenow, chief executive and founder of the Arbor Day Foundation. "Trees provide numerous environmental, economical and health benefits to millions of people each day, and we applaud communities that make planting and caring for trees a top priority."

Communities that earn Tree City USA recognition not only have taken the time to meet the four standards, they know that trees:

- Promote healthier communities by filtering the air we breathe by removing dust and other particles.
- Moderate climate, conserve water and provide vital habitat for wildlife.
- Reduce the heat island effect in urban areas caused by pavement and buildings.
- Increase property values and reduce energy use and add beauty to our homes and neighborhoods.

More information about Tree City USA can be found at www.arborday.org/TreeCityUSA.

About the Arbor Day Foundation

The Arbor Day Foundation is a nonprofit, environmental and education organization of nearly one million members, with a mission to inspire people to plant, nurture, and celebrate trees. More information on the Foundation and its programs can be found at www.arborday.org.

4-5
The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

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

May 18, 2010

Members of the City Council

Re: Tom Pavlik

Council Members:

Tom Pavlik our City Clerk is not with us tonight because he is recovering from a partial hip replacement.

Please join me in wishing him a speedy recovery.

Respectfully,

Robert J. Lovero
Mayor



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

G-1

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

The City of Berwyn
A Century of Progress with Pride

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

Date: May 14, 2010

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of 3/9-3/23-4/13-4/27, 2010

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of March 9th and 23rd, 2010, April 13th and 27th, 2010 as reviewed in Closed Session on May 11, 2010.

Sincerely,

Thomas J. Pavlik, CMC



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



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



The City of Berwyn



Theodore J. Polashek
6th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6406 Fax: (708) 788-2675
www.berwyn-il.gov

May 20, 2010

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

Re: Ordinance 09-01 Authorizing the submission of a membership application to Sister Cities International

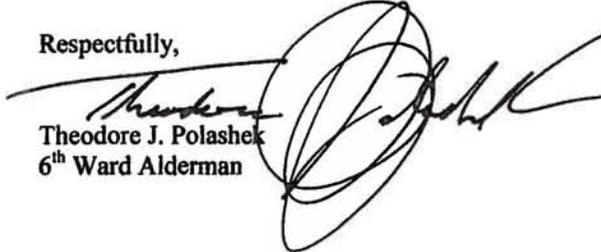
Ladies and Gentlemen:

Attached is the original communication and subsequent ordinance for membership to Sister Cities International.

The Sister Cities International requires that several goals be attained before a partnership is recognized by SCI. The first steps have been taken. A 501(c)3 not for profit organization has been formed Sister Cities Association of Berwyn, Illinois Inc.

It is my recommendation that the attached SCI 2010 membership application be signed by the corporate authorities and the appropriate funds in the amount of \$680.00 be allocated by the finance director.

Respectfully,


Theodore J. Polashek
6th Ward Alderman



Michele D. Skryd
ALDERMAN FOURTH WARD
BERWYN, ILLINOIS

ITEM NO. 18

DATE NOV 25 2008

DISPOSITION

concur
approve for
payment

IS

November 20, 2008

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

RE: Sister Cities International

Ladies and Gentlemen:

Attached is information on an exciting opportunity for the City of Berwyn. Please review the information and visit their website www.sister-cities.org.

Sister Cities International is a nonprofit, citizen diplomacy network that creates and strengthens partnerships between U.S. and international communities to increase global cooperation at the local level. Headquartered in Washington, DC, Sister Cities International promotes sustainable development, youth involvement, cultural understanding, and humanitarian assistance. As an international membership organization, Sister Cities International officially certifies, represents, and supports partnerships between U.S. cities, counties, states, and similar jurisdictions in other countries to ensure their continued commitment and success. The Sister Cities International network represents more than 2,500 communities in 137 countries around the world.

Sister Cities International members benefit from grants and programs initiated by the international office in Washington D.C. Sister Cities International's partnership with the Wheelchair Foundation, for instance, allows sister city communities to send wheelchairs to their counterparts abroad through a program called "Wheelchairs for Peace." Other programs have revolved around domestic violence prevention, local governance, and HIV/AIDS education and prevention. Two of our current programs are the Sister Cities International Network for Sustainable Development and the Youth and Education Network.

A city commission is put together formally by municipal ordinance and carries out its functions as an arm of city government. The mayor usually appoints the members of the sister cities.

I have been working with Jan Zaruba, Councillor, Metropolitan District Prague 6, which is a city with many similarities to Berwyn. Senator Martin A. Sandoval is also helping me research the possibility of Berwyn being a Sister City to a community within Mexico.

It would be my recommendation to join Sister Cities International. The fee for a city with our population is approximately \$700.00, and refer to the law department for research on an applicable ordinance.

Respectfully,

Michele D. Skryd

Michele D. Skryd
4th Ward Alderman



THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 09-01

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS, AUTHORIZING THE SUBMISSION OF A MEMBERSHIP
APPLICATION TO SISTER CITIES INTERNATIONAL**

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on 06/24/08
Odelson & Sterl, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

RESOLUTION No.: _____

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS, AUTHORIZING THE SUBMISSION OF A MEMBERSHIP
APPLICATION TO SISTER CITIES INTERNATIONAL**

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, Sister Cities International is a non-profit, citizen diplomacy network whose mission it is to help create and strengthen partnerships between U.S. cities and foreign communities to increase global cooperation at the local level; and

WHEREAS, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") find and determine that it is in the best interests of residents of the City to become a member of Sister Cities International in order to open new dialogues with other cultures to find unique solutions to improving the quality of life of all citizens.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety..

Section 2. That the Mayor is hereby authorized to complete and submit the Membership Application attached hereto, as well as any and all other steps reasonably necessary to secure membership to Sister Cities International.

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

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

[INTENTIONALLY LEFT BLANK]

ADOPTED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois

this _____ day of _____ 2008, pursuant to a roll call vote, as follows:

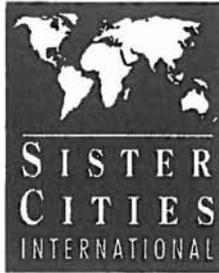
	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor of the City of Berwyn, Cook County, Illinois on this _____
day of _____ 2008.

Michael A. O'Connor
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK



2010 Membership Application

Annual Dues (\$US)

City/County Population	Dues	City/County Population	Dues	Non-Voting Members	Dues
More than 1,000,000	\$1,965	5,000- 10,000	\$250	Corporate	\$1,000
500,000- 1,000,000	\$1,665	Under 5,000	\$150	Nonprofit Organizations	\$600
300,000- 500,000	\$1,190			Embassy	\$500
100,000- 300,000	\$880	Other Voting Members		Individual	\$50
50,000- 100,000	\$680	State Governments	\$1,260		
25,000- 50,000	\$510	Municipal Associations	\$1,000		
10,000- 25,000	\$360	Global Members	\$140		

Membership Category

Please Print or Type

City County State Global Member Municipal Association Corporation Embassy Individual

City _____ County _____ State _____

Country _____ Population _____

Corporation Name _____ Individual Name _____ Date of Application _____

Member Information

Primary Contact Name _____ Title _____

Organization _____

Address _____ City _____ State _____ Zip _____

Country _____ Phone _____ Fax _____

E-mail address _____

Please list any existing sister city/county/state relationships:

Billing Information (if different from member information)

Billing Contact _____ Title _____

Organization _____

Address _____ City _____ State _____ Zip _____

Country _____ Phone _____ Fax _____

E-mail address _____

Payment Method: Check (Make payable to Sister Cities International) Visa Mastercard American Express

Card No. _____ Expiration Date _____ CC Security Code _____

Cardholder Name _____ Cardholder Signature _____

The City of Berwyn



Theodore J. Polashek
6th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6406 Fax: (708) 788-2675
www.berwyn-il.gov

May 20, 2010

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

Re: Approval of Handicap sign for 1909 Elmwood Ave.

Ladies and Gentlemen:

With the further reviewing of this file I do approve of this location to have a handicap sign.

Respectfully,


Theodore J. Polashek
6th Ward Alderman

The City of Berwyn



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

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

May 12, 2010

George Panos
1909 S. Elmwood Ave.
Berwyn, Illinois 60402

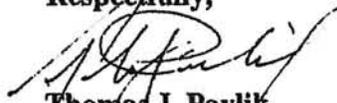
**RE: Handicapped Sign
Request No. 657**

Dear Mr. Panos:

On May 11, 2010; the Berwyn City Council Denied your request for a Handicapped Sign to be erected in the city parkway at 1909 S. Elmwood Ave.

If you have any questions, please don't hesitate to contact us.

Respectfully,



Thomas J. Pavlik
City Clerk

cc: **Parking Division
Public Works Dept.
Alderman-Polashek
File**

K-10
The City of Berwyn



Theodore J.
Polashek

21

DATE MAY 11 2010

DISPOSITION

Deny

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 748-6406
www.berwyn-il.gov

Fax: (708) 788-2875

May 4, 2010

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 657 - George Panos
1909 S. Elmwood Ave.

Mayor and City Council Members:

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

Respectfully,

Theodore Polashek
6th Ward Alderman

Berwyn
Police Department

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

 ORIGINAL

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

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

DATE: MARCH 12, 2010

RE: HANDICAPPED SIGN FOR: GEORGE PANOS #657

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

1909 S. ELMWOOD AVE.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN POLASHEK

Berwyn Police Department

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

 ORIGINAL

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: March 12, 2010

Application: 657

Name of Applicant: George Panos

Address: 1909 S. Elmwood Ave. Berwyn, IL. 60402

Telephone:

Nature of Disability:

CITY OF BERWYN
CLERK
2010 MAR 12 P 12:2

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number:10-02902		

Recommendation: APPROVE DENY

Reporting Officer: S.Diaz#180

Comments: Mr. Panos related that he would only be residing at this address temporarily.

