

City of Berwyn City Council Meeting

July 24, 2007

BERWYN CITY COUNCIL MEETING

JULY 24, 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

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.- 7/10/07-COW-7/10/07
- (D) BID OPENING - TABULATIONS
 - 1. RENOVATION & UPDATE-AUDIO/VISUAL SYSTEMS-COUNCIL CHAMBERS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-CGI PROPOSAL FOR FREE WEB-BASED VIDEO
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. DEFER-RESOL-AUTHORIZING FEASIBILITY STUDY.
 - 2. RESOL-"THE SPINDLE"
 - 3. RESOL-ENDORE METRO MAYORS CAUCUS-GREENEST REGION COMPACT
 - 4. PROC-NATIONAL NIGHT OUT 2007
 - 5. REQ LATE HOUR LICENSES-CERTAIN LIQUOR ESTABLISHMENTS
 - 6. REQ ZONING VARIATION-6323 CERMAK
 - 7. LIQUOR LICENSE CLASSIFICATION LIMITATIONS
 - 8. CITY'S 100TH BIRTHDAY
 - 9. **Closed Committee of the Whole**
 - 10. **5th Ward Alderman Seat**
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. RESOL-RELEASE OF CLOSED COW MINUTES
 - 2. ORD-REZONING OF 1600 SCOVILLE AVE
 - 3. ORD-AMEND 1240.04-DEFINITIONS; 1248.06-ACCESSORY BLDGS-1248.07-BLDG COVERAGE
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. CHAPMAN-CITY OF BERWYN HEALTH INSURANCE

2. CHAPMAN-CITY OF BERWYN HOLIDAY DECORATIONS
3. RAMOS-"NO PARKING ON PAVERS" SIGNS ON OGDEN AVE.
4. LOVERO-ORD-SUPERZONE PARKING-1600-2100 BLKS MAPLE
5. ERICKSON-PROFESSIONAL MANAGEMENT
6. REC COMM-DISSOLVE REC DEPT-BIKE TRAILS-INTERNATIONAL FOOD FEST-STATE OF PARKS
7. BUDGET COMM-REMOVE ITEMS FROM REFERAL LIST

(J) STAFF REPORTS

1. DEFER-BPD-REQ HANDICAP SIGN-S. GOMEZ-2416 HIGHLAND
2. DEFER-PW DIR-REQ TO BID-HOLIDAY DECORATIONS
3. DEFER-BPD-HANDICAP SIGN -S. PORRAS-3812 SCOVILLE
4. DEFER-BPD-HANDICAP SIGN-I. WALTER-2338 ELMWOOD
5. BPD-HANDICAP SIGN-R. BURANDT-3705 CLARENCE
6. BPD-HANDICAP SIGN-R. REYES-1440 HIGHLAND
7. BPD-HANDICAP SIGN-M. MANCILLA-1223 SCOVILLE
8. FINANCE DIR-INTERNAL SERVICE FUND
9. CITY ATTORNEY-METRO LEASE AGREEMENT
10. CITY ATTORNEY-ORD-AMEND NUMBER OF DEPUTY FIRE CHIEFS
11. CITY ATTORNEY-CDBG INSPECTOR POSITION
12. CITY ATTORNEY-REQ PUB HEARING-BEAUTY PARLORS/NAIL SALONS
13. CITY ATTORNEY-REMOVE REFERAL ITEMS-LAW DEPT
14. PW DIR-AWD BID-2007 CDBG SI DWALK PROG-D'LAND CONST. \$294,970
15. H.R. DIRECTOR-REPLACE PARKING SUPERVISOR-POLICE DEPT

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

1. BUDGET CHAIRMAN-PAYROLL-7/1/07-\$1,012,012.06
2. BUDGET CHAIRMAN-PAYABLES-7/24/07-\$1,137,003.37
3. COLLECTOR-BUSINESS LICENSE ISSUED-JULY, 2007
4. FIREFIGHTER LOCAL #506- DONATIONS-MS DRIVE-8/4-8/11-8/18/07
5. AIRKO HEATING & COOLING-KIDS FUN DAY-7/28/07
6. CBC SHOE CORP-SIDEWALK SALE-8/9/07 THRU 8/12/07
7. BLOCK PARTY-3600 MAPLE-7/28/07
8. BLOCK PARTY-1800 HIGHLAND-7/28/07
9. BLOCK PARTY-1500 WESLEY-8/26/07
10. BLOCK PARTY-3800 HARVEY-8/18/07
11. BLOCK PARTY-1800 HOME -8/25/07
12. BLOCK PARTY-3100 MAPLE-8/25/07

ITEMS SUBMITTED ON TIME 50

THOMAS J. PAVLIK - CITY CLERK

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Sections A & B

A. Pledge of Allegiance-Moment of Silence

B. Open Forum

Topic must NOT be on the Agenda

Open space for comments or ideas.

Section C

Presentation of Previous Meeting Minutes For Approval



MICHAEL A O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
JULY 10, 2007

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:30 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Phelan, Lovero, Erickson. Absent: Skryd. Thereafter, Lovero made a motion, seconded by Chapman, to excuse Skryd. The motion carried.
2. The Pledge of Allegiance was recited and a moment of silence was called for the safety of our armed forces, police, firefighters, and paramedics.
3. The Open Forum Portion of the meeting was announced. The Mayor recognized Sandy Van Goethem, 7109 Riverside Dr. spoke on the extensive use of fireworks by residents before and during the July 4th holiday and gave several solutions to address the problem-A Berwyn resident spoke in favor of saving or relocating the " Spindle" in the Cermak Plaza. Alderman Chapman spoke on the Berwyn Arts Council's efforts to work with the artist on the matter-Stephanie Navarro, Finance director, reported that the bond rating for the City has been increased to A minus-the Mayor announced the Berwyn Park Districts "Take Back the Night" events- July 18th at St Mary of Celle-July 25th Proksa Park-August 5th Freedom Park and National Night Out on August 7th-2nd Ward Alderman Ramos spoke on the Memorial Day Parade and the International Food Fest held over the Memorial weekend and thanked the Combined Veterans and all who helped to make the event successful.
4. The minutes of the regular City Council and the Committee of the Whole meetings held on June 26, 2007 were submitted. Lovero made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote.
5. Lovero made a motion, seconded by Chapman, to suspend the rules and bring forth items I-2, I-3, and I-4. The motion carried. Item I-2 is a communication from the Fire and Police commissioners regarding the promotion of firefighter Brian Tokarczyk to the rank of Lieutenant. Thereafter, Ramos made a motion, seconded by Lovero, to concur and approve as submitted. The motion carried by a voice vote.

6. The Fire and Police commissioners submitted a communication regarding the promotion of Paul Gardner, Jr. to the rank of Lieutenant. Thereafter, Lovero made a motion, seconded by Ramos, to concur and approve as submitted. The motion carried by a voice vote.
7. The Fire and Police commissioners submitted a communication regarding the appointment of Diego Palacios as probationary firefighter. Thereafter, Lovero made a motion, seconded by Erickson, to concur and approve as submitted. The motion carried by a voice vote.
8. Chapman made a motion, seconded by Ramos, to suspend the rules and bring forth item J-18. The motion carried. Item J-18 is the bid award for the renovation of the South Fire department to Madison Construction in the amount of \$303,737. Thereafter, Weiner made a motion, seconded by Phelan, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
9. The bid openings for the CDBG sidewalk replacement program were submitted. Thereafter, Lovero made a motion, seconded by Phelan, to authorize the city attorney, public works director, city engineer, and any other interested parties to adjourn to the Conference room for the opening and tabulation of bids and to return, with results, to the Council Chambers. The motion carried by a voice vote.
10. The Berwyn Development Corporation submitted a communication requesting the approval of Paul Zimmerman to the Roosevelt Road Advisory as part of the intergovernmental agreement (IGA). Thereafter, Lovero made a motion, seconded by Erickson, to concur and approve the appointment as submitted. The motion carried by a unanimous roll call vote.
11. The Berwyn Development Corporation submitted a communication regarding the Parking Deck and the request to go for bid to hire a firm specializing in deck construction. Thereafter, Chapman made a motion, seconded by Erickson, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
12. A deferred communication from the Finance director regarding a resolution authorizing a Feasibility study for the Tax Increment Financing for redevelopment purposes. Thereafter, Lovero made a motion, seconded by Erickson, to defer and refer the matter to Chapman and Cutler.
13. A deferred communication regarding the ordinance entitled:

AN ORDINANCE ESTABLISHING LICENSING AND INSPECTION OF MULTI-FAMILY DWELLINGS IN THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

14. The Mayor submitted a communication regarding the Centennial celebration. After discussion, Chapman made a motion, seconded by Erickson, to refer the matter to the Berwyn Development Corporation. The motion carried by a voice vote.
15. The Mayor submitted a communication requesting to amend the ordinance for Deputy Fire Chief which would reduce the current number of (5) to (4). Thereafter, Lovero made a motion, seconded by Erickson, to concur and refer the matter to the Law department for the drafting of an ordinance. The motion carried by a voice vote.
16. The Mayor submitted a communication regarding the retirement of Deputy Fire Chief, John Lynch, and extended thanks and best wishes. Thereafter, Lovero made a motion, seconded by Erickson, to accept the matter as informational. The motion carried by a voice vote.
17. The Clerk submitted an ordinance entitled:

AN ORDINANCE AMENDING PART TWELVE TITLE FOUR OF THE BERWYN CODIFIED ORDINANCES TO REQUIRE PAWN SHOPS TO BE DESIGNATED AS CONDITIONAL USES WITHIN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

18. The Clerk submitted an ordinance entitled:

AN ORDINANCE AMENDING THE PLANNING AND ZONING CODE OF THE CITY OF BERWYN REGARDING THE REGULATION OF FENCES.

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

19. The Clerk submitted an ordinance entitled:

AND ORDINANCE AMENDING THE PLANNING AND ZONING CODE OF THE CITY OF BERWYN(CREATION OF DOWNTOWN RETAIL OVERLAY DISTRICT)

Thereafter, Lovero made a motion, seconded by Chapman, to concur and adopt the ordinance as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Lovero. Nays: Phelan, Erickson, Absent: Skryd. Thereafter, Mayor O'Connor wished to express his vote on the matter and entered a vote of Nay.

20. The Clerk submitted an ordinance entitled:

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BEWYN, COOK COUNTY, ILLINOIS, TO INCLUDE IN THE DOWNTOWN RETAIL OVERLAY DISTRICT CERTAIN C-2 DISTRICT PROPERTY WITHIN THE DOWNTOWN CORRIDOR

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

21. The Zoning Board of Appeals submitted a Resolution regarding the request from US Cellular to install a tower at 1917 Grove Avenue. The Mayor invited a representative from US Cellular to address the Council. Thereafter, Lovero made a motion, seconded by Chapman, to concur with recommendation of the Zoning Board of Appeals and deny said request. The motion carried by the following roll call: Yeas: Chapman, Ramos, Phelan, Lovero, Erickson. Nays: Weiner. Absent: Skryd.
22. The Zoning Board of Appeals submitted a Resolution and Ordinance, requesting a variation for a double face projecting sign for Harris Bank NA, 6811 W. Stanley. Thereafter, Weiner made a motion, seconded by Chapman, to concur and approve the Resolution/ Ordinance as submitted. The motion carried by a unanimous roll call vote.

23. The City Treasurer submitted the 2006 Treasurer's report as published June 22, 2007 in the Gazette Newspaper. Alderman Chapman questioned the Finance director, Stephanie Navarro regarding the bracketing of city employees salaries verses Actual as published in the past. Navarro stated that it was within the requirement of the State Statute. Thereafter, Ramos made a motion, seconded by Weiner, to accept the matter as informational. The motion carried by a voice vote.

24. The Ordinance and Resolutions committee submitted an ordinance entitled:

AN ORDINANCE AMENDING THE TRAFFIC CODE OF THE CITY OF BERWYN REGARDING VEHICLE SEIZURE AND IMPOUNDMENT

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

25. A deferred communication from the Berwyn Police department regarding a handicapped sign for Salvador Gomez, 2416 Highland. Thereafter, Lovero made a motion, seconded by Chapman, to defer the matter for two (2) weeks. The motion carried by a voice vote.

26. The bid for the 2007 CDBG sidewalk program were returned to the Council chambers for public reading. The results were as follows; Kingspoint, Bensenville, \$421,900, D'Land Construction, LLC, Bensenville, \$294,970, and Suburban Concrete, Inc., Hawthorn Woods, \$323,325. Thereafter, Lovero made a motion, seconded by Erickson, to refer the matter to the Public Works department and the City Engineer, Novotny and Associates to review and report back to Council. The motion carried by a voice vote.

27. Weiner made a motion, seconded by Ramos, to suspend the rules and to bring forth item J-4, J-9, and J-21. The motion carried. J-4 is a deferred communication from the Public Works director regarding permission to go out for bid for holiday decorations. After discussion, Chapman made a motion, seconded by Ramos, to defer and refer to the Public Works committee. The motion carried by a voice vote.

28. The Public Works director submitted a request for a waiver of bidding and approval of emergency repair of pump #1 and to award the replacement to SPD, Inc. in the amount not to exceed \$15,500. After discussion, Lovero made a motion, seconded by Erickson, to concur and approve for payment

in an amount not to exceed \$15,500. The motion carried by a unanimous roll call vote.

29. The Public Works director submitted a request to approve the contract with Kings Point General Cement for the 2007 MFT Sidewalk Program in the total amount of \$200,750. Thereafter, Erickson made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
30. A deferred communication from the Law department regarding the Oak Park Regional Housing Center, contract. Thereafter, Weiner made a motion, seconded by Ramos, to concur and adopt the contract as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Phelan, Lovero. Nays: Erickson. Excused: Skryd.
31. A deferred communication from the Berwyn Police department regarding a handicapped sign for Antoniette Dubsy, 2428 Kenilworth. Thereafter, Weiner made a motion, seconded by Chapman, to concur with the investigating officer and deny said sign. The motion carried by a voice vote.
32. The Police chief submitted a request to waive the hiring freeze for the appointment of 5 police officers from the current Eligibility List. After discussion, Chapman made a motion, seconded by Erickson, to refer the matter to the Fire and Police committee. The motion carried by a voice vote.
33. The Berwyn Police department submitted a communication regarding a handicapped sign for Susan Porras, 3812 Scoville. Thereafter, Chapman made a motion, seconded by Erickson, to defer for two (2) weeks. The motion carried by a voice vote.
34. The Berwyn Police department submitted a communication regarding a handicapped sign for Ilse Walter, 2338 Elmwood. Thereafter, Lovero made a motion, seconded by Chapman, to defer to two (2) weeks. The motion carried by a voice vote.
35. The Community Development director submitted a Resolution regarding the CDBG Eighth Year Action Plan. Thereafter, Lovero made a motion, seconded by Erickson, to concur and adopt the Resolution as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

36. The Human Resource director submitted a communication requesting changes in health insurance coverage. Thereafter, Weiner made a motion, seconded by Ramos, to concur with the changes as discussed in the Closed Committee of the Whole (see attached memo). The motion carried by the following roll call: Yeas: Ramos, Weiner, Phelan, O'Connor. Nays: Chapman, Lovero, Erickson. Absent: Skryd.
37. The Finance director submitted a communication regarding Paramedic Receivable write-off and Collection Agency. After lengthy discussion, Lovero made a motion, seconded by Weiner to concur and refer to the Committee of the Whole and the Law department. After further discussion, all motions were withdrawn.
38. Continued discussions ensued on the communication from the Finance director regarding Paramedic Receivable write-off and Collection Agency. Thereafter, Lovero made a motion, seconded by Chapman, to concur with the recommendation of the Finance director to write off any accounts receivables prior to December 31, 2003. The motion carried by a unanimous roll call vote. Thereafter, Lovero made a motion, seconded by Erickson, to refer the matter of a Collection Agency to the Committee of the Whole and Law department. The motion carried by a voice vote.
39. The Finance director submitted a communication regarding Recordkeeping and approval of purchase card program. Lovero made a motion, seconded by Chapman, to refer the matter to the Committee of the Whole.
40. Finance director submitted a communication regarding an extension of insurance agreement with CCMSI through December 31, 2007. Thereafter, Lovero made a motion, seconded by Erickson, to concur and approve as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
41. The Law department submitted an ordinance entitled:

AN ORDINANCE AMENDING THE ZONING CODE TO PROVIDE FOR LANDSCAPE AND BUFFERING OF PARKING LOTS AND DEVELOPMENT SITES IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

42. The City Attorney submitted a communication regarding Crime-Free Housing and Multi-Family inspection draft, see attached, with the request that it be incorporated into the purposed multi-family licensing ordinance. Thereafter, Lovero made a motion, seconded by Chapman, to refer to the Law department. The motion carried by a voice vote with Phelan and Erickson voicing contrary nays.
43. The Law department submitted a communication regarding the Grant projects update. Thereafter, Weiner made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.
44. The Law department submitted a communication regarding the Hoy Newspaper agreement. Thereafter, Weiner made a motion, seconded by Ramos, to accept the matter as informational. The motion carried by a voice vote.
45. The building director submitted a communication regarding emergency repairs to the Public Works roof and requested to waive the bidding process. Thereafter, Lovero made a motion, seconded by Erickson, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
46. The Human Resource director submitted a request to replace the position of Parking Revenue Clerk. Thereafter, Ramos made a motion, seconded by Weiner, to concur. The motion carried by the following roll call vote: Yeas: Ramos, Weiner, Lovero, O'Connor. Nays: Chapman, Phelan, Erickson. Absent: Skryd.
47. The Consent Agenda, K-1 through K-9 were submitted.
 - K-1 Budget Chairman submitted the payables for July 10, 2007 in the amount of \$819,128.94.
 - K-2 Budget Chairman submitted the payroll for June 27, 2007 in the amount of \$839,753.23.
 - K-3 The building director submitted the building permits issued in June, 2007
 - K-4 Commodore Barry Post 256, annual picnic, August 11, 2007
 - K-5 1st Congregational Church, festival and car show, August 26, 2007
 - K-6 Block party, 1300 Wenonah, July 28, 2007
 - K-7 Block party, 3800 Kenilworth, August 11, 2007
 - K-8 Block party, 3400 Home, July 28, 2007
 - K-9 Block party, 6400 W. 33rd Street, August 4, 2007

Thereafter, Ramos made a motion, seconded by Weiner, to concur and approve by Omnibus Vote designation.

