

# City of Berwyn City Council Meeting

**JUNE 26, 2007**

# BERWYN CITY COUNCIL MEETING

JUNE 26, 2007

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

MICHAEL A. O'CONNOR  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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## AGENDA

### ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. MIN. REG. MTG.-6/12/07 & COW 6/12/07
- (D) BID OPENING - TABULATIONS
  - 1. RENOVATION FOR SOUTH FIRE HOUSE
  - 2. 2007 MFT-SIDEWALK PROGRAM
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-SECURITY SYSTEM CONTRACT FOR PARKING DECK
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. PROCLAMATION-KEN WASZAK – YEARS OF SERVICE
  - 2. APPT TO FIREMEN'S PENSION BOARD
  - 3. APPT TO HISTORICAL PRESERVATION COMMITTEE
  - 4. 5<sup>TH</sup> WARD ALDERMANIC SEAT
  - 5. RESOLUTION-AUTHORIZING A FEASIBILITY STUDY
  - 6. APPT DEPUTY CHIEF FOR FIRE DEPARTMENT
  - 7. AMMEND 911 BOARD ORDINANCE
  - 8. APPROVAL-RENTAL LICENSE ORDINANCE
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
  - 1. POSSIBLE NEED-REMOTE PARTICIPATION 1<sup>ST</sup> WARD ALDERMAN
- (H) COMMUNICATIONS FROM ( ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
  - 1. DEFER-ALAMO SHOES-SIDEWALK SALE
  - 2. ERICKSON-PROPERTY RIGHTS/QUALITY OF LIFE
  - 3. ERICKSON-DANGEROUS ALLEY TRAFFIC-1400 OAK PARK AND GROVE
  - 4. ERICKSON-LEGISLATIVE INTENT: USED CARS-VS-USED INVENTORY
  - 5. LOVERO-CARTOPIA-WAIVE CHARGES TO EVENT SPONSORS

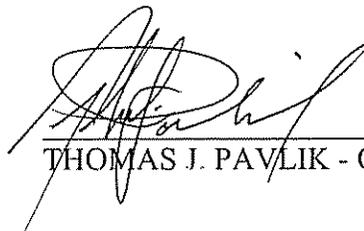
(J) STAFF REPORTS

1. DEFERED-REQ HANDICAP SIGN-2416 HIGHLAND AVE
2. DEFERED-APPOINTMENT OF BOND COUNCEL
3. DEFERED-OAK PARK REGIONAL HOUSING AGREEMENT
4. BPD-REQ HANDICAP SIGN-T. WOYTUS-1836 S KENILWORTH
5. BPD-REQ HANDICAP SIGN-R. LOVENDAHL-2716 S. EUCLID
6. BPD-REQ HANDICAP SIGN-A. DUBSKY-2428 KENILWORTH
7. BPD-REQ HANDICAP SIGN-C. BROWN-6746 W. 21<sup>ST</sup>
8. P.W.-REQ FOR BIDS FOR HOLIDAY DECORATIONS PROGRAM
9. H.R.-REQ REPLACE POSITION-BLIGHT INSPECTOR FOR CDBG
10. H.R.-REQ REPLACE POSITION-COMM OUTREACH ADMIN ASSIST
11. P.D.-PROPOSED AMENDMENTS-VEHICLE IMPOUNDMENT ORDINANCE
12. LAW DEPT-AMEND BLDG CODE-STRUCTURE DEMOLITION PERMITS
13. LAW DEPT-RES-AUTH CDBG SUBRECIPIENT AGREEMNT W/COOK CTY
14. LAW DEPT-ORDINANCE AMEND HANDICAP PARKING FINES
15. LAW DEPT-ORD AMEND BERWYN CODE – PART-TIME POLICE OFFICERS
16. LAW DEPT-ADDENDUM-LEASE BETWEEN BERWYN AND HARRIS N.A.

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

1. BUDGET CHAIRMAN-PAYABLES-6/26/07-\$651,260.03
2. BUDGET CHAIRMAN-PAYROLL-6/26/07-\$835,289.95
3. BLOCK PARTY-6400-6500 IF 27<sup>TH</sup> STREET-8/18/07
4. BLOCK PARTY-1600 MAPLE-7/28/07
5. BLOCK PARTY-1800 MAPLE-7/21/07
6. BLOCK PARTY-2100 CUYLER-7/28/07
7. BLOCK PARTY-3100 WENONAH-8/25/07
8. N. BERWYN PARK-APP BLOCK CLOSURE-16<sup>TH</sup> – 18<sup>TH</sup> WESLEY-7/7/07

ITEMS SUBMITTED ON TIME 44

  
THOMAS J. PAVLIK - CITY CLERK

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# Sections A & B

- A. Pledge of Allegiance-Moment of Silence
- B. Open Forum  
Topic must NOT be on the Agenda  
Open space for comments or ideas.

# Section C

## **Presentation of Previous Meeting Minutes For Approval**

31  
**MICHAEL A. O'CONNOR**  
**MAYOR**

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

**MINUTES**  
**BERWYN CITY COUNCIL**  
**JUNE 12, 2007**

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:34 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Phelan, Lovero, Erickson.
2. The Pledge of Allegiance was recited and a moment of silence was called for our armed forces, firefighters, police, and paramedics.
3. The Open Forum portion of the meeting was announced. The Mayor recognized Regina Mendicino, 6644 W. 34<sup>th</sup> Street, who spoke on the Neighborhood Watch newsletter and the lack of information regarding the Depot District events, Ed Jicha, 3130 Wenonah spoke on the Public Works contract and the City not forcing this proposed contract on the Public Works employee and called for the City to continue negotiations, Alderman Lovero spoke on resident, Janet Peterson who was being deployed to Iraq, Lori Thielen, 3109 Clarence, president of the Berwyn Historical Society, spoke on the Sedgwick Development and the teardown of the historic bank building on Oak Park and Stanley avenues and preserving portions of the bank in the reconstruction of the new bank building.
4. The minutes of the regular City Council meeting held on May 22, 2007 and the Committee of the Whole meetings held on May 15<sup>th</sup> and May 22, 2007 were submitted. Ramos made a motion, seconded by Chapman, to concur and approve the minutes as submitted. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item F-1. The motion carried. F-1 is proclamation submitted by the Mayor honoring the Morton High School Varsity Softball Team and declaring June 12, 2007 as "Mustang Day" in Berwyn. Thereafter, Lovero made a motion, seconded by Erickson, to concur and adopt the proclamation as presented. The motion carried by a voice vote.
6. - Lovero made a motion, seconded by Chapman, to suspend the rules and bring forth item K-14. The motion carried. Item K-14 is a retirement letter from Deputy Chief, Ken Waszak of the Berwyn Fire Department. Thereafter, Lovero requested a proclamation in honor of the 31 years of dedicated service to the Berwyn Fire department. The Mayor concurred.

Thereafter, Lovero made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.

7. The Berwyn Development Corporation and the Mayor submitted separate communications recommending Lance Malina and Matthew Speer as candidates for the Roosevelt Road Advisory Committee. Thereafter, Skryd made a motion, seconded by Lovero, to concur and approve the appointments as submitted. The motion carried by a unanimous roll call vote.
8. The Berwyn Development Corporation submitted a communication regarding the loan application of Ken Cechura, Berwyn Ace Hardware, 6316 W. Ogden Avenue with an amount not to exceed \$45,000. Thereafter, Ramos made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
9. The Mayor submitted a proclamation declaring June 2007 as Lead Awareness month in conjunction with the Berwyn Public Health District, School Districts 98, 100, 201, the North Berwyn Park District, Berwyn Park District, Berwyn Township and the Cook County Department of Public Health. Thereafter, Skryd made a motion, seconded by Chapman, to concur and adopt the proclamation as presented. The motion carried by a voice vote.
10. The Mayor submitted a proclamation in honor of Dr. Adina Galich for her years of service and dedication to the residents of Berwyn and declaring June 12, 2007 as Dr. Adina Galich Day in the City of Berwyn. Thereafter, Skryd made a motion, seconded by Weiner, to concur and adopt the proclamation as presented. The motion carried by a voice vote.
11. The Mayor submitted a resolution authorizing the Berwyn Development Corporation to hold their 17<sup>th</sup> Annual Route 66 Car show to be held September 8, 2007. Thereafter, Lovero made a motion, seconded by Erickson, to concur and approve the resolution as submitted. The motion carried by a voice vote.
12. The Mayor submitted a communication regarding the Historical Preservation committee appointments of Lori Thielen, Robert Sellers, Doug Walega, Jeromie Windsor, Christina J. Martinez-Sahagun and Dr. Elspeth Jane Carruthers. Thereafter, Lovero made a motion, seconded by Erickson, to concur and approve as amended on face to read "7 member board with terms beginning April 1st." The motion was carried by a unanimous roll call vote.
13. The Mayor submitted a communication regarding the appointments of Library Board members Matthew Scharpf and Jerome Pohlen. Thereafter,

Chapman made a motion, seconded by Skryd, to concur and approve the appointments as submitted. The motion carried by a unanimous roll call vote.

14. The Mayor submitted a communication regarding a parking sign request for Sunny Days Learning Center, 6227 Roosevelt Road. Thereafter, Skryd made a motion, seconded by Erickson, to concur and approve as submitted and to authorize the Public Works department to install said sign. The motion carried by a unanimous roll call vote.
15. The City Clerk submitted an ordinance entitled:  
**AN ORDINANCE ADOPTING THE PREVAILING WAGE STANDARDS FOR THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**  
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. Thereafter, Skryd made a motion, seconded by Chapman, to concur and approve the cost of publication to be shared between the City of Berwyn, the Berwyn Public Health District, and the Berwyn Township. The motion carried by a unanimous roll call vote.
16. The City Clerk submitted a communication regarding the Public Hearing for chapter 12 ordinances to be rescheduled for June 26, 2007 at 5:45 p.m. to also include the Building, Zoning, and Planning committee referral #37 for Pawn Shops, chapter 1258,1260 to be included in the Public Hearing. 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 Zoning Board of Appeals submitted a Resolution and Ordinance regarding a variance for Fadi Aqel, 6301 Cermak Road. Thereafter, Skryd made a motion, seconded by Erickson, to concur in the recommendation of the Board of Appeals and Adopt the Resolution/Ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
18. Alderman Chapman submitted a communication regarding the approval of City events. Thereafter, the Mayor recognized Jeanmarie Hajer, Outreach Director, who commented on the Memorial Day Parade and the National Nite Out. Discussion ensued between Chapman, Hajer, and the Mayor. Thereafter, Chapman made a motion, seconded by Erickson, to concur and approve as amended on face. The motion carried by a unanimous roll call vote.
19. Alderman Chapman submitted a communication regarding the approval of Family Day Sidewalk Sale to take place Saturday, July 28, 2007 in the Depot District. After discussion, Chapman made a motion, seconded by

Erickson, to concur and approve as submitted. The motion carried by a unanimous roll call vote.

20. Alderman Lovero submitted a communication requesting a 3 way stop sign be place in the intersection of 18<sup>th</sup> Street and Clinton Avenue. After discussion, Lovero made a motion, seconded by Phelan, to concur and approve as submitted and to authorize the Public Works department to install said sign. The motion carried by a unanimous roll call vote.
21. Alderman Erickson submitted a communication regarding replacement of an existing fence at 1308 Euclid. After discussion, Erickson made a motion, seconded by Phelan, to concur, waive the zoning requirement, and approve as submitted. The motion carried by the following roll call: Yeas: Chapman, Weiner, Phelan, Lovero, Erickson. Nays: Ramos, Skryd.
22. Alderman Erickson submitted a communication regarding the request from Cornerstone Development Partners, 6819-23 Roosevelt, Homescape Builders, Inc. for restricted 90 minute parking. After discussion, Erickson made a motion, seconded by Lovero, to concur and approve as submitted and to authorize the Public Works department to install said signs. The motion carried by a unanimous roll call vote.
23. A joint communication from the Alderman Phelan and Erickson regarding stops signs at 14<sup>th</sup> and Gunderson and 15<sup>th</sup> and Scoville. After discussion, Erickson made a motion, seconded by Chapman, to concur and approve as submitted and to authorize the Public Works department to install 3 way stop signs at said locations. The motion carried by a unanimous roll call vote.
24. Alderman Erickson submitted a communication regarding the Solar Power Component of Green Power and the rising cost of Heat, hot water and electricity. Thereafter, Erickson made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
25. Alderman Erickson submitted a communication regarding a request for 15 minute parking restrictions for LaRosita Foods, 6609 Roosevelt Road. After discussion, Erickson made a motion, seconded by Lovero, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
26. The Mayor, Chairman of the Committee of the Whole, submitted a request for the removal of items from the referral list. Thereafter, Skryd made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.
27. The Berwyn Police department submitted a request for a handicap sign for Blanche Bavone, 1449 Maple. Thereafter, Erickson made a motion,

seconded by Chapman, to concur with the recommendation of the investigating officer and deny said sign. The motion carried by a voice vote.

28. The Berwyn Police department submitted a request for a handicap sign for Salvador Gomez, 2416 Highland. Thereafter, Skryd made a motion, seconded by Chapman, to defer the matter for 2 weeks. The motion carried by a voice vote.
29. The Police Chief submitted a request to waive the hiring freeze and allow posting for two (2) Booking Officers and one (1) Community Service Officer. Thereafter, Skryd made a motion, seconded by Ramos, to concur and to approve the request as submitted. The motion carried by a unanimous roll call vote.
30. The City Attorney submitted an amendment to section 804.18, of the codified ordinances, regarding the Clear View of Premises for Liquor Establishments. Thereafter, Lovero made a motion, seconded by Phelan, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
31. The City Attorney submitted a communication requesting the rezoning for 1600 Scoville Avenue. Thereafter, Phelan made a motion, seconded by Erickson, to concur and refer the matter for Public Hearing. The motion carried by a unanimous roll call vote.
32. The City Attorney submitted an ordinance regarding Auxiliary Police Officers entitled:  
**AN ORDINANCE AMENDING CHAPTER 232 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**  
Thereafter, Lovero 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.
33. The City Attorney submitted a communication regarding the Zoning Ordinance amendment to Limit Accessory buildings. Lovero made a motion, seconded by Erickson, to refer the matter for Public Hearing. The motion carried by a unanimous roll call vote.
34. The Finance director submitted a communication regarding Financial Advisors, and the new appointment of Dan Forbes from Speer Financial. The Mayor recognized Dan Forbes, to address the Council. Thereafter, Weiner made a motion, seconded by Erickson, to concur and approve the agreement as submitted. The motion carried by a unanimous roll call vote. Thereafter, Skryd made a motion, seconded by Erickson, to concur and

accept the resignation of George K. Baum, as underwriter. The motion carried by a unanimous roll call vote.

35. The Finance director submitted a communication regarding the appointment of Bond counsel. Thereafter, Lovero made a motion, seconded by Erickson, to defer the matter for two (2) weeks and refer to the Committee of the Whole. The motion carried by a voice vote.
36. The Finance director submitted three (3) ordinances regarding Tax Abatement. Skryd made a motion, seconded by Weiner, to concur and adopt the ordinances as presented. After further discussion, the motion was withdrawn under the Advise of Counsel and each ordinance was voted on separately. The following ordinances are entitled:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2006 AX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2002A, OF THE CITY OF BERWYN, COOK COUNTY ILLINOIS**

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.

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2006 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2002B, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

Skryd made a motion, seconded by Weiner, 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.

**AN ORDINANCE PROVIDING FOR THE PARTIAL ABATEMENT OF THE 2006 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2001, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

Skryd made a motion, seconded by Weiner, 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.

37. The Finance director submitted a communication regarding the Monthly financial reports. Thereafter, Skryd made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.
38. The Finance director submitted a communication regarding the disposal of scraped city vehicles. Thereafter, Skryd made a motion, seconded by

Weiner, to concur and approve as submitted. The motion carried by a unanimous roll call vote.

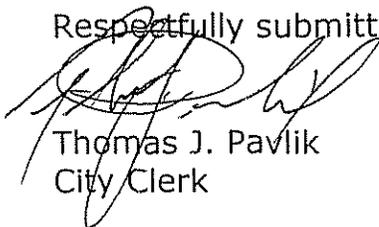
39. The Finance director submitted a communication regarding the Mainstreet project. Thereafter, the Mayor withdrew the communication by Order of the Chair, without objection.
40. The Public Works director submitted a communication regarding a Quiet Zone study update for the BNSF and CN crossings. Thereafter, Skryd made a motion, seconded by Weiner, to accept the matter as informational. The motion carried by a voice vote.
41. The Community Block Grant director submitted a communication regarding the 8<sup>th</sup> Year Action Plan, Community Development Block Grant Program. Director Duffy supplied a draft copy of the program, which will be available for public viewing, in the City Clerk's office for 30 days. Thereafter, Chapman made a motion, seconded by Ramos, to accept the matter as informational. The motion carried by a voice vote.
42. The director of Human Resources submitted a communication requesting approval to re-post and change the Traffic Engineer position. Thereafter, Skryd made a motion, seconded by Weiner, to concur. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Lovero. Nays: Phelan, Erickson.
43. The director of Human Resources submitted a communication requesting a replacement of the Clerk for the CDBG program. Thereafter, Skryd made a motion, seconded by Chapman, to concur, waive the hiring freeze, and approve as submitted. The motion carried by a unanimous roll call vote.
44. The City Attorney submitted a communication regarding the implementation of the Public Works Union agreement. Thereafter, Ramos made a motion, seconded by Skryd, to concur and approve the agreement as submitted. The motion carried by the following roll call: Yeas: Ramos, Weiner, Skryd, Erickson. Nays: Chapman, Phelan, Lovero.
45. The Library director submitted a communication requesting staff position replacement for the Supervisor of the Circulation department. After discussion, Chapman made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
46. The Law department submitted a communication regarding Lease Addendum for the Harris Bank facility. Weiner made a motion, seconded by Skryd, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.

47. The Law department submitted a communication regarding the Oak Park Regional Housing Center, contract. After discussion, Lovero made a motion, seconded by Weiner, to defer and refer to the Committee of the Whole. The motion carried by a voice vote.
48. Skryd made a motion, seconded by Chapman, to suspend the rules and bring forth item K-11, request for a sidewalk sale from CBC shoes, from the Consent agenda and to defer the matter for two (2) weeks. The motion carried by a voice vote.
49. Consent agenda items K-1 through K-10, K-12, K-13
  - K-1 Budget Chairman-payables-June 12, 2007-\$1,472,900.43
  - K-2 Budget Chairman-payroll-May 30, 2007- \$842,805.89
  - K-3 Collector-business licenses issued in May, 2007
  - K-4 Building director-business permits issued May, 2007
  - K-5 Block party-3200 Wenonah-July 6 from 5-9 and July 7, 2007
  - K-6 Block party-2900 Maple-July 4, 2007
  - K-7 Block party-1900 Harvey-July 1, 2007
  - K-8 Block party-3500 Clinton-August 25, 2007
  - K-9 Block party-1300 Elmwood-June 16, 2007
  - K-10 PAV YMCA Rummage Sale-August 25, 2007
  - K-12 3<sup>rd</sup> Annual Wright Ride-August 19, 2007
  - K-13 Resignation letter-Scott Waguespack

Skryd made a motion, seconded by Chapman, to concur, approve for payment, grant permission, and accept as informational by Omnibus Vote.

50. The Mayor called a Committee of the Whole meeting for Tuesday, June 26, 2007 at 6:00 p.m. for referrals.
51. Alderman Skryd called for an Administration meeting for Wednesday, June 27, 2007 at 6:00 p.m. for referrals.
52. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Erickson, adjourned at the hour of 9:45 p.m. by a unanimous roll call vote.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**OPEN PORTION**  
**JUNE 12, 2007**

1. The Committee of the Whole was called to order by Mayor O'Connor at 6:03 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Phelan, and Lovero. Absent: Erickson. Thereafter, the Mayor declared a quorum present and the meeting dually convened for further business. A sign in sheet is attached.
2. Chapman made a motion, seconded by Lovero, to excuse Alderman Erickson. Motion carried.
3. Motion by Ramos seconded by Weiner to close the Committee of the Whole at 6:04pm for contract negotiation, land acquisition, and pending litigation. Motion carried by a voice vote.

The open portion of the COW re-convened at 7:21pm. Erickson now present.

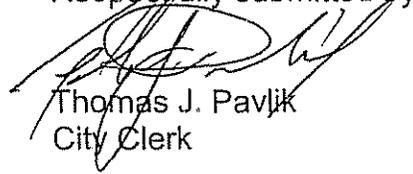
4. Harris Bank/Sedgwick development. Mayor introduced Richard Bruen of Odelson & Sterk who brief the development negotiations to this point. Mayor recognized the spokesmen for Harris Bank who stated Harris Bank did not accept the designs specs as they stand. Mayor recognized Senator Harmon, the representative for Sedgwick Development, who addressed council. He recapped the project and submitted Sedgwick's (2) plans for bringing Harris Bank up to the architectural elements desired and presented alternatives to settle the matter. Mayor recognize Mr. Baily an attorney for Harris Bank, who spoke on materials used on the bank not being up to specs and not the same as at rest of the project. He also stated Harris Bank was not aware of any of these developments or any problems with any materials or design specs to this point. At this point the Mayor asked if the council would like to go to the closed over this matter. The council stated they would like to continue in open. Mayor asked if Harris Bank is prepared to come to an agreement Mr. Baily stated, basically not at this time. Discussion in ensued. The Mayor recognized Harris Banks own architect who spoke on the situation. Mayor recognized building director Dan LaBeau who presented options for material and design of the building to bring to original specs. Senator Harmon questioned the cost incurred for the upgrades to bring Harris bank up to the original specs. After further discussion, the Mayor and the council

suggested that the three (3) parties get together within the next 2 weeks and work out an agreement.

5. Auxiliary Police Ordinance. Mayor recognized Berwyn Police Chief Kushner who spoke on the item J-6, Amendments to the Police Ordinance. Mayor opened up to council for any questions. Aldermen Lovero questioned the ordinance regarding reimbursement. Skryd question the Chiefs sole authority to appoint or to remove auxiliary officers and stated she would like it to be with the consent of council. Chief Kushner stated it used to be with the consent of the Mayor. The City Attorney Bonebrake suggested not amending it and passing it as is. Alderman Chapman questioned the reimbursement on uniforms, the Chief stated the changes are minor and the costs are minimal.
6. Increase in Handicap parking fines.  
*Mayor asked for a consensus;* the council 7-0 in favor of increasing the fees to fall in line with the State.  
Mayor stated; it will be brought back for the next city council for approval.
7. Item J-3 from the city council agenda, Chief Kushner's request for Booking Officer and Community Service Office Hires  
*Mayor asked for a consensus* 7-0 in favor of waiving hiring freeze and approving communication.
8. Agenda Item I-5/Parking restrictions for 6819-23 Roosevelt Road Cornerstone Development Partners. Discussion ensued regarding enforcement of the restricted parking requirement. Discussion on possibly referring to committee. Aldermen Erickson stated he would like it up for a vote tonight for approval.
9. Billboard concepts from BDC-Mayor recognized Antonio from the Berwyn Development Corp. who presented four (4) concepts for billboard design in which a survey was conducted for all 4. One (1) was a Bullseye Campaign ad with Berwyn as the Center of Life, two (2) Home in on Berwyn, three (3) Berwyn Place to Be, Four (4) Join Berwyn Crowd. Mayor requested a consensus from the council on which design to proceed with. Censuses was in favor of No 1, discussion on the web site whyBerwyn.com. Antonio recapped the budget. The Mayor stated Aldermen Weiner suggested polling the audience; thereafter the mayor polled the audience who seemed to be in favor of Billboard No. 4, Join Berwyn Crowd. After further discussion Mayor requested a motion. Erickson made a motion; seconded by Chapman to concur the usage of billboard conceptual design #1 Bullseye campaign, with a unanimous roll call vote in favor.

10. CDBG 8 year Draft Action Plan. Mayor recognized Dennis Duffy CBDG Director, who presented the plan, and stated, it would be available for public inspection for input and questions for 30 days. Stated council just needs to accept as informational.
11. There being no further business to come before the meeting; same was after a motion by Erickson, seconded by Skryd, to adjourn the meeting at 8:20. Motion carried by a voice vote.

Respectfully submitted by,



Thomas J. Pavlik  
City Clerk

# Section D

## **Bid Openings – Tabulations**

D-1

## LEGAL NOTICE

### ADVERTISEMENT FOR BIDDING

The City of Berwyn will receive sealed bids from General Contractors for Renovations to the South Firehouse located at 6434 Windsor Avenue ("the Project"). Sealed bids will be received by the City of Berwyn in the Office of the City Clerk, located at City Hall, 6700 West 26th Street, Berwyn, Illinois 60402, until 12:00 Noon (prevailing time) on Friday, June 22, 2007. A public bid opening will be conducted at 8:00 PM, Tuesday, June 26, 2007 in the second floor council chambers during the regularly scheduled City Council meeting of the City of Berwyn, 6700 West 26th Street, Berwyn, Illinois.

Bidding requirements and drawings along with specifications for the Project may be obtained at the Office of the City Clerk of the City of Berwyn, 6700 West 26th Street, Berwyn, Illinois, 60402, for a refundable deposit of \$50.00 (made out to the City of Berwyn) for three (3) complete sets of Project drawings and specifications. The deposit will be refunded if a bona fide bid is submitted and the documents are returned in good condition within ten (10) days after the bids are opened.

Each bidder will be required to submit with his/her proposal in duplicate on forms provided, a certified check or bid bond in the amount of 10% of the total base bid. The successful bidder will enter into a contract with the City of Berwyn, AIA Document A101-1997, Standard Form of Agreement Between Owner and Contractor, along with other provisions deemed necessary, including liquidated damages provision, and a 100% performance and completion bond, and labor and material bonds.