Alderman: Polashuk

Ward:

Berwyn Police Department

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

Incident#: 10-02902

STATION COMPLAINT UCR

9041 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

03/08/2010 14:31

TIME OF OCCURRENCE

03/08/2010 14:31

DESCRIPTION

Applicant File

RELATED CAD

C10-011107

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

1909 S ELMWOOD AV #1ST BERWYN, IL 60402

STATUS CODE

INCIDENT

10-02902

HOW RECEIVED

Telephone

STATUS DATE

INVOLVED ENTITIES

NAME

Panos, George

SEX

M

RACE

White, Caucasian

DOB

AGE

73

ADDRESS

1909 S Elmwood AV 2 Berwyn, IL 60402

HGT

WGT

HAIR

EYES

PHONE

UCR

TYPE

RELATED EVENT

INVOLVED VEHICLES

VEH/PLATE

STATE

IL

TYPE

Sedan, 4-door

INVOLVEMENT

VIN

1G3EJ56HOYN138816

YEAR

2000

MAKE

Chrysler

MODEL

Sebring

COLOR

Purple

COMMENTS

NARRATIVES

PRIMARY NARRATIVE

In summary:

George Panos resides at 1908 S. Elmwood Ave. Berwyn, IL. 60402 suffers from which partially limits his daily physical activity. George is requesting handicapped signs to be placed in front of his residence due to limited parking availability. George finds it difficult to walk long distances when he must park far from home. There is a driveway and garage on the premises both are utilized by the landlord. George currently rents at this residence and related that he will soon be leaving. George does not utilize any medical device listed on the interview form to assist him. Also at the time of the interview George did not allow officer into residence to conduct investigation.

George Panos meets the state requirements for being handicapped, and meets the city requirements for being handicapped.

For above listed reasons or until further investigation, this officer feels that this application should be considered as denied at this time.

REPORTING OFFICER

DE LEON, CARLOS

STAR

PE4

REVIEWER

STAR



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: GEORGE PANOS

Applicant Address: 1909 ELMWOOD UNIT #2

Applicant Phone #: _____

Applicant D/L #: _____ -O.B. _____

Vehicle Make: 2000 CHRYSLER

Vehicle Color: BURG

License Plate #: _____

Handicapped Placard #: BA 16021

Does Applicant Use:

Wheelchair No Walker No Cane No Oxygen No

Parking Availability:

Driveway YES Garage YES On Street YES Off Street No

Notes: GEORGE PANOS IS REQUESTING HANDICAPPED SIGNS TO BE PLACED IN FRONT OF THE RESIDENCE THAT HE RENTS. ON STREET PARKING IS LIMITED AND GARAGE/DRIVEWAY IS UTILIZED BY LANDLORDS. OWNER CONSENT LETTER WAS REQUESTED AND MR. PANOS WAS TOLD TO DELIVER IT TO POLICE STATION.

APPLICANT INTERVIEW

Date: <u>03/28/10</u>	Time: <u>1318</u>	Results: <u>DENIED (RECOMMENDATION)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

10-02902

Completion Date: 03/12/10

Application Number:

657

Logged in Book: 03/12/10

The City of Berwyn



Robert J. Lovero
Mayor

1-3

A Century of Progress with Pride

Proclamation

WHEREAS, after tirelessly serving the South Berwyn School District 100 community for ten years as the Coordinator of Bilingual Programs & Services, Ms. Lucy Barahona has announced her retirement at the end of the 2009 - 2010 school year; and

WHEREAS, during her tenure, Ms. Barahona set the proper foundations for the District 100 Bilingual Program to function in the most effective capacity and according to state standards; and

WHEREAS, Ms. Barahona promoted the best of the Hispanic culture, language and traditions, and, implemented the highly successful annual "Cinco de Mayo" and "Mother's Day" Celebrations as well as the District 100 Hispanic Heritage Month Art and Essay Contests; and

WHEREAS, Ms. Barahona served as the advocate for the District 100 Bilingual Parent Advisory Board, helping to bridge communication between District 100 School Board and Administrators, the parents of District 100, and the Berwyn community in general; and

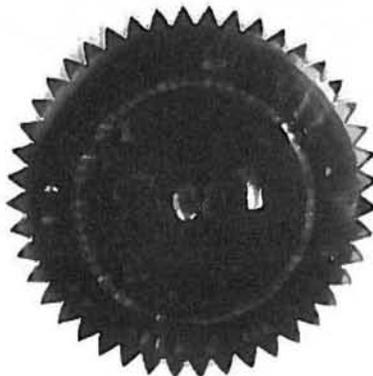
WHEREAS, Ms. Barahona actively participated and collaborated with many local and metropolitan area organizations including the Berwyn United Committee, Berwyn Hispanic Organization, Berwyn C.A.R.E.S., Morton Area Planning Committee, and, the University of Notre Dame Institute for Latino Studies.

NOW, THEREFORE, BE IT RESOLVED that I, Robert J. Lovero, Mayor of Berwyn, proclaim May 26, 2010, as **Lucy Barahona Day** in Berwyn and together with the citizens of Berwyn thank Ms. Barahona for her superior service, dedication and commitment to Berwyn, its children and families and wish her best wishes in her future endeavors.

Entered upon the records of the City of Berwyn this 25th day of May, 2010.

Robert J. Lovero

Robert J. Lovero
Mayor



Thomas J. Pavlik

Thomas J. Pavlik
City Clerk



J. Staff Reports

The City of Berwyn



Anthony T. Bertuca
City Attorney

51

A Century of Progress with Pride

May 25, 2010

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

Re: 09WC08478

Dear Mr. Pavlik:

Please put this item on the May, 25 2010 agenda, authorizing the settlement of the above referenced matter for the total of \$60,000.00, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca
City Attorney

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

May 25, 2010

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

Re: 07C3657

Dear Mr. Pavlik:

Please put this item on the May, 25 2010 agenda, authorizing the settlement of the above referenced matter for the total of \$52,500.00, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca
City Attorney

The City of Berwyn

J-3



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

May 25, 2010

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

Re: Ordinance Amending Chapter 801, Section 801.13 of the Codified Ordinances
of the City of Berwyn to Reflect the Fee Changes Approved by The Berwyn City Council
for Business License Fees for Contractors and Building Tradesmen.

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. The fee changes were all previously approved by this Council. The Law Department is requesting your concurrence in the approval of this Ordinance.

Respectfully Submitted,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

The City of Berwyn

J 4



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

May 25, 2010

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

Re: Ordinance Amending Chapter 801, Section 801.13 of the Codified Ordinances
of the City of Berwyn to Reflect the Fee Changes Approved by The Berwyn City Council

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. The fee changes were all previously approved by this Council. The Law Department is requesting your concurrence in the approval of this Ordinance.

Anthony T. Bertuca

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

The City of Berwyn

JS



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

May 25, 2010

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

Re: Amendments to Licensing
Ordinance – Chapter 462.05
License Fees

Ladies and Gentlemen:

The attached Ordinance amends Chapter 462 section 462.05 – License Fees – to adopt the fee increases which were approved by this Council.

It is the recommendation of the Law Department that this Amended Ordinance be adopted.

Respectfully submitted,

Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN

THE CITY OF BERWYN, ILLINOIS

ORDINANCE

NUMBER

**AN ORDINANCE AMENDING CHAPTER 462.05 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN , COOK COUNTY,
ILLINOIS, REGARDING LICENSE FEES**

ROBERT J. LOVERO, Mayor

THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN

JEFFREY G. BOYAJIAN

MARGARET PAUL

MICHELE D. SKRYD

CESAR A. SANTOY

THEODORE J. POLASHEK

RAFAEL AVILA

NORA LAURETO

Aldermen

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 462.05 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN , COOK COUNTY, ILLINOIS, REGARDING LICENSE FEES

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the “Corporate Authorities”) have adopted a License Fee Ordinance, which has been amended from time to time; and

WHEREAS, the Corporate Authorities desire to increase the license fees as set forth below; and

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

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

SECTION 1: That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

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

§ 462.05 LICENSE FEES.

For the license issued under this chapter, a fee shall be paid annually, as follows:

(A) *Motorcycles and passenger vehicles.*

Motor bicycles or motor tricycles	\$40
Z - all passenger automobiles, including ambulances and hearses	\$40
DV - disabled veterans' vehicles	No fee
W - handicapped persons' vehicles	\$35
CV - school and church buses	No fee
M - municipally owned vehicles	No fee
SC - passenger automobiles, not including ambulances and hearses, the owners of which are residents of the city and not less than 65 years of age (only one vehicle to an owner, with a maximum of two vehicles in each family shall be eligible for classification as a senior citizen passenger automobile) (<u>\$0 for 1st car registered at residence and regular price of z license for all other vehicles registered to the same residence</u>)	No fee
XPOW - vehicles owned by ex-prisoners of war	No fee

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

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

INTENTIONALLY LEFT BLANK

ADOPTED this ____ day of May 2010, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on May _____, 2010.

Robert J. Lovero

MAYOR

ATTEST:

Thomas J. Pavlik

CITY CLERK

The City of Berwyn



Brian L. Pabst
City Administrator

A Century of Progress with Pride

May 25, 2010

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

Re: Berwyn Public Library – Chiller (air conditioner) Replacement Engineering Services Contract

Dear Mayor and City Council,

At the March 9, 2010 council meeting, the Berwyn City Council approved my recommendation regarding a priority list as it relates to the use of grant monies from the Energy Efficient Conservation Block Grant. At that time, the council concurred that the air conditioning system is considered a top priority.

If approved, Novotny & Associates (contracted City Engineer) will prepare the civil design documents, bid specs, and all necessary documents along with managing the construction project for the chiller / AC replacement. Attached is the engineering services agreement which covers engineering design and construction engineering services for the project. Due to the complexity of the project, I had asked that the Engineering Agreement state the hourly wages rather than to try to accurately forecast total project costs. Even though this initiative involves grant monies already approved, I thought it necessary to update the council regarding this important project.