48. The Mayor called for a Committee of the Whole meeting on Tuesday, July 24, 2007 at 6:00 p.m. for referrals.
49. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Weiner, to adjourn at the hour of 9:55 p.m. by a unanimous roll call vote.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

MINUTES
COMMITTEE OF THE WHOLE
JULY 10, 2007
6:00 PM

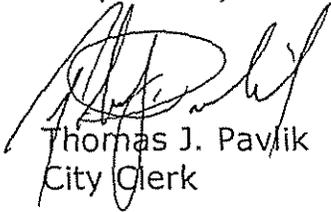
1. The Committee of the Whole was called to order by Mayor O'Connor at 6:15 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Lovero. Absent: Skryd, Phelan, Erickson. A sign in sheet is attached.
2. Lovero made a motion, seconded by Chapman, to excuse Aldermen Skryd, Phelan, and Erickson. The motion carried. The Mayor stated that Alderman Skryd will not be in attendance for all meetings this evening.
3. Ramos made a motion, seconded by Chapman, to close the Committee of the Whole at 6:16 p.m. for pending litigation, contract negotiations, personnel, and land acquisition. The motion carried.

The Committee of the Whole reconvened at 7:34 p.m. Aldermen Phelan and Erickson now present.

4. Debt Restructure Status-The Mayor recognized Finance director, Stephanie Navarro, who spoke on finalizing preparations for the debt restructure and stated that it is best if done in a two step process. The second stage of debt restructure will be required to be readdressed in 2008. Aldermen questioned if it is necessary to adopt a resolution prior to adopting an ordinance for TIF eligible reimbursements. The Finance director's communication F-1 will be deferred and referred to Chapman and Cutler for review. Navarro stated that the 2007 debt will be at \$52 million, \$17,500,000 is a refunding portion and approximately \$33 million is tax exempt portion with taxable at approximately \$18,200,000.
5. The Mayor recognized Antonio from the BDC who gave a presentation regarding the advertising campaign. Antonio discussed possible TV commercials with local television producers, and introduced Leo Flores and Israel Fernandez who gave a presentation regarding the campaign "A Day in the Life" see attached and the "City Life Campaign" or "Testimonials". The Mayor asked for consensus from aldermen to select a campaign concept, in order to move forward. Aldermen gave various opinions regarding concept, 6-0 in favor of moving forward. The BDC will report back to Council.

6. The Mayor questioned Alderman Lovero on agenda item regarding a handicap sign. Lovero stated that he had contacted Officer Rivera for clarification.
7. Light Speed-AT&T- The Mayor stated that the state legislature has passed legislation that will clear the way for the installation of boxes in the City's parkway. City Attorney Bonebrake will bring a sample ordinance forward, addressing the issue.
8. Agenda Item F-2-Alderman Lovero questioned the difference between the item F-2 an ordinance for Rental License, and J-15 an ordinance for Multi-Family Inspection and Crime Free Housing. Discussion ensued on fees to apply to ordinance and to defer J-15 back to the Law department to incorporate into agenda item F-2.
9. Agenda item J-17-The City Attorney's communication regarding Hoy Newspaper agreement. Alderman Phelan questioned Attorney Bonebrake who reviewed the matter.
10. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Chapman, to adjourn the Committee of the Whole at 8:20 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

Section D

Bid Openings – Tabulations

D-1

LEGAL NOTICE / PUBLIC NOTICE

**Request for Proposal
Professional Services for the Renovation and
Updating of Audio/Visual Systems of
City of Berwyn's City Council Chambers**

The City of Berwyn, Illinois is requesting pricing information for the renovation and updating of Audio/Visual systems of the City's Council Chambers. Successful bidder will be responsible for the complete design, implementation, and maintenance of all requirements outlined in the RFP. Please direct questions or comments concerning the administrative or technical requirements of this RFP to the Project Manager, James J. Frank, 6700 W. 26th St., Berwyn, IL 60402. Phone: 708-788-2660 x292, Fax: 708-788-0285, Email: JFrank@ci.berwyn.il.us. For a hard copy of this RFP, please visit the City Clerk's office located on the first floor of Berwyn City Hall, 6700 W. 26th St., Berwyn, IL 60402. To download a full text PDF of this RFP, please visit <http://www.berwyn-il.gov/>. The City of Berwyn reserves the right to reject any and all proposals or to waive any specification or requirement when determined to be in the best interest of the City. Deadline for receipt of sealed bids is 5:00 PM. local time, July 20th 2007 at the City Clerk's office located on the first floor of Berwyn City Hall, 6700 W. 26th St., Berwyn, IL 60402. Bids will be opened and reported during the regular City Council meeting on July 24th 2007. Bids received after the deadline may not be accepted.

June 6, 8, 2007

Liberty Suburban Newspapers 2836 BER

Section E

Berwyn Development Corp.
Berwyn Township/Health District

July 20, 2007

TO: City Council
FR: Berwyn Development Corporation
RE: CGI Proposal for FREE Web-Based Video

Dear Mayor and Members of City Council,

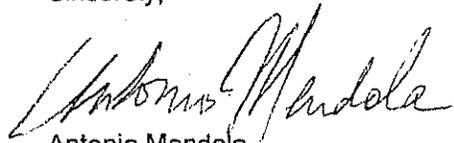
We have received a proposal from CGI Communications, Inc. offering us the opportunity to have a web-based video produced that would showcase the City and businesses in Berwyn. The City of Berwyn and the Berwyn Development Corporation will receive this service at no cost or liability. The video could be posted on the City's web site and viewed by visitors who would like to learn more about Berwyn.

The video itself and services provided by CGI would involve:

- Welcome message and Real Estate/Relocation video for newcomers to the area or prospective home buyers (approx. 1 minute in duration)
- Up to 6 additional videos to showcase various aspects of the community (providing a total of ten 1 minute community highlight videos)
- Script writing and video content consultation
- A videographer to film video locations
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Movie Showcase content subject to your approval
- Streaming digital formats to play on all computer systems
- Storage of all video materials on CGI's dedicated server at no cost
- Business sponsors allowed on the perimeter of video panels, renewable after one year. CGI would work with the businesses directly to recruit sponsorship for the video piece.

Because this would be a web-based only video, we can also explore the possibility of integrating elements from the City Marketing Program TV commercial that will be airing on HGTV and TLC soon. Per your approval we can move forward with this project and begin a production schedule with CGI. Thank you for your consideration.

Sincerely,



Antonio Mendola
Berwyn Development Corporation

Section F

Reports and Communications From The Mayor

F-1

CITY OF BERWYN

CITY COUNCIL MEETING July 24, 2007

Deferred Communication

Agenda Item F-1 is a Deferred Communication from C C Meeting dated 7/10/07 Agenda item #12

Re: Mayor-Resolution authorizing a Feasibility Study



F-5

THE CITY OF BERWYN, ILLINOIS

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

MICHAEL A. O'CONNOR, Mayor

ITEM NO. 12
DATE JUN 26 2007 www.berwyn-il.gov

DISPOSITION Refer
June 21, 2007

Refer to
BSC + Odelson / Sterk

ITEM NO. 12
DATE JUL 10 2007

DISPOSITION Refer & Refer
to Chairman &
Cutler

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

Michael A. O'Connor
Mayor

MAO/dr

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

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.

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 \$3,000,000.00.

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.

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

EXHIBIT A
DESCRIPTION

EXHIBIT B

Overview of TIF

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.



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

RESOLUTION

Whereas, the artwork located at the Cermak Plaza, Cermak and Harlem Aves., Berwyn IL was installed by the owners of the Cermak Plaza to attract buyers and art enthusiasts to the shopping center,

Whereas, The artwork known as "The Spindle" has appeared in movies, been photographed in numerous publications and has been reproduced for the appearance on the cover of The Illinois Tourism Guide,

Whereas, While "The Spindle" is both adored by many and disliked by others, there is no disputing the fact that it brings attention to our City in a positive way and

Whereas, The need to recondition "The Spindle" is eminent and relocating the art work is a must to make space for further development in the Cermak Plaza.

Now, Therefore, Be It Resolved that the City of Berwyn will assist in the further discussion of saving, relocating and restoring "The Spindle" and returning the artwork to the Cermak Plaza and the citizens of Berwyn.

Adopted by the City Council of Berwyn this _____ day of _____, 2007.

Mayor

Michael A. O'Connor

City Clerk



143
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

RESOLUTION

Endorsing the Metropolitan Mayors Caucus Greenest Region Compact

Whereas, The Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public issues and multi-jurisdictional challenges; and

Whereas, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of improving the environment, from promoting environmental practices through waste management, green purchasing, and participation in Clear Air Counts; and

Whereas, it is important for Mayors and local governments throughout the United States to take leadership roles by adopting environmental programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, and improved transportation choices; and,

Whereas, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental issues of global importance at the local level; and

Whereas, the Compact outlines a number of cost-effective environmental sustainability measures that enhance health and safety, reduce hazardous and solid waste and air pollution emissions.

NOW, THEREFORE, BE IT RESOLVED that the City of Berwyn endorses the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to join this effort to improve the metropolitan Chicago region's environment.

Presented and adopted this day of _____, 2007

Michael A. O'Connor

Mayor

Clerk



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
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PROCLAMATION National Night Out 2007

WHEREAS: the National Association of Town Watch (NATW) and TARGET is sponsoring a unique, nationwide crime, drug and violence prevention program on August 7th, 2007 entitled "National Night Out"; and

WHEREAS: the "24th Annual National Night Out" provides a unique opportunity for **The City of Berwyn** to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS: **The Neighborhood Watch Program** plays a vital role in assisting The Police Department through joint crime, drug and violence prevention efforts in The City of Berwyn; and

WHEREAS: it is essential that all citizens of The City of Berwyn be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Berwyn; and

WHEREAS: it is with appreciation to have unified support between our local surrounding communities, state, and federal agencies; and

WHEREAS: police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the of the "National Night Out" program;

NOW, THEREFORE, I, Michael A. O'Connor, Mayor of Berwyn, do hereby call upon all citizens of The City of Berwyn to join **The Berwyn Police Department, Berwyn Fire Department, Berwyn Park District and North Berwyn Park District, the National Association of Town Watch and TARGET for National Night Out Events on Tuesday, August 7th, to be held at The Morton West stadium and fields, in supporting the 24th Annual National Night Out event.**

Dated this 24th day of July, 2007

Mayor Michael A. O'Connor

City Clerk Thomas Pavlik



15
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

Dear Members of City Council,

I have been requested by the Berwyn businesses, holding liquor licenses, to allow for a 4:00 a.m. license for certain establishments. I would suggest that these late hour licenses be limited to two nights per week, Friday and Saturday. Any businesses allowed holding these licenses would be on probation for 90 days and any problems could result in revocation of the later hour license.

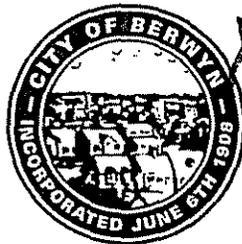
I have received a request from one Berwyn business already, Sevilla's Tapas, for this 4:00 am license.

Your recommendations and opinions are open for discussion. If you concur with this amendment, please refer to the law department for the change in the current ordinance.

Sincerely,

Michael O'Connor, Mayor

July 16, 2007



16
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

Dear Members of City Council,

I would like the City Council to reconsider allowing a zoning variation for

6323 Cermak. Your cooperation is appreciated.

Sincerely,

Mayor Michael O'Connor

July 18, 2007



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

July 20, 2007

To: Members of the
City Council

Re: Liquor License classification limitations

Dear Ladies and Gentlemen:

Last year, the City Council allowed for changes in the liquor licenses available because of new entertainment classifications. It would be my recommendation to include these limits in the number of licenses available in the Liquor License Section of the Code of Ordinances. The final list will be available for the City Council meeting. Your support will be most appreciated.

Sincerely,

Michael A. O'Connor
Mayor



FS
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

July 19, 2007

Dear Members of City Council,

Subject: City 100th Birthday

I will be presenting in the Committee of the whole a plan for your approval to have a very successful celebration of the City's 100th Birthday. Of course time is of the essence. Your consideration will be appreciated.

Sincerely,

Mayor Michael O'Connor



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

To: Members of City Council

Re: Closed Committee of the whole

Dear Ladies and Gentlemen,

In our closed session we discussed case #02 WC 32059 it would be my recommendation to concur with the decision reached in closed session.

Sincerely,

Mayor Michael A. O'Connor

July 18, 2007



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

To: Members of the City Council

Re: 5th Ward Alderman Seat

Dear Ladies and Gentlemen,

I ask you to please consider Maureen Brocato for the 5th Ward Aldermanic seat. Maureen Brocato, as her husband Ben had done for 12 years, will always do what is best for Berwyn. Having served with Ben for six years and having known Maureen and Ben for more than fourteen years, I know their contributions to the city have been many. I believe there is no better candidate but Maureen Brocato to fill the position of 5th Ward Alderman. I ask you to support my decision to appoint Maureen Brocato.

Sincerely,

Mayor Michael O'Connor

July 18, 2007

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

THOMAS J. PAVLIK
CITY CLERK

July 20, 2007

Mayor O'Connor and Members
Of the City Council

Re: Release of Closed Committee of the Whole Minutes

Dear Mayor and Members:

Attached is a Resolution to release certain closed Committee of the Whole minutes dated from July 13, 2004 through October 3, 2006.

It would be my recommendation to adopt the Resolution as presented.

Respectfully submitted,

Thomas J. Pavlik
City Clerk

RESOLUTION NO. _____

A RESOLUTION TO RELEASE CLOSED SESSION MINUTES

- Whereas,** the Illinois Open Meetings Act requires all public bodies to keep written minutes of all of their meetings whether open or closed; and
- Whereas,** the minutes of closed session are to be available after it is determined that it is no longer necessary to protect that public interest or the privacy of an individual by keeping them confidential; and
- Whereas,** each six (6) months, the corporate authorities shall make this determination which can be made in closed session; and
- Whereas,** after having reviewed the minutes of all closed meetings, the corporate authorities have determined that, for some of them, the need for confidentiality still exists as to all or part of those minutes and as for others, as set forth in Section 1 of this Resolution, the minutes or portions thereof no longer require confidential treatment and should be available for public inspection.