A one time job site meeting will be scheduled for Friday, June 1, 2007 at 1:00 PM at the job site, 6434 Windsor Avenue, Berwyn, Illinois. Access to the site will be provided at that time.

The City of Berwyn reserves the right to defer acceptance of any proposal for a period not to exceed twenty-one (21) calendar days after the date bids are to be received and to reject any or all bids, and to waive any technicalities. Only bids in compliance with the provisions of this Advertisement and the Instruction to Bidders will be considered.

Thomas J. Pavlik, City Clerk  
City of Berwyn



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

June 15, 2007

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Bid Opening for 2007 MFT Sidewalk Program

Bids for the 2007 MFT 50/50 Sidewalk Program will be received on Monday, June 25<sup>th</sup> and opened at the June 26, 2007 City Council meeting. These dates are in compliance with IDOT's regulation for MFT funded contracts.

**Recommended Actions:**

Accept and open bids for the 2007 MFT Sidewalk Program at the June 26, 2007 City Council meeting.

## NOTICE TO BIDDERS

### **CITY OF BERWYN 2007 M.F.T. MAINTENANCE SIDEWALK AND CURB & GUTTER REPAIRS**

**TIME AND PLACE OF OPENING OF BIDS:** Sealed Proposals for the improvement described below will be received at the office of the City Clerk, City of Berwyn, 6700 W. 26<sup>th</sup> Street, Berwyn, Illinois 60402, in Cook County, Illinois until 12:00 p.m., June 25, 2007. Proposals will be opened and read publicly at 8:00 p.m., June 26, 2007.

**DESCRIPTION OF WORK:** Removal & replacement of P.C. concrete sidewalk (public walk), P.C. concrete driveway pavement, P.C. concrete alley pavement, and combination concrete curb & gutter, and drainage structure adjustments, sewer spot repairs, and utility patching.

#### **BIDDERS INSTRUCTIONS:**

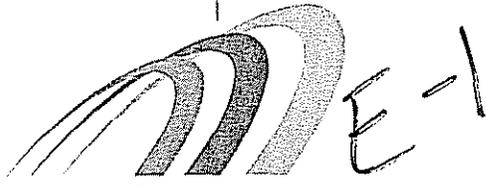
1. Plans and proposal forms will be available in the office of Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, 630/887-8640, for a non-refundable fee of \$35.00.
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

By Order of  
MAYOR & CITY COUNCIL  
CITY OF BERWYN

By: Thomas J. Pavlik, City Clerk (s)

# Section E

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



berwyn development  
CORPORATION

June 21, 2007

To: City of Berwyn Mayor Michael O'Connor and the City Council

Re: City Council Agenda Item- Security System Contract for Parking Deck

At the Committee of the Whole on September 26, 2006 the BDC gave a presentation informing the Council of the security system bidding process. Since that time Video and Sound Services, Inc has been selected by the recommendation committee in conjunction with the Berwyn Police Department and the City of Berwyn's IT Department. The chosen vendor, Video and Sound Services provided the lowest qualified bid.

We are returning to the Council with the recommendation of approving the contract provided by Video and Sound Service for the installation and maintenance of a security system which will help deter crimes against both persons and property in the parking deck. The contract includes devices which meet the safety criteria set by the Berwyn Police Department.

The attachment to this letter provides a detailed outline of the security system proposal inclusive of materials, installation, training and maintenance. If there are no questions from the Mayor or the Alderman, the BDC is requesting that our recommendation be approved in order to continue developing the city parking deck.

Sincerely,

Brian Pabst

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

Video and Sound Service (**Recommended Provider**)

Cost Overview:

Total Material and Installation:	\$164,460
Maintenance Agreement (5 years):	\$13,750 (\$2,750 per year)
<b>Final Cost:</b>	<b>\$178,210</b>

Advent Systems (**Competitive Bid**)

Cost Overview:

Total Material, Installation and Training:	\$198,477
Maintenance Agreement (5 years):	\$51,730
<b>Final Cost:</b>	<b>\$250,207</b>
<b>Total Savings:</b>	<b>\$71,997</b>



# Video and Sound Service, Inc.

40 West Lake Street • Northlake, IL 60164

Phone: (708) 562-6316

Fax: (708) 562-6351

E-Mail: poconnor@videosoundinc.com

June 13, 2007

Berwyn Development Corporation  
3322 South Oak Park Avenue  
Berwyn IL 60402  
Attention: Mrs. Sara Bratcher

Dear Mrs. Bratcher,

Please find herein Video & Sound Service's pricing for a design based on your specification and related drawings.

We feel that a meeting with the police department will hold the key to a wireless or hard-wired approach.

## **BASE SYSTEM**

3	Fixed 5-50mm auto iris lenses.....	\$700.00.....	\$2100.00
3	Wall Mounts (IWM-GY).....	\$70.00.....	\$210.00
* 3	Camera Power Supplies (WSC1-2).....	\$110.00.....	\$330.00
* 42	Fixed Mini Domes (ICS111-CRV39A).....	\$355.00.....	\$14,910.00
4	Pendant Mount Adapters (ICS110-PG).....	\$50.00.....	\$200.00
4	Wall Mounts (SWM-GY).....	\$60.00.....	\$240.00
4	Pole Mount Adapters (SWM-PA-GY).....	\$50.00.....	\$200.00
3	Camera Power Supplies (MCS16-10B).....	\$130.00.....	\$390.00
* 3	Pelco 16 channel DVR (DX8116-1000).....	\$7,050.00.....	\$21,150.00
1	Four Port KVM Switch and cables.....	\$50.00.....	\$50.00
1	17" LCD Monitor (PMCL217).....	\$450.00.....	\$450.00
1	17" Monitor Rack Kit (PMCL-RM17).....	\$75.00.....	\$75.00
1	Middle Atlantic Racks (NO-ERK4025).....	\$500.00.....	\$500.00
1	Middle Atlantic Power Strip (NO-PD1415C).....	\$100.00.....	\$100.00
1	Middle Atlantic Sliding Shelf (NO-SSL).....	\$100.00.....	\$100.00
1	Middle Atlantic Spacer (NO-EB1).....	\$10.00.....	\$10.00
1	Middle Atlantic Shelves (NO-U2).....	\$40.00.....	\$40.00
1	Middle Atlantic Casters (NO-CBX-ERK-25).....	\$100.00.....	\$100.00
1	Middle Atlantic Front Door (PFD-40).....	\$350.00.....	\$350.00
1	Middle Atlantic Top (ERK-10FT-FC).....	\$300.00.....	\$300.00
1	SEPS UPS 1.8 KVA.....	\$500.00.....	\$500.00
3	Patch Cords.....	N/C.....	N/C
1	Eight Port Rack Switch.....	\$250.00.....	\$250.00



Mr. Sara Bratcher  
Berwyn Development Corporation

Page 2

**CODE BLUE**

19	Code Blue Intercom Stations (CB2-E) .....	\$1,600.00.....	\$30,400.00
2	Code Blue Intercom Stations (CB-5S).....	\$2,400.00.....	\$4,800.00
2	Code Blue Deck Mounting Kits (40063) .....	\$250.00.....	\$500.00
2	Power Supplies (MCS16-10B).....	\$130.00.....	\$260.00
1	Code Blue (CBS100-for elevator).....	\$750.00.....	\$750.00
1	Code Blue Box (FME-for elevator).....	\$100.00.....	\$100.00

**PBX**

1	Code Blue Avaya Package (CB-59PBX).....	\$1,300.00.....	\$1,300.00
1	Code Blue Display Phone (11342).....	\$300.00.....	\$300.00
1	Code Blue PBX Expansion Module (40254) .....	\$1,500.00.....	\$1,500.00
1	Cross Connect Manager.....	\$1,000.00.....	\$1,000.00
1	300 pair C4 kit \$500.00 .....	\$500.00	
22	25' RJ-11 Jumpers .....	\$20.00.....	\$440.00
1	Lot signage .....	N/C .....	N/C
* 1	Lot coax cable and wire.....	\$5,280.00.....	\$5,280.00
1	Engineering Included in installation		

**TOTAL MATERIAL .....**\$87,345.00  
**\* VSS LABOR TO INSTALL.....**\$27,915.00  
**\* CONDUIT & 110V ELEC.....**\$49,200.00

**GRAND TOTAL .....**\$164,460.00

\* **Pricing changes include**

- ✓ 2 Pelco Increases
- ✓ 1 Pelco Change in Model (DX8116)
- ✓ Cable Price Increase
- ✓ Union Labor Increase

**NOTES**

\*Includes pulling cable, mounting all devices, all terminations and complete training of Berwyn personnel.



Mrs. Sara Bratcher  
Berwyn Development Corporation

Page 3

**A five (5) year maintenance contract, beginning one (1) year after the installation is complete would be \$2,750.00 annually for all parts and labor per the warranty outlined below.**

The warranty outlined below covers this installation and **any maintenance agreements after the first year.**

**EXCLUSIVE WARRANTY**

The warranty under the purchase plan includes 100% parts, labor, maintenance and service for **12 Months** on your complete system.

If a system component becomes inoperable during the Service Agreement period and cannot be repaired on the spot, the unit is immediately replaced by a loaner unit, which virtually guarantees no down time of the system.

Service calls are minimized by our full checkout and adjusting of your system each month. Service after scheduled working hours can be arranged by calling. (708) 562-6316 Northlake, Illinois 24 hours a day including Weekends and Holidays. Emergency service within four (4) hours is available with related phone numbers of individuals on call.

**INSTALLATION**

All installation terminations will be performed by Video and Sound Service, Inc. Union Personnel. All work is to be completed in a workmanlike manner according to standard practices.

Mrs. Bratcher, we very much look forward to working with you on this project.

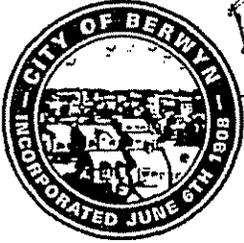
Sincerely,

**VIDEO AND SOUND SERVICE, INC.**  
**"Celebrating 32 Years of Service"**

*Patrick J. O'Connor*  
Patrick J. O'Connor

# Section F

## Reports and Communications From The Mayor



MICHAEL A. O'CONNOR, *Mayor*

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

## PROCLAMATION

- Whereas:** Ken Waszak has been employed by the City of Berwyn since June 1, 1976, working under former Mayors Emil Vacin, John Naughton, Joseph Lanzillotti, Thomas Hett, Thomas Shaughnessy and present Mayor, Michael A. O'Connor; and
- Whereas:** Ken Waszak has risen thru the ranks of the Berwyn Fire Department serving the first 6 years of his career on the ambulance where he experienced the gift of delivering a baby, achieving Engineer status after 10 years on the job, being promoted to Lieutenant after 15 years of service, then promoted yet again to Deputy Chief after 20 years of service; and
- Whereas:** Ken Waszak throughout his career has received several commendations and recognition for not only his outstanding leadership but his courageous and tireless acts for Berwyn residents in time of need; and
- Whereas:** Ken Waszak has been a life long devoted resident of Berwyn being born at MacNeal Hospital, attending Emerson Grade School followed by both Morton West High School and Morton College while marrying the lovely late Nancy Caprata on September 24, 1977 and raising three incredible sons, Adam 28, Scott 26, and Kevin 24; and
- Whereas:** The City of Berwyn would like to extend its best wishes to a wonderful, dedicated employee for a retirement filled with joy, the love of his family and friends, and the good health to pursue whatever plans with his family he may have in the future.
- Therefore:** I, Mayor Michael A. O'Connor and the Aldermen of the City of Berwyn would like to extend our appreciation and thanks to Mr. Ken Waszak for his many years of enduring service and do hereby proclaim June 26, 2007, as Ken Waszak Day in the City of Berwyn.

Dated this 26<sup>TH</sup> day of June, 2007

Michael A. O'Connor, Mayor

Thomas J. Pavlik, City Clerk





THE CITY OF **BERWYN, ILLINOIS**

6200 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567

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

June 12, 2007

To: Members of the  
City Council

Re: Appointments to Firemen's Pension Board

Dear Ladies and Gentlemen:

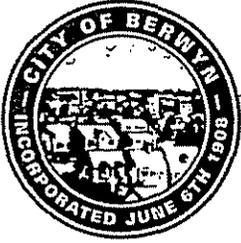
The resignation of Scott Waguespack has created an opening on the Firemen's Pension Board. I would like to appoint our Finance Director, Stephanie Navarro, to replace Scott and complete his term which ends in 2009.

Thank you in advance for your support.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/dr



THE CITY OF **BERWYN, ILLINOIS**

MICHAEL A. O'CONNOR, *Mayor*

5700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567  
www.berwyn-il.gov

June 15, 2007

To: Members of the  
City Council

Re: Historical Preservation Committee Appointment

Dear Ladies and Gentlemen:

I would like your approval to appoint Jamie Franklin as the seventh member to the Historical Preservation Commission. Ms. Franklin will serve a two year term from April 1, 2007 through April 1, 2009.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/dr



# THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

June 21, 2007

To: Members of the  
City Council

Re: 5<sup>th</sup> Ward Aldermanic Seat

Dear Ladies and Gentlemen:

This City Council has had an opportunity to reflect and discuss the 5<sup>th</sup> Ward appointment, possible candidates, and many other issues that have made this decision difficult.

Maureen Brocato, as Ben had done for 12 years, regardless of political party, will always put what is best for Berwyn first. Having served with Ben on City Council for six years and having known Maureen and Ben for more than fourteen years and out of respect for their contributions to the City of Berwyn, I still believe there is no other person but Maureen to fill the Fifth Ward Aldermanic vacancy. I once again ask you to support my decision to appoint Maureen Brocato.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/dr



F-5  
THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

June 21, 2007

To: Members of the  
City Council

Re: A RESOLUTION AUTHORIZING A FEASIBILITY STUDY

Dear Ladies and Gentlemen:

I have been advised by the Berwyn Development Corporation that we need to authorize the attached resolution for a feasibility study for the Tax Increment Financing for redevelopment purposes.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/dr

**DRAFT**

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

**A RESOLUTION AUTHORIZING A FEASIBILITY STUDY CONCERNING  
THE REDEVELOPMENT OF CERTAIN PROPERTY CURRENTLY  
IN THE CITY OF BERWYN, ILLINOIS  
AND THE INDUCEMENT OF CERTAIN REDEVELOPMENT EXPENDITURES**

**WHEREAS**, the City of Berwyn, Cook County, Illinois (the "City") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, the City is authorized to take certain actions pertaining to redevelopment activities; and

**WHEREAS**, the Mayor and City Council (the "Corporate Authorities") find and hereby declare that it is in the best interests of the City that certain property generally described in Exhibit A attached hereto and made a part hereof (the "Site") be revitalized and redeveloped; and

**WHEREAS**, it is recognized that the conditions which have resulted in the need for rehabilitation of the Site are economic and market conditions which are beyond the control of the City and are prominent in many shopping centers in the metropolitan area; and

**WHEREAS**, in order to revitalize and redevelop the Site, it may be necessary to undertake certain public improvements and to pay certain site acquisition, preparation, renovation and related costs (the "Project Costs"); and

**WHEREAS**, the Site has not been subject to maximum growth and development through investment by private enterprise and it is not reasonably anticipated to continue to produce property taxes of the same level as it previously had without certain public assistance by the City; and

**WHEREAS**, the City as the potential owners of the Site, has stated that but for certain public financing programs, it is unable to make substantial improvements necessary and, that but

## DRAFT

for certain public financing programs, it is further likely that the site will deteriorate and decline, to lose equalized assessed value; and

**WHEREAS**, the City is desirous of having the Site redeveloped, and the City believes that it is not economically feasible to do so without public intervention, given the impediments to development which characterize the Site; and

**WHEREAS**, State statute provides for a number of programs designed to promote private investment through use of public funding programs, including, but not limited to, the following: Tax Increment Financing (“TIF”) Districts (an overview of TIF is described in Exhibit B attached hereto and made a part hereof), Sales Tax Rebate, Business Development Districts, Illinois Department of Transportation Funds, Illinois Department of Economic Opportunity funds, and other federal, state and county funds (collectively, the “Programs”); and

**WHEREAS**, the Corporate Authorities have reviewed the economic conditions of the Site and have reason to believe that the costs of the necessary public improvements, site acquisition and preparation, rehabilitation, and certain other costs to be incurred may qualify for one or more of the Programs, provided the Corporate Authorities, within their sole discretion, approve a formal agreement which provides for any such program; and

**WHEREAS**, the City reasonably expects to reimburse itself, for certain costs expended within the City by incurring debt; and

**WHEREAS**, the Corporate Authorities reasonably believe that private entities will show their interest in investing private capital in the Site if, and only if, one or more Programs are adopted; and

**WHEREAS**, the Corporate Authorities agree that it is necessary to study the proposed area and all other relevant development plans and other pertinent documents is necessary in order to provide the necessary public assistance.

## **DRAFT**

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** The foregoing recitals shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

**SECTION TWO:** The Corporate Authorities will consider the use of the Programs including, but not limited to, Tax Increment Financing pursuant to State of Illinois statutes for the Site and may take such actions as they deem appropriate and necessary to induce quality development of the Site and, within their sole discretion, adopt any Program deemed necessary to implement the same including, but not limited to, condemnation of certain portions of the Site.

**SECTION THREE:** All undertakings of the City set forth herein are specifically contingent upon the ability of the City to determine, within its discretion, that the development/redevelopment project includes costs that would qualify for Tax Increment Financing or other forms of reimbursement pursuant to other applicable Programs.

**SECTION FOUR:** It is necessary and in the best interest of the City to commence with the construction and renovation of the Site and is hereby induced to make such reasonable expenditures in furtherance of its activities. If the costs of the improvements are qualified costs under the Act, the City will provide for such costs, which shall include reimbursement for the expenditures so authorized.

**SECTION FIVE:** The City may reimburse itself for certain expenditures with proceeds of debt to be incurred by the City.

**SECTION SIX:** The maximum principal amount of obligations expected to be issued for reimbursement of the expenditures is \$00,000,000.

**SECTION SEVEN:** The resolution shall constitute "official action" with respect to the issuance of bonds to finance the Project Costs within the meaning of Treas. Reg. Section 1.150-2.

**DRAFT**

**SECTION EIGHT:** Kane, McKenna and Associates, Inc. are hereby authorized to commence a study of the programs applicable to the site, in particular, Tax Increment Financing.

**SECTION NINE:** If any section, paragraph, clause or provisions of this Resolution shall be valid, said invalidity shall not affect any other provision of this Resolution.

**SECTION TEN:** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law. The City Clerk is directed to publish this Resolution in pamphlet form.

Approved by the Mayor and City Council of the City of Berwyn, Tax County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

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

**DRAFT**

**EXHIBIT A**

**DESCRIPTION**

(A general area description, not legal.)

**DRAFT**

**EXHIBIT B**

**Overview of TIF**

# DRAFT

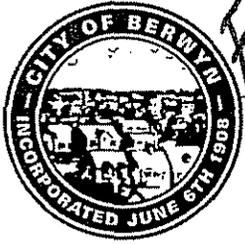
## **The Redevelopment Plan:**

The City recognizes the need for implementation of a strategy to revitalize properties within the boundaries of the TIF District or Redevelopment Project Area (RPA) and to stimulate and enhance private development. Business attraction and expansion are key components of the strategy. The needed private investment will be possible only if Tax Increment Financing (TIF) is adopted pursuant to the terms in the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, chapter 65, Section 5/11-74.4-1 et. seq., as amended. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts, which encompass the RPA in the form of a significantly expanded tax base.

## **An Overview of TIF**

TIF allows municipalities to carry out redevelopment activities on a local basis. The technique is used to pay for the public improvement and other services needed to prepare the Redevelopment Project Area for private investment. Through TIF, a community captures the increase in local real estate taxes, which result from the Redevelopment Project Areas. This increase in taxes may be used to pay for the public cost involved in the project.

Under TIF, the current equalized assessed valuation of all taxable real estate within the designated area is “frozen” at that level. This is the base EAV. Taxes are levied on the base EAV in the Redevelopment Project Area, including the County, school districts, township, etc. Any growth in property tax revenues as a result of the private investment in the Redevelopment Project Area (the tax increment) is put into a “special tax allocation fund”. These funds are then used to pay for the public investment made in the Redevelopment Project Area.



*File*

# THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

June 21, 2007

To: Members of the  
City Council

Re: Appointment of a Deputy Chief for Fire Department

Dear Ladies and Gentlemen:

With the announcement of the retirement of Deputy Chief Ken Waszak, the need to appoint a successor is at hand. I have interviewed possible candidates and have decided to appoint Michael Farnsworth to the position of Deputy Chief for the Fire Department effective July 4, 2007.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/dr



# THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

6780 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567  
www.berwyn-il.gov

June 21, 2007

To: Members of the  
City Council

Re: Amend 911 Board Ordinance

Dear Ladies and Gentlemen:

The 911 Board has proposed some changes to the ordinance that currently governs their board. They would like to increase the number of members from five (5) to seven (7) which will help with attendance conflicts of members. The Board would be made up of five (5) Public Safety Officers, one (1) citizen and one (1) elected official. In addition, they would like to establish a three (3) year term and stagger time limits in order to allow for four (4) members to be appointed to a three (3) year term and three (3) members to be appointed to a two (2) year term.

Your approval of these changes will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/dr



# THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

June 21, 2007

To: Members of the  
City Council

Re: Rental License Ordinance

Dear Ladies and Gentlemen:

A draft will be submitted by the Law Department for your approval.

Sincerely,

Michael A. O'Connor  
Mayor

MAO/dr

# Section G

## Reports and Communications From The City Clerk



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

## THOMAS J. PAVLIK CITY CLERK

June 22, 2007

To: Mayor and City Council

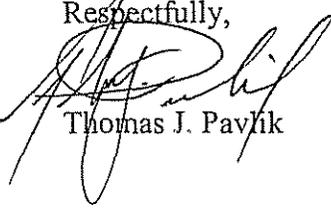
From: Tom Pavlik, City Clerk

Re: Possible Need for Remote Participation; 1<sup>st</sup> Ward Alderman

Dear Ladies and Gentleman,

Alderman Nona Chapman has been called out of State, due to a family situation. She has every intention of being back in Berwyn by Tuesday June 26<sup>th</sup>, in order to attend this meeting. If there is any unforeseen delay for her return, she has informed me that she would like to participate by phone, if the need arises. If necessary, please accept this, so as to be compliant with section 210.18 of the Berwyn Code of Ordinances for Electronic Attendance at Meetings. Thank you for your consideration of this matter.

Respectfully,

  
Thomas J. Pavlik

# Section H

## Communications From The Zoning Board of Appeals

# Section I

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

**CITY OF BERWYN**

**CITY COUNCIL MEETING**

JUNE 26, 2007

**Deferred Communication**

Agenda Item I-1 is a Deferred Communication from C C Meeting dated 06/12/07 Agenda item K-11

Re: ALAMO SHOES - SIDEWALK SALE

---

Roll Call/Tally Sheet  
City of Berwyn

Date: June 12, 2007

ITEM # 48

Time: 8:00 PM

**COUNCIL MEETING**

Member	Motion	Second	Yea	Nay	No Vote
CHAPMAN		✓			
RAMOS					
WEINER	✓				
SKRYD					
PHELAN					
LOVERO					
ERICKSON					
O'CONNOR					

Present	Asbent	Excused	Abstain

MOTION TO:	REFER TO:	COPIES	COMMENTS:
		TO:	
Approved as Submitted	Administration Comm.		
Approved as Amended	Budget Comm.		
Approved for Payment	Comm of Whole		
Accept as Info	Fire & Police Comm.		
Accept and File	Education Comm.		
Adopt	Public Works Comm.		
Concur	Ord/Resol Comm.		
Defer	✓ Recreation Comm.		
Refer	Bldg/Zon/Plan Comm.		
Defer / Refer	Mayor		
Deny	Law Dept.		
Grant Permission	Public Wrks Dept.		
Suspend the Rules	✓ H/R Dept.		
Bring Forward	✓ Police Dept.		
Germane	Building Dir.		
Defeated	Finance		
Carried	Collector		
Study & Report	Human Resources		
Recess	Tree Board		
Adjorn	Zon. Bd. Appeals		

CBC SHOE CORPORATION

FORM NO. 48  
DATE: JUN 12 2007  
POSITION

DBA Craig's Shoes

6548 W. Cermak Rd  
Berwyn, IL 60402  
(708) 795-8181  
(708) 484-0078 Fax

Kefer

May 30, 2007

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

Dear Mayor O'Connor and Members of City Council,

As you may know, Alamo Shoes has been sold as of May 1<sup>st</sup>, 2007. My name is Craig Cohen and I have over a decade of experience in the industry which gave me the foundation of understanding that led to my purchase of this unique opportunity.

I would like to continue in the past traditions of annual sidewalk sales that started with Phillips Shoes, continued with Alamo Shoes and now with me and my professional staff. Our first Annual Sidewalk sale is slated for June 28<sup>th</sup> - July 1<sup>st</sup> ... The event should bring additional pedestrian traffic, increased sales and visibility to the store as well as other retailers on the street. We will advertise the event and maintain the store front in good order both during the day and after each day of business.

My hope is that you would be willing to discuss this matter at the next meeting and grant us permission for the event during the above noted dates.

Kindly,

Craig Cohen  
CBC Shoe Corporation  
d/b/a Craig's Shoes

I-2

# Berwyn City Council

June 26, 2007

From 8th Ward Alderman Joel Erickson  
To Mayor O'Connor and  
The Berwyn City Council

Regarding: Property Rights / Quality of Life

Ladies and Gentlemen:

Some of the most interesting and comfortable homes and neighborhoods I have seen in Berwyn and other parts of the world have included the creative use and design of flower gardens, shrubbery, trees, fencing, patios and the incorporation of these features in the design of garages and homes. Roof top and second story patios and gardens can provide enormous value to the comfort and quality of a person's life as well as value to the home itself.