We placed \$88,000 in the 2010 budget for library upgrades to be used for this purpose. However, according to our federal grant administrator in Tennessee, it is possible that we may be reimbursed for costs associated with the design and engineering aspect for this project.

Recommendation: Approval by the Council of the attached contract with Novotny & Associates.

Respectfully,

Brian Pabst
City Administrator

OWNER:	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING SERVICES FOR ENGINEERING DESIGN AND CONSTRUCTION ENGINEERING	C O N S U L T A N T	ENGINEER:
City of Berwyn				Frank Novotny & Associates, Inc.
Address:				Address:
6700 West 26 th Street				825 Midway Drive
City:				City:
Berwyn, Illinois 60402				Willowbrook
Project No.:				State: Zip:
10103				Illinois 60527

THIS AGREEMENT, made and entered into this _____ day of **May, 2010**, by and between **FRANK NOVOTNY & ASSOCIATES, INC.**, whose address is 825 Midway Drive, Willowbrook, Illinois, 60527, hereinafter called the "**ENGINEER**", and the **CITY OF BERWYN**, 6700 West 26th Street, Berwyn, Illinois 60402, hereinafter called the "**OWNER**", covers certain professional Engineering services in connection with the proposed improvement designated as *Berwyn Public Library-Chiller Replacement*, which scope of construction work consists of the replacement of the air conditioner chiller unit.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

- I. To perform or be responsible for the performance of the following Engineering Services for the Owner in connection with the proposed improvement hereinbefore described:
 - a. Make such site visitation as are necessary for the preparation of detailed Plans.
 - b. Make complete general and detailed Plans, Special Provisions, Proposals, and Estimates of Probable Cost, and furnish the Owner 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 Owner by the Engineer at his actual cost for reproduction.
 - c. Submit Plans and Specifications to the regulatory agencies for routine permits and/or approvals not noted above.
 - d. Assist the Owner in the tabulation and interpretation of the Contractors' proposals.
 - e. Furnish construction observation. Construction observation shall include:

1. Consultation on interpretation of Plans and Specifications and any changes under consideration as construction proceeds.
2. Periodical job-site observation by the Engineer, or his representatives, as construction progresses.
3. Overseeing the testing of the air conditioning equipment to determine whether the completed project meets the requirements as outlined in the Specifications.
4. Preparing and/or checking all payment estimates, change orders, records, and reports required by the Owner or governmental agencies. Engineer shall attempt to submit the Contractor's Mechanics Lien Waivers and Sworn Statements with any payment recommendation; however, if such are not provided, then the payment recommendation shall be conditioned upon their receipt.
5. Periodic observation of the Contractor's operations to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will organize and keep the project records. Engineer shall attempt to provide written notice to Owner of Contractor's failure to carry out the work in substantial accordance with the Contract Documents, of which Engineer has actual notice, and of the corrective action required to remedy same.
6. Reviewing all shop and working drawings for the purpose of checking for conformance with information given and the design concept.

II. 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 generally accepted standards of design professionals performing such engineering services; it being understood that all such reports, plats, Plans and drafts, shall before being finally accepted, be subject to approval by the Owner.

III. To attend conferences to be held at the request of the Owner in addition to normal visits for observation purposes, and visit the site and review the work at any reasonable time when requested to do so by the Owner.

IV. That 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 Owner without cost and without restriction or limitation as to their use.

V. In the event Plans or Specifications are found to be in error during construction of the PROJECT due to the negligence or willful misconduct of the Engineer, and revisions of the plans or specifications are necessary, the Engineer agrees that he will perform such work without expense to the Owner 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.

VI. To make such changes in working Plans, as may be required after the award of the construction Contract and during the construction of the improvement.

VII. That all Plans and Specifications and other documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

VIII. The Engineer will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. The Engineer shall name the Owner as "Additional Insured" on the Engineer's General Liability policy.

THE OWNER AGREES,

I. To pay for the services stipulated in Paragraph I-a, b, c, d and e, and II through VIII of "THE ENGINEER AGREES", a sum of money:

Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to the Engineer for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$142.00 - \$149.00
Project Manager	\$106.00 - \$136.00
Project Engineer	\$100.00 - \$110.00
Senior Technician	\$108.00 - \$140.00
CAD Technician	\$ 94.00 - \$100.00
Technical Assistant	\$ 40.00 - \$ 65.00

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

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 December 31, 2010. In event the services of the Engineer extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of the Engineer that are in effect at that time.

II. The Owner agrees to allow the Engineer to sublet all of the services provided under Paragraphs I-a and b of "THE ENGINEER AGREES". The Owner will pay the actual cost to the Engineer, plus 5%. The Cost to Engineer is to be verified by furnishing the Owner copies of paid invoices from the party doing the work.

III. 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 preliminary design criteria, preliminary Plan layout and rough Estimates of Probable Cost based upon these Plans.
- b. Upon award of the Contract for the improvement by the Owner.
- c. Periodically as the construction of the improvement progresses.

- d. Upon completion of all final reports required by the Owner and acceptance of the improvement, one hundred percent (100%) of the total fees due under this Agreement, less any previous payments.

Partial payments, not to exceed ninety percent (90%) of the amount earned, may be made from time to time as the work progresses.

IV. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in Paragraphs I-a and I-b, and prior to the completion of such services, the Owner shall reimburse the Engineer an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement.

V. That should the Owner require changes in any of the detailed Plans, Specifications or estimates (except for those required pursuant to Paragraph V of "THE ENGINEER AGREES") after they have been approved by the Owner, the Owner will pay the Engineer for such changes at the hourly rates noted in Paragraph I of the above, and for his sublet expenses as noted in Part II 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.

VI. That, should the completion of the improvement extend beyond the time limit given in the construction contract, the Owner will pay the Engineer, in addition to the fees provided herein, his cost incurred beyond such time limit - at the hourly rates noted in Section I above, and or his sublet expenses as noted in Part II above.

VII. That, the Engineer makes no warranties, either expressed or implied, in connection with this Agreement or the services provided thereunder, and shall not be responsible for the Contractor's or subcontractors means, methods, techniques, sequences or procedures, timely performance, safety programs and precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under the Contract documents; and that the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner provided that the Engineer has properly executed his duties. The Engineer shall not be responsible for the failure of the Owner, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning this project.

VIII. That, since the Engineer has no control over the cost of labor, material and equipment, the estimate of probable construction cost is not a guarantee of actual construction cost, but is the Engineer's professional opinion as to the probable cost of construction at the time of preparation of the estimate.

IX. That should the Owner require the Engineer to purchase insurance over and above the coverage normally carried by the Engineer and noted in Part VIII of the "ENGINEER AGREES", or require that the Owner be named as an "additional insured" on the Engineer's policy, the Owner will reimburse the Engineer at his actual invoice cost for the additional insurance coverage requested.

IT IS MUTUALLY AGREED,

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by the Owner 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 Owner all drawings, Specifications, partial and completed estimates and data with the understanding that all such material becomes the property of the Owner. Owner acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated or the Contract for Construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Engineer shall be paid for services completed and services partially completed, plus all reimbursable payments then due.

EXECUTED BY THE OWNER, this _____ day of May, 2010.

CITY OF BERWYN
6700 WEST 26TH STREET
BERWYN, ILLINOIS 60402

By: _____

Printed
Name/Title: Robert J. Lovero, Mayor

ATTEST:

By: _____

Printed
Name/Title: Thomas J. Pavlik, Clerk

S E A L

EXECUTED BY THE ENGINEER, this _____ day of May, 2010.

FRANK NOVOTNY & ASSOCIATES, INC.
825 MIDWAY DRIVE
WILLOWBROOK, ILLINOIS 60527

By: _____

Printed
Name/Title: James L. Cainkar, President

ATTEST:

By: _____

Printed
Name/Title: John E. Fitzgerald, Secretary

(S E A L)

The City of Berwyn



John Wysocki
Finance Director

J-9

A Century of Progress with Pride

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

To: Mayor Robert J. Lovero and City Council

From: John Wysocki *John Wysocki*

Date: May 20, 2010

Subject: Line of Credit Draw

Based upon the recommendation of and discussions with our financial advisor, staff recommends that the City draw down \$1 million of our line of credit with Citizens Bank for the purpose of paying a portion of the \$2,119,870.61 of interest payments due June 1, 2010 on our bonds. There is currently no outstanding balance on our line of credit.

Using the line of credit to pay some of the upcoming debt service payments will allow us to include the \$1 million balance that would be outstanding in the bond refunding that is scheduled for later in 2010. In other words, we would be able to increase the bond issue by \$1 million to pay off the line of credit balance. In this way, we will have available an extra \$1 million to meet our operating needs.

Considering the fact that the State has been late in remitting the municipal share of state income tax (we are still waiting for last December's allocation) and it is likely that the second installment of property taxes may be delayed, having the extra cash available later in the year could be critical.

I ask that you approve the attached resolution permitting me to draw \$1 million on our line of credit. Thank you.