NOW THEREFORE, be it resolved by the City of Berwyn as follows:

SECTION 1: The corporate authorities find that, for the minutes or portions thereof, set forth below, it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential; and such minutes, which were previously approved in closed session, are to be hereby released. The minutes or portions thereof to be released are the following:

July 13, 2004	July 27, 2004	August 10, 2004
August 17, 2004	October 26, 2004	December 14, 2004
December 28, 2004	May 17, 2005	June 7, 2005
July 5, 2005	July 7, 2005	July 12, 2005
August 9, 2005	September 13, 2005	October 11, 2005
October 18, 2005	October 25, 2005	November 15, 2005
December 13, 2005	December 27, 2005	January 3, 2006
January 17, 2006	January 19, 2006	February 2, 2006
February 14, 2006	February 28, 2006	March 22, 2006
March 28, 2006	April 25, 2006	June 28, 2006
October 3, 2006		

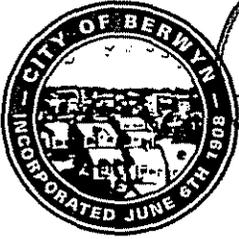
SECTION 2: This Resolution shall be in full force and effect immediately upon its passage.

ENTERED upon the records of the City of Berwyn this 24th day of July 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) 788-2675 • www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

July 19, 2007

To: Mayor and Members of the City Council

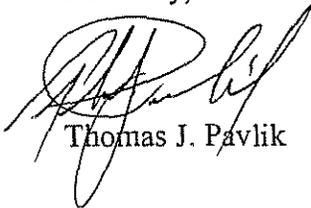
From: Tom Pavlik, City Clerk

Re: Rezoning of 1600 South Scoville Avenue

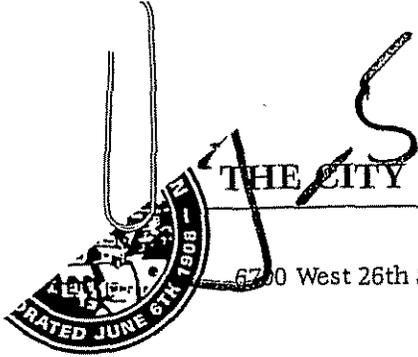
Dear Ladies and Gentlemen:

A Public Hearing was held on July 10, 2007, at which time the matter of Re-Zoning the property at 1600 South Scoville Avenue from A-1 Single Family to C-1 Limited Commercial for Parad-Ice was presented. The recommendation at the hearing was to refer the matter to the City Attorney to prepare an amended ordinance to present to Council for consideration and approval.

Sincerely,



Thomas J. Pavlik



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

ITEM NO. 31
 DATE JUN 12 2007
 DISPOSITION Consent
Refer to Clerk
for PH

June 8, 2007

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

From: Bruce Bonebrake, City Attorney *BBB*

Re: Rezoning request for 1600 S. Scoville Avenue

Dear Ladies and Gentleman,

The City of Berwyn has received a request from the owner of Parad-Ice to rezone the property from A-1 Single Family Zoning District to C-1 limited Commercial District in order to eliminate an existing attached residential unit and expand the current business operation into the residential space. With the concurrence of Alderman Michael Phelan, I respectfully request that the Council direct the Law Department to publish notice pursuant to a public hearing regarding the rezoning request of Ms. March Gomez for 1600 South Scoville.

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BERWYN BY REZONING PROPERTY LOCATED AT 1600 SCOVILLE AVENUE IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS FROM A-1 SINGLE FAMILY ZONING DISTRICT TO C-1 LIMITED COMMERCIAL ZONING DISTRICT

WHEREAS, the property owners at 1600 Scoville Avenue in the City of Berwyn, Illinois have formally requested that the City Council grant their request to rezone the subject property from a non-conforming A-1 Single Family Zoning District to a C-1 Limited Commercial Zoning District; and,

WHEREAS, the applicants desire to expand their existing commercial retail business and eliminate an attached residential dwelling unit in order to accommodate additional customers and promote future economic development opportunities; and,

WHEREAS, the applicants are currently the owners of such real property, have represented their intent during public hearing, and have agreed to abide by all applicable regulatory obligations; and,

WHEREAS, the City Council, following duly published notice, held a public hearing on July 10, 2007 with all interested parties in attendance being heard and has determined that the request by the property owners at 1600 Scoville Avenue, to rezone the property from A-1 Single Family Zoning District to C-1 Limited Commercial Zoning District is in the best interests of the citizens of Berwyn and is consistent with similar and/or adjacent properties situated along 16th Street.

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

SECTION 1:

That the official City of Berwyn Zoning Map be and is hereby amended to reflect that the zoning classification of real property located at 1600 Scoville Avenue in the City of Berwyn has been amended to reflect a C-1 Limited Commercial Zoning District subject to all the rights and obligations imposed upon such zoning district by the City of Berwyn.

SECTION 2:

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance or the City of Berwyn's Zoning Map.

SECTION 3:

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

SECTION 4:

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

ADOPTED this _____ day of July, 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 July _____, 2007.

Michael A. O'Connor, Mayor

ATTEST:

Thomas J. Pavlik, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BERWYN BY REZONING PROPERTY LOCATED AT 1600 SCOVILLE AVENUE IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS FROM A-1 SINGLE FAMILY ZONING DISTRICT TO C-1 LIMITED COMMERCIAL ZONING DISTRICT

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WHEREAS, the applicants desire to expand their existing commercial retail business and eliminate an attached residential dwelling unit in order to accommodate additional customers and promote future economic development opportunities; and,

WHEREAS, the applicants are currently the owners of such real property, have represented their intent during public hearing, and have agreed to abide by all applicable regulatory obligations; and,

WHEREAS, the City Council, following duly published notice, held a public hearing on July 10, 2007 with all interested parties in attendance being heard and has determined that the request by the property owners at 1600 Scoville Avenue, to rezone the property from A-1 Single Family Zoning District to C-1 Limited Commercial Zoning District is in the best interests of the citizens of Berwyn and is consistent with similar and/or adjacent properties situated along 16th Street.

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SECTION 2:

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance or the City of Berwyn's Zoning Map.

SECTION 3:

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

SECTION 4:

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

ADOPTED this _____ day of July, 2007, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				

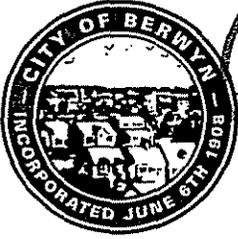
Phelan				
Lovero				
Erickson				
O'Connor (Mayor)				
TOTAL				

APPROVED by the Mayor on July _____, 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) 788-2675 • www.berwyn-il.gov

THOMAS J. PAVLIK CITY CLERK

July 19, 2007

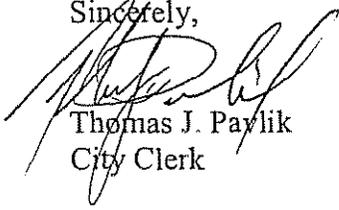
To: Mayor and City Council

Re: Amend Ordinance 1240.04 Definitions; 1248.06 Accessory Buildings and 1248.07, Building Coverage

Ladies and Gentlemen,

A Public Hearing was held July 10th, 2007 at which time an Ordinance Amending Planning and Building Code of the City of Berwyn section 1240.04, Definitions; 1248.06, Accessory Buildings and 1248.07, Building Coverage on Lots where presented. It was the recommendation of those Aldermen in attendance to refer the matter back to the Building Director and Law department for clarification on the definition of children's playhouse and how it applies to structures such as gazeboes.

Sincerely,


Thomas J. Pavlik
City Clerk

Attorney will prepare an amended draft of the ordinance to attach to the communication.

6. Clerk Pavlik presented an ordinance to amend section 1240.04, Definitions; 1248.06, Accessory Buildings; and Building Coverage on Lots. Attorney Bonebrake reviewed changes requested by the building director as in proposed amended ordinance. Aldermen questioned if this affects height for garages at 14 feet, answer, no. Aldermen questioned the definition of children's playhouse and questioned whether this includes structures attached to swing sets. Aldermen also questioned how this applies to other enclosed structures; i.e. gazebos, glass house/hot house. After discussion, the matter will be referred back to the building and law departments for clarification on the definition of children's playhouse and how it applies to structures such as gazebos.
7. There being no further comments, questions, or concerns regarding the matters before the Public Hearing, the Public Hearing was adjourned at 6:15 p.m.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE FOUR OF PART TWELVE OF THE BERWYN CODE TO LIMIT ACCESSORY STRUCTURES WITHIN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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:

WHEREAS, the City of Berwyn currently regulates accessory building structures pursuant to zoning provisions; and

WHEREAS, the quantity of accessory building structures within residential zoning districts is not specified in the Zoning Code; and,

WHEREAS, the City Council, following duly published notice, held a public hearing on July 10, 2007 with all interested parties in attendance being heard and has determined that reasonable limitations on the number and size of accessory residential structures are in the best interests of the residents of Berwyn.

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

SECTION 1:

Section 1240.04 of the City of Berwyn Codified Ordinances is hereby amended to read as follows (with proposed additions underlined, and proposed deletions ~~stricken~~):

1240.04 DEFINITIONS.

As used in this Zoning Code, except when the context clearly indicates otherwise:

(1) Accessory Building or Use.

A. "Accessory building or use" means a building or use which:

1. Is subordinate to and serves a principal building or principal use;
2. Is subordinate in area, extent or purpose to the principal building or principal use served;
3. Contributes to the comfort, convenience or necessity of the occupants of the principal building or principal use served; and
4. Is located on the same zoning lot as the principal building or principal use served.

B. "Accessory use" includes, but is not limited to:

1. Enclosed children's playhouses, garden houses or private greenhouses;
2. Garages or ~~buildings for domestic storage sheds~~;
3. Incinerators incidental to ~~residential~~ commercial use;
4. The storage of merchandise normally carried in stock on the same lot with a retail service or business use, unless such storage is excluded by the regulations of the particular district;
5. The storage of goods used in or produced by manufacturing activities, on the same lot or parcel of ground with such activities, unless such storage is excluded by the regulations of the particular district;
6. Off-street motor vehicle parking areas and loading and unloading facilities;
7. Carports; and
8. Public utility communication, electric, gas, water and sewer lines and their supports and incidental equipment.

SECTION 2:

Section 1248.06 ACCESSORY BUILDINGS is hereby amended to read as follows:

1248.06 RESIDENTIAL ACCESSORY BUILDINGS

No accessory building in an A-1 Single-Family Residence District shall exceed fourteen feet in height for a garage, twelve feet in height for a shed, and ten feet in height for an enclosed children's playhouse, or be placed nearer to the front property line than the principal building or nearer than three feet to any lot line. An accessory building on a corner lot shall observe the same set-back and side yard requirements as required of the principal building. Accessory buildings shall be limited in quantity to one detached garage, one shed, and one enclosed children's playhouse. All such accessory buildings shall comply with section 1248.07. Tree houses, a children's playhouse erected atop of or within a tree and attached to the branches

thereof, shall be strictly prohibited. No accessory building shall be constructed prior to the time of construction of the principal dwelling, or be used as a dwelling unit.

SECTION 3:

Section 1248.07 BUILDING COVERAGE ON LOTS is hereby amended to read as follows:

1248.07 BUILDING COVERAGE ON LOTS

No building in an A-1 Single-Family Residence District, with its accessory buildings, shall occupy more than 55% of the area of a zoning lot. The area of such a lot shall be calculated from the dimensions of its lot lines. When any accessory building consists of a ~~disconnected~~ detached garage, either brick or frame, it shall occupy not more than 528 square feet of area or be more than 26 feet in depth, except in the case where the zoning lot has a width of 40 feet or more, in which case if any accessory building consists of a ~~disconnected~~ detached garage, either brick or frame, it shall occupy not more than 768 square feet of area or be more than 24 feet in depth. When any accessory building consists of a shed or an enclosed children's playhouse, it shall occupy not more than 120 square feet. Open-air playground equipment, including un-enclosed playhouse structures, are exempt from the provisions of this section.

SECTION 4:

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 5:

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

SECTION 6: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

ADOPTED this _____ day of July, 2007, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Chapman				

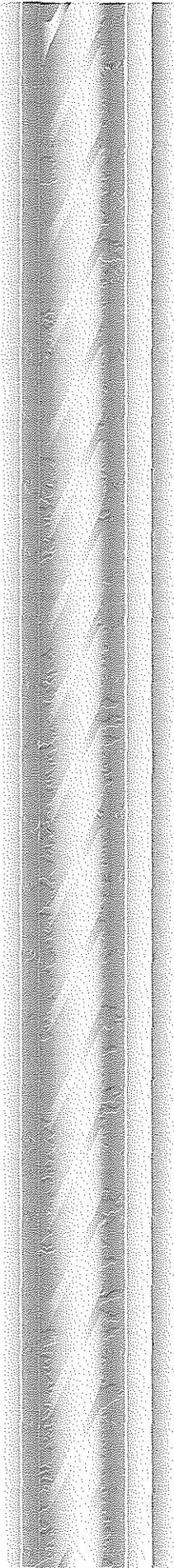
Ramos				
Weiner				
Skryd				
Phelan				
Lovero				
Erickson				
O'Connor (Mayor)				
TOTAL				

APPROVED by the Mayor on July _____, 2007.

Michael A. O'Connor, Mayor

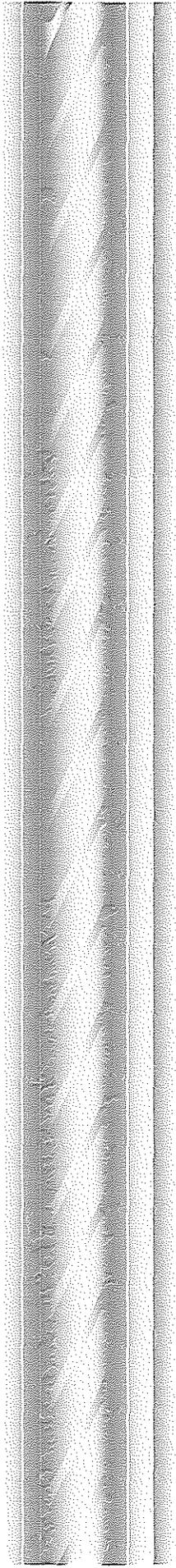
ATTEST:

Thomas J. Pavlik, City Clerk



Section H

Communications From The Zoning Board of Appeals



Section I

Reports and Communications From Aldermen, Committees, Boards and Commissions



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

NONA N. CHAPMAN

First Ward Alderman

HM: (708) 484-Nona (6662)

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

July 19, 2007

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

SUBJECT: City of Berwyn Health Insurance Change

Ladies and Gentlemen,

At our last City Council meeting in the closed session of COW we discussed the City of Berwyn Health Insurance Change, I have reread the city labor contracts concerning Health Insurance. The question I have is why are we trying to implement changes when the contracts state that nothing will be altered until January 1, 2008?

If Grievances are filed by the Unions and the outcome is that the contracts are upheld, the City of Berwyn is responsible for all the overages that the employees paid out during the time the polices were changed. The City would be responsible for all the *differences* in the deductibles, co-pays, and any other out of pockets employees may encour during the change. We also know that if we loose the grievance, Blue Cross/Blue Shield will not indemnify the back charges, that being said, the City of Berwyn will have to pay back each payment to each of the employees. Are we willing to take those kinds of chances? Who will spend the time doing the bookkeeping? Cutting the checks? And, how much will this cost the taxpayers? Are we definitely sure we will save money in the long run? Does the General fund have the money to support this? Are we really will to take this gamble? Therapy visit cuts alone, from 100 visits down to 30 per year, for a Police or Fireman, 1 accident alone could cost a fortune.

Because of this cost attributed to the Insurance change, it would be my recommendation to keep the Insurance as it is.

Nona N. Chapman
1st Ward Alderman



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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www.berwyn-il.gov

NONA N. CHAPMAN

First Ward Alderman

IIM: (708) 484.Nona (6662)

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

July 19, 2007

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

SUBJECT: City of Berwyn Holiday Light Decorations

Ladies and Gentlemen,

The City of Berwyn Holiday Light Decorations communication was sent to the Public Works committee, but unfortunately because of scheduling we could not have a meeting.