The restrictions on the design and creation of roof top patios imposed by section 1274.14 of the Berwyn Code do not serve residents well. It inhibits the creative use and design of property and, therefore, minimizes the opportunity residents have to design a lifestyle providing maximum comfort and enjoyment.

Therefore I move to repeal section 1274.14 of the Berwyn Code effective immediately and I am pleased to point out that the Director of the Building Department concurs with this position.

Respectfully  
Joel Erickson

1-3

## Berwyn City Council

June 26, 2007

From 8th Ward Alderman Joel Erickson  
To Mayor O'Connor and  
The Berwyn City Council

Regarding: Dangerous Alley Traffic

Ladies and Gentlemen:

The residents on the 1400 block of Oak Park and Grove Avenues have petitioned me to have "speed bumps" installed in the alley bordered by Oak Park Avenue on the East and Grove Avenue on the West. This alley experiences much heavier traffic than most other alleys throughout the city largely due to its proximity to the Prairie Oak School. Vehicles are regularly driven at excessive rates of speeds through this alley. The unlawful driving activity is chronic and the violations do not lend themselves to easy law enforcement.

Residents have pointed out to me that multiple "speed bumps" will be needed rather than merely placing one at the North and South alley entrances since drivers have a strong propensity to accelerate as they drive down the entire length of the alley.

Therefore I move that the Public Works Department be instructed to install multiple speed bumps in this alley that are placed in a manner that effectively inhibits drivers from accelerating to excessive speeds.

Respectfully,  
Joel Erickson

T-A



June 26, 2007

From 8th Ward Alderman Joel Erickson  
To Mayor O'Connor and  
The Berwyn City Council

Regarding: Legislative Intent: Used Cars -vs- Used Inventory

Ladies and Gentlemen:

As I am sure you are all well aware, Holiday Car & Truck Rental at 1221 Harlem in Berwyn rents cars and trucks in the regular course of business. Factually, nearly 100 percent of their business involves the rental of trucks. Incidental to its rental business is the periodic disposal of inventory which, for business purposes, has outlived its usefulness. The disposal of inventory is accomplished by the sale of these cars and trucks.

Recently the fact that this business resident engages in the periodic sale of cars and trucks was brought to the attention of Berwyn's City Collector who, in diligently performing her duties, advised the owners of Holiday Car & Truck Rental that they would need a special business license to engage in the business of selling used cars. The Collector further advised the owners that since the location of their rental business was within a C-2 Zoning District and "Used Car Lots" could exist only within C-3 Zoning Districts, the owners would be required to seek a zoning variance before a license to sell used cars could be issued. In addition and as an alternative to pursuing a zoning variation, the Collector advised the owners of their right to seek the advice and assistance of their alderman who might be able to suggest an alternative solution.

I believe the underlying question here is one of legislative intent. I believe a technical interpretation of the ordinance that imposes licensing requirements in this situation is inappropriate since the sale of used trucks is not an activity in the regular course of business. In the regular course of business, Holiday Car & Truck Rental rents vehicles virtually all of which are trucks and, in the regular course of the rental business, disposes of used inventory which happens to be used trucks. It is an activity incidental to their business purpose.

Therefore I move that the city council instruct the city attorney to advise the owners of Holiday Car and Truck Rental in writing that they are subject to neither Berwyn licensing requirements nor Berwyn zoning requirements and that they may continue to dispose of inventory that has outlived its usefulness as a rental vehicle in the regular course of business.

Respectfully  
Joel Erickson

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

MICHAEL A. O'CONNOR, *Mayor*  
6700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2680 • Fax: (708) 788-2567  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

**Seventh Ward Alderman****Robert J. Lovero****(708) 788-1885**

June 21, 2007

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

Re: Cartopia

Dear Mayor and Members:

The event known as "Cartopia" was held this past weekend for the second year in a row. Events such as these bring notoriety to Berwyn and provide a marketing event well worth the added cost to provide security and any other City services. Because this event is hosted by volunteers who seek only to put Berwyn on the map, I would think the City would not be assessing a charge for the minimal services provided.

Therefore, it would be my motion to waive any charges to the event sponsors of "Cartopia" and the accompanying parade.

Respectfully,

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

RJL:gal

# Section J

## Staff Reports

**CITY OF BERWYN**

**CITY COUNCIL MEETING**

JUNE 26, 2007

**Deferred Communication**

Agenda Item J -1 is a Deferred Communication from C C Meeting dated 06/12/07 Agenda item J-2

Re: HANDICAPPED SIGN FOR: 2416 HIGHLAND AVE

---

ITEM # 28

Time: 8:00 PM

**COUNCIL MEETING**

Member	Motion	Second	Yea	Nay	No Vote	Present	Asbent	Excused	Abstain
CHAPMAN		/							
RAMOS									
WEINER	/								
SKRYD									
PHELAN									
LOVERO									
ERICKSON									
O'CONNOR									

MOTION TO:	REFER TO:	COPIES	COMMENTS:
		TO:	
Approved as Submitted	Administration Comm.		
Approved as Amended	Budget Comm.		
Approved for Payment	Comm of Whole		<i>zunks</i>
Accept as Info	Fire & Police Comm.		
Accept and File	Education Comm.		
Adopt	Public Works Comm.		
Concur	Ord/Resol Comm.		
Defer	Recreation Comm.		
Refer	Bldg/Zon/Plan Comm.		
Defer / Refer	Mayor		
Deny	Law Dept.		
Grant Permission	Public Wrks Dept.		
Suspend the Rules	H/R Dept.		
Bring Forward	Police Dept.		
Germane	Building Dir.		
Defeated	Finance		
Carried	Collector		
Study & Report	Human Resources		
Recess	Tree Board		
Adjorn	Zon. Bd. Appeals		



*52*

# BERWYN POLICE DEPARTMENT

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



FM NO. 28  
DATE JUN 12 2007  
DISPOSITION defer

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

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

**DATE: 5-15-07**

**RE: HANDICAPPED SIGN FOR: SALVADOR Gomez**

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

2416 HIGHLAND

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

**cc: ALDERMAN Michele SKRYD - 4th Ward**



We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM AND LOG SHEET

Date received from local ordinance department 11/14/07

Name of applicant SALVADOR GOMEZ

Address 2416 HIGHLAND Telephone [REDACTED]

Nature of disability \_\_\_\_\_

Does applicant use Wheelchair  Walker  Cane  Oxygen

Vehicle make Honda License plate [REDACTED]

Handicapped card # \_\_\_\_\_ Vehicle tag # \_\_\_\_\_ Year \_\_\_\_\_

Parking availability Garage <sup>2</sup> YES Driveway NO Off street NO On street YES

Neighbor \_\_\_\_\_

Neighbor \_\_\_\_\_

### APPLICANT INTERVIEW

7-1)  
Logged in by Rivera Date 11-14-07 Application number 509

Date 11-14-07 Time 11:40 Complaint # 07-7733 Officer P. Williams

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

# Berwyn Police Department - Incident Report

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

Incident#: 07-07733

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-07733
WHEN REPORTED 05/14/2007 11:37	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 2416 S HIGHLAND AV BERWYN, IL 60402		HOW RECEIVED On View-Officer
TIME OF OCCURRENCE 05/14/2007 11:36		STATUS CODE (09) Administratively Closed	STATUS DATE 05/14/2007

INVOLVED ENTITIES						
NAME GOMEZ, SALVADOR		DOB	AGE	ADDRESS 2416 S HIGHLAND AV BERWYN, IL 60402		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE [REDACTED]
UCR 9039 (Other Public Service) - 0 count(s)				TYPE Other		RELATED EVENT #

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

Berwyn Police Department - Incident Report

**NARRATIVES**

PRIMARY NARRATIVE

Mr. Salvador Gomez

Mr. Salvador Gomez

There is a two a half car garage on the property and Mr. Salvador Gomez related that there is only one vehicle in the family but they use the garage for storages.

Mr. Salvador Gomez would like a spot in front of the home for parking because it would by easier then cleaning out the garage

Parking on the blocks is availably, at this time Reporting Officer observed fifteen vehicles parked on the whole 2400 block of Highland Ave.

Mrs. Salvador Gomez meets the requirements for being handicapped but does not meet the requirements in the City Ordinance.

Reporting Officer feels that this application should Not be approved.

Application number 509  
Nothing further this Reporting Officer.

REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
-------------------------------------	---------------	----------	--------



New APPLICANT  
THE CITY OF BERWYN, ILLINOIS

2007

CITY OF BERWYN – AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

Salvador Gomez  
(Name of Handicapped Person)

2416 South Highland Avenue Berwyn, IL60402  
(Address of Handicapped Person)

Salvador Gomez  
(Name of Applicant)

[REDACTED]  
(Phone Number of Handicapped Person)

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

Salvador Gomez  
(Signature of Applicant)

04/18/2007  
(Date)

\*\*\*\*\*

PHYSICIANS STATEMENT  
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

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

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

\_\_\_\_\_  
(Print – Name of Physician)

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

[Signature]  
(Signature of Physician)

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

\*\*\*\*\*

Handicapped State Plate # \_\_\_\_\_

Vehicle Tag # \_\_\_\_\_ Year \_\_\_\_\_

Regular State Plate # \_\_\_\_\_

Handicap State Card # \_\_\_\_\_

\*\*\*\*\*

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

**CITY OF BERWYN**

**CITY COUNCIL MEETING**

JUNE 26, 2007

**Deferred Communication**

Agenda Item **J-2** is a Deferred Communication from C C Meeting dated 06/12/07 Agenda Item **J-9**

Re: **APPOINTMENT OF BOND COUNSEL**

ITEM # 35

Time: 8:00 PM

**COUNCIL MEETING**

Member	Motion	Second	Yea	Nay	No Vote	Present	Asbent	Excused	Abstain
CHAPMAN		<input checked="" type="checkbox"/>							
RAMOS									
WEINER									
SKRYD									
PHELAN	<input checked="" type="checkbox"/>								
LOVERO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
ERICKSON		<input checked="" type="checkbox"/>							
O'CONNOR									

MOTION TO:	REFER TO:	COPIES	COMMENTS:
		TO:	
Approved as Submitted	Administration Comm.		
Approved as Amended	Budget Comm.	<input checked="" type="checkbox"/>	
Approved for Payment	Comm of Whole		
Accept as Info	Fire & Police Comm.		<i>zwks</i>
Accept and File	Education Comm.		
Adopt	Public Works Comm.		
Concur	Ord/Resbl Comm.		
Defer	<input checked="" type="checkbox"/> Recreation Comm.		
Refer	<input checked="" type="checkbox"/> Bldg/Zon/Plan Comm.		
Defer / Refer	Mayor		
Deny	Law Dept.		
Grant Permission	Public Wrks Dept.		
Suspend the Rules	H/R Dept.		
Bring Forward	Police Dept.		
Germane	Building Dir.		
Defeated	Finance		
Carried	Collector		
Study & Report	Human Resources		
Recess	Tree Board		
Adjorn	Zon. Bd. Appeals		



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

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

MEM NO. 25 www.berwyn-il.gov

DATE JUN 12 2007

DISPOSITION

*Refer to Report  
to Council*

## Memo

To: City Council and Mayor Michael O'Connor

From: Stephanie Navarro

Date: June 12, 2007

Re: Appointment of Bond counsel

---

One of the steps towards completing the debt restructure is the appointment of bond counsel for the debt restructure. There are three parties of attorney's involved with any debt issuance – bond counsel, local counsel and underwriter's counsel.

Bond counsel's role in a debt restructure is to give an opinion the validity of the bond offering, the security for the offering, and verify whether the debt is qualifies as tax exempt. Their opinion also provides comfort to the investors who purchase the bonds. The degree of confidence the investors have in the opinion of bond counsel will affect the bond sale.

There are many potential firms the City could choose for bond counsel. After careful consideration and discussions with many individuals, I am recommending that the City appoint Chapman and Cutler as our bond counsel.

Chapman and Cutler is a member of the National Association of Bond Lawyers and they are very well respected within the financial community (financial advisors, auditors, etc). I have attached an article written about the firm that describes their credentials much better than I could.

Additionally I have attached the engagement letter for your review. Please approve their recommendation as the City's bond counsel.

# CHAPMAN AND CUTLER LLP

Allan Ripp 212-262-7477 [arippnyc@aol.com](mailto:arippnyc@aol.com)  
John Garger 212-262-7484 [jgargernyc@aol.com](mailto:jgargernyc@aol.com)

## Chapman and Cutler Again Ranked as Most Active Bond Counsel in US

*Firm handled 600 issuer financings in 2006, marking 26 straight years as nation's most prolific legal advisor in tax-exempt market as tracked by Thomson Financial – No. 1 for deal volume in Illinois as well as for financings involving education-higher education; pollution control; Number 2 for multi-family housing by dollar volume*

---

CHICAGO, (February 13, 2007) – Continuing an unbroken success streak that dates to 1981 and longer, **Chapman and Cutler LLP** has once again advised on more tax-exempt transactions than any other law firm.

The public finance league tables for 2006 were issued recently by **Thomson Financial**, with Chapman again ranked the Number 1 legal advisor by number of long-term issuer financings.

Chapman served as issuer bond counsel on 600 tax-exempt financings last year, accounting for 160 more deals than the next highest law firm. On negotiated deals, the firm's total of 481 deals was 180 more than the Number 2 firm.

Chapman's public finance group counseled state and local municipalities and entities on a wide range of financings in 2006, raising \$8.7 billion in proceeds used to fund spending on new roadways, dormitories and other school and university facilities, water and sewage plants, hospitals and other public works. Issuers represented by Chapman are based largely in Illinois and the Midwest, as well as in California and Utah. Clients range from state governments and agencies to cities, counties, and incorporated villages and townships, as well as school districts and special purpose districts and non-profit corporations and authorities.

The firm's transaction total dipped somewhat from 2005's total of 652 deals, though it marked only the fourth time in 26 years that financings reached 600 or higher. In 1981 – the first year that Thomson Financial monitored the municipal market – Chapman advised on 150 tax-exempt issues.

Chapman also stood out in a number of other categories as bond counsel in 2006. The firm was ranked

- Number 1 advisor in Illinois, handling 522 new issues, accounting for \$5.97 billion in proceeds
- Number 1 for advising on largest number of education issues (261) and higher education (40)
- Number 1 for advising on largest number of new issues involving pollution control financings (17)
- Number 2 advisor for new issues by dollar volume tied to multi-family housing (\$321.0 million)
- Number 3 advisor for long-term new issues in Utah by dollar volume (\$343.2 million)

Nationally, Chapman also ranked in the Top 10 by dollar volume in a number of other noteworthy segments, including Number 4 advisor for combined utilities new issues and Number 6 advisor for health care new issues. The firm was the most active legal advisor in the U.S. for general obligation issues, refundings, and for long-term new issues under \$10 million.

"While not quite a record year, 2006 was among the most active periods for new financings, as municipalities and tax-exempt authorities showed a strong need to fund a host of important public projects in what has remained a moderate environment for interest rates," said **Daniel Johnson**, who chairs the public finance practice at Chapman and Cutler.

"We're pleased to have once again been at the center of so much activity and to have counseled clients across the spectrum of financing needs, from refundings and general purpose bonds to commitments for projects in public power,

education, affordable housing, critical care and pollution control. Public finance is a hallmark of our firm and we expect to remain a dedicated participant in this critical and vibrant market in the years ahead," Mr. Johnson added.

In addition to its work on behalf of issuers, Chapman frequently represents leading investment banking firms in their underwriting and remarketing of tax-exempt securities. The firm also advises on legislative issues that impact its public finance clients and their debt-issuance.

Let us know if you would like more detail about the firm's public finance practice.

###

#### **ABOUT CHAPMAN AND CUTLER LLP**

Since its founding in 1913, Chapman and Cutler LLP has focused on finance. The firm is recognized for the quality and sophistication of its work and its depth of experience in banking, bankruptcy and financial litigation, corporate finance and securities, public finance and tax. To complement that focus, the firm maintains a substantial corporate practice representing business entities in administrative and regulatory matters, commercial litigation, divestitures, employee benefits, environment, energy and resources, governmental relations, intellectual property, joint ventures, and mergers and acquisitions. The firm also provides trust and estate planning services for high net worth individuals. For more, go to [www.chapman.com](http://www.chapman.com)

Law Offices of

CHAPMAN AND CUTLER LLP

Theodore S. Chapman  
1877-1943  
Henry E. Cutler  
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080  
Telephone (312) 845-3000  
Facsimile (312) 701-2361  
chapman.com

San Francisco  
595 Market Street  
San Francisco, CA 94105  
(415) 541-0500

Salt Lake City  
201 South Main Street  
Salt Lake City, UT 84111  
(801) 533-0066

Patricia M. Curtner  
312-845-3815  
312-516-1815 Fax  
curtner@chapman.com

June 4, 2007

VIA UPS

Ms. Stephanie Navarro  
Finance Director, City of Berwyn  
City Hall  
6700 W. 26th Street  
Berwyn, Illinois 60402

Re: City of Berwyn, Cook County, Illinois  
Proposed Obligation Refunding Bonds, Series 2007

Dear Ms. Navarro:

We are pleased to provide this engagement letter for our services as bond counsel for the obligations in reference (the "*Bonds*"). Dave Phillips of Speer Financial, Inc., the City's financial advisor ("*Speer*") has advised us that the purpose of the issuance of the Bonds, briefly stated, is the payment of costs of a public capital infrastructure project and of refunding (the "*Refunding*") certain outstanding bonds heretofore issued by the City (the "*Prior Bonds*"). We are to be retained for the purpose of rendering our customary approving legal opinions as described in detail below.

A. DESCRIPTION OF SERVICES

As Bond Counsel, we will work with the following persons and firms: City officers and employees, general counsel to the City, the underwriters or other purchasers who purchase the Bonds or any portion thereof from the City (all of whom are referred to as the "*Bond Purchasers*") and counsel for the Bond Purchasers, Speer, trustee, paying agent and bond

Ms. Stephanie Navarro

June 4, 2007

Page 2

registrar and their designated counsel (all of the foregoing persons or firms, collectively, the "*Participants*"). We intend to undertake each of the following as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.

2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed (the "*Project*") or, for any portion of the Bonds to be issued for refunding purposes, the facilities or purposes financed with the proceeds of the Prior Bonds (the "*Prior Project*").

3. Review the proposed timetable and consult with the Participants as to issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law, relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project or the Prior Project, use and investment of Bond proceeds prior to expenditure, and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the Bond purchase agreement, if applicable, and, as may be requested, draft descriptions of the documents which we have drafted. We understand that the Bonds will be taken up by the Bond Purchasers in a negotiated sale and that the City will be assisted in the preparation of sale documents and in the process of the sale itself by the Financial Advisor. As Bond Counsel, upon request, we will assist the City in reviewing (only) those sections of the official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds, and matters pertaining to tax exemption.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings, and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and Bonds, opinions and document transcripts.

8. Render our approving legal opinions regarding the validity of the Bonds, the source of payment for the Bonds, and the federal income tax treatment of interest on the Bonds, which

Ms. Stephanie Navarro  
June 4, 2007  
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opinions (collectively, the "*Bond Opinion*") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at part D. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

#### B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Bond Counsel are limited as stated above. Among other things, our duties *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds or any other aspect of the Bond transaction, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, or the making of any investigation of or the expression of any view as to the creditworthiness of the City, the Project, the Prior Project or the Bonds.

2. Except as described in Paragraph (A)(5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering any advice, view or comfort that the official statement or other disclosure document (which may be referred to as the "*Official Statement*") does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see our comments below at paragraphs (D)(5) and (D)(6).

3. Except on special request, supervising any state, county or local filings of any proceedings held by the City Council of the City incidental to the Bonds.

4. Except on special request and pursuant to separate engagement, preparing any of the following — requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the Bonds, state legislative amendments, or pursuing test cases or other litigation.

5. Except on special request and pursuant to separate engagement, opining on securities laws compliance or as to any continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

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6. Except on special request and pursuant to separate engagement, after Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to Internal Revenue Service audits.

7. Any other matter not specifically set forth above that is not required to render the Bond Opinion.

#### C. ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us. However, our services as Bond Counsel are limited as set forth in this engagement letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. We will not be representing, advising or advocating the business terms or positions of any of the Participants. Also please note that the attorney-client privilege, normally applicable under State law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give express written notice to the City that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors and other persons active in the Illinois public finance market on a wide range of issues. In particular, we are general counsel to the parent of Harris N.A.. Prior to your execution of this engagement letter we may have consulted with a number of such firms regarding the Bonds including, specifically, the Bond Purchasers. Your acceptance of our services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements with the Bond Purchasers and Harris N.A.. Neither our representation of the City nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Further, this engagement letter will also serve to give express notice to the City that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which you are a party and are taking

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any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the City and such other governmental unit or withdrawal from representation.

We assume that the City will have its general counsel available as needed to provide advocacy in the Bonds transaction and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests. Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide a Bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

#### D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our comments as follows on this engagement and your and the City's role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other services hereunder, we will rely upon the certified proceedings and other certifications of City officials and other persons furnished to us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you, any officer, member of the governing body of the City or employee of the City, or any consultant retained as agent for the City (you personally and all such other individuals being collectively referred to hereinafter as "*you [or your].*"), are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid Bonds, with the Federal tax law for the tax exemption of interest paid on the Bonds, and with State and Federal securities law requiring complete and accurate disclosure in the Official Statement as to all material facts. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

Law Offices of  
CHAPMAN AND CUTLER LLP

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3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. To the extent that during the course of our representation of the City a relevant matter comes to our attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Official Statement, we will ask you about such apparent divergence of the facts in order to ascertain and confirm your view of the correct facts; but to the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Official Statement and the information upon which legal opinions related to the Bonds are based. The City's lawyers, financial advisors and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The Internal Revenue Service has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means the City must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the City's governing body also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the Bond issue size, use of proceeds and related matters.

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Page 7

7. We are also concerned about the adoption by the City of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision or any lobbyist registration ordinance, resolution, bylaw or code provision. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the City has adopted proceedings that are only as restrictive as such Act. However, if the City has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise of same.

#### E. FEES

As is customary, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Disbursements and other non-fee charges are billed separately and in addition to our fees for professional services. Factors which affect our billing include: (a) our estimate of the risk involved in our writing our normal "unqualified" approving Bond Opinion (risk is related to the size, complexity and tax questions in the transaction); (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Upon confirmation of the size, structure, timing and tax-exempt status of the Bonds we will be able to provide you with an estimate of our fees. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you and prepare an amendment to this engagement letter. Our statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the Bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

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June 4, 2007  
Page 8

#### F. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The Internal Revenue Service (the "*Service*") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the Service might commence an audit of the Bonds or whether, in the event of an audit, the Service would agree with our opinions. If an audit were to be commenced, the Service may treat the City as a taxpayer of purposes of the examination. As noted in paragraph 5 of Part B above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the City in the matter.

#### G. PENDING TREASURY CIRCULAR 230

We wish to call to your attention the publication by the U.S. Department of the Treasury ("*Treasury*") of certain amendments to Circular 230, rules of professional conduct governing the practice of attorneys and other tax advisors before the Internal Revenue Service. Those rules now require specific content for certain "written tax advice." A portion of the recent amendments became effective on June 21, 2005 (the "*Final Regulations*"), and a portion remains in proposed form (the "*Proposed Regulations*"). The Final Regulations specifically exclude "state or local bond opinions" (as defined in Notice 2005-47, issued June 7, 2005) from the specific content requirements of the Final Regulations, but only until the Proposed Regulations are finalized and become effective.

When the Proposed Regulations for "state or local bond opinions" are made final and become effective, and if these regulations are made final in the form now proposed, extensive and lengthy changes to the form of bond opinions generally and different, additional disclosures in the Official Statement, may be required. These new requirements may entail increased time for all transaction participants and are likely to increase costs. If those requirements become applicable to opinions we are expected to render hereunder, we reserve the right to increase our fees appropriately, subject to consultation with and agreement by you.

As noted, the Proposed Amendments with respect to "state or local bond opinions" have not been finalized by Treasury. They will not be applicable until 120 days after they are finalized and published. We are unable to predict when the Proposed Amendments may be finalized or what they may require. We are following actions with respect to the Proposed Regulations, and are happy to discuss their status and possible impact on your proposed transaction with you.

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#### H. RECORDS

After Closing, we will prepare and send to you what we have assembled as the Bonds transcript in a CD-Rom format. In addition, at your request, to be made at or prior to Closing, any other papers and property provided by the City will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion.

We call your attention to the City's own record keeping requirements as required by the Internal Revenue Service. Answers to frequently asked questions pertaining to those requirements can be found at <http://www.irs.gov/govt/content/0,,id=96167,00.html>, and it will be your obligation to comply for at least as long as any of the Bonds are outstanding, plus six years.

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June 4, 2007  
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I. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Patricia M. Curtner  
Patricia M. Curtner

Accepted and Approved:  
CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

Date: \_\_\_\_\_, 2007.  
Cc VIA EMAIL: Dave Phillips  
Al Boumenot

**CITY OF BERWYN**

**CITY COUNCIL MEETING**

JUNE 26, 2007

**Deferred Communication**

Agenda Item **J -3** is a Deferred Communication from C C Meeting dated 06/12/07 Agenda item **J-21**

Re: **OAK PARK REGIONAL HOUSING AGREEMENT**

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Roll Call/Tally Sheet  
City of Berwyn

Date: June 12, 2007

ITEM # 47

Time: 8:00 PM

**COUNCIL MEETING**

Member	Motion	Second	Yea	Nay	No Vote
CHAPMAN					
RAMOS					
WEINER		✓			
SKRYD					
PHELAN					
LOVERO	✓				
ERICKSON					
O'CONNOR					

Present	Asbent	Excused	Abstain

MOTION TO:	REFER TO:	COPIES	COMMENTS:
		TO:	
Approved as Submitted	Administration Comm.		
Approved as Amended	Budget Comm.		
Approved for Payment	Comm of Whole	✓	
Accept as Info	Fire & Police Comm.		2wks
Accept and File	Education Comm.		
Adopt	Public Works Comm.		
Concur	Ord/Resol Comm.		
Defer	Recreation Comm.		
Refer	Bldg/Zon/Plan Comm.		
Defer / Refer	Mayor		
Deny	Law Dept.		
Grant Permission	Public Wrks Dept.		
Suspend the Rules	H/R Dept.		
Bring Forward	Police Dept.		
Germane	Building Dir.		
Defeated	Finance		
Carried	Collector		
Study & Report	Human Resources		
Recess	Tree Board		
Adjorn	Zon. Bd. Appeals		



J-21

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

ITEM NO. 47

DATE JUN 12 2007

DISPOSITION refer + refer to court

June 8, 2007

Mayor Michael O'Connor  
City of Berwyn  
6700 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

**Re: Oak Park Regional Housing Center, Contract**

Dear Mayor:

Attached find a draft contract for the Oak Park Regional Housing Center. Our office has reviewed the Center's proposed contract and our suggested changes are in bold. We removed the "for cause" termination provision from the original draft and narrowed the indemnity provision from what was originally proposed.