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER

RESOLUTION OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
APPROVING A DRAW ON THE UNSECURED REVOLVING LINE OF
CREDIT WITH
CITIZENS BANK

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on __/__/10

RESOLUTION No. _____

**RESOLUTION OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
DECLARING THE INTENTION OF THE CITY COUNCIL TO APPROVE THE
BORROWING AND DRAWING OF FUNDS FROM THE UNSECURED REVOLVING
LINE OF CREDIT WITH
CITIZENS BANK**

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

WHEREAS, The City provides many services to its residents including, but not limited to, police protection; fire protection; provision of water; maintenance of streets and sidewalks; garbage collection; business regulation; and, zoning protections; just to name a few; and

WHEREAS, the City has interest payments of \$2,119,870.61 due June 1, 2010 relating to debt incurred to provide such services to its citizens; and

WHEREAS, the City intends to issue bonds later in 2010 to refund a portion of these payments into long term debt; and

WHEREAS, the City cannot issue the bonds before the payment is due, and

WHEREAS, it is in the best interest of the citizens of the City that the City Council undertake the approval of the use of the revolving line of credit to meet its debt service obligation until the bonds can be issued; and

WHEREAS, having an unsecured revolving line of credit allows the City to draw amounts to temporarily fund these debt service payments; and

WHEREAS, all proposed draws from said account should be timely presented to Council for approval by resolution by the Finance Director; and

WHEREAS, on July 14, 2009 the Berwyn City Council passed Ordinance No. 09-26, which was signed by the Mayor

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Berwyn, Cook County, Illinois, pursuant to its home rule authority as follows:

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

Section 2. The Berwyn City Council through this Resolution hereby authorizes the Finance Director of the City of Berwyn to borrow and draw \$1,000,000 from the Unsecured Revolving Line of Credit with Citizens Bank.

Sections 3. This Resolution shall take effect immediately upon its adoption. This Resolution was adopted by the City Council of the City of Berwyn and deposited with the Office of the City Clerk this ____ day of May, 2010, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on _____, 2010.

 Robert J. Lovero
 MAYOR

Thomas J. Pavlik
 CITY CLERK

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

May 20, 2010

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

Re: Permission to Bid
Enclosed Cab Diesel Powered Air Sweeper

The City of Berwyn Public Works Department is requesting permission to seek proposals for an *Enclosed Cab Diesel Powered Air Sweeper*. This sweeper will be used to maintain the parking deck and assist with cleaning efforts on sidewalks and after special events. After the completion and opening of the parking deck, staff discussed the ability to clean and maintain this structure. In order to sweep all levels of the parking deck, this piece of equipment must not be any taller than 6' 10" to provide proper overhead clearance. This unit must be able to be operated in inclement weather conditions and not create a large amount of dust while operating. In addition, the unit will also be used to sweep certain sidewalks in the various business districts to provide a cleaner and more appealing shopping experience. This piece of equipment is budgeted within the 2007 Bond.

The Request for Proposal (RFP) will be due by 3:00 p.m. on Tuesday June 8th and opened at the City Council meeting that evening. The proposals will be evaluated and a recommendation will be presented to City Council for award at the June 22, 2010 meeting.

Respectfully,

Robert Schiller
Director of Public Works

SECTION I REQUEST FOR PROPOSAL

PURCHASE OF AN ENCLOSED DIESEL POWERED AIR SWEEPER

NOTICE TO PROPOSERS: Sealed proposals will be received at the Office of the City Clerk, until the time and date specified below for:

PURCHASE OF AN ENCLOSED DIESEL POWERED AIR SWEEPER

RFP packets are available at the City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402 and at the City of Berwyn website: www.berwyn-il.gov.

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402, on or before 3:00 p.m., on June 8, 2010. Proposals shall be sealed and clearly marked on the front **"Proposal for Enclosed Diesel Powered Air Sweeper."** **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS ARE DUE NO LATER THAN: 3:00 p.m. on June 8, 2010. Proposers shall submit four (4) copies of their proposal. Bids will be opened and read aloud at 8:00 pm during the June 8, 2010 City Council meeting.

The City of Berwyn is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Berwyn, or any other means of delivery employed by the bidder. Similarly, the City of Berwyn is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted no later than June 7, 2010 by e-mailing the following City Representative:

Robert Schiller
Public Works Director
rschiller@berwynlibrary.net
(708) 749-6510

INDEX:

Section I	Request for Proposals
Section II	Specific Conditions and Instructions to this Proposal
Section III	General Conditions and Instructions to Proposers
Section IV	Company References
Section V	Company Information & Signature Sheet

SECTION II SPECIFIC CONDITIONS AND INSTRUCTIONS FOR THIS PROPOSAL

A. SCOPE:

The City of Berwyn is soliciting proposals from qualified professional firms to provide an enclosed cab diesel powered air sweeper for Berwyn's Department of Public Works. Specifications for the enclosed cab diesel powered air sweeper are found in **Attachment A** which must be filled out completely by the Proposer.

B. PROPOSAL REQUIREMENTS:

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the bidder must e-mail the Public Works Director no later than June 7, 2010.
2. Bidders are expected to be fully informed as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a firm implies the firm's acceptance of the terms and conditions herein, unless otherwise stated.
3. The Proposer is responsible for all costs related to the preparation of this proposal.
4. Any cost associated with the delivery and installation of the commodity (enclosed cab diesel powered sweeper) not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
5. The format of the firm's proposal must be consistent with the format of the specifications listed.
6. Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed contract.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. All proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City of Berwyn in the amount of five thousand dollars (\$5,000) as a guarantee that if the Proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.
9. The City of Berwyn is in no way restricted from ordering enclosed cab diesel powered air sweepers from other vendors as needed.
10. This proposal must be summarized in letter form on the vendor's letterhead stationary. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.
11. A complete description and specifications of the enclosed cab diesel powered air sweeper as required in Attachment A. This price should include the product, shipping, and assembly of the sweeper.

12. At least (3) references from companies or agencies that have utilized services from your company. The company's name and address, a contact name, title and phone number must be included with the reference information (Section IV).
13. A completed and signed Company Information & Signature Sheet (Section V).

NOTE: Proposers need to submit the required information listed in the 'Proposal Requirements'. The City of Berwyn reserves the right to reject proposals that the City of Berwyn considers incomplete due to the omission of the required information.

C. GENERAL REQUIREMENTS:

1. Professional workmanship shall meet or exceed existing industry standards.
2. Unless otherwise specified, the firm shall unconditionally guarantee the materials and workmanship of the enclosed cab diesel powered air sweeper. If any defects or signs of deterioration are noted which in the City of Berwyn's opinion are due to faulty workmanship or material, the vendor upon notification and at his/her expense, shall replace the enclosed cab diesel powered air sweeper (within (7) business days) to the complete satisfaction of the City of Berwyn. The replacement of the enclosed cab diesel powered air sweeper shall be made only at such time as shall be designated by the City of Berwyn as least detrimental to the operation of the City of Berwyn's business.
3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced in Section II., A Scope.
4. Failure of the vendor to provide commodities (enclosed cab diesel powered sweeper) within the time specified, unless extended in writing by the City of Berwyn, or failure to replace rejected commodities when so directed by the City of Berwyn shall constitute delivery failure. When such failure occurs, the City of Berwyn reserves the right to cancel or adjust the contract; whichever is in the best interest of the City of Berwyn. In either event, the City of Berwyn may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered. On all such purchases, the vendor shall reimburse the City of Berwyn, within reasonable time specified by the City of Berwyn for any expense incurred; if not cancelled, such purchases shall be deducted from the contract quantities. The City of Berwyn reserves the right to not accept commodities which do not meet the specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City of Berwyn.
5. The Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the Vendor shall bear all risk for rejected commodities after written notice of rejection. Rejected commodities shall be replaced by and at the expense of the Vendor after written notification of rejection.

Upon Vendor's failure to replace commodities within seven (7) working days after the date of notification, the City of Berwyn may return the rejected commodities to the Vendor at the Vendor's risk and expense, or the City of Berwyn may dispose of them as its own property.

6. Final inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable time after delivery, but failure to inspect or reject

commodities shall not impose liability on the City of Berwyn if such commodities are not in accordance with the specification. All commodities delivered to the City of Berwyn shall be accepted subject to inspection and physical count.

D. CONTRACT AWARD:

1. The Vendor's proposal must be complete to be considered for award.
2. The City of Berwyn reserves the right to qualify, accept or reject any or all vendors and accept any proposal deemed to be in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, delivery time, the proposed enclosed cab diesel powered air sweeper, warranty/product, reliability and functionality, product availability, references, delivery time, and special pricing.
4. Award, if made, shall be in the form of a Purchase Order.
5. All prescriptions of the RFP shall be understood as a form of a signed contract.

E. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City of Berwyn's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The Public Works Director may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other offeror. The Public Works Director reserves the right to request the offeror to provide additional information during this process.

SECTION III
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions that follow apply to all proposals issued by the City of Berwyn, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City of Berwyn and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement, contract, or purchase order between the Proposer and the City of Berwyn.

“Proposal date” as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL**. Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, email, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to proposal.
2. **ADDRESSING OF PROPOSAL**. Unless otherwise specified, faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope clearly marked on the front with proposal number, name and due date, and unless otherwise specified, addressed to:

City Clerk's Office
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402
3. **PROPOSAL DEADLINE**. Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk on or before the local time and date specified. The City of Berwyn shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and dated specified on the Request for Proposal will not be opened and will not be considered for award.
4. **PROPOSALS BINDING 60 DAYS**. Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) days following proposal date, unless the Proposer, at the City of Berwyn's request agrees in writing to an extension.
5. **COMPETENCY OF PROPOSER**. No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City of Berwyn may be grounds for rejection. The Proposer must have not been suspended or debarred from doing business with the federal government. The Proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such evidence shall be presented within a specified time and to the satisfaction of the City of Berwyn.
6. **COLLUSIVE PROPOSING**. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a

proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

B. INSURANCE

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:

a. **Certificate of Insurance; Cancellation or Modification**

- (1) Before commencing work, the Proposer shall submit to the City of Berwyn for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period. The City must be listed on the Certificate of Insurance.
- (2) The Proposer shall notify the City of Berwyn in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- (3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

b. **Minimum Coverage**

(1) Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability		
	<u>Combined Single Limit</u>	
(1) Bodily Injury & Property Damage	\$1,000,000	

c. Worker’s Compensation Insurance as required by Illinois state law.