Members of the BDC, the Public Works Director and myself met on Tuesday, July 17th to discuss the type of decorations the Tif areas would like to display.

The attached proposal is what was the result of the meeting.

Nona N. Chapman
1st Ward Alderman

SECTION I REQUEST FOR PROPOSAL

#07-44, HOLIDAY LIGHT DECORATIONS FOR THE CITY OF BERWYN

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

HOLIDAY LIGHT DECORATIONS

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn IL 60402, on or before the bid opening local time and date specified below. Proposals shall be sealed and clearly marked on the front "**Proposal for Holiday Light Decorations**" **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS ARE DUE NO LATER THAN: 12:00 p.m., on August 17, 2007.
Proposers shall submit four (4) copies of their proposal.

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

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted no later than August 14, 2007 by e-mailing or calling the following City Representative:

Patrick Ryan
Public Works Director
Ryan@ci.berwyn.il.us
(708) 749-4700

INDEX:

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

SECTION II SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE:

The City of Berwyn is soliciting proposals from qualified professional firms to provide Holiday Outdoor Light Decorations for a 3-year period beginning November 20, 2007 and ending January of 2010. The successful vendor will provide the light decorations and mounting hardware needed to decorate street light poles as described in Attachment A.

The Holiday Decorations must be new. All decorations and lighting must be installed before November 20th of each year and removed by January 15th.

B. PROPOSAL REQUIREMENTS:

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the bidder must e-mail or call the Director of Public Works no later than August 19, 2007.
2. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a vendor implies the vendor's acceptance of the terms and conditions herein, unless otherwise stated.
3. The proposer is responsible for all cost related to the preparation of this proposal.
4. Any cost associated with the delivery and installation of the Holiday Light Decorations not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
5. The format of the vendor's proposal must be consistent with the format of the specifications listed.
6. Proposed pricing and/of percentage discount shall be firm from the beginning date of the signed purchase order.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. The City is in no way restricted from ordering Holiday Light Decorations from other vendors as needed:
 - a. This proposal must be summarized in letter form on the vendor's letterhead stationary. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.

- b. A complete description and specifications of the decoration unit(s) including mounting hardware and length of connecting cord.
- c. At least (3) references from companies or agencies that have purchased the proposed decorations from your company. The company's name and address, a contact name, title and phone number, must be included with the reference information (Section IV).
- d. A completed and signed Company Information & Signature Sheet (Section V); delivery information must also be completed in this section.

NOTE: Proposers are required to submit the required information listed above. The City reserves the right to reject proposals that the City considers incomplete due to the omission of the required information.

C. GENERAL REQUIREMENTS:

- 1. Professional workmanship shall meet or exceed existing industry standards.
- 2. Unless otherwise specified, the vendor shall unconditionally guarantee the materials and workmanship of all holiday light decorations. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or material, the vendor, upon notification and at this/her expense, shall replace the holiday decorations (within seven (7) business days) to the complete satisfaction of the City. The replacement of the holiday decorations shall be made only at such time as shall be designated by the City as least detrimental to the operation of City Business.

Regardless of any statement to the contrary, the vendor agrees that implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

- 3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced in Section II., A Scope.
- 4. Failure of the vendor to provide commodities within the time specified, unless extended in writing by the City, or failure to replace rejected commodities when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered. On all such purchases, the vendor shall reimburse the City, within reasonable time specified by the city for any expense incurred is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, or are

substandard in quality, subject to an adjustment in price to be determined by the City.

5. The Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the vendor shall bear all risk for rejected commodities after written notice of rejection. Rejected commodities shall be replaced by and at the expense of the vendor after written notification of rejection.

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

6. Final inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable time after delivery, but failure to inspect or reject commodities shall not impose liability on the City if such commodities are not in accordance with the specification. All commodities delivered to the City shall be accepted subject to inspection and physical count.

D. **CONTRACT AWARD:**

1. The vendor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept or reject any or all vendors and accept any proposal deemed to be in the best interest of the City. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Berwyn reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, delivery time, the proposed Holiday Light Decoration, Warranty/Product, Reliability & Functionality/Product Availability, References, Delivery Time, and Special Pricing & Volume Discounts.
4. Award, if made, shall be in the form of a Purchase Order.

E. **EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The Public Works Director may conduct

discussions with any offeror that submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other offeror. The Public Works Director reserves the right to request the offeror to provide additional information during this process.

SPECIFIC CONDITIONS AND INSTRUCTIONS:

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).

SECTION III
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

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

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

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is NOT a bid and is not governed by state or federal bidding requirements.

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

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

A. CONDITIONS FOR PROPOSING

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

City Clerk's Office
City of Berwyn
6700 W 26th Street
Berwyn IL 60402
3. **PROPOSAL DEADLINE**. Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerks on or before the local time and date specified. The City shall not be responsible for, and may not consider, any late proposal, amendment thereto, and

request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to specified proposal date.

4. **PROPOSALS BINDING 60 DAYS**. Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) days following proposal date, unless the proposer(s), at the City's request agrees in writing to an extension.
5. **COMPETENCY OF PROPOSER**. No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. The proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
6. **COLLUSIVE PROPOSING**. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

B. **INSURANCE**

1. **INSURANCE REQUIREMENTS**. The successful proposer shall provide insurance as follows:
 - a. **Certificate of Insurance; Cancellation of Modification**
 - (1). Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.
 - (2). The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy of policies.
 - (3). Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.
 - b. **Minimum Coverage**

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

Informal Project specs: Class I (under \$1M)

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		
	<u>Combined Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Illinois state law.		

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

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

WHEN ADDITIONALLY REQUIRED:

Errors & Omissions	\$500,000
Fidelity Bond (minimum)	\$ 50,000

c. Hold Harmless: Endorsement Required

(1). The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability, loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this document.

(2). Proposer is not, and shall not be deemed to be, and agent or employee of the City of Berwyn

(3). Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and

prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

d. Additional Insurance Requirements

Owner's Insurance shall not include coverage for losses or damage caused by the negligent act or omissions of Contractor or Subcontractors, or for damage to material or equipment while under the control of or stored by Contractor prior to installation or prior to inclusion of such material or equipment in construction. Contractor shall maintain appropriate insurance for such risks or occurrences.

Contractor shall be responsible for the owner's deductible on the owner's builder's risk.

C. SPECIFICATIONS

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

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

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES**. The proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
4. **ADDENDUM TO SPECIFICATIONS**. Any substantive interpretation, correction or change of the proposal documents shall be made within addendum. Interpretation, corrections or changes of the proposal documents made in any

other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date.

D. **SECTION OF FIRM**

1. **REJECTION OF PROPOSALS**. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The city also reserves the right to reject a similar nature, or proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

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

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

3. **CORRECTIONS TO SUBMITTED PROPOSALS**. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.

4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$200.00, Two hundred dollars).
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the city.
Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. **GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon City's selection and satisfactory between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in binding contract with out further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variables in the terms of a contact shall be valid or binding upon the City unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without

the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the city and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
 - b. Terminated due to the default, as described below.
7. **DEFAULT.** The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility.
8. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

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

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or uncopyright composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws,

ordinances, rules and regulations of the City, State of Illinois and the Federal Government including the Prevailing Wage Act.

9. **NON DISCRIMINATION.** Proposer shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual statement, or otherwise commit an unfair employment practice. Proposer further agrees that this non-discriminatory agreement shall be incorporated by the Proposer in all contracts entered into with suppliers of commodities and/or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

F. **PAYMENT PROVISIONS**

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before the City will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. All reimbursable expenses (meals, travel, etc.) must be accompanied by a copy of the vendor's receipt. Submit invoice in duplicate to:

City of Berwyn
Department of Public Works
6700 W. 30th Street
Berwyn IL 60402

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

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

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

SECTION IV REFERENCES

The vendor must complete the required reference information listed below. The vendor must provide at least three (3) references from companies or agencies that have purchased the proposed holiday light decorations from your company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

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

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

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

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

SECTION V COMPANY INFORMATION & SIGNATURE SHEET

Vendors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and a price list for the proposed Holiday Light Decorations required for this contract.

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

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

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

Delivery: Upon receipt of a purchase order from the City of Berwyn, the vendor guarantees delivery of the proposed Holiday Light Decoration within _____ days.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Website Address: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form:

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

ATTACHMENT A

The contractor is required to supply all brackets, decorations, lit and unlit where specified by the City of Berwyn. The contractor is responsible for installation, maintenance and removal of decorations.

The decorations are to be installed by November 20th and removed by January 15th. The contract will cover a three-year period 2007, 2008, 2009.

AREA I ROOSEVELT ROAD
Harlem Avenue to Lombard Avenue
South Side of Roosevelt Road
West side of Lombard Avenue
East side of Harlem

(56) commercial poles to be decorated with unlit natural balsam wreaths with red bows and roping.

AREA II CERMAK ROAD
Harlem Avenue to Lombard Avenue
Both sides of Cermak Road
East side of Harlem Avenue
West side of Lombard Avenue

(75) Commercial poles to be decorated with unlit natural balsam wreaths with red bows and roping.

(123) ornamental poles on Cermak Road, Lombard Avenue to Home Avenue to be decorated with (2) 36" O.D. lit single faced wreaths decorated with an overlay of red wrap and unlit roping.

AREA III OGDEN AVENUE
Harlem Avenue to Lombard Avenue
Both sides of Ogden Avenue
West side of Lombard Avenue
East side of Harlem Avenue

(73) Commercial poles to be decorated with poles to be decorated with unlit natural balsam wreaths with red bows and roping.

AREA IV DEPOT DISTRICT

Windsor Avenue – Harlem Avenue to Ridgeland Avenue (East side of Harlem Avenue)

Stanley Avenue – Harlem Avenue to Ridgeland Avenue (East side of Harlem Avenue)

Oak Park Avenue – 32nd Street to 34th Street (both sides of Oak Park Avenue)

Grove Avenue – 32nd Street to 34th Street (both sides of Grove Avenue)

Lit roping draped from roof line of the Harlem Avenue Train Station and the Oak Park Avenue Train Station (white lights)

(119) Commercial poles decorated with natural balsam wreaths with red bows and roping and lit where possible.

(60) Platform decorative poles to be decorated with red bows and roping and lit where possible.

(5) Pine trees at the Oak Park Avenue Train Station platform decorated with light lights.

AREA V CITY HALL

Large evergreen (existing) decorated with colored lights

Small lights on small bushes around building

PROPOSAL PRICES

	2007	2008	2009
AREA I	_____	_____	_____
AREA II	_____	_____	_____
AREA III	_____	_____	_____
AREA IV	_____	_____	_____
AREA V	_____	_____	_____

Signature: _____

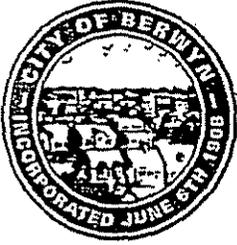
Company Address: _____

Company Contact: _____

Title of Contact: _____

Phone Number: _____

DATE: _____



1-3
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

Santiago "Jim" Ramos
2nd Ward Alderman

708-484-4275

2ndward@berwyn-il.gov

July 20, 2007

RE: "No Parking On Pavers" Signs On Ogden Avenue

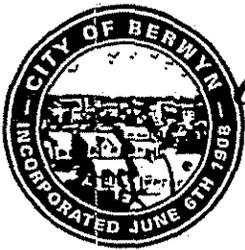
**City Council Members,
Mayor Michael O'Connor,
City Clerk Tom Pavlik**

On Saturday volunteers worked to beautify Ogden Avenue and the City of Berwyn by sweeping, removing trash and weeds from the pavers and the parkway along Ogden Avenue. In a recent survey I conducted Ogden Avenue business owners indicated that they did not want to see cars parking on the Ogden Avenue pavers. In addition the State of Illinois also has restrictions on cars parked along state roads. Therefore, I am requesting that "NO PARKING ON PAVERS" signs be installed along Ogden Avenue from Harlem Avenue to Lombard Avenue.

I motion that this request be approved and sent to Public Works for the installation of the requested signs and that the Police Department be notified for enforcement.

Sincerely,

Santiago "Jim" Ramos
2nd Ward Alderman



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

Seventh Ward Alderman

Robert J. Lovero

(708) 788-1885

July 18, 2007

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

Re: Superzone Parking
1600 – 2100 Blocks of Maple Avenue

Dear Members:

Based on the numerous signatures I received on petitions from the residents of the 1600 through 2100 blocks of Maple Avenue I am providing the attached Ordinance amending the Superzone Parking to include the above areas. At my recent Ward Meeting many of the residents attended strictly for the purpose of expressing their desire to have this ordinance passed.

It would be my motion to adopt this ordinance and I would ask that the Members of City Council concur with that recommendation. ed out in Section 220.03 of the City Code. The life, safety or security of the residents of the City or the

Respectfully,

Robert J. Lovero
7th Ward Alderman

RJL.gal

ORDINANCE NO. _____

**ORDINANCE AMENDING THE TRAFFIC CODE OF THE CITY OF BERWYN
REGARDING PARKING RESTRICTIONS ON MAPLE AVENUE**

WHEREAS, the City of Berwyn has adopted a Traffic Code, which has been amended from time to time;

WHEREAS, the City Council has further decided to amend the Code to provide for superzone parking on Maple Avenue;

WHEREAS, the City Council is adding Maple Avenue to the superzone parking based on the request of residents in the area;

Now, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, IN EXERCISE OF ITS HOME RULE POWERS:

SECTION ONE.

Section 484.02 (c) of the Traffic Code shall read as follows: (**Additions are bolded and double underlined**, ~~deletions are struck through~~):

484.02 PERMIT DECALS.

(a) A resident who lives along the block directly adjacent to the particular sides of the streets in the blocks described in subsection (c) hereof, and who purchases a City vehicle license as required by Chapter 462, shall be furnished with a superzone parking permit decal to be devised and issued by the City Collector and which is to be distinctive for each described area or zone.

(b) Superzone parking permit decals issued under this section shall be affixed immediately above the vehicle license required by Chapter 462.

(c) The following shall be such particular and distinct areas or zones for which a superzone parking permit decal shall be issued to residents living in such areas or zones under this section:

(1) Residents living on Euclid Avenue from 34th Street to Ogden Avenue; Wesley Avenue, from Windsor Avenue to Ogden Avenue; 33rd Street, from Euclid Avenue to Clarence Avenue; 34th Street from Oak Park Avenue to Clarence Avenue; and 34th Street, from Oak Park Avenue to Euclid Avenue.

(2) Residents living on Grove Avenue from 31st Street to 32nd Street.

(3) Residents living on Home Avenue from Cermak Road to Riverside Drive.

(4) Residents living on the east side of Wesley Avenue and on the west side of Euclid Avenue, both from 14th Street to 15th Street, residents living on the east side of Maple Avenue from 15th Street to 16th Street, and residents living on the west side of the 1500 block of Maple Avenue from the alley south to 16th Street (7133 W. 16th Street).

(Ord. 03-26. Passed 7-8-03; Ord. 06-06. Passed 2-14-06.)

(5) Residents living on the south side of Windsor Avenue from Harlem Avenue to Wenonah Avenue and on Maple, Wisconsin and Wenonah Avenues from Windsor Avenue to 34th Street.

(Ord. 99-39. Passed 9-14-99.)

(6) Residents living on Kenilworth Avenue from Windsor Avenue to 34th Street.

(7) Residents living at 6839 West 34th Street and at 6901 West 34th Street.

(8) Residents living at 3249 Kenilworth Avenue and 3251 Kenilworth Avenue.

(9) Residents living on both the East and West sides of Maple Avenue in the 1600, 1800, 1900 and 2100 blocks.

(d) There shall be restricted residential parking on the 1600 Block of Wesley Avenue from 16th Street south to 18th Street, and designated as "Resident Parking Only" with special zone stickers required for all cars parked on the street.

SECTION TWO.

All ordinances or parts in conflict with the provisions hereof are hereby repealed insofar as they conflict herewith. The repeal of any such ordinances or parts of ordinances shall, however, not abate, or in any other manner be

considered by a court to affect any prosecution previously commenced or presently pending under the Codified Ordinances of Berwyn, Illinois, 1984, as previously amended.