The Center may make changes to the attached upon review by its legal counsel. I will advise Council on Tuesday as to any proposed changes.

Very truly yours,

Richard F. Bruen, Jr.

RFB/rs

Attachment

**CONTRACT FOR SERVICES BETWEEN  
CITY OF BERWYN AND  
OAK PARK REGIONAL HOUSING CENTER**

THIS AGREEMENT is entered into by the City of Berwyn, a municipal corporation (hereinafter referred to as "City") and the Oak Park Regional Housing Center (hereinafter referred to as "Contractor").

NOW THEREFORE, the parties agree as follows:

1. Length of Contract. This contract shall commence July 1, 2007 and shall terminate on December 31, 2007, and may be terminated by either part **with ninety (90) days** written prior notice with or without cause.

2. Contract Amount and Payment Schedule. In consideration of the Contractor undertaking to provide the services set forth in this agreement, the City agrees to pay the Contractor in accordance with the payment schedule attached hereto as Exhibit 1 for the term of this contract.

3. Scope of Services. The Contractor shall perform the services and make good faith effort to achieve the goals set forth in the description of services attached hereto as Exhibit 2 and made a part hereof.

4. Compliance With Law. The Contractor, in performing this agreement, shall:

a) Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a **disabled veteran or veteran**, or national origin, nor otherwise commit an unfair employment practice; and

b) Take affirmative action to ensure that applicants are employed without regard to race, religion, disability, creed, color, sex, age, sexual orientation, status as a **disabled veteran or veteran**, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selecting for training, including apprenticeship.

c) The Contractor agrees and authorizes the City to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

d) The Contractor agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected

official of the Contractor in the agreement or payments made pursuant to this agreement.

5. Personnel. The Contractor represents that it has or will secure all personnel and consultants necessary to perform the services required of it under this agreement. All services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

6. Approval of Budget. The Contractor shall submit to the City for review, at least ninety (90) days prior to the end of each calendar year, the Contractor's proposed budget for the following calendar year. Any request for funding from the City must receive approval from the City Council and Mayor.

7. Audits and Inspections.

a) Upon reasonable request, during normal business hours, the City may examine, and the Contractor shall make available, all of its records used in preparation of its progress and activity reports to the City with regard to all programs which are funded in total or in part by the City or through the City as a funding agent. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the City deems necessary.

b) The Contractor shall provide the City with the annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards. Said audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year.

8. Reports. The Contractor will submit written reports to the City as set forth in Exhibit 2 attached hereto and made a part hereof.

9. Indemnification.

a) The City agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members, and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands, or actions resulting from or in any way arising out of actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the agreement and to pay costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based in **any breach of contract or declaratory actions filed against Contractor by any third party. The City shall not be required to save and hold harmless, protect and defend the Contractor, from any and all costs, losses, in any other suits for damage or other relief, damages, rights, claims, demands,**

**or actions arising from the negligent or intentional conduct of the Contractor, its employees, Board Members, and other agents, including but not limited to actions under 42 U.S.C. § 1983, Title VII of the Civil Rights Act, the Illinois Human Rights Act, or Cook County Human Rights Ordinance.**

b) The Contractor agrees that the City shall have control over any litigation, administrative proceedings, or other legal action, including any settlement of any claim, suit, or legal action as the City deems expedient, provided that the City shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Contractor, or enter any plea of or in the nature of "nolo contendere," without the prior approval of the Contractor. Provided further that nothing in this paragraph or agreement shall prevent the City and the Contractor from agreeing to submit for defense and/or indemnification any matter which might otherwise be defended and/or indemnified by the City under this paragraph, to any insurance carrier of the Contractor.

c) All provisions of the agreement requiring the City to save and hold harmless, defend the Contractor, its employees, Board members, and other agents, and to pay all costs of any involvement in legal action shall survive any termination of the agreement and, if the Contractor, or its employees, Board members, or other agents, is or becomes involved in any proceeding or litigation by reason of the Contractor having been the City's agent through this agreement, such provisions shall apply as if this agreement were still in effect.

**10. Termination of Agreement or Suspension of Payment. The Contractor hereby acknowledges that the City Council and Mayor will review the performance criteria of the various agencies receiving funds from the City during the term of this agreement which may result in amendment to the agreement by mutual consent of the Contractor and the City during the term of the agreement. This agreement may be terminated with or without cause by either party upon providing ninety (90) days written notice of its intention to terminate said agreement.**

11. Notices. All notices required by this agreement shall be delivered either personally or by certified and regular mail to the City by delivering or mailing same to the Mayor at 6700 26<sup>th</sup> Street, Berwyn, IL 60402 and to the Contractor by delivering or mailing same to the Contractor's Executive Director at 1041 South Boulevard, Oak Park, IL 60302. Notice by mail shall be deemed to be delivered three (3) business days after the day of mailing.

12. Return of Unused Funds to the City After Termination of Agreement or Dissolution of the Contractor's Corporation. Upon the dissolution of the Contractor's corporation or termination of this agreement any unused funds of the Contractor originally provided by the City shall be immediately returned to the City. Funds, which have already been obligated by the Contractor at the time of the dissolution of the Corporation or at the

time of the Contractor's receipt of the City's notice to terminate the agreement, shall not be considered as "unused funds" for purposes of this section.

13. Assignment. The Contractor shall not assign this agreement or any part thereof and the contractor shall not transfer or assign any Funds provided hereunder or claims due or to become due hereunder without the written approval of the City having first been obtained.

14. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The Contractor further covenants that in the performance under this agreement, no person having such a conflicting interest shall be employed by the Contractor.

15. Amendments. This agreement constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this agreement shall be effective unless and until such changes are agreed to in writing by the parties

16. Headings. The section headings of this agreement are for convenience and reference only and in no way define or describe the scope of intent of this agreement and should be ignored in construing or interpreting this agreement.

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

FOR THE OAK PARK REGIONAL HOUSNG CENTER:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board President

FOR THE CITY OF BERWYN:

\_\_\_\_\_  
Mayor

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

**EXHIBIT 1**  
**SCHEDULE OF PAYMENTS**

The City will provide the Contractor an initial payment of \$62,500 (one half of the contracted amount due) upon the commencement of this contract.

Following the initial payment, the City will provide the Contractor additional payments of \$62,500 on a quarterly basis at the beginning of the second quarter within the term of this contract.

<b>Date of Payment</b>	<b>Amount</b>
July 1, 2007	\$ 62,500
October 1, 2007	\$ 62,500
Total	\$125,000

**EXHIBIT 2  
SCOPE OF SERVICES  
PROGRAM GOALS AND MEASURES**

1. Name of New Entity

The Contractor, the Oak Park Regional Housing Center, agrees to open a Berwyn location to be known as the Berwyn Housing Center.

2. Scope of Services

This agreement provides funding for the Contractor's program to achieve lasting and meaningful diversity in Berwyn's housing market, which is also the intention of the City of Berwyn. The Contractor will provide the following services:

a) Attract diverse clients to move to Berwyn through a marketing program that promotes Berwyn's rental housing market.

- 1) Conduct a comprehensive marketing program intended to attract clients of all races and ethnicities to Berwyn.
- 2) Conduct outreach efforts to attract and/or counsel clients from all racial and ethnic groups.
- 3) Provide counseling services to clients and listings of rental units that encourage affirmative moves to and within Berwyn.
- 4) Provide additional efforts for clients in need of further encouragement to make an affirmative move to or within Berwyn.
- 5) Refer clients wishing to purchase a home to local cooperating real estate agents or housing counseling agencies.

b) Improve the marketability of Berwyn rental units through a program that recruits property owners and managers to list with the Berwyn Housing Center.

- 1) Provide a free listing service for rental units in Berwyn.
- 2) Provide technical assistance on marketing, maintenance, and operation to cooperating owners/managers of rental property in Berwyn.

3. Program Goals and Measures

a) The City and Contractor agree on initial program goals of this agreement as follows:

- 1) Establish a location within the City of Berwyn.
- 2) Advertise the Berwyn Housing Market to attract diverse clients up to the dollar amount specified in the line item "Advertising" in the budget agreed to by the City and the Contractor.
- 3) Register 600 clients at the Berwyn location.
- 4) Counsel 600 clients and encourage affirmative moves to and within Berwyn.
- 5) Escort 200 clients to Berwyn rental units.
- 6) Recruit 100 property owners/managers.

- 7) Provide marketing assistance to 100 property owners/managers.
- 8) List 400 rental units in Berwyn.

b) The City and Contractor agree on initial program measures of this agreement as follows:

- 1) The number of registrations,
- 2) The number of affirmative moves made,
- 3) The number of vacancies filled,
- 4) The number of property owners/managers listing with the center, and
- 5) The number of units listed.

#### 4. Reporting Requirements

The Contractor agrees to provide the City with quarterly reports that will include quantitative data that demonstrate the progress made on program goals using the measurements agreed upon in subsection 3b in this Exhibit.

#### 5. Information Sharing

The City will provide, at the request of the Contractor, useful information to achieve meaningful and lasting diversity in Berwyn including:

- a) The most recent geo-demographic data available for the City of Berwyn at the most precise level possible, and
- b) Notices and findings of code violations or other property or property tax violations recorded with the City of Berwyn.



BERWYN

**POLICE DEPARTMENT**

J-4

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



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

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

**DATE:** 6-13-07

**RE: HANDICAPPED SIGN FOR:** *Thomas A. Woytus*

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

*1836 S. Kenilworth*

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

**cc: ALDERMAN** *Robert Lovero - 7<sup>th</sup> Ward*



We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM AND LOG SHEET

Date received from local ordinance department 15 MAY 07

Name of applicant THOMAS A WOYTUS

Address 1836 S KENILWORTH Telephone \_\_\_\_\_

Nature of disability \_\_\_\_\_

Does applicant use Wheelchair NO Walker NO Cane NO Oxygen NO

Vehicle make GA License plate \_\_\_\_\_

Handicapped card # AA 70583 Vehicle tag # \_\_\_\_\_ Year \_\_\_\_\_

Parking availability Garage YES Driveway NO Off street NO On street YES

Neighbor \_\_\_\_\_

Neighbor \_\_\_\_\_

### APPLICANT INTERVIEW

Logged in by M. RUCORNA Date 10 MAY 07 Application number 510

Date 10 MAY 07 Time 1215 Complaint # 07-9181 Officer RUCORNA

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

# Berwyn Police Department - Incident Report

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

Incident#: 07-09181

STATION COMPLAINT UCR 9039 (Other Public Service)	DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-09181
WHEN REPORTED 06/10/2007 00:00	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1836 S KENILWORTH AV BERWYN, IL 60402	HOW RECEIVED Telephone
TIME OF OCCURRENCE 06/10/2007 12:17	STATUS CODE (09) Administratively Closed	STATUS DATE 06/10/2007

INVOLVED ENTITIES						
NAME WOYTUS, THOMAS A	DOB	AGE	ADDRESS 1836 S KENILWORTH AV BERWYN, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9039 (Other Public Service) - 0 count(s)	TYPE Other			RELATED EVENT #		

**NARRATIVES**

**PRIMARY NARRATIVE**

MR. WOYTUS SUFFERS FROM /  
MR. WOYTUS DOES NOT USE A WHEELCHAIR, WALKER OR CANE, BUT

THERE IS A TWO AND HALF CAR GARAGE ON THE PROPERTY BUT THE OWNER USES THE GARAGE AND IT NOT FOR RENT.

MR. WOYTUS RELATED THAT HE WANTED A SPOT IN FRONT OF THE HOME FOR PARKING BECAUSE IT WOULD EASIER DUE TO HIS CONDITION.

PARKING ON THE BLOCK IS ALSO AVAILABLY, BUT THE PARKING IS LIMITED, AT THIS TIME REPORTING OFFICER OBSERVED TWENTY TO THIRTY VEHICLES PARKED ON THE WHOLE 1800 BLOCK OF KENIL WORTH AVE

MR. WOYTUS MEETS THE REQUIREMENTS FOR BEING HANDICAPPED AND ALSO THE REQUIRMENTS IN THE CITY ORDINANCE.

REPORTING OFFICER HAS A LETTER FROM THE MANAGER OF THE PROPERTY MR. PETE MORAN, MICHAEL J. WHO RELATED THAT HE DOES NOT HAVE ANY PROBLEMS WITH A SIGN BEING PLACED IN FRONT OF THE RESIDENCE. (COPY ATTACHED)

REPORTING OFFICER FEELS THAT THIS APPLICANT SHOULD BE APPROVED. APPLICATION NUMBER 510

NOTHING FURTHER THIS REPORTING OFFICER.

REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
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Berwyn Police Department - Incident Report

June 1, 2007

Pete Moran

Berwyn, Illinois 60402

To Whom It May Concern:

My name is Pete Moran, manager of the property at 1836 Kenilworth Ave. Thomas Andrew Woytus will be moving to my property as of June 1<sup>st</sup>, 2007. I approve the placement of the handicapped sign at the above address. Feel free to contact me a should there be any questions.

Sincerely,

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

Pete Moran



J-5

# BERWYN POLICE DEPARTMENT



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

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

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

**DATE:**        6-13-07

**RE:**            HANDICAPPED SIGN FOR: *RAOUL A. LOVENDAHLE*

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

          2716 S. EUCLID          

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

**cc: ALDERMAN Mark Weiner - 3<sup>rd</sup> Ward**



We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM AND LOG SHEET

Date received from local ordinance department Jun-07

Name of applicant RAOUL A LOVENDAH

Address 2716 S - EUCLID AVE Telephone \_\_\_\_\_

Nature of disability \_\_\_\_\_

Does applicant use    Wheelchair \_\_\_\_\_ Walker \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

Vehicle make x 2 PLYM / PONT License plate \_\_\_\_\_

Handicapped card # AD44683 Vehicle tag # \_\_\_\_\_ Year \_\_\_\_\_

Parking availability    Garage YES Driveway NO Off street NO On street YES

Neighbor \_\_\_\_\_

Neighbor \_\_\_\_\_

### APPLICANT INTERVIEW

Logged in by M. Rivera Date 6-12-07 Application number 513

Date 6-12-07 Time 1214 Complaint # 07-9396 Officer M. Rivera

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

CITY OF BERWYN - AFFIDAVIT FOR HANDICAPPED SIGN

PLEASE PRINT 2716 EUCLID AVE  
RAOUL A LOVEDALE  
(Handicapped Person Name) (Address)

SAME SAME  
(Applicant's Name) (Address)

MYSELF 708  
Relationship of Applicant to (Phone)  
Handicapped Person

PLEASE PRINT  
\*\*\*\*\*

STATEMENT OF QUALIFYING CIRCUMSTANCES FOR HANDICAPPED SIGN:

\_\_\_\_\_

DIFFICULTY WALKING

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT, AND IT SHALL BE PROHIBITED AND UNLAWFUL FOR ANY PERSON TO FILE A SWORN AFFIDAVIT WHICH SAID PERSON KNOWS TO BE FALSE OR BELIEVES TO BE FALSE.

Raoul A. Lovedale -18-07  
(Signature of Applicant) (Date)

PLEASE PRINT

\*\*\*\*\*

PHYSICIAN MUST FILL OUT THE NATURE OF PATIENT'S HANDICAP

with difficulty walking

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

Stanley 4/9/07  
(Physician's Signature) (Date)

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

\*\*\*\*\*

HANDICAPPED STATE PLATE: \_\_\_\_\_ VEHICLE TAG# \_\_\_\_\_ YR \_\_\_\_\_

\* BLUE 87 PONT HDR CITY \_\_\_\_\_  
REGULAR STATE PLATE # ~~XXXXXX~~ HANDICAP STATE CARD# AD 44623

WHITE'S PLUM VAN

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

\* Drives this car more frequently

# Berwyn Police Department - Incident Report

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

Incident#: 07-09296

STATION COMPLAINT UCR 9039 (Other Public Service)	DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-09296
WHEN REPORTED 06/12/2007 12:15	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2716 S Euclid AV Berwyn, IL 60402	HOW RECEIVED Radio
TIME OF OCCURRENCE 06/12/2007 12:14	STATUS CODE (09) Administratively Closed	STATUS DATE 06/12/2007

INVOLVED ENTITIES						
NAME LOVENDAHL, RAOUL	DOB	AGE	ADDRESS 2716 S EUCLID AV BERWYN, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE (708)
UCR 9039 (Other Public Service) - 0 count(s)			TYPE Other		RELATED EVENT #	

INVOLVED VEHICLES					
VEHICLE #	STATE IL	TYPE Van/Minivan	INVOLVEMENT		
YEAR	MAKE	MODEL	COLOR	COMMENTS	

**NARRATIVES**

**PRIMARY NARRATIVE**

Mr. Raoul A Lovendahl from 2716 South Euclid Ave Berwyn, Ill 60402 708- suffers from / in both of his legs.

Due to the problems in walking any distances.

There is a two and half car garage on the property Mr Lovendahl related that the garage is used but would like a spot in front of the home for parking because it would be easier for him.

Parking on the block is also available.

Mr. Lovendahl meets the requirements for being handicapped and meets some of the requirements in the City ordinance.

Reporting Officer feels that this handicapped sign application should be approved.  
Application number #513

Nothing furthers this Reporting Officer.

REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
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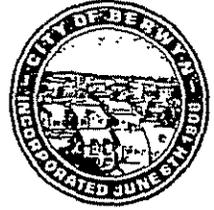
Berwyn Police Department - Incident Report



We Serve and Protect

*File*

# BERWYN POLICE DEPARTMENT



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

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

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

**DATE:        6-13-07**

**RE:            HANDICAPPED SIGN FOR: *ANTOINETTE DUBSKY***

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

*2428 Kenilworth*

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

**cc:    ALDERMAN *Mark WEINER 3<sup>RD</sup> Ward***



We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM AND LOG SHEET

Date received from local ordinance department \_\_\_\_\_

Name of applicant ANTOINETTE DUBSKY

Address 2428 KENILWORTH Telephone \_\_\_\_\_

Nature of disability \_\_\_\_\_

Does applicant use Wheelchair \_\_\_\_\_ Walker \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

Vehicle make \_\_\_\_\_ License plate \_\_\_\_\_

Handicapped card # \_\_\_\_\_ Vehicle tag # \_\_\_\_\_ Year \_\_\_\_\_

Parking availability Garage YES Driveway NO Off street NO On street YES

Neighbor \_\_\_\_\_

Neighbor \_\_\_\_\_

### APPLICANT INTERVIEW

Logged in by RIVORA Date 10 JUN 07 Application number 511

Date 5-12-07 Time 0800 Complaint # \_\_\_\_\_ Officer Rivora

Date 5-16-07 Time 1800 Complaint # \_\_\_\_\_ Officer Rivora

Date 5-22-07 Time 0907 Complaint # \_\_\_\_\_ Officer Rivora

Date 6-10-07 Time 1300 Complaint # 07- Officer Rivora

# Berwyn Police Department - Incident Report

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

Incident#: 07-09183

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Other Public Service	INCIDENT # / DDT # 07-09183
WHEN REPORTED 06/10/2007 00:00	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 2428 S KENILWORTH AV BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 06/10/2007 12:48	STATUS CODE (09) Administratively Closed		STATUS DATE 06/10/2007

INVOLVED ENTITIES						
NAME	DOB	AGE	ADDRESS			
DUBSKY, ANTIONETTE			1428 S KENILWORTH AV BERWYN, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
						(
UCR 9039 (Other Public Service) - 0 count(s)			TYPE		RELATED EVENT #	

NAME	DOB	AGE	ADDRESS			
DUBSKY, PETER E			3437 S EUCLID AV BERWYN, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
						/
UCR 9039 (Other Public Service) - 0 count(s)			TYPE Other		RELATED EVENT #	

Berwyn Police Department - Incident Report

**NARRATIVES**

**PRIMARY NARRATIVE**

Reporting Officer attempted four times to speak with Mr. and Mrs. Dubsky in regards to Mrs. Antoinette Dubsky Dob ... m 2428 south Kenilworth Ave Berwyn, Ill 60402 708- ! regarding her handicapped parking sign application for herself.

Reporting Officer attempted on May-12-07 at 0800 hours,  
on May-16-07 at 1200 hours,  
on May-22-07 at 0907 hours  
and on June-10-07 at 1300 hours with negative results.

There is a two and half car garage on the property and parking on the block is also availably.

Mrs. Dubsky, Isle meets the requirements for being handicapped per the Illinois Secretary of State via Illinois handicapped card

Due to Reporting Officer unable to contact the applicant and that they is no vehicle that is registered at that address.

Reporting Officer feels that this application should Not be approved.

Application number #511

Nothing furthers this Reporting Officer.

REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
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**BERWYN  
POLICE DEPARTMENT**



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

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

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

**DATE:**        *6-13-07*

**RE:**            **HANDICAPPED SIGN FOR:** *Curtis Brown*

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

*6746 W. 21<sup>ST</sup>*

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

**cc:    ALDERMAN *Robert Lovero - 7<sup>th</sup> Ward***



We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

## HANDICAPPED PARKING INTERVIEW FORM AND LOG SHEET

Date received from local ordinance department May 5-07

Name of applicant CURTIS BROWN

Address 6746-W- 21<sup>ST</sup> Telephone 20

Nature of disability \_\_\_\_\_

Does applicant use Wheelchair 302 Walker \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

Vehicle make PONTIAC License plate \_\_\_\_\_

Handicapped card # AG 47121 Vehicle tag # \_\_\_\_\_ Year \_\_\_\_\_

Parking availability Garage YES Driveway NO Off street NO On street YES

Neighbor \_\_\_\_\_

Neighbor \_\_\_\_\_

### APPLICANT INTERVIEW

Logged in by M. Brown Date 10 JUNE 07 Application number 872

Date May 12-07 Time 1200 Complaint # 114 78 Officer Brown

Date JUNE 10-07 Time 1330 Complaint # 07-8184 Officer Brown

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Complaint # \_\_\_\_\_ Officer \_\_\_\_\_

# Berwyn Police Department - Incident Report

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

Incident#: 07-09184

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-09184
WHEN REPORTED 06/10/2007 00:00	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 6746 W 21ST ST 302 BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 06/10/2007 13:40	STATUS CODE (09) Administratively Closed		STATUS DATE 06/10/2007

**INVOLVED ENTITIES**

NAME	DOB	AGE	ADDRESS			
GRAHAM, TINA LOUISE			6746 W 21 ST 302 BERWYN, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9039 (Other Public Service) - 0 count(s)				TYPE Other		RELATED EVENT #

NAME	DOB	AGE	ADDRESS			
*			**			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9039 (Other Public Service) - 0 count(s)				TYPE Other		RELATED EVENT #

**NARRATIVES**

**PRIMARY NARRATIVE**

On May 12 2007 at 1200 hours Reporting Officer spoke with Mrs. Graham, Tina Louise from 6746 west 21st Street Apt#302 regarding her handicapped parking sign application for Mr. Brown Curtis who suffers from

Mr. Brown uses

Mrs. Graham related that there is a garage on the property but it's not for rent and that she is not the owner of the apartment building and would like a spot in front of the home for parking because it would be easier due to his condition and that the garage is not for rent.

Parking on the block is also available but limited. Reporting Officer observed twenty to thirty vehicles parked on the whole 6700 blocks of Euclid Ave and on 21st street.

Mr. Brown meets the requirements for being handicapped and also meets some of the requirements in the City Ordinance.

Reporting Officer advised Mrs. Graham that I would have to speak with the owner via the telephone or in person to verify that he did not have any problems with a sign being placed in front of the apartment building if one was assigned.

Reporting Officer advised Mrs. Graham that Reporting Officer would also request a letter or speak to the owner before a sign can be approved.

As of June 10-2007 no letter or unable to speak with the property owner.

Reporting Officer feels that this application should Not be approved.

Application number 511

REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
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Berwyn Police Department - Incident Report

Page 1 of 1

# New Applicant

## CITY OF BERWYN - AFFIDAVIT FOR HANDICAPPED SIGN

PLEASE PRINT

Curtis Brown  
(Handicapped Person Name)

6746 21st Street  
(Address)

Tina L. Graham  
(Applicant's Name)

708-  
(Phone)

PLEASE PRINT

\*\*\*\*\*

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

Tina L. Graham  
(Signature of Applicant)

4.3.07  
(Date)

PLEASE PRINT

\*\*\*\*\*

### PHYSICIAN MUST FILL OUT THE NATURE OF PATIENT'S HANDICAP

Curtis is diagnosed with

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

[Signature]  
(Physician's Signature)

4/5/07  
(Date)

[Signature]  
(PLEASE PRINT - PHYSICIAN'S Name and Address)

1-707  
(Phone)

\*\*\*\*\*

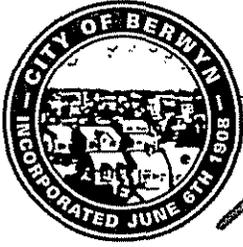
HANDICAPPED STATE PLATE \_\_\_\_\_

VEHICLE TAG # \_\_\_\_\_ YR \_\_\_\_\_

REGULAR STATE PLATE # \_\_\_\_\_

HANDICAP STATE CARD # 47121  
AE

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



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

June 21, 2007

To: Mayor Michael O'Connor & City Council Members  
From: Patrick Ryan, Public Works Director  
Re: Opening of Bids for Holiday Decorations

Staff is seeking approval to seek bids for the Holiday Decorations Program during the July 10, 2007 City Council meeting.