The City of Berwyn requires that the Contractor’s Insurance carrier be A rated or better by A.M. Best.

d. **Hold Harmless: Endorsement Required**

(1) The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney’s fees and court cost) resulting from, arising out of, or incurred by reason of any

claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this document.

- (2) Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.
- (3) Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission.) Any mention made herein of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.
2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City of Berwyn unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance, and test date, references and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City of Berwyn's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within an addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Addendums shall be issued by the City of Berwyn within a reasonable time prior to the proposal date.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City of Berwyn reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request re-submission. The

City of Berwyn also reserves the right to reject a proposal from a Proposer who investigation shows is not in a position to satisfactorily and timely perform the contract.

2. **SELECTION.** The City of Berwyn desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City of Berwyn that is fair and reasonable. The City of Berwyn may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City of Berwyn will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - Ability to provide the type and quality of service that best meets the needs of the City of Berwyn.
 - Organization, size, management and structure of the firm to provide service.
 - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
 - Satisfactory reference checks of clients on similar projects.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
 - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
 - If a reasonable doubt arises as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
 - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions between the City of Berwyn and the contractor selected to receive the award.

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City of Berwyn may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required product to best serve the needs of the City of Berwyn. Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City of Berwyn to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and conditions shall be

construed in the light most favorable to the City of Berwyn. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. **CONTRACT AWARD.** Upon the City of Berwyn's selection, between the City of Berwyn and Proposer on the work to be performed, a written award in the form of a purchase order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City of Berwyn; or if the Proposer's contract document is used, the City of Berwyn reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City of Berwyn.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City of Berwyn before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City of Berwyn's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variations in the terms of a contract shall be valid or binding upon the City of Berwyn unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City of Berwyn, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. **Extended** upon written authorization of the City of Berwyn and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City of Berwyn.
 - b. **Terminated** due to the default, as described below, or for no reason at all, as long as the City of Berwyn gives a written 30 day notice.
7. **DEFAULT.** The Contract may be cancelled or annulled by the City of Berwyn in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City of Berwyn reserves the right, but is not obligated to, extend the cure period or City Berwyn may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility.

8. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not and shall not be deemed to be, an agent or employee of the City of Berwyn, but shall be deemed an Independent Contractor.

Proposer further agrees to:

- a. Save the City of Berwyn, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by the city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City of Berwyn, State of Illinois and the Federal Government including the Prevailing Wage Act.

NON DISCRIMINATION. Proposer agrees to the following:

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

Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City of Berwyn.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within forty-five (45) calendar days from receipt of itemized invoice. Before the City of Berwyn will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. Submit invoice in duplicate to:

City of Berwyn
Finance Department
6700 West 26th Street
Berwyn, IL 60402
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a filing of claims. In all cases, regulations and limitation by the Federal Government.
4. **TAXES.** The City of Berwyn is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the City of Berwyn within the State of Illinois. The Finance Department shall provide a tax exemption certification to out-of-state taxes imposed

on purchases of commodities and/or services which are used within another state and are applicable and subject to payment.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

SECTION IV COMPANY REFERENCES

The vendor must complete the required reference information listed below. The vendor must provide at least three (3) references from companies or agencies that have used the services of his or her company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

1. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____

2. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____

3. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____

Note: Additional references may be included with the vendor's proposal.

SECTION V COMPANY INFORMATION & SIGNATURE SHEET

Vendors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and price list for the proposed Enclosed Cab Diesel Powered Air Sweeper required for this contract.

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to supply the services as described in the proposal documents at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Berwyn, and the City's Request for Proposal shall prevail.

The undersigned bidder certifies that this proposal is made in good faith and without collusion or connection with any other person or persons bidding on the project.

Delivery: Upon the signing of the contract between the City of Berwyn and chosen company, the vendor guarantees delivery of the proposed enclosed cab diesel powered air sweeper beginning July 1, 2010.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Website Address: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form:

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

ATTACHMENT A

Enclosed Cab Diesel Powered Air Sweeper Specifications

SPECIFICATION	COMPLY (Y/N)	COMMENTS
1. The unit shall be equipped with a single engine system with a minimum 40 horsepower diesel engine.		
2. The unit shall be equipped with front wheeled steering.		
3. The unit must not be able to be started with the propelling system engaged. Safeguards preventing this are required.		
4. The unit shall have a maximum height of 6.9".		
5. The front and rear fully independent suspension shall be a coil spring and shock absorber for each wheel.		
6. The turning radius curb to curb shall be 130 inches or less.		
7. The unit shall be equipped with all wheel drive.		
8. The unit shall be operated with the push of a single button for the sweeping mode or the transport mode.		
9. The sweeping mode turns on and lowers the brushes, lowers the suction head, turns on the vacuum, engages the water dust suppression.		
10. The unit shall be equipped with an additional independent water atomizer system for dust control that reduces the overall water consumption while sweeping. This shall be located over the pickup head in between the two front mounted brooms.		
11. The water atomizer system shall be able to be used independently or in conjunction with the sweeping brush water dust suppression system and will be located directly above the suction head to insure dust control.		
12. The unit shall have a cleaning path of up to 80" with two side brushes.		
13. The suction head shall be free floating.		
14. Vacuum tube shall automatically pickup in reverse.		
15. The side brushes shall be automatically self adjusting for wear.		
16. The unit shall be equipped with a minimum 1.25 cubic yard hopper.		
17. The hopper shall be constructed of stainless steel.		
18. The debris hopper shall have a water ejector system for removing wet liquids from the hopper. This shall be controlled from in the cab electronically and be able to be discharged directly into a sewer.		

19. Water spray system shall be included to control dust generated by the side brushes.		
20. The unit shall be equipped with a minimum 50 - Gallon plastic water spray tank.		
21. Dust generated by the main brush shall be controlled with a 3 stage filtration system.		
22. The unit shall be equipped with a stainless steel suction fan blade.		
23. The unit shall be equipped with a high capacity vacuum hose suitable for pick up of wet or dry debris.		
24. The hose inlet shall have a minimum 4 inch outside diameter.		
25. The unit shall be able to attain a top travel speed of at least 20 miles per hour and the speed of the unit during sweeping operations will be limited to a maximum of 8 miles per hour.)		
26. The unit shall be equipped with a cab equipped with the following features:		
• Heater/defroster /Air Conditioning		
• Heated Windshield		
• Power Steering with Height Adjustment		
• Turn signals (front and rear)		
• Audio Visual Back up alarm		
• Working Lights		
• Radio/CD player		
• Fully adjustable suspension seat with a seat belt		
• Suction Head Floor Window		
• Interior Cab Light		
27. The unit shall have a real time system monitor that informs the operator of machine conditions and possible equipment issues.		
28. The unit shall have a built in trouble shooting screen for mechanics to tell them what went wrong, so they can repair the problem quickly.		
29. The unit shall have a 30 day operation log that is downloadable onto a computer that provides insight into the actual operation and use of the machine.		
30. The unit shall be equipped with an additional hand pick up tube.		
31. The unit shall be equipped with a pressure washer. Handgun to be on retractable reel behind cab		
32. The unit shall be equipped with a full color reverse camera with an LCD monitor.		
33. The unit shall be equipped with a central greasing system that will lubricate key fittings.		
34. Training shall include detailed instruction on both operator and service personnel		
35. A copy of an operators training video shall be provided.		
36. Documentation including machine manuals (Book and CD), containing detailed		

troubleshooting information.		
37. Service response shall be within 24 hours of call. If repairs can not be made within 48 hours if the original call, a loaner unit will be supplied to the City at no cost for a minimum of 24 months after purchase.		
38. Warranty coverage shall be provided for a minimum of 24 months/4000 hours parts & 24 months labor from the date of delivery.		

Demonstration units are acceptable. Units must be 2009 or newer.

Model year of unit _____

Unit Hours _____

Price of Enclosed Cab Diesel Powered Air Sweeper (Includes product, shipping & any other added fees) \$ _____

Signature: _____

Name of Contact: _____

Company Address: _____

Company Contact: _____

Title of Contact: _____

Phone Number: _____

Date: _____



Denis O'Halloran
Fire Chief

Frank Simek
Assistant Fire Chief

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BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701
708.788.2660 ext 3281
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

May 21, 2010

Mayor Robert Lovero
Members of City Council

Re: 2010-2011 Assistance to Firefighters Regional Grant application
For MABAS Division 11 Firefighters

The Federal Emergency Management Agency has opened the up the application process of the Regional Assistance to Firefighters Gant (AFG) for 2010-2011. I am requesting permission to apply for a regional grant for MABAS Division 11.

This particular AFG grant is a regional grant for Berwyn and the surrounding communities. Each MABAS Division 11 town is going to apply for regional grants. Under FEMA rules The City of Berwyn can apply for one grant for our department, and one regional grant. I am requesting approval to submit a regional grant for an accountability system that can be used by individual departments and on multiple alarms, when Mutual Aid requests are made. This Grant also has a 20% share cost. The total cost for the Division 11 accountability system is \$152,915.00. The 20% share cost \$30,583.00. This 20% share cost would have to be paid for initially by the City of Berwyn, and would be reimbursed back to the City from the MABAS Division 11 budget. If the grant is awarded, this reimbursement from MABAS Division 11 would result in a zero cost factor to the City of Berwyn.

I am requesting approval to submit this MABAS Division 11 accountability system.

Respectfully submitted,

Denis O'Halloran
Fire Chief



Denis O'Halloran
Fire Chief

Frank Simek
Assistant Fire Chief

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BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701
708.788.2660 ext 3281
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

May 21, 2010

To: Mayor Robert Lovero
Members of City Council

Re: 2010-2011 Assistance to Firefighters Grant Application
For Berwyn Firefighting Structural firefighting turnout gear

The Federal Emergency Management Agency has opened up the application process for the Assistance to Firefighters Grant (AFG) for 2010/2011. I am requesting permission to apply for two separate grants. We have been successful in the past obtaining these grants saving the city from funding the needed equipment.