SECTION THREE.

- a. It is hereby declared to be the intention of the Mayor and City Council of the City of Berwyn that the several provisions of this ordinance are separable.
- b. If any court of competent jurisdiction should adjudge any provisions or part thereof of this ordinance to be invalid, such judgment shall not affect any other provision or part thereof of this ordinance including other parts of the provision declared invalid with are not specifically declared to be invalid in such judgment.

SECTION FOUR.

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

PASSED this _____ day of _____, 2007.

Thomas J. Pavlik, City Clerk
City of Berwyn

VOTING AYE:

VOTING NAY:

EXCUSED:

ABSTAIN:

DEPOSITED in my office this _____ day of _____, 2007.

Thomas J. Pavlik, City Clerk
City of Berwyn

Approved this _____ day of _____, 2007.

Michael A. O'Connor, Mayor
City of Berwyn

1-5

Berwyn City Council

July 9, 2007

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

Re: Professional Management

Ladies and Gentlemen:

As with the Artisan's Lofts project, I have spent numerous hours doing my "due diligence" research in arriving at a conclusion regarding achieving professional management in city government. While I need some additional information to finalize that proposal, I expect to have it by the city council meeting of July 10, 2007. If this additional information provides a sufficient basis for my proposal, I would like to present the proposal at that time.

Respectfully yours,

Joel Erickson



6
THE CITY OF BERWYN, ILLINOIS

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

www.berwyn-il.gov

Santiago "Jim" Ramos
2nd Ward Alderman

Date: July 20, 2007

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

Ladies and Gentlemen:

A meeting of the Recreation Committee was held on July 9, 2007 at 5:00 pm.

Those in attendance were: Alderman Ramos, Alderman Lovero, Recreation Director Tony Martinucci, and YMCA Director John Usmial. Alderman Erickson was excused.

The matter(s) discussed was: 1. Dissolving the Recreation Dept, Referral item #37-4/10/07
2. Bike Trails/Paths through Berwyn, 3. Being involved in next year's Berwyn Inter-
national Food Festival, 4. "State of the Parks" report by Director Tony Martinucci.

It is the recommendation of the committee that: 1. Referral Item # 37 remains in the
committee for further discussions. 2. We move forward with Bike Trails/ Paths through
Berwyn and apply for grants that will help with the cost of installing them. 3. The
Recreation Department, the PAV YMCA, and the Park Districts take a more active part in
next year's Berwyn International Food Festival 4. We accept Recreation Director's report.

Voting Aye: Alderman Ramos, Alderman Lovero

Voting Nay: _____

Absent: Alderman Erickson

Meeting Adjourned: 5:50 pm


Santiago Ramos – Chairman
Robert Lovero – Member
Joel Erickson - Member

BUDGET CHAIRMAN MARK WEINER

3132 Wenonah
Berwyn, Illinois 60402
708-484-7512

July 19, 2007

Honorable Mayor Michael O'Connor
Honorable Clerk Thomas Pavlik

Re: Referrals, July 24, 2007 Meeting

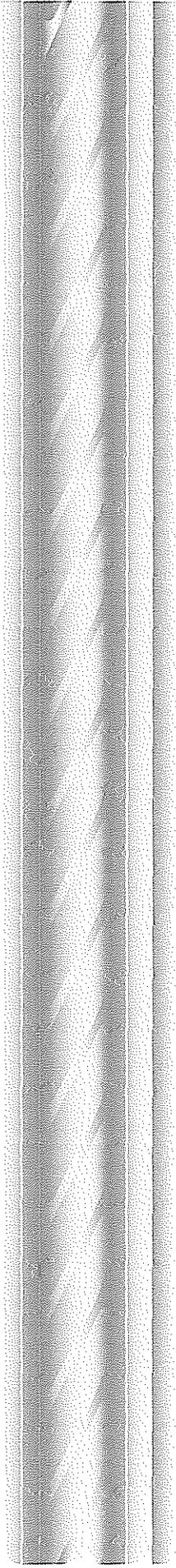
Council Members:

The following should be stricken from the Budget Committee's referrals:

#31	7-26-05	Balance Budget
#9	11-22-05	Bids-Telephone System
#19	12-13-05	Amend Adm. Code-210.15(b)(3)
#26	12-13-05	Amending Creating Ordinances
#27	12-13-05	Visitor Parking Permit Books
#28	12-13-05	Amend Visitor Permit Ord.
#21	6-13-06	Job Functions of Mayoral Appts.
#21	7-11-06	Hiring Procedures of City Employees
#19	7-25-06	Infrastructure Fund
#29	7-25-06	Train Whistle Quiet Zone Intergov Agr.
#10	9-12-06	Civilian Crossing Guard Supervisor
#9	9-26-06	Crime Reduction Plan
#13	11-14-06	Hire (3) Prob Police Officers
#14	11-14-06	Dir. of Neighborhood Affairs
#16	11-14-06	Interim Adm. Coordinator
#18	11-14-06	Legal Review & Prop For Recodified Ord.
#19	11-14-06	New City Website
#27	11-14-06	Maintenance Staff
#48	11-14-06	P.W. Staff Request
#54	11-14-06	Purchase (2) Defibrillators
#27	11-28-06	Fiber Optic Infrastructure-Stage 2
#11	1-9-07	Hire Traffic Engineer
#13	1-9-07	Hire 10 Pt Parking Enforcement Officers
#8	2-13-07	Hire (5) Civilian Radio Operators
#13	2-13-07	BDC General Fund Req for 2007
#18	2-13-07	Main Street Budget
#20	2-27-07	2007 Budget
#32	2-27-07	Senior Accountant

Very truly yours,

Mark Weiner



Section J

Staff Reports

J-1

CITY OF BERWYN

CITY COUNCIL MEETING

July 24, 2007

Deferred Communication

Agenda Item J-1 is a Deferred Communication from C C Meeting dated 7/10/07 Agenda item #25

Re: Handicapped sign for Salvador Gomez, 2416 Highland



52

BERWYN POLICE DEPARTMENT

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



FORM NO. 28
DATE JUN 12 2007
DISPOSITION defer

ITEM NO. 24
DATE JUN 2/6 2007
DISPOSITION Refer

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

NO. 25
DATE JUL 10 2007
DISPOSITION defer

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 M.H. / 800.7

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 YES Driveway NO Off street NO On street YES

Neighbor _____

Neighbor _____

APPLICANT INTERVIEW

4-1)

Logged in by R. [REDACTED] Date 11-14-07 Application number 509

Date 11-14-07 Time 1140 Complaint # 07-7733 Officer P. [REDACTED]

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

Berwyn Police Department - Incident Report

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

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.

[Signature of 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)

[Redacted]
(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.

J2

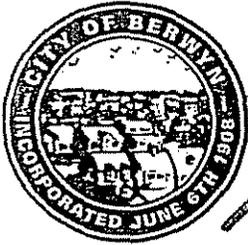
CITY OF BERWYN

CITY COUNCIL MEETING July 24, 2007

Deferred Communication

Agenda Item J-2 is a Deferred Communication from C C Meeting dated 7/10/07 Agenda item #27

Re: P.W. Director- Bids for Holiday Decorations



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

MICHAEL A. O'CONNOR, Mayor

6708 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567
www.berwyn-il.gov

J-8

ITEM NO. 31
DATE JUN 26 2007
DISPOSITION _____

June 21, 2007

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

Super 207
ITEM NO. _____
DATE JUL 10 2007
DISPOSITION Refer & Report to PW Committee

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.

J,3

CITY OF BERWYN

CITY COUNCIL MEETING July 24, 2007

Deferred Communication

Agenda Item J-3 is a Deferred Communication from C C Meeting dated 7/10/07 Agenda item #33

Re: Handicapped sign for Susan Porras, 3812 Scoville



S-6

BERWYN POLICE DEPARTMENT

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



ITEM NO. 33
 DATE JUL 10 2007
 DISPOSITION *Refer*

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

FROM: BERWYN POLICE DEPARTMENT LOCAL ORINANCE DIVISION

DATE: *6/22/07*

RE: HANDICAPPED SIGN FOR: *Susan Porras*

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

3812 Scoville

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN *Hona Chapman 1st*



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 6-30-07

Name of applicant SUSANNO PORNUS

Address 3812 - SCOVILLE Telephone 708-788-8469

Nature of disability _____

Does applicant use Wheelchair NO Walker NO Cane NO Oxygen NO

Vehicle make _____ License plate _____

Handicapped card # AE 85487 Vehicle tag # _____ Year _____

Parking availability ^{STO}Garage YES Driveway YES Off street NO On street YES

Neighbor _____

Neighbor _____

APPLICANT INTERVIEW

Logged in by M. Rivora Date 22 JUN 07 Application number 515

Date 22-JUN-07 Time 0905 Complaint # 07-9800 Officer RIVORA

Date _____ Time _____ Compliant # _____ 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#: 07-09800

STATION COMPLAINT UCR 9059 (Other Public Complaints)		DESCRIPTION Police Related Activity	INCIDENT # / DOT # 07-09800
WHEN REPORTED 06/22/2007 09:02	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 3812 SCOVILLE AV BERWYN, IL 60402		HOW RECEIVED Radio
TIME OF OCCURRENCE 06/22/2007 09:02		STATUS CODE (09) Administratively Closed	STATUS DATE 06/22/2007

INVOLVED ENTITIES

NAME PORRAS, SUSANO		DOB	AGE	ADDRESS 3812 S scoville AV 1 berwyn, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
UCR 9059 (Other Public Complaints) - 1 count(s)				TYPE Other		RELATED EVENT #	

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE /	INVOLVEMENT Involved	VIN #
YEAR 1998	MAKE Dodge	MODEL	COLOR	COMMENTS

NARRATIVES

PRIMARY NARRATIVE

Mr. Porras, Susano M/H Dob 111Aug45 from 3812 south Scoville Ave :

Mr. Porras, Susano (

There is a two and half car garage and a side's driveway on the property and the front door is approx three feet from the driveway.

Mr. Porras, Susano related that they are two vehicles in the family and that half of the garage is used for storages and that he would like a spot in front of the home for parking, because it would be easier for him then clearing out the garage.

Parking on the blocks is also availably, at this time Reporting Officer observed five vehicles parked on the whole 3800 block of Scoville Ave.

Mr. Porras, Susano meets the requirements for being handicapped but does Not meet the requirements in the City Ordinance.

Reporting Officer feels that this applicant should Not be approved.

Application number 515.

Nothing further this Reporting Officer.

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

Berwyn Police Department - Incident Report



THE CITY OF **BERWYN, ILLINOIS**

New Resident

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

Susano Perras
(Name of Handicapped Person)

3812 Scoville Ave
(Address of Handicapped Person)

Susano Perras
(Name of Applicant)

(Phone Number of Handicapped Person)

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

[Signature]
(Signature of Applicant)

6-29-07
(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 # AE 85487

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

J-4

CITY OF BERWYN

CITY COUNCIL MEETING July 24, 2007

Deferred Communication

Agenda Item J-4 is a Deferred Communication from C C Meeting dated 7/10/07 Agenda item #34

Re: Handicapped sign for Ilse Walter, 2338 Elmwood



We Serve and Protect

57

BERWYN POLICE DEPARTMENT

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



ITEM NO. 34
DATE JUL 10 2007
DISPOSITION Refer

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

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

DATE: 6-21-07

RE: HANDICAPPED SIGN FOR: ILSE WALTER

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

2338 ELMWOOD

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

5th Ward Resident

cc: ALDERMAN Skryd will handle request



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-13-07

Name of applicant ILSE WALTER

Address 2338 - CROMWELL AVE Telephone

Nature of disability

Does applicant use Wheelchair

Vehicle make License plate

Handicapped card # AD 34078 Vehicle tag # Year

Parking availability ^{570R} Garage YES Driveway NO Off street NO On street YES
_{3 THREE}

Neighbor

Neighbor

APPLICANT INTERVIEW

Logged in by Mr. Riviera Date 6-13-07 Application number 519

Date 13 JUN-07 Time 1515 Complaint # 07-9353 Officer RIVIERA

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#: 07-09353

STATION COMPLAINT UCR 9059 (Other Public Complaints)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-09353
WHEN REPORTED 06/13/2007 15:22	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2338 S ELMWOOD AV BERWYN, IL 60402		HOW RECEIVED Walk In
TIME OF OCCURRENCE 06/13/2007 15:20		STATUS CODE (09) Administratively Closed	STATUS DATE 06/13/2007

INVOLVED ENTITIES

NAME WALTER, ILSE		DOB	AGE	ADDRESS 2338 S ELMWOOD AV BERWYN, IL 60402		
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9059 (Other Public Complaints) - 1 count(s)				TYPE Other		RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE JT		INVOLVEMENT Involved	VIN #
YEAR	MAKE	MODEL	COLOR	COMMENTS	

NARRATIVES

PRIMARY NARRATIVE

Mrs. Walter, Isle | from 2338 south Elmwood Ave Berwyn, Ill 60402

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

Mrs. Walter related that there are two cars in the family and she does not use the garage for her vehicle, because most of the garage is used for storage and she puts the other vehicle in the garage. Mrs. Walter would like a spot in front of the home for parking because it would be easier then clearing out the garage.

Mrs. Walter, Isle meets the requirements for being handicapped and meets some of the requirements in the City ordinance.

Reporting Officer feels that this application should Not be approved.

Application number #514

Nothing furthers this Reporting Officer.

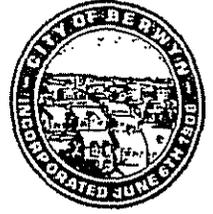
REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
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Berwyn Police Department - Incident Report



15

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: 7-6-07

RE: HANDICAPPED SIGN FOR: Rosemary BURANDT

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

3705 Clarence

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN NONA CHAPMAN - 1ST WARD



We Serve and Protect

①

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 6-30-07

Name of applicant Rosemary BURKUNT

Address 3705 - CLOAREWOOD Telephone ~~_____~~

Nature of disability _____

Does applicant use Wheelchair Walker Cane Oxygen

Vehicle make PONTIAC 95 License plate 3

Handicapped card # ~~_____~~ Vehicle tag # _____ Year _____

Parking availability ^{use} Garage YES Driveway NO Off street NO On street YES

Neighbor _____

Neighbor _____

APPLICANT INTERVIEW

Logged in by RIVERA Date 22-JUNE-07 Application number 516

Date 22 JUN 07 Time 0909 Complaint # 07-9813 Officer RIVERA

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#: 07-09813

STATION COMPLAINT UCR 9059 (Other Public Complaints)		DESCRIPTION Police Related Activity	INCIDENT # / DOT # 07-09813
WHEN REPORTED 06/22/2007 14:32	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3705 S CLARENCE AV BERWYN, IL 60402		HOW RECEIVED Radio
TIME OF OCCURRENCE 06/22/2007 14:32		STATUS CODE (09) Administratively Closed	STATUS DATE 06/22/2007

INVOLVED ENTITIES						
NAME BURANDT, ROSEMARY A		DOB	AGE	ADDRESS 3705 S CLARENCE AV BERWYN, IL 60402		
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9059 (Other Public Complaints) - 1 count(s)				TYPE Other		RELATED EVENT #

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

Berwyn Police Department - Incident Report

NARRATIVES

PRIMARY NARRATIVE

Mrs. Burandt, Rosemary A F from 3705 south Clarence Ave :

Mrs. Burandt, Rosemary d

There is a two and half car garage on the property.

Mrs. Burandt, Rosemary related that they are four vehicles in the family and that the garage is used at times but she would like a spot in front of the home for parking, because it would be easier for her.

Parking on the blocks is also available, at this time Reporting Officer observed ten vehicles parked on the whole 3700 block of Clarence Ave.

Mrs. Burandt, Rosemary meets the requirements for being handicapped but does Not meet the requirements in the City Ordinance.

Reporting Officer feels that this applicant should Not be approved.

Application number 516

Nothing further this Reporting Officer.