The contract award for this program will be for a three year basis and will follow the type of decorations. All proposals must include new decorations for the first year and routine maintenance.

### **Recommended Actions:**

Staff recommends the City Council allow the publishing of a Request For Bids for the Holiday Decorations Program during the July 10, 2007 City Council meeting.



THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

3700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567

www.berwyn-il.gov

June 20, 2007

To: Mayor Michael O'Connor, City Council Members

From: Pat Segel, Human Resources

Re: Request to Replace Position

The CDBG Dept. would like to recruit a replacement for their Blight Inspector who will be transferring to another department on June 26<sup>th</sup>, 2007.

Attached is a job description for the replacement.

Thank you.

**CITY OF BERWYN**  
**JOB DESCRIPTION**

**Position Title:** Blight Inspector, Entry Level

**Reports to:** Program Director

**Department:** CDGB Program

**Primary Purpose:**

Principle responsibility is to provide assistance to property owners for correcting deficiencies and to determine if owner is eligible for assistance through the City's Single Family Rehab Program.

**Principal Duties and Responsibilities:**

1. In HUD eligible or low and moderate income census block groups, conducts exterior building inspections; notes any deficiencies or violations of code, notes any units failing to meet minimum code requirement for habitability; prepares reports on violations; notifies property owners of problems and recommends step to correct the violations and conducts re-inspections to determine if problem has been resolved.
2. Determines if property owner is eligible for City's Single Family Rehab Program and provides information and programs available through the Community Development Department to pay for correcting code violations.
3. Will also do foreclosure processing

**Position Requirements:**

**Formal Education:** - High School diploma or equivalent.

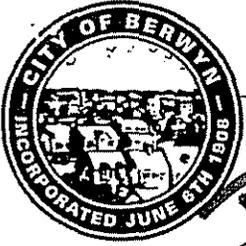
**Previous Work Experience:** - Prefer knowledge of methods and practices used in construction and repair, building codes and their application, some knowledge of zoning ordinances.

**Technical or Specialized Knowledge:** - Excellent communication skills and working skills in reading and interpreting plats of survey, legal descriptions and topographical drawings. Must be bi-lingual (English/Spanish).

**Certifications:** - Valid Illinois Drivers License

**Working Conditions:** -

Must be able to stand, walk, reach with arm and hands, climb, crouch, stoop and crawl. Outdoors in all weather conditions.



THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

www.berwyn-il.gov

June 20, 2007

To: Mayor Michael O'Connor, City Council Members

From: Pat Segel, Human Resources

Re: Request to Replace Position

The Community Outreach Dept. would like to recruit a replacement for their Administrative Assistant who will be resigning her position on July 1<sup>st</sup>, 2007.

Attached is a job description for the replacement.

Thank you.

## JOB DESCRIPTION – CITY OF BERWYN

<b><u>Position Title:</u></b>	Administrative Assistant
<b><u>Reports to:</u></b>	Senior Advocate
<b><u>Department:</u></b>	Community Outreach

### **Primary Purpose:**

The primary purpose is to provide administrative support to the Senior Advocate and to assist the seniors in the City with their transportation needs.

### **Principal Duties and Responsibilities:**

1. Assists seniors with scheduling their bus needs and provides dispatch information to the drivers.
2. Assists with fundraising activities, and assists with grant writing preparation.
3. Responsible for organizing and maintaining department files, records.
4. Provides meeting set-up assistance.
5. Schedules all appointments.
6. Answers phone and responds according to the needs of the caller.

### **Position Requirements:**

**Formal Education:** - high school or equivalency

**Previous Work Experience:** - five years of experience working in a senior advocacy environment

**Technical or Specialized Knowledge:** - Excellent interpersonal and computer skills. Microsoft Word. Bi-Lingual English/Spanish preferred, but not required.

### **Working Conditions:**

Office environment. Must work a flexible schedule based on the needs of the department.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

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

\_\_\_\_\_  
Managers/Supervisor's Signature



# BERWYN POLICE DEPARTMENT



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

June 20, 2007

## Re: Proposed amendments to Vehicle Impoundment Ordinance

Mayor Michael O'Connor  
Members of the Berwyn City Council

Dear Mayor and Aldermen;

In order to enhance the quality of life and the safety of the citizens of Berwyn, I am proposing that the following amendments to the city code (ordinances) be effected:

**Any motor vehicle found being operated with open alcohol within the passenger cabin would be subject to impoundment.** *(Recently during a roadside safety check, one out of every three vehicles was found to contain open containers of alcohol.)*

**Any vehicle found being operated with more than 2.5 grams of cannabis is found within the passenger cabin would be subject to impoundment.**

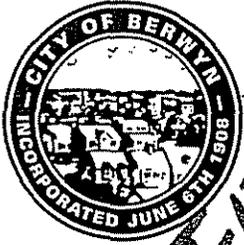
**Any vehicle found to be operated by a driver whose license is suspended or revoked be subject to impoundment.** *(82 Arrests for these offenses from January 1<sup>st</sup> 2007 through June 20<sup>th</sup>)*

**Any vehicle operated and occupied solely by minors wherein alcoholic beverages are found, would be subject to impoundment.**

The fees/fines for these impoundments would be the same as those for vehicles impounded under the prohibited noises section of the City Ordinances..

Respectfully submitted,

  
William R. Kushner  
Chief of Police



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

MICHAEL A. O'CONNOR, *Mayor*

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

June 20, 2007

To: Honorable Mayor O'Connor  
Alderman of the City Council

Re: Amendment to the Building Code regarding Principal Structure Demolition Permits

Dear Ladies and Gentleman,

The attached draft Ordinance revises the City Code pursuant to the demolition of principal building structures by requiring City Council approval prior to permit issuance, except in the case of emergency situations. The ordinance was drafted by the Law Department in preparation for Council discussion at the last COW meeting. Although time did not permit Council review, the draft ordinance was submitted electronically and will be included in the COW and CC agendas for the next regular meeting of the Council on June 26<sup>th</sup>.

The Attached draft has additionally been revised pursuant to discussions with Alderman and Resolution & Ordinance Committee Chairman Robert Lovero regarding application to principal buildings rather than all building structures. I respectfully request Council consideration and approval of the attached ordinance amendment.

Sincerely,

Bruce A. Bonebrake  
City Attorney

Cc: Building Department

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

**AN ORDINANCE AMENDING SECTION 1443.05 OF THE BERWYN CODE TO REQUIRE CITY COUNCIL APPROVAL OF BUILDING STRUCTURE DEMOLITION REQUESTS PRIOR TO THE ISSUANCE OF DEMOLITION PERMITS WITHIN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

**WHEREAS**, the City of Berwyn requires all owners of real property to obtain a permit prior to the demolition of any structure in the City of Berwyn; and,

**WHEREAS**, the regulation of principal building structure demolition is a legitimate municipal action with potentially significant policy considerations; and,

**WHEREAS**, the City Council has determined that all requests for demolition of principal structures should be reviewed and approved by an action of the City Council.

**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:** Section 1443.05 DEMOLITION PERMITS is hereby amended to read as follows (with proposed additions underlined, and proposed deletions ~~stricken~~):

1443.05        DEMOLITION PERMITS.

- (a) In General. A demolition permit is required for the demolition of any structure, building or alteration, which would require a building permit. No principal building or structure shall be issued a demolition permit unless such request is approved by express action of the City Council.
- (b) Notice to Utilities; Disconnection of Services and Equipment. Before a structure is demolished or removed, the owner or his or her agent shall notify all utilities having service connections within the structure, such as water, electric, gas and sewer, of the pending demolition. A demolition permit to demolish or remove a structure shall not be issued until a release is obtained from the utilities, stating that their respective service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.

- (c) Notice to Adjoining Owners. Only when written notice has been given by the applicant to the owners of adjoining lots, and to the owners of wired or other facilities, of which the temporary removal is necessitated by the proposed work, shall a demolition permit ~~be granted~~ request for the removal of a principal building or structure be reviewed by the City Council for approval. Such notice shall include the time, place and date of City Council review.
  
- (d) Maintenance of Unsafe or Hazardous Conditions. When, in the opinion of the Building Director, a principal structure is in an unsafe or hazardous condition, the provisions of City Council action may be waived in order to protect against imminent danger. Whenever a structure is demolished or removed, the premises shall be maintained free from all unsafe or hazardous conditions by the proper regulation of the lot and restoration of established grades.

**SECTION 3:**

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

**SECTION 4:**

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

**SECTION 5:**

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

**ADOPTED** this \_\_\_\_\_ day of June, 2007, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				

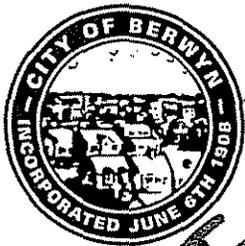
Weiner				
Skryd				
Phelan				
Lovero				
Erickson				
O'Connor (Mayor)				
TOTAL				

**APPROVED** by the Mayor on June \_\_\_\_\_, 2007.

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

ATTEST:

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



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

MICHAEL A. O'CONNOR, *Mayor*

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June 22, 2007

To: Honorable Mayor Michael A. O'Connor  
Aldermen of the City Council

Re: Resolution Authorizing CDBG Subrecipient Agreement with Cook County

Dear Ladies and Gentlemen,

The Attached Resolution fulfills an important CDBG requirement related to the receipt of \$300,000 to administer a single family rehabilitation program. Recently, the City of Berwyn received a commitment from Cook County to administer a federally funded HOME Investment Partnership Program providing up to \$30,000 for qualified Berwyn low-income homeowner assistance regarding the financing of home ownership or rental housing which is decent, safe, and sanitary. The CDBG Department requested Law Department review of the attached documents. Following Law Department review and revision, the Resolution authorizing execution of the attached Subrecipient Loan Agreement is respectfully presented for approval and will allow the Community Development Department to commence program implementation

Sincerely,

Bruce A. Bonebrake  
City Attorney

Cc: CDBG Department

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF BERWYN AND COUNTY OF COOK**

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

Section 1. **WHEREAS**, a request has been made by the City of Berwyn to the County of Cook, Illinois (“the County”) to participate in the County’s HOME Investment Partnership Program and receive funding for a single family rehabilitation program;

Section 2. **WHEREAS**, the County has approved the City of Berwyn’s request and has authorized the sum of \$300,000.00 to be used by the City to administer a single family rehabilitation program;

Section 3. **WHEREAS**, as a condition of receiving funding the City of Berwyn is required to execute a Subrecipient Agreement between the City of Berwyn and the County of Cook;

Section 4. **WHEREAS**, it is in the best interests of the public to expedite the execution of said Agreement so that said funds can be received and the public programs to which they are intended to be used can be commenced as soon as possible;

Section 5. **THEREFORE, BE IT RESOLVED** by the City Council of the City of Berwyn, pursuant its Home Rule municipal authority, that the Mayor and Clerk are hereby authorized to execute the Subrecipient Agreement and various forms contained therein, and make all required submission and do all things necessary to make submission for the funds requested in Section 1 of this Resolution.

Section 6. **THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL**, of the City of Berwyn that Mayor and City Clerk be and are hereby directed and authorized to execute any and all additional documents necessary to carry out the HOME Investment Partnerships Program for the City of Berwyn.

**PASSED AND APPROVED THIS 26<sup>th</sup> day of June, 2007**

\_\_\_\_\_  
Michael O’Connor  
Mayor

ATTEST:

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

CERTIFICATION

The undersigned and duly qualified Clerk of the City of Berwyn hereby certifies that the attached copy of Resolution No. \_\_\_\_\_ authorizing execution of the Subreceptient Agreement between the City of Berwyn and the County of Cook, Illinois is a true and correct copy of said Resolution as passed by the City Council of the City of Berwyn on the 26<sup>th</sup>, day of June, 2007, which Resolution as of the \_\_\_\_, day of June, 2007 is still in full force and effect.

Dated this \_\_\_\_\_ day of June, 2007.

By: \_\_\_\_\_  
Thomas J. Pavlik, Clerk

(SEAL)

Project Nos. 348900001 through 34890000 \_\_\_\_\_

**SUBRECIPIENT LOAN AGREEMENT**  
(HOME - SINGLE FAMILY RESIDENTIAL REHABILITATION PROGRAM)

This Agreement is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the County of Cook, a body politic and corporate of the State of Illinois (the "**County**") whose address is 69 W. Washington Street, Suite 2900, Chicago, Illinois and the City of Berwyn, an Illinois municipality (the "**Subrecipient**") whose address is 6700 West 26<sup>th</sup> Street, Berwyn, Illinois 60402.

**WHEREAS**, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section VII and has been designated a "Participating Jurisdiction" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, The HOME Investment Partnerships Act, as amended (the "**Act**"), which is implemented by the HOME Investment Partnerships Program, 24 CFR Part 92, as amended ("**HOME Program**"); and the County will receive an entitlement of funds during the period of October 1, 2006, through September 30, 2007, pursuant to the Act; and

**WHEREAS**, the County has established the County HOME Program ("**County HOME Program**") pursuant to the Act and the HOME Program. The County HOME Program assists in the financing and provision of affordable home ownership or rental housing which is decent, safe and sanitary, to low and very-low income persons; and

**WHEREAS**, if the Subrecipient is a municipality deriving its authority from the "Illinois Municipal Code" (65 ILCS 5), or is a home rule municipality deriving its authority from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

**WHEREAS**, if the Subrecipient is a housing authority deriving its authority from the "Housing Authority Act" (310 ILCS 10/1, et seq.); or

**WHEREAS**, if the Subrecipient is an intergovernmental agency deriving its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) and the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

**WHEREAS**, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.);

**WHEREAS**, the Subrecipient wishes to participate in the County's HOME Program under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of

the Subrecipient for funds for the purposes set forth herein and in particular, of assisting one or more eligible single family home owners to finance the rehabilitation of their owner-occupied homes (the "**Project**" or "**Projects**"), and has approved the award of funds for the program described in the Program Summary attached hereto and incorporated herein by reference as Exhibit A (the "**Subrecipient's Program**"); and

**WHEREAS**, the Subrecipients understands and agrees that this Agreement, the loan described herein, and the Subrecipient's Program itself, shall be subject to the terms and conditions of and Subrecipient must comply with the Act, the HOME Program, and the County HOME Program requirements, all as they may be amended and supplemented from time to time; and understands and agrees that it is a condition of the loan that Subrecipient, each household receiving funds for a rehabilitation as a result of this Agreement ("**Borrower**"), and each contractor hired for a Project ("**contractor**") shall also comply with same and shall cooperate with the County at all times with respect to the implementation and enforcement of the terms and conditions of same.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. RECITALS**

The foregoing recitals are incorporated herein by reference and made a part hereof.

**2. CONSIDERATION**

The County agrees to make the loan described herein in consideration of the Subrecipient executing this Agreement and the documents required by paragraph 5 of this Agreement (the "**Loan Documents**") and agreeing to be bound by the terms and conditions of all of these, and Subrecipient's commitment that the Projects done under this Agreement will provide decent, safe, sanitary, and affordable housing units for low and very low income persons and families as set out in Exhibit A. In consideration of the County making the loan described herein, the Subrecipient hereby agrees to undertake the obligations, work and activities described herein and in the Loan Application, and agrees to bind to this Agreement the Subrecipient and the Subrecipient's successors and assigns.

**3. TERMS OF THE LOAN; SECURED LOAN**

- A. **Loan Amount And Interest.** The County shall loan to the Subrecipient and the Subrecipient shall borrow from the County a loan in the principal amount of Three Hundred Thousand and no/100 U.S. Dollars (\$300,000.00) which principal shall bear no interest (the "**Loan Funds**" or the "**Loan**"). The Loan shall be evidenced by this Agreement.
- B. **Additional Costs.** Any and all advances or payments made by the County

hereunder, from time to time, and any amounts expended by the County in connection with the Loan, as and when advanced or incurred, ("Additional Costs"), shall be subject to the remedies provisions of paragraph 20 of this Agreement and said Additional Costs shall be and shall constitute additional indebtedness, whether or not the aggregate of such indebtedness, together with the disbursements made by the County of the proceeds of the Loan, shall exceed the amount of the Loan as set forth in paragraph 3(A) hereof.

- C. **Loan Expenses.** The Subrecipient shall pay all loan expenses related to the closing administration and payout of the Loan Funds and title charges, including costs incurred by the County.
- D. In no event shall the County or any of its officers, agents, employees, or servants be obligated or bear liability for payment, the performance of any obligations undertaken or costs incurred by the Subrecipient, a Borrower or a contractor. The allocation of these funds shall in no way obligate the County to operate or construct any portion of the Projects. No County funds other than the amount of HOME funds specified herein shall be disbursed to the Subrecipient pursuant to this Agreement.
- E. This Agreement neither obligates nor precludes the County from further accepting or distributing funds to which it is entitled under the HOME Program nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.
- F. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.
- G. The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement without said prior written approval shall be a violation of this Agreement. Violation of this provision may result in cancellation or suspension of funds, termination or suspension of this Agreement in whole or in part at the County's discretion, and the exercise of any other remedy set forth in paragraph 20 of this Agreement.
- H. **Lead Hazard Reduction Work.** Notwithstanding any other provisions of this Agreement, the portion of the rehabilitation work on an individual project which is attributable to lead hazard reduction work shall be a grant to the homeowner.

#### 4. **REPAYMENT; AFFORDABLE HOUSING REQUIREMENTS; TERM**

- A. The Subrecipient is not required to repay the loan unless an event of default occurs

under this Agreement or the Loan Documents.

No offset or claim that the Subrecipient now has or may have in the future against the County shall relieve the Subrecipient from paying any amounts due under this Agreement or from performing any other obligations contained herein.

- B. The affordable housing requirements of the HOME Program apply to the Loan. The Subrecipient understands and agrees that Borrowers must be income-qualified households meeting the owner-occupancy affordable housing requirement of 24 CFR Section 92.254(C) and that only real property and housing units meeting the affordable housing requirements of said Section may be the subject of a Project. Further the Subrecipient agrees to adhere to the schedule of units to be assisted as set out in Exhibit A. Property that is the subject of a Project shall be referred to as "**Property**".
- C. This Agreement and the Subrecipient's obligations as set forth herein commence upon the date first written above and remain in effect through the period set forth in paragraph 27 hereof, notwithstanding the future assignment of any Note, Mortgage and other Loan Documents by the Subrecipient to the County.
- D. **Resale.** Subrecipient agrees and understands that under the County's rehabilitation program, the homeowner shall be subject to a resale provision pursuant to paragraph 5 (D).

## 5. **LOAN DOCUMENTS; INCORPORATION OF TERMS**

Prior to the County's execution of this Agreement, the Subrecipient, at the Subrecipient's sole cost and expense, must deliver to the County, in substance satisfactory to the County, the following Loan Documents, the terms and provisions of which are incorporated herein by reference and made a part of this Agreement:

- A. Certificate Regarding Lobbying;
- B. Duly certified evidence that the Subrecipient's governing body has duly adopted or passed as an official act a resolution, motion or similar action:
  - (i) specifically authorizing the Subrecipient's Program, the County's Loan, Subrecipient's compliance with the Act, the HOME Program, and the County HOME Program;
  - (ii) authorizing all other transactions contemplated by this Agreement, and the execution of all documents necessary to effectuate the Loan and all other transactions contemplated by this Agreement; and
  - (iii) specifying the name and official capacity of the individual(s) authorized to execute and attest said documents, and authorizing and directing said person(s) to submit to this Agreement and all understandings and assurances contained herein, to act in connection

with the submission of this Agreement, and to provide such additional information as may be required;

- C. All other documentation as necessary to comply with this Agreement and to effectuate the Loan; and
- D. The subrecipient shall loan to the homeowner ("the Borrower") amounts for rehabilitation work. The loan shall be evidenced by a note and a mortgage on the Borrower's property and any other documents necessary to evidence the loan agreement. The mortgage shall be recorded at the County's Recorder of Deeds Office and thereafter assigned to the County. Upon sell, transfer or otherwise alienation of the property, the Borrower shall be required to repay the loan amount to the County.

## 6. PROJECT LOAN DOCUMENTATION

Prior to and as a condition precedent to the execution of each Homeowner Loan Agreement by the Subrecipient and the Borrower and the execution of the Note and Mortgage by the Borrower, Subrecipient must submit to the County the following, in substance satisfactory to the County:

- A. A current Title Commitment for a Mortgage ALTA policy issued by the Subrecipient's title company.
- B. Evidence satisfactory to the County of the fair value of the Property confirming that there is sufficient equity in the Property to secure the HOME Mortgage lien against the Property. Said evidence can be either a written appraisal, evidence of review of the County Assessor's record, evidence of comparables, or other evidence satisfactory to the County.
- C. Specifications and drawings of eligible work to be done to correct substandard conditions, make essential improvements and repair major housing systems for the Project, and if required by the local building and zoning department, plans for the foregoing (collectively "**Plans**"). If the amount of the Loan attributable to the cost of rehabilitation is Thirty Thousand Dollars (\$30,000.00) or less, the County has the option to defer its review and approval of the Plans to a time to be determined by the County in its sole discretion. The County will review the Plans only as to the rehabilitation to be undertaken or that has been undertaken. This review and approval is for County purposes only and is not a review or approval of the quality, or other similar characteristics of the Plans or work performed or to be performed thereunder, including but not limited to matters related to health, safety, building, zoning and any and all laws applicable to the Project, including but not limited to laws related to the foregoing. Such County approved Plans shall be incorporated herein by reference and made a part hereof.

- D. A certification by Subrecipient that Subrecipient has received from the Borrower and reviewed and approved all other documents paragraph 6 of the specimen Homeowner Loan Agreement requires Borrower to submit to the Subrecipient.

## 7. INITIAL DISBURSEMENT OF FUNDS

Disbursals for each Project may be requested for work done. The County shall disburse Loan Funds to the Subrecipient for a Project only after the County Project Construction Manager reviews and approves the work and Subrecipient has submitted the documents set forth in this paragraph 7 to the County for review and approval. The review and approval of the work is for County purposes only and is not a review or approval of the quality, or other similar characteristics of the work performed, including but not limited to matters related to health, safety, building, zoning and any and all laws applicable to the Project, including but not limited to laws related to the foregoing. The review and approval of the aforementioned documents shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient.

- A. The following documents executed by the Subrecipient and the Borrower for the Project, which documents the Subrecipient shall require each Borrower to execute and deliver to Subrecipient, all in form and substance substantially equivalent to the specimen documents provided by the County, the receipt of which specimen documents the Subrecipient hereby acknowledges:
  - a. a Homeowner Loan Agreement;
  - b. a Note;
  - c. a Mortgage, recorded by the Cook County Recorder;
  - d. a Copy of the HUD-1 or HUD-1A Settlement Statement from the closing for the foregoing mortgage; and
  - e. a Certificate Regarding Lobbying.

**In administering any loan of HOME funds to a Borrower as a result of this Agreement, the Subrecipient shall comply with the Real Estate Settlement and Procedures Act and all regulations promulgated thereunder, each as they may be amended and supplemented from time to time.**

- B. A certification by the Subrecipient that the Subrecipient has received from the Borrower and reviewed and approved all other documents paragraph 5 of the specimen Homeowner Loan Agreement requires Borrower to submit to the Subrecipient.
- C. Lien waivers for the work done.
- D. Upon request of the County, any and all form or blank forms, and all other applicable documents, agreements and contracts.

- E. The Subrecipient agrees and understands that program income, if applicable will must be returned to the County.

**The Subrecipient agrees that all overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 20 of this Agreement shall not affect the liability of Subrecipient for such repayment of the Loan Funds.**

## **8. SUBSEQUENT AND FINAL DISBURSEMENT REQUIREMENTS**

- A. **Subsequent Disbursements.** The County shall make subsequent disbursements only after the County Project Construction Manager reviews and approves the work and the Subrecipient submits to the County for review and approval a Sworn Owner's Statement, Sworn Contractor's Statements, and lien waivers for the work done.
- B. **Final Disbursement.** Subrecipient must request a final disbursement for each Project no later than twelve (12) months from the date of this Agreement. Subrecipient shall advise the County when it is making such a request. The final disbursement shall not be made until the County Project Construction Manager reviews and approves the work and the Subrecipient delivers to the County, and the County approves, the following:
  - I. final lien waivers;
  - ii. a current Sworn Owner's Statement and a current ALTA Statement, executed by the Borrower and dated no sooner than the date of disbursement;
  - iii. a current Sworn Contractor's Statement and if applicable, current Sworn Subcontractor's Statements;
  - iv. any other documents required by the Title Company;
  - v. a statement of undisbursed funds;
  - vi. if applicable, an executed Amendment to the Homeowner Loan Agreement, Note and Mortgage, and any information necessary to explain the amendment of said documents based upon the statement of undisbursed funds;
  - vii. two executed duplicate originals of an Assignment of the Loan Documents (assigning the Note or Junior Note, the Mortgage or Junior Mortgage, and the Collateral Assignment of Beneficial Interests, if applicable, and any amendments of said documents). The Subrecipient shall also submit evidence that the Trustee has accepted the Assignment. The County shall record and bear the cost of recording the Assignments. The Subrecipient shall record any Amendments to the loan documents.
  - ix. Copies of all other Loan Documents and the Supporting Documentation

- required by paragraphs 5 and 6 of the Specimen Homeowner Loan Agreement;
- x. a certified copy of the Insurance Certificates reflecting that the County has been named in lieu of the Subrecipient, under the policies required by paragraph 7 of the Specimen Homeowner Loan Agreement, as applicable; and
  - xi. a receipt evidencing payment for the policy referred to in paragraph 6(A) hereof and payment for a later date of said policy issued to the County, as insured, after the recordation of the Assignment of the Loan Documents from the Subrecipient to the County.