The first grant is for upgrading of Personnel Protective equipment, structural firefighting turn out gear for our Berwyn firefighters. Our current gear is aging and approaching the recommended NFPA replacement. We have estimates of repairing some of the current gear at a cost estimated to be \$30,000.00. If the grant application is successful, there is a 20% share of costs for the city of Berwyn. The estimated cost for the upgrade of structural firefighting turnout gear and a specialized washing machine for the gear is \$212,192.00 plus \$10,000.00 for the washing machine and installation. The total grant application cost \$222,192.00. The City's 20% share cost of the project would be \$44,438.00.

I am requesting approval to submit for the above grant application for the Berwyn Fire Department structural firefighting turnout gear. If we are successful in obtaining this grant, we will need to plan for this expense of \$44,438.40 in next year's budget process.

Respectfully submitted,

Denis O'Halloran
Fire Chief



K. Consent Agenda



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

May 20, 2010

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

SUBJECT: Payroll May 12, 2010

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the May 25, 2010 meeting.

Payroll: May ^{12,} 2010 in the amount of \$1,054,301.76.

Respectfully Submitted,

A handwritten signature in cursive script that reads 'Nona N. Chapman'.

Nona N. Chapman
Budget Committee Chairman



The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

May 20, 2010

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

SUBJECT: Payables May 25, 2010 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the May 25, 2010 meeting.

Total Payables: May 25, 2010 in the amount of \$658,878.38.

Respectfully Submitted,

Nona N. Chapman
Nona N. Chapman
Budget Committee Chairman

CITY of BERWYN

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7287	05/26/2010	Open			Accounts Payable	BLACKSTONE AUDIOBOOKS	\$340.95		
7288	05/26/2010	Open			Accounts Payable	BOB'S LAWN CARE	\$180.00		
7289	05/26/2010	Open			Accounts Payable	Brancado Landscaping	\$1,400.00		
7290	05/26/2010	Open			Accounts Payable	BRODART CO.	\$76.93		
7291	05/26/2010	Open			Accounts Payable	CARROT-TOP INDUSTRIES,INC.	\$937.45		
7292	05/26/2010	Open			Accounts Payable	CDW GOVERNMENT,INC.	\$2,284.38		
7293	05/26/2010	Open			Accounts Payable	Center Point Large Print	\$80.00		
7294	05/26/2010	Open			Accounts Payable	Cermak Animal Clinic	\$112.00		
7295	05/26/2010	Open			Accounts Payable	CHICAGO BADGE COMPANY	\$96.49		
7296	05/26/2010	Open			Accounts Payable	CHICAGO OFFICE TECHNOLOGY GROUP	\$254.05		
7297	05/26/2010	Open			Accounts Payable	Christopher & Dianne Gilhooly	\$1,475.00		
7298	05/26/2010	Open			Accounts Payable	CINTAS # 769	\$68.50		
7299	05/26/2010	Open			Accounts Payable	CITADEL	\$150.00		
7300	05/26/2010	Open			Accounts Payable	CITY of CHICAGO	\$275,115.00		
7301	05/26/2010	Open			Accounts Payable	CODEWORK,INC.	\$70.00		
7302	05/26/2010	Open			Accounts Payable	COMCAST CABLE	\$11.94		
7303	05/26/2010	Open			Accounts Payable	COMMUNICATION REVOLVING FUND	\$439.15		
7304	05/26/2010	Open			Accounts Payable	Complete Pump Service Co.Inc.	\$174.20		
7305	05/26/2010	Open			Accounts Payable	Connies Restaurant	\$1,285.00		
7306	05/26/2010	Open			Accounts Payable	CONSUMER REPORTS	\$14.49		
7307	05/26/2010	Open			Accounts Payable	Consumers' Checkbook	\$150.00		
7308	05/26/2010	Open			Accounts Payable	D.Z.CONSTRUCTION	\$1,475.00		
7309	05/26/2010	Open			Accounts Payable	Dell Marketing, LP	\$3,924.21		

CITY of BERWYN

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7310	05/26/2010	Open			Accounts Payable	DEMCO EDUCATIONAL CORP	\$143.51		
7311	05/26/2010	Open			Accounts Payable	Diamond Graphics, Inc.	\$2,390.00		
7312	05/26/2010	Open			Accounts Payable	DLW UMPS	\$1,300.00		
7313	05/26/2010	Open			Accounts Payable	DON MORRIS ARCHITECTS,P.C.	\$8,736.52		
7314	05/26/2010	Open			Accounts Payable	DONORS FORUM OF CHICAGO	\$185.00		
7315	05/26/2010	Open			Accounts Payable	DVA.COM	\$64.52		
7316	05/26/2010	Open			Accounts Payable	EMERGENCY MEDICAL PRODUCTS,INC.	\$2,166.16		
7317	05/26/2010	Open			Accounts Payable	EMSAR,INC	\$953.23		
7318	05/26/2010	Open			Accounts Payable	EUEE HAN	\$75.00		
7319	05/26/2010	Open			Accounts Payable	FEDERAL EXPRESS CORPORATION	\$40.77		
7320	05/26/2010	Open			Accounts Payable	Felco Vending, Inc.	\$282.50		
7321	05/26/2010	Open			Accounts Payable	FLASH ELECTRIC CO.	\$1,621.00		
7322	05/26/2010	Open			Accounts Payable	GEM BUSINESS FORMS, INC.	\$5,582.04		
7323	05/26/2010	Open			Accounts Payable	Goldstine,Skrodzki,Russian,Nemec & Hoff,LTD.	\$7,534.56		
7324	05/26/2010	Open			Accounts Payable	Great Lakes Automatic Door,Inc.	\$276.20		
7325	05/26/2010	Open			Accounts Payable	H-O-H CHEMICALS,INC.	\$4,350.00		
7326	05/26/2010	Open			Accounts Payable	HDC,INC.	\$410.00		
7327	05/26/2010	Open			Accounts Payable	HIGHSMITH COMPANY	\$46.84		
7328	05/26/2010	Open			Accounts Payable	HORIZON SCREENING	\$6,117.05		
7329	05/26/2010	Open			Accounts Payable	Identatronics, Inc.	\$141.33		
7330	05/26/2010	Open			Accounts Payable	ILLINOIS LIBRARY ASSOCIATION	\$350.00		
7331	05/26/2010	Open			Accounts Payable	ILLINOIS PAPER & COPIER CO.	\$18.00		
7332	05/26/2010	Open			Accounts Payable	Infinity Sign & Graphics	\$110.00		

CITY of BERWYN

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7333	05/26/2010	Open			Accounts Payable	INGRAM LIBRARY SERVICES	\$844.69		
7334	05/26/2010	Open			Accounts Payable	JACK'S RENTAL INC	\$130.65		
7335	05/26/2010	Open			Accounts Payable	James McDonnell	\$6,649.84		
7336	05/26/2010	Open			Accounts Payable	James Tadrowski	\$1,650.00		
7337	05/26/2010	Open			Accounts Payable	Jamie Jacobs	\$7.67		
7338	05/26/2010	Open			Accounts Payable	Jim Frank	\$129.57		
7339	05/26/2010	Open			Accounts Payable	Jose L.Gonzalez	\$2,800.00		
7340	05/26/2010	Open			Accounts Payable	Josephine Tucci	\$29.90		
7341	05/26/2010	Open			Accounts Payable	KDD OF ILLINOIS,LTD.	\$122.00		
7342	05/26/2010	Open			Accounts Payable	KEY EQUIPMENT FINANCE	\$2,053.80		
7343	05/26/2010	Open			Accounts Payable	KEY GOVERNMENT FINANCE,INC.	\$3,521.52		
7344	05/26/2010	Open			Accounts Payable	KUNZ & ASSOCIATES	\$8,000.00		
7345	05/26/2010	Open			Accounts Payable	LANDMARK AUDIOBOOKS	\$37.80		
7346	05/26/2010	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$66.00		
7347	05/26/2010	Open			Accounts Payable	Lawndale News	\$250.00		
7348	05/26/2010	Open			Accounts Payable	LEXISNEXIS	\$456.00		
7349	05/26/2010	Open			Accounts Payable	LITTLE VILLAGE PRINTING	\$260.60		
7350	05/26/2010	Open			Accounts Payable	Lori Thielen	\$56.88		
7351	05/26/2010	Open			Accounts Payable	M. K. SPORTS	\$2,178.00		
7352	05/26/2010	Open			Accounts Payable	M.C. DRYWALL FINISHERS,INC., ED MIJANGOS	\$510.00		
7353	05/26/2010	Open			Accounts Payable	MACNEAL PHY GRP [OCCMED]	\$835.00		
7354	05/26/2010	Open			Accounts Payable	MARK-IT CORP.	\$57,790.66		
7355	05/26/2010	Open			Accounts Payable	MARSHALL CAVENDISH	\$125.70		