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



THE CITY OF BERWYN, ILLINOIS

*left message
Chirpallett
John
Affidavit form*

2007

New Applicant

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

Rosemary Burandt
(Name of Handicapped Person)

3705 S. Clarence Ave.
(Address of Handicapped Person)

Rosemary Burandt
(Name of Applicant)

(Phone Number of Handicapped Person)

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

Rosemary Burandt
(Signature of Applicant)

3-5-07 6-12-07
(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 of Physician)

(Physicians Phone #)

(Date)

Handicapped State Plate # _____

Vehicle Tag # _____

Year 2007

* Regular State Plate _____

* Handicap State Card # _____

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



5-6

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: 7-6-07

RE: HANDICAPPED SIGN FOR: RUDT T. Reyes

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

1440 S. Highland

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN A. Reyes - 5th 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

S-3

HANDICAPPED PARKING INTERVIEW FORM AND LOG SHEET

Date received from local ordinance department 6-23-07

Name of applicant RODT T REYES

Address 1440-S-HIGHWAY Telephone 4-1-1

Nature of disability CPD

Does applicant use Wheelchair Walker Cane Oxygen

Vehicle make License plate

Handicapped card # Vehicle tag # Year 08-

Parking availability ^{STUR} Garage YES Driveway NO Off street NO On street YES

Neighbor

Neighbor

APPLICANT INTERVIEW

Logged in by M. RIVERA Date 23 JUN 07 Application number 518

Date 23 JUN 07 Time 1330 Complaint # 07-9876 Officer RIVERA

Date Time Complaint # Officer

Date Time Complaint # Officer

Date Time Complaint # Officer



THE CITY OF **BERWYN, ILLINOIS**

New Resident

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

Rudy + Reyes
(Name of Handicapped Person)

1440 S Highland Ave Berwyn, IL
(Address of Handicapped Person)

Rudy + Reyes
(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.

[Signature]
(Signature of Applicant)

6-21-2007
(Date)

PHYSICIANS STATEMENT
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

[REDACTED]

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).

[REDACTED]
(Print - Name of Physician)

[REDACTED]
(Print - Address of Physician)

[REDACTED]
(Signature of Physician)

[REDACTED]
(Physicians Phone #) (Date)

Handicapped State Plate # [REDACTED]

Vehicle Tag # [REDACTED] Year 2007-2008

Regular State Plate # [REDACTED]

Handicap State Card # [REDACTED]

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

Berwyn Police Department - Incident Report

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

Incident#: 07-09876

STATION COMPLAINT UCR 9059 (Other Public Complaints)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-09876
WHEN REPORTED 06/23/2007 13:29	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1440 S HIGHLAND AV BERWYN, IL 60402		HOW RECEIVED Radio
TIME OF OCCURRENCE 06/23/2007 13:28	STATUS CODE (09) Administratively Closed		STATUS DATE 06/23/2007

INVOLVED ENTITIES

NAME REYES, RUDY T		DOB 1	AGE	ADDRESS 1440 S HIGHLAND AV BERWYN, IL 60402		
SEX M	RACE H	HGT 5' 5"	WGT 156	HAIR Black	EYES Brown	PHONE N
UCR 9059 (Other Public Complaints) - 1 count(s)				TYPE Other		RELATED EVENT #

INVOLVED VEHICLES

VEHICLE #	STATE	TYPE	INVOLVEMENT Involved	VIN # XXXXXXXXXX
YEAR	MAKE	MODEL	COLOR	COMMENTS

NARRATIVES

PRIMARY NARRATIVE

Mr. Rudy T Reyes M/H Dob from 1440 south Highland Ave :

Mr. Rudy T Reyes d

There is a two and half car garage on the property.

Mr. Rudy T Reyes related that they are two vehicles in the family and that the garage is used at times for the other car, but he would like a spot in front of the home for parking, because it would be easier for him due to the

Parking on the blocks is also available, at this time Reporting Officer observed twenty vehicles parked on the whole 1400 block of Highland Ave.

Mr. Rudy T Reyes meets the requirements for being handicapped and meets the requirements in the City Ordinance.

Reporting Officer feels that this applicant should be approved.

Application number 518

Nothing further this Reporting Officer.

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



We Serve and Protect

BERWYN POLICE DEPARTMENT

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



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

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

DATE:

7/6/07

RE:

HANDICAPPED SIGN FOR:

maria Mancilla

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

1223 S. Scoville

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC:

ALDERMAN

JOEL ERICKSON - 8th 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

*6th ward
8-4*

HANDICAPPED PARKING INTERVIEW FORM AND LOG SHEET

Date received from local ordinance department May 07

Name of applicant MARIA MANZICCA

Address 1223- S- SCOVILLE Telephone _____

Nature of disability _____

Does applicant use Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Vehicle make _____ License plate _____

Handicapped card # AE 75945 Vehicle tag # _____ Year 07

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

Neighbor _____

Neighbor _____

APPLICANT INTERVIEW

Logged in by M. Rivara Date 23 Jun 07 Application number 517

Date 23 Jun 07 Time 1310 Complaint # 07-9875 Officer RIVARA

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#: 07-09875

STATION COMPLAINT UCR 9059 (Other Public Complaints)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-09875
WHEN REPORTED 06/23/2007 13:27	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1223 S SCOVILLE AV BERWYN, IL 60402		HOW RECEIVED On View-Officer
TIME OF OCCURRENCE 06/23/2007 13:27		STATUS CODE (09) Administratively Closed	STATUS DATE 06/23/2007

INVOLVED ENTITIES						
NAME MANCILLA, MARIA D		DOB	AGE	ADDRESS 1223 S SCOVILLE AV BERWYN, IL 60402		
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9059 (Other Public Complaints) - 1 count(s)				TYPE Other		RELATED EVENT #

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

Berwyn Police Department - Incident Report

NARRATIVES

PRIMARY NARRATIVE

Mrs. Maria D Mancilla F/H ~~5~~ 8 from 1223 south Scoville Ave su

Mrs. Maria D Mancilla d

There is no garage on the property.

Mrs. Maria D Mancilla related that they are car vehicles in the family and she would like a spot in front of the home for parking, because it would be easier for her.

Parking on the blocks is also available, at this time Reporting Officer observed thirty vehicles parked on the whole 1200 block of Scoville Ave.

Mrs. Maria D Mancilla meets the requirements for being handicapped and meets the requirements in the City Ordinance.

Reporting Officer feels that this applicant should be approved.

Application number 517

Nothing further this Reporting Officer.

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

New APPLICANT

CITY OF BERWYN - AFFIDAVIT FOR HANDICAPPED SIGN

PLEASE PRINT

MARIA MANCILLA
(Handicapped Person Name)

1223 S. SCOVILLE
(Address)

MARIA MANCILLA
(Applicant's Name)

~~1-234-5678~~
(Phone)

PLEASE PRINT

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

Maria Mancilla
(Signature of Applicant)

5/29/07
(Date)

PLEASE PRINT

PHYSICIAN MUST FILL OUT THE NATURE OF PATIENT'S HANDICAP

I HEREBY CERTIFY THAT THE PHYSICAL CONDITIONS OF THE ABOVE NAMES "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE SATUTORY 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)

5/22/07
(Date)

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

[Phone]
(Phone)

HANDICAPPED STATE PLATE PIA

VEHICLE TAG # [Blank] YR 2006-2007

REGULAR STATE PLATE [Blacked out]

HANDICAP STATE CARD # [Blacked out]

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

To: City Council and Mayor Michael O'Connor

From: Stephanie Navarro

Date: July 20, 2007

Re: Internal Service Fund

One of the management letter points in the 2005 report from the auditors relates to deficit fund balances. Part of this comment was related to the City's Internal Service Fund. This fund was established as a place to charge our self insurance costs (premiums and claims for worker's comp and general liability) and to accumulate revenues in order to pay for those costs. How this fund works is that each year all of the workmen's compensation and general liability claims and premiums are charged into this fund. The General Fund then transfers an amount to the Internal Service Fund in order to pay for the claims. Ideally, the transfer is more than the claims and the Internal Service Fund then builds reserves. This allows the City to level out the annual cost to the General Fund by using those reserves when we have a bad claim year. The other advantage to having these costs split out from the General Fund is that it helps the City track these costs.

As of the end of 2005, this fund had a deficit of \$2,177,601. If the City does not make a change to how it handles this fund, this deficit will continue to grow. This deficit occurs because the City has not put aside enough funds in the past three years to adequately pay for our self insurance costs. In order to complete the 2006 audit however the City needs to make the decision on how we want to handle the internal service fund.

My recommendation would be to design the transfer amount so that it is made up of two components. The first component would be the prior year's claim expense. The second portion of transfer would be an amount to begin eliminating the deficit. Once the deficit is eliminated then the second component would be used to build a reserve in the Internal Service Fund. (The reason I would choose the prior year's claim expense rather than the current year is that will allow us to better determine the charge during the budget process.)

I would like to implement this change for the 2006 audit report. The 2005 claims expense was \$2,208,452. I would recommend adding 15% to that amount for the deficit elimination portion of the charge for a total of \$2,539,720. The 2006 budget does not include a charge to the Water and Sewer fund for these expenses. However I have completed an allocation to that fund and the charge would be broken out \$215,379 to Water/Sewer and \$2,324,341 to the General Fund. This will be over the 2006 amount budgeted in the General Fund of \$1,491,443. No amount was budgeted in the Water/Sewer Fund.

Please review and approve my recommendation. As always, I am available to answer any questions you might have.



19
2
THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

MICHAEL A. O'CONNOR, *Mayor*

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July 20, 2007

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

From: Bruce Bonebrake, City Attorney

Re: Commuter Facility Improvement Grant Agreement

Dear Ladies and Gentlemen,

The attached grant agreement has been authorized for City execution by the Commuter Rail Division of the Regional Transportation Authority. The Agreement has been revised to reflect the use of General Obligation Bond Funds and TIF funds for construction of a Parking Deck in the Depot District. Please review the attached document for approval Tuesday or at the first meeting in August.

Sincerely,

Bruce A. Bonebrake
City Attorney

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART I

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

CITY OF BERWYN

CONTRACT NO. _____

PROJECT NO. _____

This Agreement is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**CRD**"), created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the City of Berwyn, a municipal corporation created under the laws of Illinois ("**Municipality**").

PRELIMINARY STATEMENT

The Municipality desires to undertake a public transportation capital project ("**Project**") and has made letter application to the CRD for a grant for the Project.

The Project has been approved for funding by the CRD Board of Directors.

In consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance to the Municipality in the form of a capital grant ("**Grant**"), to set forth the terms and conditions upon which the Grant will be made, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used.

ITEM 1. DEFINITIONS

As used in this Commuter Facility Improvement Grant Agreement, the following terms, when capitalized, shall have the following meanings:

Agreement -- Parts I and II of this Commuter Facility Improvement Grant Agreement and all exhibits and appendices hereto as from time to time modified or amended pursuant to the terms hereof.

Approved Project Budget -- As defined in Section 8 of Part II.

BNSF-- Burlington Northern and Santa Fe Railway Company, a Delaware corporation.

Commuter Service -- Public Transportation Services by rail within the Metropolitan Region as defined in the Regional Transportation Authority Act.

CRD B The Commuter Rail Division of the Regional Transportation Authority as established by amendments to the Regional Transportation Authority Act, November 9, 1983.

Eligible Costs -- Expenditures made by Municipality in carrying out the Project which are reimbursable under the terms of Section 10 of Part II.

Grant-- Capital grant funded, in part, by CRD for the Project.

Grant Close-out-- As defined in Section 17 of Part II.

Indemnitees-- The Commuter Rail Division of the Regional Transportation Authority (Metra), the Regional Transportation Authority (RTA), Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC), and any federal and/or state agency providing grant funds to this project, and all of their respective directors, administrators, officers, employees, agents, successors, and assigns.

Metropolitan Region -- As defined in the Illinois RTA Act.

Municipality -- An Illinois home-rule municipal corporation as named in Part I.

NIRCRC-- The Northeast Illinois Regional Commuter Rail Corporation (d/b/a "Metra")

Net Project Cost -- The sum of the Eligible Costs (as set forth in Section 10 of Part II) incurred in performance of the Work on the Project, including Work done by Municipality, less refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred, and proceeds, if any, from the sale of scrap and replaced facilities.

Plans -- As defined in Section 3 of Part II.

Premises -- Property owned or controlled by the Municipality upon which the Project Facilities shall be constructed and maintained.

Project Account -- As defined in Section 9 of Part II.

Project Facilities -- Any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated or refurbished as part of the Project. Project Facilities are also referred to as Improvements.

Project Funds -- An amount not to exceed the sum set forth in Item 3 of Part I.

RTA -- The Regional Transportation Authority.

Total Project Cost -- The total of all line items shown in Exhibit B of Part II.

Use Term -- As defined in Section 29 of Part II.

Work -- The work to be performed under this Project as described in Item 2, Part I hereof and delineated on the drawing attached to and made a part of this Agreement as Exhibit "A".

WSMTD -- West Suburban Mass Transit District

ITEM 2. THE PROJECT

The Municipality agrees to undertake and complete the Project and to provide for the use of Project Facilities and equipment as described in the Approved Project Budget and in accordance with this Agreement and all applicable laws. The Project, which is to be more particularly described in the plans, specifications and schedules set forth in Part II generally includes, but is not limited to:

Installation of fences ("Fences") at Oak Park Avenue and Harlem Avenue and the engineering and design ("E&D") of a multi-level parking deck ("the **Parking Facility**") providing at least Three Hundred (300) commuter parking spaces ("**Parking Spaces**") and access thereto at Berwyn (Oak Park Avenue) Station in Berwyn, Illinois ("**Project**") in accordance with "Exhibit B, Approved Project Budget," attached to and made a part of this Agreement. The new facilities will meet the requirements of the Americans with Disabilities Act (ADA).

ITEM 3. **AMOUNT OF GRANT**

CRD agrees to make a WSMTD Grant to the Municipality in an amount not to exceed Five Hundred Fifty Seven Thousand Dollars (\$557,000) to cover the cost of the Project, which includes the required local matching funds. Said grant funds shall not be obligated nor spent before receipt from CRD of an Exhibit B, Approved Project Budget, and execution of this Agreement by CRD's Executive Director, reflecting that the authorization of these funds has been received.

In no event, shall CRD be liable for the payment of grant funds that have not been authorized by and received from the federal government. The total amount provided by the CRD under this Agreement shall not exceed the actual Net Project Cost. CRD is not liable for any amount in excess of the amount of the Grant.

The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for CRD participation as shown in Exhibit B, Approved Project Budget. All or part of this local share to be contributed by the Municipality may, with the express written prior approval of the CRD, be provided by the Municipality in the form of contributions of professional, technical, or other services.

ITEM 4. **DOCUMENTS FORMING THIS AGREEMENT**

The Parties agree that this Agreement with all of its Parts and Exhibits constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement. This Agreement may only be amended in writing, signed by both parties. The Parties hereto further agree that this Agreement consists of Part I, entitled "Commuter Facility Improvement Grant Agreement", together with Part II, entitled "Commuter Facility Improvement Grant Agreement --General Terms and Conditions", Exhibit A, entitled "Delineation of the Work to be Performed under this Agreement, Exhibit B, entitled "Approved Project Budget", "Exhibit C entitled "Lease Agreement", Exhibit D, entitled "Project Sign", all of which are by this reference specifically incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 20__, by their respective duly authorized officials.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

CITY OF BERWYN:

By: _____
Philip A. Pagano, Executive Director

By: _____
Michael A. O'Connor, Mayor

Attest: _____
Name: _____
Title: Assistant Secretary

Attest: _____
Thomas J. Pavlik, City Clerk

CERTIFICATE OF MUNICIPALITY'S ATTORNEY

I, _____ acting as Attorney for the Municipality, do hereby certify that I have examined this Agreement and the proceedings taken by the Municipality relating thereto, and that the execution of the Agreement by the Municipality has been duly authorized by the Municipality's action dated _____ (certified copy of which is attached), and that the execution of this Agreement is in all respects due and proper and in accordance with applicable Federal, State, and local laws, grant conditions and regulations pertaining to this Agreement and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Municipality in accordance with the terms thereof. I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Agreement.

Dated this _____ day of _____, 20__

Signature

City of Berwyn, Municipality - Grantee

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART II

GENERAL TERMS AND CONDITIONS

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

CITY OF BERWYN

CONTRACT NO. _____

PROJECT NO. _____

1. **DEFINITIONS.** The terms capitalized in Part II Commuter Improvement Agreement General Terms and Conditions shall have the same definitions as found in Part I, Item 1.