## **9. PROPERTY STANDARDS**

The Subrecipient understands and agrees that housing rehabilitated with HOME funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. In the absence of a local code, HOME-assisted rehabilitation must meet, as applicable, one of three model codes: Uniform Building Code (ICBO), National Building Code (BOCA), Standard (Southern Building Code (SBCCI); or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.925. Or 200.926.

## **10. USE OF PROCEEDS**

The Subrecipient understands and agrees that the Loan Funds shall be used solely for those items of work for a Project reviewed and approved by the County as set forth in paragraph 6 of this Agreement, subject to written approved change orders, and solely for the Project described in each Homeowner Loan Agreement with a Borrower, at the Property described therein. The purpose of a Project is to bring the Property up to Section 8 Housing Quality Standards or local codes, whichever is more stringent, and not to remodel the Property.

## **11. SUBRECIPIENT'S REPRESENTATIONS**

The Subrecipient warrants, represents and agrees that the Subrecipient will adhere to and comply with the following:

- A. All obligations imposed upon the Subrecipient by the Homeowner Loan Agreement, Mortgage, and Note which the Subrecipient shall require each Borrower to execute and deliver to the Subrecipient.
- B. No employee, agent, consultant, officer, elected official or appointed official of the County, the Subrecipient, or a Borrower, who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside

information with regard to these activities, shall obtain a financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, subject to the exceptions set forth in 24 CFR Section 92.356.

- C. No funds under this Agreement will be used for, or in aid of, any personal political purpose and the Subrecipient will comply with the provision of the Hatch Act which limits the political activity of employees.
- D. Pursuant to the Stevens Amendment to the Department of Defense Appropriation Act of 1989, Subrecipient agrees to clearly state in all press releases, request for proposals, bid solicitations, and other documents in relation to or describing Projects funded in whole or in part with Federal funds: 1) the percentage of total costs of the Program or Project which will be financed with Federal funds and 2) that the exact dollar amount of Federal funds which will be set aside for a Project will be based on the contract amount award under the bid solicitation or request for proposal. Estimates of reasonable ranges may be used when the exact percentage is unknown at the time of communication.
- E. The County shall assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 and other authorities as specified in 24 CFR 58.5; and that the Subrecipient is authorized and consents to accept the jurisdiction of the Federal courts for the purpose of enforcing the requirements of said Act and regulations.
- F. All bidding shall be conducted pursuant to, and the Subrecipient shall comply with, the requirements of 24 CFR Part 92, which include the requirements of 24 CFR Part 85, Section 85.36 and revised OMB Circular A-110, or 24 CFR Part 84, Sections 84.40 through 84.48, as applicable.
- G. For each Project, the Subrecipient shall require the Borrower to obtain all governmental approvals required by law for the rehabilitation, ownership and operation of the Project.
- H. The Subrecipient has received a copy of and agrees to be bound by and comply with the provisions of the Cook County Manual of Administrative Procedures for Residential Rehabilitation, which is incorporated herein by reference; and further, that a breach of any provision of said manual is a breach of this Agreement; provided, however, that upon direction of the County, the Subrecipient shall use forms provided by the County rather than the forms contained in said Manual. The provisions of federal laws, rules and regulations shall prevail over any conflicting provision of said Manual.
- I. Any gross income received by the Subrecipient which is generated directly or

indirectly from the use of HOME funds, which includes gross income received from the disposition of property acquired with HOME funds and repayment of HOME funds by Borrowers, constitutes Return on Investment. The Subrecipient must immediately remit all Return on Investment to the County. The Subrecipient agrees to remit all Return on Investment on hand at or after the expiration of this Agreement.

- J. The Subrecipient shall transfer to the County all HOME funds received by the Subrecipient from a Borrower, all HOME funds on hand, and all accounts receivable attributable to the use of HOME funds, which funds and accounts receivable are traceable to this Agreement.

## **12. MAINTENANCE AND INSPECTION OF RECORDS**

The Subrecipient shall maintain, in accordance with the HOME Program and 24 CFR Section 92.508, as amended, all books, records and other documents ("records") required to be maintained by a participating jurisdiction under said Section, and shall maintain other records as required by the HOME Program, and as may be required from time to time by the County HOME Program, and all records specified in Exhibit B attached hereto and incorporated herein by reference. Further, the Subrecipient shall comply with the provisions of Exhibit B.

The Subrecipient shall maintain these records for the period from the date of this Agreement until five (5) years after the later of the following: (a) completion of all close-out procedures respecting these Loan Funds, where said close-out is determined by the County in its sole discretion; or (b) the final settlement and conclusion of all issues arising out of this Loan, this Agreement, the Loan Documents, and the rehabilitation work; or © resolution of all litigation, claims, negotiations, audits, or other actions in relation to any of the foregoing. These records shall be subject to the right of access during reasonable hours by any duly authorized representative of the County, HUD, or the Comptroller General for the purposes of inspection, copying and auditing.

## **13. ACCOUNTING PROCEDURES; AUDIT REQUIREMENTS**

During the term of this Agreement, the Subrecipient shall maintain substantially the same accounting system currently used by the Subrecipient, which system shall be maintained to generally accepted accounting standards. Should a change become necessary, Subrecipient shall notify the County in writing of such change and explain the nature of and the reasons for such change.

In the event that an audit of the County HOME Program or the Projects by either the County or HUD results in a determination that any particular amount of Loan Funds were expended for ineligible items; Loan Funds were paid out for work not done; Loan Funds were expended for work not done up to Section 8 Housing Quality Standards and local codes and ordinances (and, where required, Cost Effective Energy Conservation

Standards); or that Loan Funds were otherwise expended in violation of Federal law or regulation, or in violation of this Agreement, the Subrecipient shall be in default.

The Subrecipient agrees to adhere to the following audit requirements:

- A. For the purpose of this Agreement, Subrecipient agrees that it shall be deemed to be classified as a "Major Recipient" under the Single Audit Act of 1984 (31 USC 7501-7507) ("Audit Act").
- B. Permit the County Auditor, the HOME Investment Partnerships Program Auditor, or an Independent Public Accountant designated by the County, to audit the Subrecipient's HOME Investment Partnerships Program records. The Subrecipient further agrees to fully cooperate with such audit should the County require such an audit.
- C. The Subrecipient agrees to file an Annual Performance Report with the County until all Projects are completed.
- D. Annually submit a Single Audit Report as a Major recipient of a Federal Assistance Program, regardless of the amount of HOME funds received from the County in any one Subrecipient fiscal year, which Single Audit Report shall include both a financial and compliance audit, which audit shall include all the items set out in the Audit Act for a Single Audit Report for a Major Recipient under said Act. Said reports shall be submitted to the County within six (6) months of the end of the Subrecipient's fiscal year.
- E. Prepare the financial statements of the HOME Investment Partnerships portion of the Single Audit Report in accordance with the "Guidelines for Preparing Financial Statements-HOME Investment Partnerships Funds" set forth in Section III of Exhibit B hereto.
- F. All costs associated with the preparation of the Single Audit report shall be paid by the Subrecipient with non-HOME Investment Partnerships funds.
- G. Immediately return to the County any unused funds.

#### **14. CONTINGENT LIABILITIES OR BUSINESS CHANGES**

During the term of this Agreement, the Subrecipient shall notify the County in writing of any actual or possible litigation, arbitration or administrative proceeding against the Subrecipient or any of the officers, agents, employees, principals, or partners thereof or changes in occupancy or of the status quo that might materially or adversely affect the security of any Homeowner Loan Agreement entered into as a result of this Agreement.

#### **15. LEAD-BASED PAINT**

The Subrecipient shall comply with and conduct or cause to be conducted all necessary inspections pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and the implementing regulations promulgated at 24 CFR Part 35, both as amended, supplemented and/or superseded from time to time. The Subrecipient shall use the forms provided by the County and make all required written notifications. In the event that it is necessary to remove lead-based paint from a Property, the Subrecipient shall require the Borrower to cooperate with the Subrecipient in order for the project to be in compliance with federal law and regulation. The Subrecipient shall keep all necessary documentation for the required length of time.

The Subrecipient acknowledges receipt of a copy of the current federal Lead-Based Paint notification, shall provide a copy of same to each Borrower, and shall incorporate same in each rehabilitation file.

## **16. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS**

During the term of this Agreement the Subrecipient shall:

- A. Not discriminate, in the solicitation, selection, or provision of supplies, employees, contractors or services, against any person on the grounds of race, color, creed, religion, sex, age, handicap, national origin, ancestry, familial or marital status, or unfavorable military discharge.
- B. Comply with generally and administer the Subrecipient's Program in compliance with the following, all as they may be subsequently amended and supplemented:
  - i. The Federal Fair Housing Act (42 USC 3601-20), as amended; Fair Housing Act Amendments of 1988; the implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended; Title VIII of the Civil Rights Act of 1964 (18 USC 3601), as amended; and any other implementing regulations promulgated under any of these;
  - ii. Title VI of the Civil Rights Act of 1964 (42 USC 2000d), as amended; the implementing regulations at 24 CFR Part 1; Age Discrimination Act of 1975 (42 USC 6101-6107), as amended; the implementing regulations at 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended; the implementing regulations at 24 CFR Part 8, as amended; the Illinois Human Rights Act (775 ILCS 5/1-101 et seq. 1992); and any other implementing regulations promulgated under any of these;
  - iii. Executive Order 11246, as amended, and the implementing regulations at 41 CFR Part 60, as amended (Equal Employment Opportunity);
  - iv. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and any implementing regulations promulgated thereunder;

- v. Executive Orders 11625, 12432 and 12138 and any implementing regulations promulgated thereunder (direction of training, employment and other economic opportunities toward local low income residents and business concerns);
  - vi. The Flood Disaster Protection Act of 1973, as amended, (42 USC 4001-4128), including the flood insurance purchase requirements of Section 102 (a) thereof, and the implementing regulations promulgated under said Act, Executive Order 11988 relating to the evaluation of flood hazards, Executive Order 11288 relating to the prevention, control, and abatement of water pollution, and the National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d));
  - vii. The National Historic Preservation Act of 1966, as amended, (16 USC 468), and the implementing regulations at 36 CFR Part 800, and shall provide the County with a certified copy of the Historic Preservation Act letter;
  - viii. The Environmental Barriers Act, 410 ILCS 25/1 et seq. (1992), the Illinois Accessibility Code, 71 Ill. Adm. Code 400 and, if applicable, the Americans With Disabilities Act, 42 U.S.C. 12101 et seq. and the implementing regulations;
  - ix. The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5;
  - x. Federal rules and regulations described in Subpart K (Program Administration) and Subpart H (Administrative Requirements) of 24 CFR Part 92; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 92.352 and 24 CFR Part 52; and
  - xi. Any and all other applicable laws, ordinances, rules, regulations, Office of Management and Budget circulars, and executive orders. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government.
- C. If the Subrecipient is a governmental agency, comply with the requirements of OMB Circulars A-87, A-128, and A-133 and the following requirements of 24 CFR Part 85: 85.6, 85.12, 85.20, 85.22, 85.26, 85.35, 85.36, 85.44, 85.51, and 85.52.
- D. If the Subrecipient is a not-for-profit agency, comply with the requirements of OMB Circulars A-122 and A-133; and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through

84.28, 84.30, 84.31, 84.34, through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

**17. EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, ancestry, age, marital status, familial status, handicap, unfavorable discharge from military service, or national origin. This prohibition against discrimination shall include but is not limited to the following areas: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; lay-off; termination; rates of pay or other forms of compensation; selection for training including apprenticeship; discipline; tenure; or terms, privileges or conditions of employment.
- B. The Subrecipient shall state in all solicitations or advertisements for employees placed by or on Subrecipient's behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, ancestry, age, marital status, familial status, handicap, unfavorable discharge from military service, or national origin.
- C. The Subrecipient shall incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to the HOME Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations, which clause is incorporated herein by reference.
- D. The Subrecipient will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work; provided, however, that if the Subrecipient is a unit of local government, the said equal opportunity clause is not applicable to any other agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- E. The Subrecipient will assist and cooperate actively with the County and HUD in obtaining the compliance of contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development and the County.
- F. The Subrecipient will furnish the County and HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County and HUD in the discharge of primary responsibility for securing compliance.
- G. No HOME funds will be used to fund or to employ, award contracts to, or

otherwise engage the services of any contract or party listed in the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35, 84.44 or 92.357, as applicable.

- H. The Subrecipient will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors by the Secretary of Labor, the County or HUD.
- I. Discrimination as used herein shall be interpreted in accordance with applicable law as construed by court decisions.
- J. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of this Agreement pertaining to equal employment opportunity. The Subrecipient agrees to fully cooperate with the County relative to any such investigation or review. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment, HUD Notice No. 901, which sets forth various provisions of this paragraph.

**18. CONSTRUCTION; LABOR; COMPLETION DATE**

- A. The Subrecipient agrees that, to the greatest extent practicable, it will make an affirmative effort to recommend to Borrowers minority, women, and disadvantaged owned businesses, and small businesses, for contract and subcontract work, including professional services and equipment, and may use the County's Directory of Minority, Women and Disadvantaged Business Enterprises in its efforts to comply with this paragraph. The Subrecipient shall keep documentation as to these and other affirmative efforts in accordance with paragraph 11 hereof. Affirmative steps shall include the following:
  - i. Including qualified small and minority businesses on solicitation lists.
  - ii. Assuring that small and minority businesses are solicited whenever they are potential sources.
  - iii. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - iv. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.

- v. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
  - vi. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (I) and (v) above.
- B. The Subrecipient understands and agrees that construction on all Projects must commence within twelve (12) months of the date of this Agreement. No requests for exceptions or extensions will be granted. A Project not started within said twelve (12) months will be terminated and the Project funds will be deobligated.
  - C. The Subrecipient represents to the County that construction on all Projects shall be completed within eighteen (18) months from the date of this Agreement. No exceptions to the time to complete will be granted. Any Loan Funds not expended within said time frame will be deobligated by the County and shall be credited against the outstanding debt hereunder.

**19. EVENTS OF DEFAULT**

In the event of default the County has available to it all of the remedies set forth in paragraph 20 of this Agreement. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 or 84.60 through 84.62 as applicable, the Subrecipient's failure to comply with or failure to observe and perform each and every one of the terms, covenants, promises, and agreements on its part to be observed and performed under this Agreement, whether due to failure or inability to perform or any other cause whatsoever, is an event of default. Events of default also include but are not limited to:

- A. Discovery by the County of any material misrepresentation, falsity, or omission in any representation, statement, affidavit, certificate, exhibit, instrument or document, including this Agreement, given or delivered by the Subrecipient or Guarantors of the Loan to the County in connection with the application for Loan Funds and in the making of this Agreement and the Loan Documents;
- B. The Subrecipient's failure to make any payments under this Agreement when due;
- C. The bankruptcy, reorganization, dissolution or liquidation of the Subrecipient or Guarantors of the Loan, or the sale, exchange, disposition or change in ownership of whatever nature of Subrecipient or Guarantors of the Loan;
- D. The Subrecipient's failure to complete a Project within the specified time

period; and

- E. The Subrecipient's failure to assign and deliver to the County the Loan Agreement, Note, Mortgage and other Loan Documents for each Project no later than completion of the Project, or upon the request of the County, whichever occurs first. The assignment must be accepted by the County to be valid.

**20. TERMINATION OR SUSPENSION**

- A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 92.504, if the County determines that the Subrecipients:
  - i. has not complied with or is not complying with;
  - ii. has failed to perform or is failing to perform; or
  - iii. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:
    - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
    - b. demand refund of any funds disbursed to Subrecipient;
    - c. deduct any refund or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
    - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
    - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance
    - f. withhold further awards for the program;
    - g. take other remedies legally available; or
    - h. take appropriate legal action.
- B. The County may send written notice suspending, effective immediately

the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program.

- C. The County may send written notice to the Subrecipients suspending or terminating the Agreement in whole or in part if the County determines, in its sole discretion, that the Subrecipients is committing or has committed any one or more of the following acts or similar acts such as:
  - i. used or is using fraudulent, coercive or dishonest practices;
  - ii. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
  - iii. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit C hereto. The notice will be immediately effective. In addition, the County may also take any one or more of the actions listed in subparagraph A. of this paragraph; provided, however, that if County exercises any of the remedies listed in subparagraph A. As a result of Subrecipient's act or omissions under this subparagraph C, such notice will be immediately effective.
  
- D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 92.504, this Agreement may be terminated for convenience, in whole or in part, as follows:
  - i. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or
  - ii. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

**21. REMEDIES**

- A. Subrecipient agrees that in the event of default the County may immediately upon written notice:
  - I. Withhold further disbursement pending correction of deficiencies by the Subrecipient;

- ii. Demand and receive from Subrecipient refunds of any Loan Funds disbursed to Subrecipient;
  - iii. Deduct from any Loan Funds obligated to but not expended by the Subrecipient, whether from this or any other of Subrecipient's Programs, any refunds or repayments due;
  - iv. Demand and receive the entire balance of the outstanding principal and any other sums advanced ("**acceleration**") if the default is not cured within thirty (30) days of the County's written notice of the default and the acceleration;
  - v. Disallow (that is, deny both use of Loan Funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  - vi. Terminate or suspend, in whole or in part, this Agreement, the Subrecipient's Program, or any other contractual agreements the County may have with Subrecipient;
  - vii. Institute a suit to recover any Loan Funds paid out, to enforce Subrecipient's obligations hereunder, and/or to obtain specific performance of any of the provisions of this Agreement and the Loan Documents;
  - viii. Declare Subrecipient ineligible for any further participation in all or any program under which the County administers programs as a grantee of the United States Department of Housing and Urban Development;
  - ix. Withhold fifteen (15%) of the Loan Funds if the County reasonably believes that Subrecipient is in noncompliance with any applicable laws, rules or regulations, and, may withhold said Loan Funds until such time as Subrecipient is found to be in compliance by the County or is otherwise adjudicated to be in compliance;
  - x. Apply to any court, State or Federal, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Subrecipient's Program and/or any Project and the Property in accordance with the terms of this Agreement, or for such other relief as may be appropriate; and
  - xi. Pursue any other remedy available to the County under law, equity, statute, or this Agreement and the Loan Documents.
- B. The remedies provided for in this Agreement are non-exclusive and shall

be cumulative and in addition to any other remedies available at law, in equity or by statute, existing now or hereafter. Delay or omission to exercise any right or power accruing from said remedies or this Agreement upon any default or event of default shall not impair such right or power nor shall it be a waiver of any such default or event of default or acquiescence thereto. The County may exercise every remedy, right or power from time to time and as often as may be expedient.

- C. The Subrecipient agrees that in the event the County files suit to recover the principal, to enforce Subrecipient's obligations under or obtain specific enforcement of any provision of this Agreement, the Subrecipient shall pay all reasonable fees and costs of such suit, including but not limited to reasonable attorney's fees. The Judgment shall bear the statutory interest rate on judgments.

## **22. WAIVERS**

The Subrecipient waives its rights to require the County to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice to others that amounts due have not been paid (known as "notice of dishonor"); and (C ) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made herein, or who agrees to make payments to the County if the Subrecipient fails to keep the Subrecipient's promises hereunder, or who signs this Agreement to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorses."

## **23. MODIFICATION; AMENDMENT**

No modification, amendment or change of this Agreement shall be valid unless the same is in writing and executed by all the parties hereto, and then only to the extent set forth in said writing.

## **24. DRUG FREE WORKPLACE ACT**

- A. The Subrecipient hereby certifies pursuant to Section 3 of the Drug Free Workplace Act, 30 ILCS 580/1 et seq., that, if it is an employer with 25 or more employees, it will provide a drug free workplace by:
  - i. Publishing a statement:
    - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Subrecipient's workplace;

- b) Specifying the actions that will be taken against employees for violations of such prohibition; and
    - c) Notifying the employee that, as a condition of employment in relation to this Agreement, the employee will:
      - 1) abide by the terms of the statement; and
      - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
  - ii. Establishing a drug free awareness program to inform employees about:
    - a) the dangers of drug abuse in the workplace;
    - b) Subrecipient's policy of maintaining a drug free workplace;
    - c) any available drug counseling, rehabilitation, and employee assistance programs; and
    - d) the penalties that may be imposed upon employees for drug violations.
  - iii. Making it a requirement to give a copy of the statement required by subsection (l) to each employee engaged in the performance of this Agreement and to post the statement in a prominent place in the workplace.
  - iv. Notifying the County within 10 days after receiving notice under paragraph 26(A)(i)(c)(1) from an employee or otherwise receiving actual notice of such conviction.
  - v. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Act.
  - vi. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  - vii. Making a good faith effort to continue to maintain a drug free workplace through implementation of Section 3 of the Act.
- B. The Subrecipient hereby certifies that, if applicable, it will comply with the federal Drug Free Workplace Act, (41 U.S.C. Section 701, et seq.).

**25. INDEMNIFICATION; RELEASE**

- A. The Subrecipient agrees that the County and its officers, agents, employees, contractors and servants shall not be liable for, and the Subrecipient agrees to indemnify, defend and hold harmless the County and its officers, agents, employees, and servants against any claims or suits, including but not limited to civil rights claims, common law tort actions and Worker's Compensation claims, and against any losses, costs, expenses, liabilities, judgments, damages, settlements, prejudgment interest, post judgment interest, or attorneys' fees, resulting from, arising out of, occurring in connection with, or in any way related to this Agreement, the Loan Documents, the Subrecipient's Program, or any Project.
- B. In the event that a claim or suit is brought against the County, or its officers, agents, employees, or servants arising out of, occurring in connection with, or in any way related to this Agreement, the Loan Documents, the Subrecipient's Program, or any Project, the Subrecipient will defend, at the Subrecipient's own cost and expense, any such suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, settlements, prejudgment interest, post judgment interest or attorney's fees against the County, or its officers, agents, employees or servants.
- C. The indemnification obligation under this paragraph shall not be limited in any way by the limitations of the amount or type of damages, compensation or benefits payable by or for the County or the Subrecipient or under any law by limitations on the amounts of insurance held by the Subrecipient.
- D. No officer, agent, employee, or servant of the County shall be personally liable to the Subrecipient or the Subrecipient's successors or assigns in the event of any default or breach by the County of the provisions of this Agreement or for any amount due or that may become due to the Subrecipient or the Subrecipient's successors or assigns or for any obligations to be performed under this Agreement.

**26. GOVERNING LAW; SEVERABILITY; CAPTIONS**

This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable. The

captions used herein are inserted for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof.

**27. EFFECTIVE DATE; AGREEMENT TERMINATION**

This Contract shall be effective as of the \_\_\_\_ day of \_\_\_\_\_ 200\_\_, and shall continue in effect for all periods in which the County needs the services of the Subrecipient, but no longer than one year from the date of this Contract. If applicable, at the expiration of this Agreement, the Subrecipient shall return to the County all remaining funds on hand.

**28. NOTICES**

Notices and communications under this Agreement shall be sent to the respective parties at the addresses set forth below and shall be deemed to have been given and received upon delivering same or upon mailing same by certified mail.

**TO THE COUNTY: Cook County Dept. of Planning and Development  
69 W. Washington Street, 29<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Assistant Director**

**TO SUBRECIPIENT: The Honorable Michael O'Connor  
City of Berwyn  
6700 West 16<sup>th</sup> Street, Berwyn, IL. 60402  
Attn: Community Development Director**

(The remainder of this page intentionally left blank)

29. INTEGRATION

This document, which consists of twenty four (24) pages, plus Exhibits A and B, is intended by the parties as a complete and exclusive statement of the terms of this Agreement. It supersedes all prior Agreements, written or oral.

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

COUNTY OF COOK, ILLINOIS:

By: \_\_\_\_\_  
Peter C. Nicholson, Director  
County of Cook

ATTEST: \_\_\_\_\_  
County Clerk

Approved as to form: \_\_\_\_\_  
Staff Attorney

SUBRECIPIENT:

an Illinois Municipality,

By: \_\_\_\_\_  
Michael O'Connor  
Mayor  
City of Berwyn

Attest: \_\_\_\_\_  
Thomas J. Pavlik  
City Clerk

Seal of Subrecipient:

Approved as to form: \_\_\_\_\_  
Subrecipient Attorney

**EXHIBIT A**  
**PROGRAM SUMMARY AND BUDGET**

(2006 PROGRAM YEAR - OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007)

1. SUBRECIPIENT: City of Berwyn  
ADDRESS: 6700 West 16<sup>th</sup> Street, Berwyn, IL 60402  
PROGRAM MANAGER: Mr. Dennis Duffy, CDBG Director PHONE: (708) 795-6850  
Mr. Robert Dwan FAX: (708) 749-9457
2. PROGRAM TITLE: Owner-occupied Single Family Rehabilitation
3. PROJECT NUMBERS: 348900001 through 34890000 \_\_\_\_\_
4. ACCOUNT NUMBER: 7728202 - 5213201.00
5. BUDGET AUTHORITY: \$300,000.00
6. MATCHING FUNDS: \$ 0.00 SOURCE(S):
7. PROGRAM TYPE:
- |                                     |  |                          |                   |                          |             |
|-------------------------------------|--|--------------------------|-------------------|--------------------------|-------------|
| <input checked="" type="checkbox"/> | REHABILITATION                                   | <input type="checkbox"/> | NEW CONSTRUCTION  | <input type="checkbox"/> | ACQUISITION |
| <input checked="" type="checkbox"/> | SINGLE-FAMILY                                    | <input type="checkbox"/> | MULTI-FAMILY      | <input type="checkbox"/> | MIXED-USE   |
| <input checked="" type="checkbox"/> | OWNER-OCCUPIED                                   | <input type="checkbox"/> | RENTAL:           | NUMBER OF UNITS:         |             |
| <input type="checkbox"/>            | HOMEBUYER PROGRAM                                |                          |                   |                          |             |
| <input type="checkbox"/>            | PRE-DEVELOPMENT LOAN (FOR QUALIFIED CHDO'S ONLY) |                          |                   |                          |             |
| <input type="checkbox"/>            | SPECIAL NEEDS HOUSING                            | <input type="checkbox"/> | OTHER: GROUP HOME |                          |             |
8. TYPE OF SUBRECIPIENT:
- |                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/>            | COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) |  |
| <input checked="" type="checkbox"/> | LOCAL GOVERNMENT                                  | <input type="checkbox"/> NOT-FOR-PROFIT                  |
| <input type="checkbox"/>            | PUBLIC AGENCY                                     | <input type="checkbox"/> OTHER: Intergovernmental Agency |

9. NARRATIVE/PROGRAM DESCRIPTION:

This project is for the rehabilitation of approximately 10-13 Single-Family Owner-occupied homes at various locations in the City of Berwyn. A Homeowner Loan Agreement, Note and Mortgage must be obtained from the homeowners. After rehabilitation, Subrecipient will assign those documents and any Amendment thereto to the County. The Total Program cost per unit and the HOME Program cost per unit are approximations.