CITY of BERWYN

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7356	05/26/2010	Open			Accounts Payable	MARTHA DUCHON	\$88.56		
7357	05/26/2010	Open			Accounts Payable	McDONALD MODULAR SOLUTIONS,INC.	\$190.00		
7358	05/26/2010	Open			Accounts Payable	McDONOUGH MECHANICAL SERVICES,INC.	\$1,741.01		
7359	05/26/2010	Open			Accounts Payable	MED Alliance Group, Inc.	\$689.11		
7360	05/26/2010	Open			Accounts Payable	MED-TECH RESOURCE,INC.	\$579.85		
7361	05/26/2010	Open			Accounts Payable	MEDICAL REIMBURSEMENT SERVICES,INC.	\$5,680.00		
7362	05/26/2010	Open			Accounts Payable	MENARDS	\$225.84		
7363	05/26/2010	Open			Accounts Payable	MENARDS	\$448.28		
7364	05/26/2010	Open			Accounts Payable	METRO MOTORS	\$598.50		
7365	05/26/2010	Open			Accounts Payable	Metropolitan Library System	\$8,053.65		
7366	05/26/2010	Open			Accounts Payable	Micro Center A/R	\$39.99		
7367	05/26/2010	Open			Accounts Payable	MIDWEST TAPE	\$919.60		
7368	05/26/2010	Open			Accounts Payable	MIKE & SONS	\$210.00		
7369	05/26/2010	Open			Accounts Payable	Mike Jiang	\$1,475.00		
7370	05/26/2010	Open			Accounts Payable	NAEIR	\$82.18		
7371	05/26/2010	Open			Accounts Payable	NATIONAL ASSOCIATION OF TOWN WATCH	\$39.40		
7372	05/26/2010	Open			Accounts Payable	New World Systems	\$1,998.04		
7373	05/26/2010	Open			Accounts Payable	NEXTEL COMMUNICATIONS	\$119.98		
7374	05/26/2010	Open			Accounts Payable	NICOR GAS	\$2,344.82		
7375	05/26/2010	Open			Accounts Payable	OAK LEYDEN DEVELOPMENT SERVICES	\$11,500.00		
7376	05/26/2010	Open			Accounts Payable	OFFICE DEPOT	\$54.04		
7377	05/26/2010	Open			Accounts Payable	OFFICE EQUIPMENT SALES	\$231.55		

CITY of BERWYN

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7378	05/26/2010	Open			Accounts Payable	Pav Custom Builders	\$17,575.00		
7379	05/26/2010	Open			Accounts Payable	PERSONALIZED AWARDS	\$1,037.36		
7380	05/26/2010	Open			Accounts Payable	PITNEY BOWES	\$2,313.00		
7381	05/26/2010	Open			Accounts Payable	PITNEY BOWES	\$150.75		
7382	05/26/2010	Open			Accounts Payable	PNC Equipment Finance	\$4,563.65		
7383	05/26/2010	Open			Accounts Payable	RANDOM HOUSE,INC.	\$319.37		
7384	05/26/2010	Open			Accounts Payable	Ranlan Properties,LLC	\$1,475.00		
7385	05/26/2010	Open			Accounts Payable	RAY O'HERRON CO.INC.	\$61.75		
7386	05/26/2010	Open			Accounts Payable	Robert Cottle	\$1,600.00		
7387	05/26/2010	Open			Accounts Payable	ROCKY MOUNTAIN TRACKING,INC.	\$28.65		
7388	05/26/2010	Open			Accounts Payable	ROMEOVILLE FIRE ACADEMY	\$870.00		
7389	05/26/2010	Open			Accounts Payable	ROSCOE COMPANY	\$141.82		
7390	05/26/2010	Open			Accounts Payable	Secretary of State	\$194.00		
7391	05/26/2010	Open			Accounts Payable	SEGUIN SERVICES,INC.	\$25,247.50		
7392	05/26/2010	Open			Accounts Payable	SENSUS METERING SYSTEMS	\$1,320.00		
7393	05/26/2010	Open			Accounts Payable	SHOESTRING BUSINESS MARKETING	\$1,062.50		
7394	05/26/2010	Open			Accounts Payable	Showcases	\$286.20		
7395	05/26/2010	Open			Accounts Payable	SIKICH LLP	\$17,000.00		
7396	05/26/2010	Open			Accounts Payable	SPORTSFIELDS, INC.	\$1,329.80		
7397	05/26/2010	Open			Accounts Payable	SPRINT	\$1,114.91		
7398	05/26/2010	Open			Accounts Payable	SUBURBAN DOOR CHECK & LOCK SERVICE	\$125.40		
7399	05/26/2010	Open			Accounts Payable	SUBURBAN LIFE PUBLICATIONS	\$670.86		
7400	05/26/2010	Open			Accounts Payable	Sunbelt Rentals	\$1,047.60		

CITY of BERWYN

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7401	05/26/2010	Open			Accounts Payable	TAMMY CLAUSEN	\$148.67		
7402	05/26/2010	Open			Accounts Payable	TARGET AUTO PARTS	\$88.06		
7403	05/26/2010	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$73.81		
7404	05/26/2010	Open			Accounts Payable	The Chicago Police Department	\$8,640.00		
7405	05/26/2010	Open			Accounts Payable	THE GALE GROUP	\$974.94		
7406	05/26/2010	Open			Accounts Payable	THE LIBRARY STORE	\$315.07		
7407	05/26/2010	Open			Accounts Payable	THIRD MILLENNIUM ASSOCIATES, INC.	\$14,833.62		
7408	05/26/2010	Open			Accounts Payable	Timothy & Shewei Zhou-Cassidy	\$1,475.00		
7409	05/26/2010	Open			Accounts Payable	TOTAL PARKING SOLUTIONS, INC.	\$10,675.00		
7410	05/26/2010	Open			Accounts Payable	Town of Cicero, Animal Welfare Dept.	\$145.25		
7411	05/26/2010	Open			Accounts Payable	TRIPLE M MECHANICAL INC.	\$1,478.00		
7412	05/26/2010	Open			Accounts Payable	U.S. Cellular	\$663.05		
7413	05/26/2010	Open			Accounts Payable	UNIQUE MANAGEMENT SERVICES, INC.	\$134.25		
7414	05/26/2010	Open			Accounts Payable	UPSTART INC	\$269.55		
7415	05/26/2010	Open			Accounts Payable	US GAS	\$367.60		
7416	05/26/2010	Open			Accounts Payable	VOLTEXX, INC.	\$759.26		
7417	05/26/2010	Open			Accounts Payable	WALGREENS CO.	\$93.17		
7418	05/26/2010	Open			Accounts Payable	Warehouse Direct	\$98.60		
7419	05/26/2010	Open			Accounts Payable	WEST SUBURBAN SENIOR SERVICES	\$723.75		
7420	05/26/2010	Open			Accounts Payable	ZOLL MEDICAL CORPORATION	\$16,599.80		
7421	05/26/2010	Open			Accounts Payable	AIRGAS NORTH CENTRAL	\$198.83		
7422	05/26/2010	Open			Accounts Payable	ALLIED ASPHALT	\$572.90		
7423	05/26/2010	Open			Accounts Payable	Brancado Landscaping	\$1,853.12		

CITY of BERWYN

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7424	05/26/2010	Open			Accounts Payable	CASSIDY TIRE	\$327.01		
7425	05/26/2010	Open			Accounts Payable	CHEMSEARCH	\$543.01		
7426	05/26/2010	Open			Accounts Payable	CHROMATE CORPORATION	\$182.97		
7427	05/26/2010	Open			Accounts Payable	CNH CAPITAL AMERICA LLC	\$4,905.26		
7428	05/26/2010	Open			Accounts Payable	ComEd	\$1,670.15		
7429	05/26/2010	Open			Accounts Payable	CONSTELLATION NEW ENERGY INC.	\$8,650.50		
7430	05/26/2010	Open			Accounts Payable	GABRIEL SALES	\$1,033.15		
7431	05/26/2010	Open			Accounts Payable	H J MOHR & SONS CO	\$895.00		
7432	05/26/2010	Open			Accounts Payable	HD SUPPLY WATERWORKS,LTD	\$253.30		
7433	05/26/2010	Open			Accounts Payable	JACK'S RENTAL INC	\$3,143.25		
7434	05/26/2010	Open			Accounts Payable	JULIE,INC.	\$143.00		
7435	05/26/2010	Open			Accounts Payable	KING TRANSMISSION CO.	\$1,535.00		
7436	05/26/2010	Open			Accounts Payable	NICOR GAS	\$572.98		
7437	05/26/2010	Open			Accounts Payable	NU WIRELESS	\$250.00		
7438	05/26/2010	Open			Accounts Payable	PHELAN DODGE	\$293.48		
7439	05/26/2010	Open			Accounts Payable	QUARRY MATERIALS,INC.	\$497.06		
7440	05/26/2010	Open			Accounts Payable	RIZZA FORD	\$247.00		
7441	05/26/2010	Open			Accounts Payable	STANDARD EQUIPMENT CO	\$1,865.64		
7442	05/26/2010	Open			Accounts Payable	SUBURBAN LABORATORIES,INC.	\$332.00		
7443	05/26/2010	Open			Accounts Payable	TRYAD AUTOMOTIVE	\$1,757.95		
7444	05/26/2010	Open			Accounts Payable	WESTERN REMAC INC.	\$1,629.10		
Type Check Totals:					178 Transactions		\$658,878.38		
01 - General Cash Totals									

Payment Register

From Payment Date: 5/22/2009 - To Payment Date: 5/26/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	178	\$658,878.38		
					Total	178	\$658,878.38	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	178	\$658,878.38		
					Total	178	\$658,878.38	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	178	\$658,878.38		
					Total	178	\$658,878.38	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	178	\$658,878.38		
					Total	178	\$658,878.38	\$0.00	

The City of Berwyn



John Wysocki
Finance Director

K-3

A Century of Progress with Pride

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

To: City Council and Mayor Robert Lovero

From: John Wysocki

Date: May 21, 2010

Subject: Disposal of Public Works Vehicles

This is in response to your referral to me of the Public Works Director's request to dispose of the following vehicles and snow plows:

- ↓ 1995 Ford Crown Victoria V.I.N. 2FALP71W35X135391
- ↓ 1994 Ford L8000 V.I.N. 1FDYW82E85VA09278
- ↓ 1994 Ford L8000 V.I.N. 1FDYW82E65VA09277
- ↓ 1996 Ford Taurus V.I.N. 1FALP52U6G176932
- ↓ 9 Baker-Flink snow plows

I agree that these vehicles and plows are surplus property and should be disposed of. All of these vehicles have been fully depreciated.