2. **GENERAL REQUIREMENTS.** Municipality shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

3. **SUBMISSION OF PROCEEDINGS, CONTRACTS AND OTHER DOCUMENTS.** Municipality and CRD hereby agree that the documents governing the Work shall be the designs, surveys, plans, estimates, working drawings, schedules and specifications hereinafter called "Plans". Municipality shall submit all requests for proposals, bid documents, contracts and Plans necessary for the completion of the Work to CRD for approval. After CRD approval is received, no change shall be made in such documents without the prior written consent of CRD.

4. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** Municipality shall immediately notify CRD of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform or complete the Project in accordance with the provisions of this Agreement.

5. **NO OBLIGATIONS TO THIRD PARTIES.** Neither CRD nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without CRD's specific consent. This limitation shall apply despite the fact that CRD concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by CRD, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect CRD's interest in any Project Facilities or obligating itself in any manner to any third party with respect to Project Facilities

6. **PURSUANT TO FEDERAL, STATE, AND LOCAL LAW.**

(a) In the performance of its obligations pursuant to this Agreement, the Municipality and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any Master Grant Agreement signed between CRD and a state or federal funding agency. All limits and standards set forth in this Agreement that are to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive standards. Specifically, if funding is provided, in whole or in part, by the Illinois Department of Transportation (IDOT), this Agreement is a Cooperative Agreement as defined in the IDOT Public Transportation Capital Improvement Grant Manual, dated September, 1982, and is subject to IDOT review and concurrence procedures applicable to such agreements, including the applicability of third-party contract requirements to subcontractors of Municipality and CRD.

(b) The Municipality agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent shall be evidenced by a letter

signed by CRD, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing government requirements, the Municipality agrees to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the Project as required. Specifically, the Municipality and its contractors agree to administer the Project in accordance with the most recent federal and state provisions, including all applicable OMB or USDOT Circulars and regulations.

7. **PERMITS.** Municipality shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work

8. **APPROVED PROJECT BUDGET.** A budget shall be prepared by CRD and submitted to Municipality. Municipality shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget shown in Exhibit B ("**Project Budget**"). The Project Budget may be revised in writing from time to time in accordance with guidelines established by CRD.

9. **PROJECT ACCOUNTS.**

(a) Municipality shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("**Project Account**").

(b) Municipality shall appropriately record in the Project Account and deposit in a bank or trust company, which is a member of the Federal Deposit Insurance Corporation, all grant payment installments received by it from CRD pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project. CRD payments and other funds provided for, accruing to, or otherwise received on account of the Project are herein collectively referred to as "Project Funds".

10. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet all of the requirements set forth below. They must:

1. Be made in conformance with the final Project Budget and all other provisions of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable in amount for the goods or services purchased;

4. Be actual net costs to Municipality (i.e., the price paid minus any refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred). Local fees which would normally be applicable to the Work shall be waived by Municipality and shall not be considered Eligible Costs hereunder;

5. Be incurred (and be for work performed) after the date of this Agreement, unless specific written authorization from the CRD to the contrary is received;

6. Be satisfactorily documented; and

7. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRD for Municipality and those approved or prescribed by Municipality for its contractors

(b) Expenditures incurred by the Municipality which exceed the amount budgeted for a specific project line item (i.e., project element, job order or item) may be reimbursable as Eligible Costs at the time of completion of the project line item to the extent that those expenditures meet all of the requirements below:

1. Written justification to CRD is provided to explain the reason for the over expenditure and why that over expenditure was not anticipated prior to exceeding the budget for the project line item;

2. The budget for the project line item covers the full scope of the project line item, i.e., the budget of the project line item is intended to be adequate for the completion of the project line item (including, but not limited to, all engineering, material procurement, construction);

3. There are sufficient unspent funds in the Project Budget which may be reallocated to the budget of the project line item;

4. The funds remaining in the Project Budget after reallocation of the funds to the budget of the project line item are sufficient to provide for the uncompleted portions of all project line items;

5. The Total Project Cost for the CRD Grant shall not be exceeded.

6. The expenditures conform with the applicable state and/or federal grant requirements.

(c) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by the CRD.

11. **REQUESTS FOR PAYMENT BY MUNICIPALITY.** Unless CRD provides for another payment method, Municipality may make monthly requests for payment of preliminary Eligible Costs, and the CRD will honor such requests in the manner set forth in this Section. In order to receive CRD Grant payments, Municipality must:

- (a) Completely execute and submit to CRD a monthly requisition approved by CRD;
- (b) Submit to CRD an explanation of the purposes and copies of invoices for which costs have been incurred to date;
- (c) Have submitted all financial and progress reports currently required by CRD; and
- (d) Have received approval by CRD for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

12. **PAYMENT BY THE CRD.** Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the CRD shall process the requisition and the CRD shall then reimburse preliminary Eligible Costs incurred by Municipality within 60 days of the date upon which such payment requisition form was timely received by it, if Municipality is in compliance with its obligations pursuant to the Agreement. If all obligations have been met, CRD shall reimburse apparent allowable costs incurred by Municipality up to the maximum amount of the CRD Grant payable. Municipality shall submit invoices for actual costs incurred within each month within 45 days after submission of each month's preliminary Eligible Costs, and succeeding payments by CRD shall be adjusted to actual costs. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by the CRD of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. The CRD will make a final determination as to the allowability only after a final audit of the Project has been conducted.

13. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

14. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, CRD, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. CRD also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in CRD's final audit report.

15. **DISALLOWED COSTS.** In determining the amount of the CRD Grant, CRD will exclude all Project costs incurred by Municipality prior to the date of this Agreement, or another date specifically authorized by CRD; costs incurred by Municipality which are not provided for in the Project Budget except as otherwise provided under Section 10(b); and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CRD.

16. **RIGHT OF CRD TO TERMINATE.** Upon written notice to Municipality, CRD reserves the right to suspend or terminate all or part of the financial assistance herein provided for convenience of _____ or if Municipality is, or has been, in _____ violation of the terms of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant will not invalidate obligations properly incurred by Municipality and concurred in by CRD prior to the date of termination, to the extent they are noncancellable. The acceptance of a remittance by CRD of any or all Project Funds previously received by Municipality or the closing out of CRD financial participation in the Project shall not constitute a waiver of any claim which CRD _____ may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, CRD shall _____ the most appropriate course of action to be taken with respect to the Project.

17. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by CRD, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the CRD Grant. If CRD has made payments to Municipality in excess of the Total Project Cost of such CRD Grant or if CRD has advanced funds pursuant to requisitions under Section 12 which exceed the Net Project Cost, Municipality shall promptly remit such excess funds to CRD. Project close-out occurs when CRD notifies Municipality and forwards the final grant payment or when an appropriate refund of CRD Grant funds has been received from Municipality and acknowledged by CRD. Grant funds which have not been dispersed to the Municipality will automatically revert to CRD upon completion of the Project.

Close-out shall be subject to any continuing obligations imposed on Municipality by this agreement or contained in the final notification or acknowledgment from CRD.

18. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement _____ Municipality's Grant application _____

19. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with federal and state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be

paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by CRD. Contracts for the purchase of land, real estate, transit property, or other real or personal property not normally acquired through competitive bidding are specifically excluded from the requirements of this Section, except that contracts for professional and consulting services shall be awarded only after competitive solicitation of proposals.

20. **SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.** CRD has a vested interest in the settlement of disputes, defaults, or breaches involving any CRD-assisted third party contracts. CRD retains a right to a proportionate share, based on the percentage of the CRD share committed to the Project, of any proceeds derived from any third party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third party contract. Municipality shall notify CRD of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making CRD assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless CRD permits otherwise.

21. **ASSIGNMENT OF CONTRACT - SUBCONTRACTORS.** The Municipality agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of CRD.

22. **CONSTRUCTION PROJECTS - SIGNS.** When a Project involves construction work, the Municipality shall cause to be erected and maintained at the construction site, signs satisfactory to CRD during construction and in accordance with the specifications set forth on Exhibit "D" attached to and made a part of this Agreement, identifying the Project and indicating that CRD is participating in the development of the Project.

23. **LABOR LAW COMPLIANCE.** Municipality agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Municipality also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to adhere to the requirements of this Section. Municipality agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Municipality further agrees to make all required withholdings and deposits therefor. In addition, Municipality agrees to require all contractors and subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be included by the Municipality in all its contracts and agreements with contractors and subcontractors for this Project. CRD

reserves the right to withhold final payment for this Project in the event that it is notified that the Municipality or any contractor and subcontractor has refused to pay any employee his/her salary, medical benefits, pension or social security benefits or to make the required withholdings and deposits therefor, until such time as the CRD is satisfied that the Municipality, its contractors and subcontractors have made all such payments, withholdings, or deposits. Upon request, Municipality shall provide CRD, and cause any or all of its contractors and subcontractors to provide CRD, access to all books and records pertaining to payments, withholdings, or deposits of the Municipality or the Municipality's contractors or subcontractors relating to employees' salaries, medical benefits, and pension or social security benefits. Any such inspection by the CRD shall occur on regular business days and during normal working hours.

24. PREMISES.

(a) The Municipality agrees that the Premises upon which the Fences are being installed, is leased by the Municipality under Lisle, Illinois, Station Contract (ALease@) for the Premises and other property between the Municipality and the Burlington Northern and Santa Fe Railway Company (ABNSF@) dated _____, including any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof, now existing or hereafter made and is provided at no cost to the CRD. The Lease is attached to and made a part of this Agreement as Exhibit AC”.

(b) The Municipality agrees that the Premises upon which the Parking Facility is to be located is owned by the Municipality and will be provided at no cost to the CRD.

25. ASSIGNMENT OF LEASE. In the event the Municipality defaults or otherwise terminates (“Termination”) the Lease prior to the Use Period as defined in Section 33 below, the Municipality shall have the obligation, with the approval of the BNSF, to assign the Lease to CRD for the remaining Use Period. In the event of such assignment, CRD shall agree to assume all of the remaining rights and obligations under the Lease. Municipality shall give CRD written notice of any Termination of the Lease at least thirty (30) days in advance of such Termination.

26. EQUAL EMPLOYMENT OPPORTUNITY. Municipality shall comply with 775 ILCS 5/2-101 et seq.

27. ACCEPTANCE OF PROJECT FACILITIES. Upon completion of the Work, Municipality and CRD shall conduct a joint inspection of the Project Facilities.

28. MAINTENANCE, USE AND OPERATION OF PROJECT FACILITIES. Municipality shall maintain the Project Facilities, or cause them to be maintained, in a safe and operable condition throughout the term of this Agreement. The specific maintenance, use and operation requirements for the Fences shall be in accordance with the provisions of the Lease.

29. CONTINUANCE OF SERVICES. Municipality agrees that the property upon which the Improvements are constructed (“Premises”) shall be used as a commuter railway station facility and for related improvements. Municipality agrees to continue to provide, either directly or

by contract, as the case may be, the administrative and maintenance services described herein for 40 years or the term of the Lease, whichever is less ("**Use Term**") .

30. **RETENTION OF RECORDS AND INSPECTION.** Municipality shall keep satisfactory records with regard to the use of the Project Facilities for three years after project close-out, or longer if required by state or federal agencies providing grant funds. Specifically, if state funds are used, Municipality shall fully comply with the Five Year Record Retention requirements and the burdens of proof specified in the Grant Agreement executed between CRD and the Illinois Department of Transportation. Such requirements are specifically incorporated herein by reference if required. Municipality shall submit to CRD upon request such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify CRD in all cases where Project Facilities are used in a manner substantially different from that intended by this Agreement. CRD and Municipality shall conduct a yearly joint inspection of the Project Facilities to assure compliance with the terms of this Agreement.

31. **INDEMNIFICATION AND WAIVER.** To the extent permitted by law, Municipality agrees to protect, indemnify, defend and forever save and keep harmless the Indemnitees as defined in Part I, Item 1.

32. **OWNERSHIP.** CRD shall own the parking deck Plans prepared pursuant to the Engineering component of the Grant Budget and Improvements constructed on the Premises with CRD funds, including without limitation, the fencing at Oak Park Avenue and Harlem Avenue, and all other materials used to improve the Premises and related or appurtenant facilities, equipment, or fixtures (**AI**Improvements@). In the event this Agreement is terminated for any reason by Municipality and CRD has not defaulted under the terms and conditions of this Agreement or Municipality defaults under the terms and conditions of the Agreement and, as a result of such Municipality default, CRD is forced to terminate this Agreement and the Improvements are taken out of commuter service, CRD shall be compensated by Municipality for the Improvements. Compensation shall be based upon the remainder of the period beginning on the date which the Improvements are first used in the facilitation of commuter services and ending on the later of the expiration of: (a) twenty (20) years from such date; or (b) if such actual useful life (as determined by CRD in its sole discretion) is more than twenty (20) years, the end of the actual useful life of such Improvements ("**Use Period**"). In either (a) or (b), compensation shall be in an amount equal to the average of the original cost and the replacement cost of each such Improvement taken out of service because of termination, reduced by that percentage of the Use Period which has expired before such termination. Such payment shall be made in full within ninety (90) days after Municipality's termination of this Agreement or interest at a rate of one-half percent (2%) per month shall accrue on any unpaid balances due from the date payment is due until paid. In the event this Agreement is terminated for any reason by CRD and Municipality has not defaulted under the terms and conditions of this Agreement or CRD defaults under the terms and conditions of this Agreement and, as a result of such CRD default, Municipality is forced to terminate this Agreement, Municipality shall not be required to compensate CRD for the Improvements; provided, however, that CRD may, at its sole discretion and cost, remove the Improvements including, without limitation, lighting fixtures, benches, and railings or transfer ownership (by quit claim or bill of sale) of the Improvements to the Municipality subject to the terms and conditions of Exhibit "C@. The

Municipality shall accept the transfer of the Improvements in Aas is@ condition. Project Facilities located on the Premises shall belong to CRD subject to the terms and conditions of Exhibit "C@.

33. CONSTRUCTION OPERATION AND MAINTENANCE OF THE PARKING FACILITY.

(a) Municipality shall 1) cause the E&D to be completed for the Parking Facility and 2) subject to the Municipality's receipt of grant funding ("**Construction Funding**") in an amount which, together with any required local matching funds, shall be sufficient to complete such construction, cause the Parking Facility to be constructed in conformance with the resulting plans. It is understood that, although CRD will not be a party to the professional service contracts and will have no obligation to any contractors, the plans will be certified to CRD as well as the Municipality and CRD will be designated a beneficiary of the maintenance bond or construction guarantee required by the plans.

(b) Upon notice of receipt of the Construction Funding and prior to construction of the Parking Facility, the Municipality shall enter into a Construction, Operating and Maintenance Agreement with the CRD and Municipality shall grant to Metra an easement for the Parking Spaces and access thereto.

34. LIENS. Municipality shall not cause any of the Project Facilities to become subject to liens or encumbrances of any kind. If any such lien shall be filed on property of CRD by Municipality or any contractor, subcontractor or supplier of Municipality, the Municipality shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to CRD. CRD agrees to notify the Municipality of any lien of which CRD may become aware.

35. NON-COLLUSION. Municipality warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No CRD officer or employee, or member of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

36. MUNICIPALITY'S WARRANTIES. Municipality agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement, as evidenced by its "Certificate of Grantee's Attorney" attached to and made a part of Part I of this Agreement.

37 SEVERABILITY. CRD and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

38. ASSIGNMENT OF AGREEMENT. Municipality agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of CRD.

39. **AMENDMENT.** CRD and Municipality agree that no change or modification to this Agreement or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

40. **TITLES.** Municipality and CRD agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

41. **AGREEMENT PERIOD.** The terms of this Agreement shall begin as of the date hereof and shall end upon the completion of all obligations hereunder.