10. ENVIRONMENTAL REVIEW: Required by 24 CFR 58.36

11. COST BREAKDOWN

TOTAL PROGRAM COST: \$300,000.00  
HOME PROGRAM LOAN AMOUNT: \$300,000.00

INTEREST RATE: 0% TERM: Repayment due upon default as set forth in this Loan Agreement.

SUBRECIPIENT'S LIEN POSITION: Second

APPROXIMATE HOME PROGRAM COST PER UNIT: No more \$30,000.00

EXHIBIT B

I. GENERAL FINANCIAL MANAGEMENT RESPONSIBILITIES

Subrecipient agrees to implement sound financial management procedures, pursuant to 24 CFR Part 85, where applicable; and, OMB Circulars A-87, A-110, A-122 and A-133, where applicable, and, Federal Treasury regulations. In particular, the following procedures and policies apply:

- A. Establish a non-interest bearing bank checking account for HOME funds. (Federal Treasury regulations prohibit the investment of federal funds in any income-earning financial instruments, including NOW accounts). These must be separate accounts.
- B. Maintain separate accounting records with subsidiary accounts for each Project of the HOME Program.
- C. Pre-number all checks and adequately safeguard all blank checks.
- D. Assign the responsibility for cash receipts and disbursement duties to a person other than the person who performs bank reconciliations.
- E. Record all cash receipts and other financial transactions in a timely manner.
- F. Verify mathematical accuracy of all accounts payable invoices, formally approve these invoices for payment, and cancel them when paid.
- G. Perform bank reconciliations, locate and explain all differences, and designate a responsible local official (other than the person performing the reconciliation) to review bank reconciliations.
- H. Per Federal Treasury regulations, funds must be drawn down as close as possible to their actual use. Excess funds, funds which will not be promptly used by the Subrecipient, or funds remaining must be returned to the County upon Project closeout or Project suspension.
- I. All transfers, amendments, and revisions to approved budget authorizations must receive prior approval from the County.
- J. HOME funds must not be used by the Subrecipient for audits conducted by Independent Public Accountants, for entertainment, or other uses as specified in 24 CFR Part 85, where applicable; and OMB Circulars A-110, A-

122, A-133, and A-87, where applicable.

- K. Upon termination or suspension of this Agreement, by its natural completion and closeout or otherwise, the Subrecipient will return to the County all HOME funds on hand and accounts receivable, and upon the County's request all other property of whatever nature acquired with HOME funds, or, at the direction of the County, dispose of them pursuant to 24 CFR Sections 85.33 and 85.34 or OMB Circular A-110, where applicable.
- L. Subrecipient accepts full financial and management responsibility for the Subrecipient's audit and monitoring findings and agrees to reimburse the County for any and all findings not accepted by the United States Department of Housing and Urban Development.

## II. RECORDS REQUIREMENTS

Subrecipient agrees to maintain the following records:

1. Full description of each activity carried out, (or being carried out) including the location, amount of HOME and other funds budgeted, obligated and expended for the activity.
2. Where the Loan Agreement with the Subrecipient allows the Subrecipient to select recipients of program activities, the basis of eligibility of each recipient. Where family income is an eligibility criterion, evidence of qualification.
3. For each unit occupied by a low or very low income household, the size and income of the household;
4. Fair housing and equal opportunity records containing:
  - a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with HOME funds.
  - b. Data on employment in each of the Subrecipient's operating units funded in whole or in part with HOME funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, religion, national origin, sex, ancestry, age, marital status, familial status, unfavorable discharge

from the military, or handicap in units funded in whole or in part with HOME funds.

- c. Documentation of actions undertaken to meet the requirements of Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U), relative to the hiring and training of lower income residents and the use of local businesses.
  - d. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid, with HOME funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken pursuant to 24 CFR Section 85.36(e) or OMB Circular A-110, where applicable, and Executive Orders 11625 and 12138 to assure minority businesses and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services.
  - e. Documentation of the affirmative actions the Subrecipient has taken to overcome the effects of prior discrimination, where the Subrecipient has previously discriminated against persons on the ground of race, color, religion, national origin, sex, ancestry, marital status, familial status, age, unfavorable discharge from the military, or handicap in administering a program or activity funded in whole or in part with HOME funds.
5. Financial records, in accordance with the applicable OMB Circulars listed in 24 CFR Section 92.505.
  6. Records of the number of minority and female persons and of all persons hired in full time positions, and the number of minority and female persons and all persons employed in permanent full time positions, recorded in the format of EEO-4 form available from the County, and submitted to the County as required by the County.
  7. Record of the racial or ethnic group and sex of each recipient of program benefits, as per OMB directive 15 (i.e., Blacks, American Indians and Alaskan Natives, Hispanics and Asians and Pacific Islanders).
  8. Records of the Subrecipient's actions to utilize minority and women business firms, and of the award of all contracts for supplies, equipment, construction or services with specific list of contracts awarded to minority

and women businesses.

### III. GUIDELINES FOR PREPARING FINANCIAL STATEMENTS

The County of Cook is responsible for the administration of HOME Investment Partnership (HOME) funds received from the Department of Housing and Urban Development (HUD). Subrecipients receiving HOME funds are accountable to the County in the same manner that the County is accountable to HUD.

The HOME portion of the Subrecipient's Single Audit Report must be presented in a clear, concise format. Minimum information required for each Project is as follows:

- 1) Project Title
- 2) Project Number
- 3) Project Budget
- 4) Project Drawdowns:  
    Current  
    Cumulative
- 5) Project Disbursements:  
    Current  
    Cumulative
- 6) Project Fund Balance
- 7) Questioned Costs
- 8) Project Complete       \_\_\_\_\_ Yes       \_\_\_\_\_ No
- 9) Return on Investment
- 10) Compliance Test

Please note that if a Project is complete and an amount remains representing unused funds, said unused funds must be returned to the County.



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

MICHAEL A. O'CONNOR, *Mayor*

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

June 22, 2007

To: Honorable Mayor Michael A. O'Connor  
Aldermen of the City Council

Re: Ordinance Amending Handicapped Parking Fines

Dear Ladies and Gentlemen,

The Attached draft ordinance revised the City of Berwyn Codified Ordinances to increase fines for illegal use of handicapped parking spaces pursuant to Illinois statutory allowances. Your consideration and approval of the attached ordinance is respectfully requested.

Sincerely,

Bruce A. Bonebrake  
City Attorney

Cc: Public Works Department  
Police Department

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 420.01(f)(26) OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS TO INCREASE FINES ASSOCIATED WITH HANDICAPPED PARKING VIOLATIONS**

**WHEREAS**, the City of Berwyn (the "*City*"), is a home rule municipality within the purview of 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; and,

**WHEREAS**, pursuant to recent Illinois statutory provisions, citations issued for violation of handicapped parking spaces may be increased to \$250.00 per violation; and,

**WHEREAS**, the current fine amounts contained in Section 420.01(f)(26) "Handicapped Parking" are limited to between \$50.00 and \$100.00 per violation; and,

**WHEREAS**, the City Council has reviewed the fine amounts for violation of Handicapped parking provisions and desires to increase such fine amounts to conform to Illinois Statute.

**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 power, as follows:

*Section 1.* That the above recitals are incorporated herein and made a part hereof.

*Section 2.* That Section 420.01(f)(26) of the Codified Ordinances of the City of Berwyn, Cook County, Illinois, is hereby amended to read as follows:

**Section 420.01(f)(26) Handicapped Parking**

**\$250.00      \$250.00**

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

*Section 4.* All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

*Section 5.* This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED** this 26th day of June, 2007, by the City Council of the City of Berwyn, Cook County, Illinois, pursuant to a roll call vote, as follows:

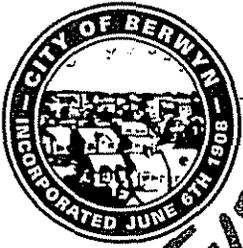
	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Phelan				
Lovero				
Erickson				
O'Connor (Mayor)				
TOTAL				

APPROVED by the Mayor on June \_\_\_\_\_, 2007.

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

ATTEST:

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



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

MICHAEL A. O'CONNOR, *Mayor*

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

June 22, 2007

To: Honorable Mayor Michael A. O'Connor  
Aldermen of the City Council

Re: Ordinance Amending Berwyn Code regarding Part-Time Police Officers

Dear Ladies and Gentlemen,

The Attached draft Ordinance is presented for Council review and effectively amends the City of Berwyn Codified Ordinances regarding Part-Time Police Officers. The Amendments have been requested by the Police Department and are intended to revise the City code to comply with other recent code amendments and Illinois Statutory revisions. Your review and concurrence of the attached draft amendment is respectfully requested.

Sincerely,

Bruce A. Bonebrake  
City Attorney

Cc: Police Department

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 232.02 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

**WHEREAS**, the City of Berwyn (the "City"), is a home rule municipality within the purview of 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; and,

**WHEREAS**, pursuant to recent amendments and City policy regarding residence requirements of police officers, the City Council desires to amend the Code of Ordinances to allow part-time officers the same residency provisions as full-time officers and auxiliary officers.

**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 power, as follows:

*Section 1.* That the above recitals are incorporated herein and made a part hereof.

*Section 2.* That Chapter 232.02 entitled "*Part-Time Police Officers*" of the Codified Ordinances of the City of Berwyn, Cook County, Illinois, is hereby amended as follows (with additions shown as underlined, and deletions shown as ~~stricken~~):

**232.02 PART-TIME POLICE OFFICERS.**

(a) Establishment of Position. There is hereby established the position of part-time police officer for the City of Berwyn Police Department. As used herein, "part-time police officer" means a law enforcement officer who is employed on a part-time basis and whose accumulation of work hours will not exceed 1,560 hours annually. Part-time police officers must be able to successfully complete and pass the Peace Officer Wellness Evaluation Report (P.O.W.E.R.) Test, forty hours of firearms training, basic training and State certification as required by Public Act 89-170 and administered by the Illinois Law Enforcement Officer's Training and Standards Board, and a probationary period of two years.

(b) Appointment. The Police Chief may, ~~with the advice and consent of the Mayor,~~ appoint or remove part-time police officers from time to time as deemed necessary to serve the law enforcement needs of the City. The City shall not appoint more than sixty-five part-time police officers.

(c) Status in the Department; Authority of Police Chief. Part-time police officers appointed pursuant to this section shall be members of the regular Police Department of the City of Berwyn (except for pension purposes) and shall not supervise or direct full-time members of the Berwyn Police Department. Part-time police officers shall not be used as permanent replacements for full-time sworn police officers.

Part-time police officers shall perform such duties as deemed necessary by the Police Chief to serve the law enforcement needs of the City. Part-time police officers shall at all time during the performance of their duties be subject to the direction and control of the Police Chief of the City or his or her designee. Part-time police officers shall not be under the jurisdiction of the Berwyn Fire and Police Commission.

(d) Residency Requirement. All part-time police officers must be citizens of the United States and shall reside within the boundaries of Cook County, ~~as prescribed by ordinance, at all times prior to and during their appointments.~~ the counties of Cook, Lake, DuPage, Kane, McHenry and Will prior to and at all times during their appointments.

(e) Identification Symbols. Identification symbols worn by such part-time police officers shall be different and distinct from those used by the full-time sworn members of the Police Department and shall be selected and chosen by the Police Chief.

(f) Firearms. Part-time police officers may carry firearms with the permission of the Police Chief upon successful completion of required firearms training and certification as a part-time police officer by the Illinois Law Enforcement Officer's Training and Standards Board. Firearms will be carried only by part-time police officers when in uniform and in the performance of their duties.

(g) Training. Part-time police officers must be able to successfully complete and pass all requirements for certification as part-time police officers pursuant to Public Act 89-170 as administered by the Illinois Law Enforcement Officer's Training and Standards Board. Part-time police officers may be required to attend additional training and department firearms qualifications as deemed necessary by the Police Chief or his or her designee. Part-time police officers will be expected to pay for any portion of training or testing that is not reimbursable.

(h) Compensation. Part-time police officers will be paid as provided and authorized by the corporate authorities of the City of Berwyn. Part-time police officers will be expected to pay for their own uniforms, firearms, and other equipment necessary to perform their assigned duties.

(i) Powers and Duties. Part-time police officers will have the following powers and duties when properly assigned and on duty:

- (1) To aid or direct traffic in the City.
- (2) To aid in control of natural or man-made disasters.
- (3) To aid in case of civil disorder.
- (4) To perform normal and regular police duties when assigned by the Police Chief or his or her designee.
- (5) To arrest or cause to be arrested, with or without process, all persons who break the peace or are found violating any City ordinance or any criminal law of the State.
- (6) To exercise all other powers as conservators of the peace that the City Council may prescribe.

(7) To provide additional security as may be required.

(8) To serve and execute all warrants for the violation of City ordinances or State criminal law.

Part-time police officers will be required to follow the established policies, procedures, and rules and regulations of the Berwyn Police Department.

(j) Qualifications. Part-time police officers must be of good moral character, of temperate habits, of sound health and must be physically able to perform assigned duties. A part-time police officer must submit to a background check and not have a felony arrest/conviction, and must possess a valid/current Illinois driver's license and firearms owner's identification card.

A part-time police officer must be at least twenty-one years of age. No person may serve as a part-time police officer after attaining his or her sixtieth birthday. A part-time police officer must have at least 20/100 vision correctable to 20/20 and be void of color blindness; must have a high school diploma or G.E.D., college preferred; must have the ability to read, write, speak and understand the English language; and must be able to become certified as a part-time police officer by the Illinois Law Enforcement Officer's Training and Standards Board within eighteen months after the date of appointment.

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

*Section 4.* All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

*Section 5.* This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED** this 26th day of June, 2007, by the City Council of the City of Berwyn, Cook County, Illinois, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				

Skryd				
Phelan				
Lovero				
Erickson				
O'Connor (Mayor)				
TOTAL				

**APPROVED** by the Mayor on June \_\_\_\_\_, 2007.

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

ATTEST:

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



THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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JMK

June 22, 2007

To: Honorable Mayor Michael A. O'Connor  
Aldermen of the City Council

From: Law Department

Re: Addendum To Lease between the City of Berwyn and Harris N.A.

Dear Ladies and Gentlemen,

The attached Addendum To Lease document has been prepared by Richard Bruen and is presented for Council consideration and approval.

Sincerely,

Bruce A. Bonebrake  
City Attorney

Cc: BDC

ADDENDUM TO LEASE

**THIS AGREEMENT**, dated June \_\_\_, 2007, is entered into between the City of Berwyn (“Lessor”) and Harris N.A. (“Lessee”), and is consented and agreed to by Sedgwick Properties Development Corporation (“Sedgwick”). This Agreement supplements, amends and is an addendum to that certain New Bank Facility Lease Agreement entered into between Lessor and Lessee, dated as of April 11, 2006 (the “Lease”) pursuant to which Sedgwick constructed the Building and certain other improvements on the Premises. All terms used in this Agreement shall have the meanings ascribed to them in the Lease.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

1. **Rentable Area of Building.** The rentable are of the Building is 2,908 square feet as determined in accordance with the provisions of Section 1 of the Lease.
2. **Commencement Date.** The initial term of the Lease shall commence on June [to be inserted], 2007, being the Commencement Date. Lessor shall deliver possession of the Premises to Lessee on the Commencement Date.
3. **Rent Commencement Date.** Subject to rent abatement as hereinafter provided, the Rent Commencement Date will be September [to be inserted] 2007 (105 days after the Commencement Date).
4. **Rent Abatement.** Construction of the Phase I Improvements began on May 11, 2006 and should have been substantially completed within six months thereafter (on or before November 11, 2006), but construction of the Phase I Improvements has not been substantially completed by Sedgwick. The Lease provides that all Rent, including Net Rent and Additional Rent, payable by Lessee under the Lease shall abate at the rate of two (2) days of rent abatement for each day that such substantial completion occurs after November 11, 2006. As a concession to Lessor and Sedgwick, Lessee agrees that, solely for the purpose of calculating such rent abatement, the Phase I Improvements shall be deemed to be substantially completed as of May 24, 2007.
5. **Lessor’s Contribution.** On the Commencement Date, Lessor shall pay or cause Sedgwick to pay Lessee the sum of (i) \$43,620.00 to offset Lessee’s cost of improving the interior of the Premises, plus (ii) \$2,662.00 as the net credit to Lessee for the cost of relocating its vault.
6. **As-Built Drawings.** On the Commencement Date, Lessor shall provide or cause Sedgwick to provide Lessee with reproducible as-built drawings for the Building and other improvements on the Premises.

7. **Tax Division.** On the Commencement Date, Lessor shall furnish evidence to Lessee that Lessor has filed such division as may be necessary to have the Premises assessed as a separate tax parcel.

8. **Completion of Building.**

(a) Prior to July 1, 2007, Lessor shall deliver to Lessee a letter certifying a water test evidencing that the roof is water tight and free from leaks. If the roof leaks during Lessee's interior build-out of the Premises,

Lessee shall give Sedgwick written notice thereof, and Sedgwick shall thereupon take all such action as may be necessary to prevent any damage to Lessee's interior build-out of the Premises. If Sedgwick fails to take such action, Lessee may stop its work until Sedgwick causes the roof to be water tight and free from leaks and the 105-period for Lessee's interior build-out of the Premises shall be extended by the number of days of such stoppage. In addition, upon demand, Sedgwick shall reimburse Lessee for its reasonable out-of-pocket costs and expenses incurred by Lessee in repairing, or to the extent necessary replacing, any of Lessee's interior build-out of Premises that is damaged by any roof leakage.

(b) Within five ( ) days, or as otherwise noted on the punch list, after the Commencement Date, Sedgwick shall complete all of the items described in the punch list attached hereto as Exhibit A to the reasonable satisfaction of Lessee.

(c) On or before the Phase 1-A Completion Date, Lessor shall cause Sedgwick to substantially complete all of the work described in Exhibit B, attached hereto and made a part hereof (the "Precast Stone Work") in accordance with all of the drawings and specifications referred to in said Exhibit B. To the extent that such drawings and specifications referred to in said Exhibit B are inconsistent with the Approved Plans, the drawings and specifications referred to in said Exhibit B shall prevail. The Precast Stone Work shall be deemed part of the Phase 1-A Improvements for all purposes under the Lease,

(d) Lessor will permit Lessee to install and maintain temporary signage on or above the facade of the Building and/or on or above the construction scaffolding prior to and during the installation of the Precast Stone Work at Lessee's sole risk.

9. **City Council Approval.** This Agreement is contingent upon the approval of the City Council within fifteen (15) days after the date of this Agreement. In the event that the City

Council fails to approve this Agreement within such 15-day period (time being of the essence), then this Agreement be null and void and of no force and effect, Lessee stop its interior build-out of the Premises, possession of the Premises be delivered by Lessee back to Lessor, the Commencement Date be deemed not to have occurred, and the Lease remain in full force and effect, subject to and in accordance with all of its terms and provisions without being supplemented or amended by this Agreement.

**10. No Interference with Lessee's Build-out.** Sedgwick shall perform all of the work referred to in Section 8, above in a manner so as to cause the least practicable interference with Lessee's interior build-out of the Premises and the transaction of Lessee's business on the Premises.

**11. Confirmation of Lease.** The Lease as hereby supplemented and amended remains in full force and effect, subject to and in accordance with all of its terms and provisions.

**12. Enforcement of Obligations.** If Sedgwick shall fail to perform any obligation required by this Agreement, Lessor shall be entitled to enforce the obligations. Nothing contained in this Agreement is intended to release the Lessor from any of its obligations to Lessee under the Lease as supplemented and amended by this Agreement, including, but not limited to, Lessor's obligations to cause all of the Phase I Improvements and Phase I-A Improvements to be constructed by Sedgwick on a "turn key" basis in accordance with the Approved Plans and the drawings and specifications referred to in Exhibit B attached hereto.

**IN WITNESS WHEREOF,** Lessor and Lessee have executed this Agreement and Sedgwick has consented and agreed to this Agreement as of the date and year first above written.

**Lessor:**

City of Berwyn

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

\_\_\_\_\_  
Printed Name and Title

**Lessee:**

Harris N.A.

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

\_\_\_\_\_  
Printed Name and Title

**Sedgwick:**

Sedgwick Properties Development Corporation

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

\_\_\_\_\_  
Printed Name and Title

# Section K

## Consent Agenda

ALDERMAN MARK WEINER  
3132 Wenonah  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com  
708-484-7512  
Www.ThirdWardAlderman.Com

June 21, 2007

Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the June 26, 2007 Council meeting.

Payables: \$651,260.03

Very truly yours,

Mark Weiner, Budget Committee Chairman

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 06/15/07 - 06/21/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	332679	\$500.00	06/15/07	33807	0	MR.THOMAS RASCHKA	OUTSTANDING
01	332680	\$1962.92	06/15/07	33808	0	STATE FARM MUTUAL AUTO,INS.	OUTSTANDING
01	332681	\$210014.65	06/18/07	00005	0	CITY OF CHICAGO	OUTSTANDING
01	332682	\$32674.62	06/18/07	00028	0	PINNER ELECTRIC CO	OUTSTANDING
01	332683	\$3424.25	06/18/07	00031	0	HERMAN C SIEVERS	OUTSTANDING
01	332684	\$2.09	06/18/07	00055	0	AT & T	OUTSTANDING
01	332685	\$645.54	06/18/07	00069	0	WAREHOUSE DIRECT	OUTSTANDING
01	332686	\$347.50	06/18/07	00167	0	FRANK NOVOTNY & ASSC.	OUTSTANDING
01	332687	\$726.50	06/18/07	00167	0	FRANK NOVOTNY & ASSC.	OUTSTANDING
01	332688	\$150.00	06/18/07	00241	0	GRANT IMPORTING & DISTRIBUTING CO.,INC.	OUTSTANDING
01	332689	\$4291.80	06/18/07	00438	0	DELL MARKETING L.P.	OUTSTANDING
01	332690	\$8924.75	06/18/07	00510	0	SPORTSFIELDS, INC.	OUTSTANDING
01	332691	\$5160.00	06/18/07	00618	0	SIKICH LLP	OUTSTANDING
01	332692	\$300.92	06/18/07	00709	0	XO COMMUNICATIONS	OUTSTANDING
01	332693	\$455.80	06/18/07	01013	0	HORIZON SCREENING	OUTSTANDING
01	332694	\$12240.00	06/18/07	01153	0	CLEARCHANNEL	OUTSTANDING
01	332695	\$300.00	06/18/07	01273	0	JOSEPH M.CRISCIONE	OUTSTANDING
01	332696	\$358.05	06/18/07	01521	0	ACCURATE DOCUMENT DESTRUCTION,INC.	OUTSTANDING
01	332697	\$30000.00	06/18/07	01537	0	EPP'S CUSTOM HEATING & AIR	OUTSTANDING
01	332698	\$290.00	06/18/07	01549	0	FEDERAL RENT-A-FENCE,INC.	OUTSTANDING
01	332699	\$8194.77	06/18/07	01632	0	NICOR GAS	OUTSTANDING
01	332700	\$7518.99	06/18/07	01800	0	CDW GOVERNMENT,INC.	OUTSTANDING
01	332701	\$7.40	06/18/07	30099	0	RAY O'HERRON CO.INC.	OUTSTANDING
01	332702	\$99.99	06/18/07	33555	0	MENARDS-CICERO	OUTSTANDING
01	332703	\$1475.00	06/18/07	33804	0	VENTURA GAMEZ	OUTSTANDING
01	332704	\$1000.00	06/18/07	33805	0	BERNARDO & MARIA MENDOZA	OUTSTANDING
01	332705	\$1475.00	06/18/07	33806	0	JAN PUPALA	OUTSTANDING
01	332706	\$17.83	06/18/07	33811	0	NINA BIDDINGER	OUTSTANDING
01	332707	\$16.99	06/18/07	33813	0	SANDS INVESTMENT LLC	OUTSTANDING
01	332708	\$20.03	06/18/07	33814	0	WILLIAM TANGALOS	OUTSTANDING
01	332709	\$15.45	06/18/07	33815	0	ELIZABETH HERNANDEZ	OUTSTANDING
01	332710	\$15.45	06/18/07	33816	0	GLADYS ANAYA	OUTSTANDING
01	332711	\$24.66	06/18/07	33817	0	PASQUALE MONGELLO	OUTSTANDING
01	332712	\$40.06	06/18/07	33818	0	JEROME PIANOVSKI	OUTSTANDING
01	332713	\$15.45	06/18/07	33819	0	JESSIE NOEL	OUTSTANDING
01	332714	\$15.86	06/18/07	33820	0	SCOTT MILLER	OUTSTANDING
01	332715	\$15.45	06/18/07	33821	0	JESUS FLORES	OUTSTANDING
01	332716	\$13.43	06/18/07	33822	0	MILDRED REINHOLZ	OUTSTANDING
01	332717	\$13.02	06/18/07	33823	0	ANTONIO CASILLAS	OUTSTANDING
01	332718	\$20.03	06/18/07	33824	0	JAN SCHWEIG	OUTSTANDING
01	332719	\$20.29	06/18/07	33825	0	JOSEPH WIERER	OUTSTANDING
01	332720	\$3.00	06/19/07	00009	0	COMM ED	OUTSTANDING
01	332721	\$14.99	06/19/07	00017	0	PITNEY BOWES, INC.	OUTSTANDING
01	332722	\$357.00	06/19/07	00029	0	PITNEY BOWES	OUTSTANDING
01	332723	\$49.90	06/19/07	00034	0	OLE FASHION FOOD SERVICES	OUTSTANDING
01	332724	\$113219.02	06/19/07	00078	0	BERWYN DEVELOPMENT CORP	OUTSTANDING
01	332725	\$1503.00	06/19/07	00085	0	MACNEAL OCCUPATIONAL HEALTH SERVICES	OUTSTANDING
01	332726	\$23.22	06/19/07	00123	0	THE GALE GROUP	OUTSTANDING
01	332727	\$1789.55	06/19/07	00167	0	FRANK NOVOTNY & ASSC.	OUTSTANDING