Robert J. Lovero
Mayor



Collections and
Licensing

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

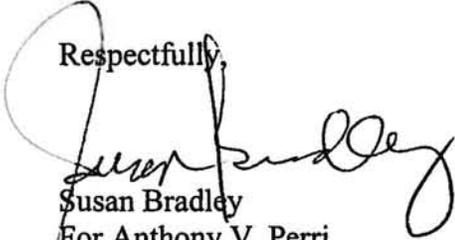
May 20, 2010

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department during the month of April, 2010. Included are; storefronts, phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,


Susan Bradley
For Anthony V. Perri
Licensing and Collections
sb

BERWYN BUSINESSES - LICENSED IN APRIL, 2010 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Jump For Joy Childcare Academy	7115 W. Roosevelt Road	Joyce Lane	Day Care (708) 484-9505
Vida Nueva #2 (AKA New Life)	6519 W. 16th Street	Delia Carrera	Health Products (708) 228-3930
Triple Play Café	7003 W. 16th Street	Rebecca L. Saylor	Restaurant (708) 484-9430
Julie's Boutique	6322 W. Cermak Road	Eva Vidana	Bridal Boutique (&08) 484-9662
Eloisa Swan Caratachea	6610 W. Cermak Road	Eloisa Swan Caratachea	Real Estate Processing Ofc. (708) 843-1774
Hallberg Insurance Network	6722 W. Cermak Road	James Hallberg/Sandra Sanchez	Insurance Office (708) 552-2448
Forever Haunted Tattoo (previous location: 6337 W. 26th Street)	2913 S. Harlem Avenuje	Miguel Fuentes	Body Art (708) 637-4181

BERWYN BUSINESSES - LICENSED IN APRIL, 2010 (PHONE USE ONLY)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Action T. L. C.	1907 S. Euclid Avenue	Koretta A. Hicks	Cleaning & Restoration (708) 484-2580
Rodolfo Guillen	2645 S. Oak Park Avenue	Rodolfo Guillen	Contractor (Tree Service/Landscaper)

**BUSINESS LICENSES ISSUED FOR APRIL, 2010
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Discovery Awning/Canopy Jesus Salas	2010 Ashland, Chicago 570 Alcott, Bolingbrook	Discovery Awnings & Canopies Jesus Salas	Contractor (Awning) Contractor (Cement)
Novotny Construction	803 31st, LaGrange Park	Novotny Construction	Contractor (Cement)
Allstate Electric,LLC	1228 Allanson, Mundelein	Allstate Electric, LLC	Contractor (Electrical)
Nova Electric	5848 Higgins, Chicago	Nova Electric Co.	Contractor (Electrical)
Mastercat, Inc.	1335 Vernon, Bartlett	Donald M. Reich	Contractor (Environmental)
Alarm One of Illinois	17048 Oak Park, Tinley Park	Alarm One of Illinois, Inc.	Contractor (Fire Alarm)
Battalion Fire Safety Serv	21720 Long Grove, Deer Park	Battalion Fire Safety Serv Inc.	Contractor (Fire Safety Equip)
Estate Fence	506 Poplar, Glenview	Estate Fence, Inc.	Contractor (Fence)
Harmony Doors	2536 83rd, Chicago	Harmony Doors	Contractor (Garage Door)
M & E Heating & Cooling	8002 189th, Mokena	M & E Heating & Cooling	Contractor (HVAC)
GRF Plumbing, Inc.	211 Orchard, Oswego	GRF Plumbing, Inc.	Contractor (Plumbing)
Cerny Construction	4323 Sayre, Harwood Heights	Cerny Construction, Inc.	Contractor (Roofing)
Herricane Graphics	1275 Roosevelt, West Chicago	Herricane Graphics,Inc.	Contractor (Sign Hanger)
Sprovieri Custon Counters	55 Laura, Addison	Sprovieri Custon Counters	Contractor (Tile/Ceramic/Marble/Mosaic)
Midway Tree Service	5743 Monitor, Chicago	Midway Tree Service, Inc.	Contractor (Tree Serv/Landscaper)
Affordable Tuckpointing	164 . Clinton, Elmhurst	Affordable Tuckpointing	Contractor (Tuckpointing)
Sensible Surroundings	954 Brook Forest, Shorewood	Jennifer Petrelli	Contractor (Window & Door)

Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Bella's Bakery</i>			(708)	12158
6807 W. Ogden Avenue	Berwyn IL 60402	4/9/2010		
<i>Jimmy Johns</i>			(708) 488-1129	12048
7028 W. Cermak Road	Berwyn IL 60402	2/5/2010		
<i>Ogden Joe's, Inc.</i>			(708)	12214
6803 W. Ogden Avenue	Berwyn IL 60402	4/28/2010		
<i>PCC South Family Health Center</i>			(708)	12013
6201 W. Roosevelt Road	Berwyn IL 60402	1/22/2010		
Total Businesses				4

Business Directory By Category For:*Thursday, May 20, 2010****Application Pending***

Business	Name	Address	Last Update	Phone	ID #
<i>Art Studios</i>				(708) 369-6009	12241
1401 S.	Harlem Avenue	Berwyn IL 60402	5/13/2010		
<i>Taqueria La Fuente</i>				(708) 484-0081	11948
6714 W.	Cermak Rd.	Berwyn IL 60402	12/2/2009		
Total Businesses					2

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>A. S. G. Staffing</i> 6902 W. Cermak Road Berwyn IL 60402		3/26/2010	(708) 484-1084	12124
<i>Chicago Artisan Roasters</i> 6312 W. Cermak Road Berwyn IL 60402		5/13/2010	(708)	12156
<i>Chicago Legal, LLC</i> 3833 S. Harlem Avenue Berwyn IL 60402		5/13/2010	(708) 795-7000	12240
<i>Evitela Salazar</i> 2144 S. Clarence Avenue Berwyn IL 60402	<i>DBA Adam & Eve</i>	1/28/2010	(708) 484-8311	12027
<i>Golden Homes Real Estate, Inc.</i> 6705 W. 26th Street Berwyn IL 60402		6/23/2008	(708)	10319
<i>Horrorbles, Inc.</i> 6729 W. Roosevelt Road Berwyn IL 60402		6/23/2009	(708) 484-7370	11577
<i>Lions Tai Kwon Do</i> 6811 W. Roosevelt Road Berwyn IL 60402		1/11/2010	(708) 484-7555	11989
<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>One Village</i> 6303 W. Roosevelt Road Berwyn IL 60402		5/19/2010	(800) 779-1663	12258
<i>Robert Cottle</i> 6201B W. Cermak Road Berwyn IL 60402	<i>State Farm Insurance</i>	3/23/2010	(708)	12018
<i>Saint Anthony Hospital Doctor's Office</i> 6917 W. Cermak Road Berwyn IL 60402		1/5/2010	(708) 788-4933	11979
<i>Salud Y Bienestar, Health & Well Being</i> 6721 W. 26th Street Berwyn IL 60402		3/31/2010	(708) 890-7781	12132
<i>Taco Yo</i> 6629 W. Roosevelt Road Berwyn IL 60402		5/5/2010	(708) 749-2300	12034
<i>Taqueria Jalisco #1</i> 7021 W. Roosevelt Road Berwyn IL 60402		5/10/2010	(708)	12232
<i>Vanguard Distribution</i> 2905 S. Ridgeland Avenue Berwyn IL 60402		6/5/2009	(708) 484-2090	11529
Total Businesses				15

Robert J. Lovero
Mayor



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875
www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

Date: April 19, 2010

Mayor Lovero & Members
Of the Berwyn City Council

Re: Block Party 2200 block of Gunderson

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2200 block
of Gunderson.

The residents request permission to hold the event on June 16, 2010

With a rain date of June 27, 2010. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Georgia Crispin

Contact person is: Georgia

Address is: _____

Phone number is: _____

PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED

WE THE UNDERSIGNED RESIDENTS OF THE 2200 BLOCK OF Judson
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 06/26/2010
BETWEEN THE HOURS OF 9:00A AND 9:00PM, OUR RAIN DATE IS 06/27/2010

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

NAME

- Georgia Caceres
- Jill Kuyson
- Robin Woelke
- Arturo Barr
- Christina Babadilla
- Yvonne Alon
- BENJAMIN CHAVEZ
- Tomasa Beken
- Victoria Ferras
- Adam Calderon
- SALVADOR CHAVEZ
- Martha Garcia
- LUIS TORRES
- REBECCA TORRES
- Rita Urban
- Samuel CIBELG
- Marta Hernandez

GUNDERSON AVE PRESENTS

A BLOCK PARTY

"ONE DAY ONLY"

SATURDAY JUNE 26TH

9am - 10pm

BBQ-MUSIC-FAMILY FUN

BRING OUT YOUR GRILLS YOUR CHAIRS YOUR TABLES & LET'S HAVE A GOOD TIME!

FAMILY & FRIENDS ARE WELCOME

If you have any ideas or suggestions please call 773-386-1083

ALSO CELEBRATING AALIYAH'S 3RD BIRTHDAY

**TONS OF FUN FOR THE CHILDREN
GAMES-PRIZES-CANDY & BIRTHDAY CAKE**



St. Leonard Parish School
3322 South Clarence Berwyn, IL 60402
(708) 749-3666

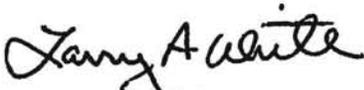
May 19, 2010.

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

Dear Mayor Lovero,

I am requesting the closing of Clarence Avenue between 33rd and 34th Street on June 2, 2010 in order that the students may participate in planned school events. We would like to close the streets from 8:00 a.m. to 2:00 p.m.. Your consideration of this request is greatly appreciated.

Thank you,


Larry A. White
Principal