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 06/15/07 - 06/21/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	332728	\$72.67	06/19/07	00176	0	BARNES & NOBLE	OUTSTANDING
01	332729	\$5.50	06/19/07	00194	0	EBS CO SUBSCRIPTION SERVICE	OUTSTANDING
01	332730	\$492.16	06/19/07	00201	0	GREAT WEST ELECTRIC SUPPLY CO	OUTSTANDING
01	332731	\$4308.48	06/19/07	00205	0	CHICAGOLAND PAVING CONTRACTORS, INC	OUTSTANDING
01	332732	\$130.00	06/19/07	00215	0	R.L. CORTY COMPANY	OUTSTANDING
01	332733	\$40.45	06/19/07	00219	0	AUDIO EDITIONS	OUTSTANDING
01	332734	\$251.78	06/19/07	00263	0	ORIENTAL TRADING CO.	OUTSTANDING
01	332735	\$4345.00	06/19/07	00265	0	NORTHEAST MULTI REGIONAL TRAINING	OUTSTANDING
01	332736	\$400.24	06/19/07	00280	0	ROSCOE COMPANY	OUTSTANDING
01	332737	\$222.95	06/19/07	00315	0	TIN STAR ELECTRONIC SERVICE, INC.	OUTSTANDING
01	332738	\$65.75	06/19/07	00377	0	WATER ONE	OUTSTANDING
01	332739	\$299.95	06/19/07	00386	0	R.R.BOWKER	OUTSTANDING
01	332740	\$93.65	06/19/07	00391	0	TELE-TRON ACE HARDWARE	OUTSTANDING
01	332741	\$215.72	06/19/07	00398	0	INGRAM LIBRARY SERVICES	OUTSTANDING
01	332742	\$370.00	06/19/07	00407	0	LITTLE VILLAGE PRINTING	OUTSTANDING
01	332743	\$1067.50	06/19/07	00415	0	SANTO SPORT STORE	OUTSTANDING
01	332744	\$149.63	06/19/07	00452	0	HALOGEN SUPPLY CO INC	OUTSTANDING
01	332745	\$685.00	06/19/07	00492	0	FULLMER LOCKSMITH SERVICE INC	OUTSTANDING
01	332746	\$649.40	06/19/07	00514	0	BERWYN WESTERN PLBG. & HEATING	OUTSTANDING
01	332747	\$2198.01	06/19/07	00531	0	BAKER & TAYLOR, INC.	OUTSTANDING
01	332748	\$294.10	06/19/07	00548	0	TOMAHAWK LIVE TRAP COMPANY	OUTSTANDING
01	332749	\$448.95	06/19/07	00609	0	GREY HOUSE PUBLISHING	OUTSTANDING
01	332750	\$9.05	06/19/07	00678	0	BRODART CO.	OUTSTANDING
01	332751	\$153.63	06/19/07	00737	0	BBC AUDIOBOOKS AMERICA	OUTSTANDING
01	332752	\$34.87	06/19/07	00774	0	CHICAGO TRIBUNE	OUTSTANDING
01	332753	\$242.30	06/19/07	00820	0	B&B WHOLESALE DISTRIBUTORS	OUTSTANDING
01	332754	\$660.00	06/19/07	00885	0	FILOMENO LEASING INC.	OUTSTANDING
01	332755	\$430.00	06/19/07	00888	0	BOB'S LAWN CARE	OUTSTANDING
01	332756	\$2839.90	06/19/07	00913	0	PETAR DUMANOVIC, LLC	OUTSTANDING
01	332757	\$764.53	06/19/07	00996	0	CASE LOTS INC	OUTSTANDING
01	332758	\$840.00	06/19/07	01013	0	HORIZON SCREENING	OUTSTANDING
01	332759	\$169.66	06/19/07	01134	0	THE LIBRARY STORE	OUTSTANDING
01	332760	\$3951.00	06/19/07	01300	0	BLACK HILLS AMMUNITION	OUTSTANDING
01	332761	\$2811.19	06/19/07	01348	0	EDMUND P.WANDERLING	OUTSTANDING
01	332762	\$1437.00	06/19/07	01378	0	RICOH CORPORATION	OUTSTANDING
01	332763	\$140.16	06/19/07	01430	0	LATTER PACKAGING EQUIPMENT, INC.	OUTSTANDING
01	332764	\$472.00	06/19/07	01458	0	ABARR SALES, INC.	OUTSTANDING
01	332765	\$695.34	06/19/07	01460	0	KEY EQUIPMENT FINANCE	OUTSTANDING
01	332766	\$640.89	06/19/07	01479	0	SPRINT	OUTSTANDING
01	332767	\$194.57	06/19/07	01515	0	LEMBKE & SONS TRUE VALUE HARDWARE, INC.	OUTSTANDING
01	332768	\$1600.00	06/19/07	01538	0	ADVANTAGE ELECTRIC & TECHNOLOGIES LLC.	OUTSTANDING
01	332769	\$3000.00	06/19/07	01542	0	RAMP NOW LLC	OUTSTANDING
01	332770	\$2200.00	06/19/07	01549	0	FEDERAL RENT-A-FENCE, INC.	OUTSTANDING
01	332771	\$152.00	06/19/07	01647	0	RANDOM HOUSE, INC.	OUTSTANDING
01	332772	\$359.06	06/19/07	01706	0	TEXOR PETROLEUM COMPANY	OUTSTANDING
01	332773	\$12.33	06/19/07	01750	0	UNITED PARCEL SERVICE	OUTSTANDING
01	332774	\$660.84	06/19/07	01786	0	THOMSON GALE	OUTSTANDING
01	332775	\$881.25	06/19/07	01817	0	MLB FINANCIAL SERVICES, LTD	OUTSTANDING
01	332776	\$241.00	06/19/07	01824	0	HIGH PSI LTD.	OUTSTANDING

CITY OF BERWYN  
CHECK REGISTER  
DATE RANGE: 06/15/07 - 06/21/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	332777	\$1825.00	06/19/07	01827	0	SIMPLEX GRINNELL	OUTSTANDING
01	332778	\$259.87	06/19/07	01838	0	BAKER & TAYLOR ENTERTAINMENT	OUTSTANDING
01	332779	\$379.29	06/19/07	01933	0	KDD OF ILLINOIS, LTD.	OUTSTANDING
01	332780	\$1383.00	06/19/07	30099	0	RAY O'HERRON CO. INC.	OUTSTANDING
01	332781	\$968.95	06/19/07	30617	0	SAM'S CLUB	OUTSTANDING
01	332782	\$150.00	06/19/07	31388	0	SIMMONS PEST CONTROL	OUTSTANDING
01	332783	\$10.00	06/19/07	32609	0	HOMWOOD PUBLIC LIBRARY	OUTSTANDING
01	332784	\$7.95	06/19/07	32705	0	REVERE PRODUCTS	OUTSTANDING
01	332785	\$93.42	06/19/07	33116	0	MICRO MARKETING, LLC	OUTSTANDING
01	332786	\$57.58	06/19/07	33133	0	LANDMARK AUDIOBOOKS	OUTSTANDING
01	332787	\$511.55	06/19/07	33183	0	OFFICE DEPOT	OUTSTANDING
01	332788	\$1152.84	06/19/07	33382	0	CHRISTOPHER B. BURKE ENGINEERING, LTD.	OUTSTANDING
01	332789	\$200.00	06/19/07	33466	0	JOSEPH MANFREDINI	OUTSTANDING
01	332790	\$456.53	06/19/07	33555	0	MENARDS-CICERO	OUTSTANDING
01	332791	\$162.38	06/19/07	33560	0	MENARD'S HODGKINS	OUTSTANDING
01	332792	\$100.00	06/19/07	33643	0	KRISTEN KALFAS	OUTSTANDING
01	332793	\$140.38	06/19/07	33662	0	ARROW DISTRIBUTING CO.	OUTSTANDING
01	332794	\$20.00	06/19/07	33826	0	NATIONAL TRUST FOR HISTORIC PRESERVATION	OUTSTANDING
01	332795	\$2800.00	06/19/07	33827	0	BOSI CONSTRUCTION	OUTSTANDING
01	332796	\$50.00	06/19/07	33830	0	REANNA HERSICK	OUTSTANDING
01	332797	\$18.00	06/19/07	34503	0	ACORN PUBLIC LIBRARY DIST.	OUTSTANDING
01	332798	\$723.09	06/21/07	00013	0	BARGE TERMINAL & TRUCKING	OUTSTANDING
01	332799	\$1440.25	06/21/07	00031	0	HERMAN C SIEVERS	OUTSTANDING
01	332800	\$920.00	06/21/07	00049	0	A.W.E.S.O.M.E. PEST SERVICE	OUTSTANDING
01	332801	\$618.52	06/21/07	00055	0	AT & T	OUTSTANDING
01	332802	\$105.00	06/21/07	00058	0	MIDWEST TIME RECORDER INC	OUTSTANDING
01	332803	\$152.78	06/21/07	00067	0	JIM FRANK	OUTSTANDING
01	332804	\$668.40	06/21/07	00098	0	L-K FIRE EXTINGUISHER SERVICE	OUTSTANDING
01	332805	\$1700.00	06/21/07	00117	0	ROMEVILLE FIRE ACADEMY	OUTSTANDING
01	332806	\$4875.20	06/21/07	00121	0	CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT	OUTSTANDING
01	332807	\$477.00	06/21/07	00144	0	H J MOHR & SONS CO	OUTSTANDING
01	332808	\$19394.48	06/21/07	00164	0	S-P-D- INCORPORATED	OUTSTANDING
01	332809	\$127.30	06/21/07	00200	0	COMDATA	OUTSTANDING
01	332810	\$32182.86	06/21/07	00205	0	CHICAGOLAND PAVING CONTRACTORS, INC	OUTSTANDING
01	332811	\$88.85	06/21/07	00280	0	ROSCOE COMPANY	OUTSTANDING
01	332812	\$425.00	06/21/07	00286	0	QUARRY MATERIALS, INC.	OUTSTANDING
01	332813	\$1420.00	06/21/07	00356	0	AUTOMATED LOGIC CONTROL SOLUTIONS	OUTSTANDING
01	332814	\$99.00	06/21/07	00377	0	WATER ONE	OUTSTANDING
01	332815	\$820.00	06/21/07	00444	0	CORRPRO COMPANIES, INC.	OUTSTANDING
01	332816	\$150.00	06/21/07	00456	0	THE GAZETTE	OUTSTANDING
01	332817	\$13.70	06/21/07	00459	0	FEDERAL EXPRESS CORPORATION	OUTSTANDING
01	332818	\$25.00	06/21/07	00465	0	DIAMOND GRAPHICS, INC.	OUTSTANDING
01	332819	\$39.50	06/21/07	00503	0	RECORD COPY SERVICES	OUTSTANDING
01	332820	\$3614.00	06/21/07	00543	0	SONOMA UNDERGROUND SERVICES	OUTSTANDING
01	332821	\$320.00	06/21/07	00767	0	VCG UNIFORM/CARLSON MURRAY	OUTSTANDING
01	332822	\$187.65	06/21/07	00880	0	JULIE, INC.	OUTSTANDING
01	332823	\$500.00	06/21/07	00888	0	BOB'S LAWN CARE	OUTSTANDING
01	332824	\$316.72	06/21/07	00892	0	STATE CHEMICAL MANUFACTURING CO	OUTSTANDING
01	332825	\$641.86	06/21/07	00908	0	AIRGAS NORTH CENTRAL	OUTSTANDING

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 06/15/07 - 06/21/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	332826	\$183.87	06/21/07	00929	0	McDONOUGH MECHANICAL SERVICES, INC.	OUTSTANDING
01	332827	\$694.11	06/21/07	00987	0	T-MOBILE	OUTSTANDING
01	332828	\$91.76	06/21/07	01015	0	DUNCAN PARKING TECHNOLOGIES	OUTSTANDING
01	332829	\$5880.00	06/21/07	01048	0	MEDICAL REIMBURSEMENT SERVICES, INC.	OUTSTANDING
01	332830	\$13.41	06/21/07	01106	0	TARGET AUTO PARTS	OUTSTANDING
01	332831	\$86.00	06/21/07	01253	0	ANTHONY BERTUCA	OUTSTANDING
01	332832	\$2360.00	06/21/07	01255	0	ZOLL DATA SYSTEMS, INC.	OUTSTANDING
01	332833	\$7617.79	06/21/07	01344	0	DELAGÉ LANDEN FINANCIAL SERVICES	OUTSTANDING
01	332834	\$980.00	06/21/07	01469	0	STANLEY BRYJA	OUTSTANDING
01	332835	\$300.00	06/21/07	01504	0	THE BANK OF NEW YORK	OUTSTANDING
01	332836	\$94.61	06/21/07	01543	0	BANNER PLUMBING SUPPLY CO.	OUTSTANDING
01	332837	\$500.96	06/21/07	01632	0	NICOR GAS	OUTSTANDING
01	332838	\$4124.00	06/21/07	01670	0	B.A. BONEBRAKE & ASSOCIATES	OUTSTANDING
01	332839	\$510.00	06/21/07	01751	0	SUBURBAN LABORATORIES, INC.	OUTSTANDING
01	332840	\$4780.00	06/21/07	01760	0	FLASH ELECTRIC CO.	OUTSTANDING
01	332841	\$2996.96	06/21/07	01800	0	CDW GOVERNMENT, INC.	OUTSTANDING
01	332842	\$338.71	06/21/07	01810	0	ROBERT J. LOVERO	OUTSTANDING
01	332843	\$6810.00	06/21/07	01893	0	SUBURBAN TREE CONSORTIUM	OUTSTANDING
01	332844	\$16645.00	06/21/07	01925	0	CANNON COCHRAN MANAGEMENT SERVICES, INC.	OUTSTANDING
01	332845	\$32.00	06/21/07	01933	0	KDD OF ILLINOIS, LTD.	OUTSTANDING
01	332846	\$153.86	06/21/07	30176	0	W.S. DARLEY & CO.	OUTSTANDING
01	332847	\$3789.61	06/21/07	30691	0	STATE TREASURER	OUTSTANDING
01	332848	\$60.00	06/21/07	31170	0	FIRE INVESTIGATORS STRIKE FORCE	OUTSTANDING
01	332849	\$23.00	06/21/07	32409	0	THOMAS J. PAVLIK	OUTSTANDING
01	332850	\$118.30	06/21/07	33503	0	FRANK PADUCH	OUTSTANDING
01	332851	\$76.91	06/21/07	33561	0	MARK JARNAGIN	OUTSTANDING
01	332852	\$3360.00	06/21/07	33803	0	MASTER WASHING INC.	OUTSTANDING
01	332853	\$5000.00	06/21/07	33836	0	YOUTH CROSSROADS	OUTSTANDING
01	332854	\$1000.00	06/21/07	33837	0	EDWARD C. STRAITH	OUTSTANDING
01	332855	\$1000.00	06/21/07	33838	0	NICK DESMOND	OUTSTANDING
01	332856	\$2475.00	06/21/07	33840	0	LA MANTIA LAW ASSOCIATES	OUTSTANDING
01	332857	\$1337.60	06/21/07	33841	0	SULLIVAN REPORTING COMPANY	OUTSTANDING
01	332858	\$1237.16	06/21/07	34247	0	MARTIN HASLER	OUTSTANDING
01	332859	\$1632.83	06/21/07	37390	0	DONALD WILHITE	OUTSTANDING
TOTAL # OF ISSUED CHECKS:			181	TOTAL AMOUNT:		651260.03	
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF UNISSUED CHECKS:			0				

K-2

ALDERMAN MARK WEINER  
3132 Wenonah  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com  
708-484-7512  
Www.ThirdWardAlderman.Com

June 21, 2007

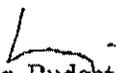
Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the June 26, 2007 Council meeting.

Payroll June 13, 2007 is \$835,289.95

Very truly yours,

  
Mark Weiner, Budget Committee Chairman



THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, Mayor

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

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

THOMAS J. PAVLIK  
CITY CLERK

Date: June 11, 2007

Mayor O'Connor & Members  
of the Berwyn City Council

Re: Block Party 6400-6500 block of 27th St

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 6400-6500 block  
of 27th St.

The residents request permission to hold the event on \_\_\_\_\_  
with a rain date of Aug 18, 2007. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Anthony Santiago

Contact person is:

Anthony Santiago

Address is:

6433 27th St

Phone number is:

708 749-3219

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 6400-6500 BLOCK OF 27th St  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug 11-07  
BETWEEN THE HOURS OF 10am AND 9pm. OUR RAIN DATE IS Aug 18, 2007  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

===== ADDRESS =====

- =====
- 6433 27th St
  - 6505 W. 27th St
  - 6421 W 27th St
  - 6499 W 27th St
  - 6425 W 27 STREET
  - 6417 W 27 STREET
  - 6411 W 27 St
  - 6423 W 27 St.
  - 6429 W 27 St
  - 6441 W 27 St
  - 6445 W 27 St
  - 6449 27 St
  - 6449 27th St
  - 6517 W 27th St
  - 6579 W. 27th St.
  - 6519 W. 27th St.
  - 6521 W. 27th St.
  - 6529 W. 27th St
  - 6535 W 27 St
  - 6531 W. 27 St
  - 6541 W. 27th St
  - 6449 W 27th St
  - 6449 W 27th St
- =====

WE THE UNDERSIGNED RESIDENTS OF THE 6400-6500 BLOCK OF 27th St

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug 11-07

BETWEEN THE HOURS OF 10am AND 9pm. OUR RAIN DATE IS Aug 18, 2007

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

===== ADDRESS =====

- =====
- 6433 27th St
- 6505 W. 27th St
- 6421 W 27th St
- 6499 W 27th St
- 6425 W 27 STREET
- 6417 W 27 STREET
- 6411 W 27 St
- 6423 W 27 St
- 6429 W 27 St
- 6441 W 27 St
- 6445 W 27 St
- 6449 27 St
- 6449 27th St
- 6517 W 27th St
- 6579 W. 27th St.
- 6519 W. 27th St.
- 6521 W. 27th St.
- 6529 W. 27th St
- 6535 W 27 St
- 6531 W. 27 St
- 6541 W. 27th St.
- 6449 W 27th St
- 6449 W 27th St
- =====

WE THE UNDERSIGNED RESIDENTS OF THE 6400-6500 BLOCK OF 27<sup>th</sup> Street

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug 11<sup>th</sup>

BETWEEN THE HOURS OF 10 am AND 9 pm. OUR RAIN DATE IS Aug 18<sup>th</sup>

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

=====  
ADDRESS  
=====

6420 W 27<sup>th</sup> St.

6434 W 27<sup>th</sup> St

6434 W 27<sup>th</sup> St.

6444 W 27<sup>th</sup> St.

6512 W 27<sup>th</sup> Street

6518 W 27<sup>th</sup> St

6526 W 27<sup>th</sup> St.

6524 W 27<sup>th</sup> St

6540 W 27<sup>th</sup> St.

6441 W 27<sup>th</sup> St.

6538 W 27<sup>th</sup> St

6504 W 27<sup>th</sup> St.

6504 W 27<sup>th</sup> St.

o 6431 W 27 St

- 6431 W 27 St

6501 W 27 St

6523 W 27 St

6511 W. 27<sup>th</sup>

6509 W 27 St

K-4

June 11, 2007

Mayor O'Connor & Members of the Berwyn City Council

Re: Block Party 1600 block of Maple Ave

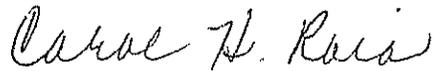
Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1600 block of Maple Ave.

The residents request permission to hold the event on July 28, 2007 with a rain date of July 29, 2007. We are aware of the ordinance regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours Truly,



Carol Raia

Contact person is: Carol Raia

Address is: 1643 Maple Ave

Phone number is: 795-5539

WE THE UNDERSIGNED RESIDENTS OF THE 1600 BLOCK OF MAPLE AVE  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON July 28, 2007  
BETWEEN THE HOURS OF 8:00 AM AND 9:00 PM. OUR RAIN DATE IS July 29, 2007

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

=====

ADDRESS

=====

- 1628 Maple Ave
- 1645 Maple
- 1643 Maple
- 1643 Maple
- 1645 Maple
- 1628 Maple
- 1631 Maple
- 1639 Maple
- 1623 Maple
- 1615 Maple
- 1615 MAPLE
- 1613 S. MAPLE
- 1600 MAPLE
- 1620 MAPLE
- 1620 MAPLE
- 164 Maple.
- 1617 S maple
- 1622 S. Maple
- 1626 S. Maple Ave
- 1632 MAPLE
- 1627 Maple
- 1648 Maple
- 1640 Maple

K-5

June 11, 2007

Mayor O'Connor & Members of the Berwyn City Council

Re: Block Party 1800 block of Maple Ave

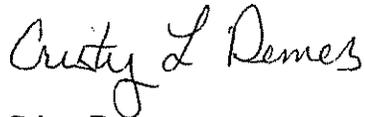
Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1800 block of Maple Ave.

The residents request permission to hold the event on July 21, 2007 with a rain date of July 22, 2007. We are aware of the ordinance regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours Truly,



Cristy Demes

Contact person is: Cristy Demes

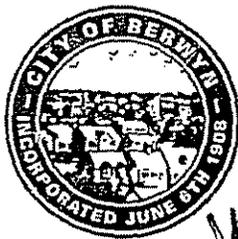
Address is: 1800 Maple Ave

Phone number is: 484-1492

WE THE UNDERSIGNED RESIDENTS OF THE 1800 BLOCK OF Maple Ave  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON July 21st 2007  
BETWEEN THE HOURS OF 8am AND 9pm. OUR RAIN DATE IS July 22nd 2007  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 1801 Maple Ave
- 1804 Maple Ave
- 1805 Maple Ave
- 1802 Maple Ave
- 1800 MAPLE AVE.
- 1806 MAPLE AV.
- 1808 Maple Ave
- 1822 S Maple Ave.
- 1826 S. MAPLE AVE.
- 1824 S. Maple Ave
- 1830 S. Maple Ave
- 1832 S. Maple Ave.
- 1841 S Maple Ave
- 1847 S Maple Ave
- 1833 Maple Ave
- 1825 Maple Ave
- 1827 Maple Ave
- 1809 Maple Ave
- 1807 S Maple
- 1823 Maple
- 1835 Maple



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, Mayor

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

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

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 6-20-07

Mayor O'Connor & Members  
of the Berwyn City Council

Re: Block Party 21st. block of Cuyler

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 21st block  
of Cuyler.

The residents request permission to hold the event on July 28'07.

with a rain date of \_\_\_\_\_ . We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Mania E. Lopez

Contact person is:

Mania Lopez

Address is:

2130 Cuyler Ave

Phone number is:

(708) 788-3790 (708) 774-4956

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*





THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, Mayor

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**THOMAS J. PAVLIK**  
CITY CLERK

Date: 6/12/07

Mayor O'Connor & Members  
of the Berwyn City Council

Re: Block Party 3100 block of S. Wenonah Ave.

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3100 block  
of S. Wenonah Ave.

The residents request permission to hold the event on August 25<sup>th</sup>, 2007  
with a rain date of August 26<sup>th</sup>, 2007. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Rita Maniotis

Contact person is: Rita Maniotis

Address is: 3105 S. Wenonah Ave

Phone number is: 749-1819

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*



K.S.

## NORTH BERWYN PARK DISTRICT

June 22, 2007

Mayor Michael A. O'Connor  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Ill 60402

SUBJECT: Approval for Block Closure – Sat, July 7, 2007

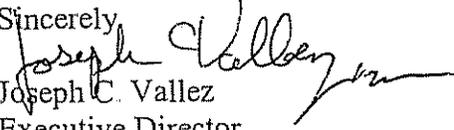
Dear Mayor O'Connor:

The North Berwyn Park District will once again host a family celebration this summer that will feature live music, fun and games for the children, as well as other family oriented activities.

I respectfully request permission to close the block of Wesley Avenue from 16<sup>th</sup> street south to 18<sup>th</sup> Street on Sat, July 7, 2007. The times would be 8:00 a.m. to 11:00 p.m.

Please call me if you have any questions regarding this matter, I may be contacted at 749-4900 X17 or [jvallez@nbpd4fun.org](mailto:jvallez@nbpd4fun.org).

Sincerely,

  
Joseph C. Vallez  
Executive Director