42. **GOVERNING LAW.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

43. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by CRD or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: General Counsel
Phone: (312) 322-6699
Fax: (312) 322-6698

(b) Notices to Municipality shall be sent to:

City of Berwyn
6700 E. 26th Street
Berwyn, IL 60402
Attn: City Clerk
Phone: (708) 788-2660
Fax: (708) 788-2675

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

44. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

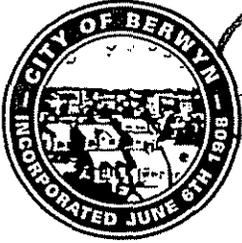
45. **EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the Grant Funds for this Project must be expended upon approved Project elements within 18 months of execution of the Grant contract. Unless otherwise specified in writing by CRD, all unexpended Grant Funds will automatically revert to CRD upon the expiration of this 18-month time period.

EXHIBIT A
Depiction of the Work to be Performed under this Agreement

EXHIBIT B
Approved Project Budget

EXHIBIT C
Lease Agreement
(Between the City of Berwyn and BNSF)

EXHIBIT D
Project Sign



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

July 20, 2007

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

From: Bruce Bonebrake, City Attorney

Re: Ordinance Amending Number of Deputy Fire Chiefs

Dear Ladies and Gentlemen,

At the request of Mayor O'Connor and the City Council, the attached draft ordinance has been prepared by the Law Department for Council review and approval. I respectfully request that the attached ordinance amending the number of Deputy Fire Chiefs from five to four be approved.

Sincerely,

Bruce A. Bonebrake
City Attorney

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 234.001 AND 242.03 OF THE BERWYN CODE TO REDUCE THE NUMBER OF DEPUTY FIRE CHIEFS FROM FIVE TO FOUR IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council have determined that four Deputy Fire Chiefs are adequate to protect the public health, safety, and welfare of the citizens of Berwyn.

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 234.001, Chapter 234, Composition; Office of Fire Chief is hereby amended to read:

234.001 COMPOSITION; OFFICE OF FIRE CHIEF.

(a) The Fire Department of the City shall consist of a Fire Chief, an Assistant Fire Chief, ~~five~~ four Deputy Fire Chiefs, a Training Officer (Lieutenant), twelve Fire Lieutenants, twelve Engineers and thirty-six fire-fighters.

(b) There is hereby established the office of Fire Chief. This office shall be appointed by the Mayor with the advice and consent of the City Council.

SECTION 2:

Section 242.03, Chapter 242, Appointed Officers; Appointment Procedure is hereby amended to read:

242.03 APPOINTED OFFICERS; APPOINTMENT PROCEDURE.

(a) With the exception of the officers listed in Section 242.01, all City officers shall be appointed by the Mayor, by and with the advice and consent of Council. Whenever a vacancy occurs in any office provided for in subsection (b) hereof, the Mayor shall present to Council, within thirty days of the occurrence creating such vacancy, the name of the appointee to such

office, or shall, within such thirty days, inform Council of a temporary appointment, if such is the case. No person may be appointed to or temporarily hold any office provided for in subsection (b) hereof unless and until such person:

- (1) Has earned a high school diploma or the equivalent;
- (2) Is not in arrears in the payment of any tax or other indebtedness due to the City; and
- (3) Is not indicted for nor has been convicted of, in any court located in the United States, and still serving the sentence for any infamous crime, bribery, perjury, or other felony involving the characteristics of dishonesty, falsehood or fraud.

Subsection (a) (1) shall not apply to a person who is being appointed to an office which he or she held with the City prior to January 1, 2004.

- (b) Appointed City officers shall include the following:
- Administrative Assistant (to the Mayor's Department);
 - Administrative Coordinator;
 - Associate City Attorney;
 - Building Director;
 - Chaplain, Police and Fire Departments (Two);
 - Chief Building Inspector;
 - Chief Water Clerk;
 - City Attorney;
 - City Collector;
 - City Planner;
 - City Prosecutor;
 - City Sealer;

Community Relations Commission Director;

Corporation Counsel;

Director of Computer Operations;

Director of Finance and Human Resources;

Director of Neighborhood Affairs;

Director of Public Works;

Deputy Fire Chiefs (~~five~~)(four);

Deputy Liquor Commissioner;

Fire Chief;

Police Chief;

Recreation Director; and

Any other officers that Council may consider necessary and expedient and provide for by ordinance.

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 _____ day of July, 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 July _____, 2007.

Michael A. O'Connor, Mayor

ATTEST:

Thomas J. Pavlik, City Clerk



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

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www.berwyn-il.gov

MICHAEL A. O'CONNOR, *Mayor*

July 20, 2007

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

From: Bruce Bonebrake, City Attorney

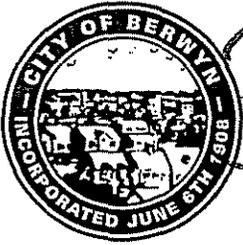
Re: CDBG Inspector Position

Dear Ladies and Gentlemen,

A previous request to waive the hiring freeze and hire a replacement for the CDBG Inspector who transferred to the Building Department was deferred until following internal review. I respectfully request that the City Council waive the hiring freeze and authorize the application and hire of a new inspection for the CDBG Department. This position is a fundamental requirement of CDBG funding and the position is a necessary component of the CDBG annual and multi-year plan. A revised job description will be forwarded shortly under separate cover.

Sincerely,

Bruce A. Bonebrake
City Attorney



THE CITY OF **BERWYN, ILLINOIS**

Building A New Berwyn

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www.berwyn-il.gov

July 20, 2007

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

From: Bruce Bonebrake, City Attorney

Re: Beauty Parlor/Nair Salon Ordinance

Dear Ladies and Gentlemen,

I have reviewed the August 16, 2006 communication from the Committee of the Whole regarding limitations proposed for licensing Beauty Parlors and Nail Salons. I recommend that the City Council authorize the scheduling of a public hearing for the purpose of revising the Zoning Code to remove the above referenced uses from permitted uses in all commercial districts to conditional uses within C-2 and C-3 commercial districts. Current establishments, approximately 55, will become legal non-conforming uses eligible to operate and transfer ownership pursuant to applicable zoning code restrictions.

Sincerely,

Bruce A. Bonebrake
City Attorney



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

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www.berwyn-il.gov

July 20, 2007

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

From: Bruce Bonebrake, City Attorney

Re: Removal of Law Department Referral List Items

Dear Ladies and Gentleman,

Pursuant to the completion of projects or realization that certain referral items are no longer germane, a list of Law Department Referral Items recommended for removal will be distributed under separate cover.

Sincerely,

Bruce A. Bonebrake
City Attorney



JRH
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

7/17/2007

To: Mayor Michael O'Connor & City Council Members
From: Patrick Ryan, Public Works Director
Re: Award of Bid for 2007 CDBG Sidewalk Program

Bids were opened on July 10, 2007 for the 2007 CDBG Sidewalk Program. This program includes the CDBG Sidewalk replacement and various repairs to streets and alleyways in low to moderate income areas. Three bids were received with the results as follows:

<u>FIRM</u>	<u>AMOUNT</u>
Kings Point General Cement	\$421,900.00
Suburban Concrete, Inc.	\$323,325.00
D'Land Construction	\$294,970.00

The lowest bid was 27.1% below the Engineer's Estimate which reflects the economies of scale realized by this large project. Each firm is pre-qualified to perform the work entailed in the bid

Recommended Actions:

Staff recommends the City Council approve a contract with D'Land Construction for the 2007 CDBG Sidewalk Program in the amount of \$294,970.00.



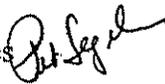
5-15
THE CITY OF **BERWYN, ILLINOIS** *Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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www.berwyn-il.gov

July 10, 2007

To: Mayor Michael O'Connor; City Council Members

From: Pat Segel, Human Resources 

Re: Request to Replace Position

The Collections Department would like to post a replacement for the Parking Revenue Supervisor who is resigning from her position.

Attached is a job posting for the replacement.

Thank you.

**City of Berwyn
Staff Vacancy Full Time**

Position: Parking & Local Ordinance Adjudication Revenue Supervisor
Salary: \$30,000-\$35,000/year
Schedule: Rotating Schedule Mon, Wed, Thurs, Fri 9a.m.-5p.m. Tues till 8 p.m., Sat.9-12 p.m. Will be working at the Police Dept.
Application deadline: July 20, 2007
Start date: July 30, 2007

DISTINGUISHING FEATURES OF WORK:

Under the direction of the City Collector, will oversee local ordinance and parking ticket collection and assist with adjudication, will supervisor, review and participate in the clerical duties involved with collection of fines, adjudication and follow up notifications.

Major Responsibilities include:

1. Manage daily responses to all parking tickets for initial 30 days.
2. Deliver excellent customer service.
3. Monitor and respond to written, in-person, electronic and telephone concerns.
4. Investigate complaints and communicate with appropriate departments.
5. Oversee and issue handicap stickers, city stickers and other parking stickers.
6. Organize and oversee handicap renewals and visitor pass programs.
7. Prepare dockets for local ordinance adjudication.
8. Oversee and send written communications for tickets court appearances, decisions, and findings.
9. Reconcile daily collection of all monies received.
10. Supervise, train and conduct performance review of parking and local ordinance adjudication clerks.
11. Communicate and prepare files for other agency currently responsible for adjudication and collection of all parking and compliance violations.

Education:

Minimum Associates Degree required.

EXPERIENCE:

Must have management or supervisory experience.

Must have excellent customer service and communications skills.

Must have good organizational skills and the ability to establish policies and procedures.

Must have excellent computer skills.

Must be bi-lingual.

Applications are to be picked up and returned to the
City of Berwyn Human Resources Department

6700 West 26th Street
Berwyn, Illinois 60402-0701

WE ARE AN EQUAL OPPORTUNITY EMPLOYER.

Section K

Consent Agenda

K-1

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

July 19, 2007

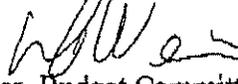
Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the July 24, 2007 Council meeting.

Payroll for July 1, 2007 is \$1,012,012.06

Very truly yours,



Mark Weiner, Budget Committee Chairman

K-2

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

July 19, 2007

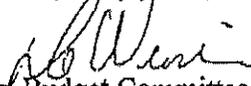
Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the July 24, 2007 Council meeting.

Payables: \$1,137,003.37

Very truly yours,



Mark Weiner, Budget Committee Chairman

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 07/09/07 - 07/19/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	333046	\$1220.30	07/09/07	00170	0	T.Y.LIN INTERNATIONAL	OUTSTANDING
01	333047	\$1750.00	07/09/07	00181	0	PAVERCARE INC.	OUTSTANDING
01	333048	\$188.86	07/09/07	01498	0	HOME DEPOT CREDIT SERVICES	OUTSTANDING
01	333049	\$3300.00	07/09/07	33852	0	SKYDAN REAL ESTATE SALES LLC	OUTSTANDING
01	333050	\$6730.00	07/09/07	33853	0	TOMMASO LESNICK	OUTSTANDING
01	333051	\$35.00	07/09/07	33855	0	MS BETTY JANE WEDEN	OUTSTANDING
01	333052	\$426065.90	07/16/07	00015	0	BLUE CROSS/BLUE SHIELD OF ILLINOIS	OUTSTANDING
01	333053	\$4672.49	07/16/07	00016	0	FORT DEARBORN LIFE INSURANCE	OUTSTANDING
01	333054	\$820.54	07/16/07	00026	0	MICHAEL PHELAN	OUTSTANDING
01	333055	\$3153.32	07/16/07	00042	0	KRONOS LEASING	OUTSTANDING
01	333056	\$920.00	07/16/07	00049	0	A.W.E.S.O.M.E. PEST SERVICE	OUTSTANDING
01	333057	\$2058.40	07/16/07	00069	0	WAREHOUSE DIRECT	OUTSTANDING
01	333058	\$92.00	07/16/07	00075	0	EMPIRE COOLER SERVICE, INC.	OUTSTANDING
01	333059	\$5841.00	07/16/07	00076	0	ALPHA BUILDING MAINTENANCE SERIVCE INC.	OUTSTANDING
01	333060	\$600.00	07/16/07	00095	0	HARRIS	OUTSTANDING
01	333061	\$22011.00	07/16/07	00095	0	HARRIS	OUTSTANDING
01	333062	\$8491.56	07/16/07	00146	0	J. STERLING MORTON HIGH SCHOOL	OUTSTANDING
01	333063	\$134.75	07/16/07	00162	0	JACK'S RENTAL INC	OUTSTANDING
01	333064	\$380.00	07/16/07	00224	0	LIDLAW TRANSIT, INC.	OUTSTANDING
01	333065	\$156.90	07/16/07	00280	0	ROSCOE COMPANY	OUTSTANDING
01	333066	\$5532.41	07/16/07	00308	0	RUNNION EQUIPMENT COMPANY	OUTSTANDING
01	333067	\$73.28	07/16/07	00391	0	TELE-TRON ACE HARDWARE	OUTSTANDING
01	333068	\$3491.32	07/16/07	00436	0	SANTANNA ENERGY SERVICES	OUTSTANDING
01	333069	\$33.00	07/16/07	00452	0	HALOGEN SUPPLY CO INC	OUTSTANDING
01	333070	\$601.83	07/16/07	00709	0	XO COMMUNICATIONS	OUTSTANDING
01	333071	\$475.00	07/16/07	00956	0	MEDTECH WRISTBANDS	OUTSTANDING
01	333072	\$197.20	07/16/07	00996	0	CASE LOTS INC	OUTSTANDING
01	333073	\$1267.64	07/16/07	01000	0	STANDARD EQUIPMENT CO	OUTSTANDING
01	333074	\$1226.38	07/16/07	01043	0	CARDINAL CARTIDGE, INC.	OUTSTANDING
01	333075	\$700.00	07/16/07	01063	0	DELTA ASSOCIATES ELEC	OUTSTANDING
01	333076	\$325.00	07/16/07	01271	0	RICOH CUSTOMER FINANCE CORP.	OUTSTANDING
01	333077	\$50652.03	07/16/07	01281	0	CNA INSURANCE	OUTSTANDING
01	333078	\$8.48	07/16/07	01339	0	AMERICAN MESSAGING	OUTSTANDING
01	333079	\$534.67	07/16/07	01515	0	LEMBKE & SONS TRUE VALUE HARDWARE, INC.	OUTSTANDING
01	333080	\$15763.99	07/16/07	01586	0	AT&T GLOBAL SERVICES, INC.	OUTSTANDING
01	333081	\$550.00	07/16/07	01587	0	TEMME AUTO TRIM, INC.	OUTSTANDING
01	333082	\$150.00	07/16/07	01588	0	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	OUTSTANDING
01	333083	\$564.08	07/16/07	01616	0	CHROMATE CORPORATION	OUTSTANDING
01	333084	\$31632.56	07/16/07	01641	0	WARREN OIL COMPANY	OUTSTANDING
01	333085	\$750.00	07/16/07	01760	0	FLASH ELECTRIC CO.	OUTSTANDING
01	333086	\$72.30	07/16/07	01803	0	ZEE MEDICAL, INC.	OUTSTANDING
01	333087	\$11856.00	07/16/07	01857	0	T.A. CUMMINGS JR. CO.	OUTSTANDING
01	333088	\$1375.44	07/16/07	10016	0	AFLAC WORLDWIDE HEADQUARTERS	OUTSTANDING
01	333089	\$220.96	07/16/07	30617	0	SAM'S CLUB	OUTSTANDING
01	333090	\$77.88	07/16/07	33555	0	MENARDS-CICERO	OUTSTANDING
01	333091	\$101.83	07/16/07	33561	0	MARK JARNAGIN	OUTSTANDING
01	333092	\$1475.00	07/16/07	33867	0	JUAN SANCHEZ	OUTSTANDING
01	333093	\$725.00	07/16/07	33869	0	NANCY V.MARRUFO	OUTSTANDING
01	333094	\$1475.00	07/16/07	33870	0	WALTER JACK	OUTSTANDING

CITY OF BERWYN
CHECK REGISTER
DATE RANGE: 07/09/07 - 07/19/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	333095	\$1185.60	07/16/07	34859	0	JOSEPH GREEN	OUTSTANDING
01	333096	\$5677.83	07/16/07	37728	0	MICHAEL D.CIMAGLIA	OUTSTANDING
01	333097	\$716.00	07/17/07	00003	0	U S POSTMASTER	OUTSTANDING
01	333098	\$268938.55	07/17/07	00005	0	CITY OF CHICAGO	OUTSTANDING
01	333099	\$213.72	07/17/07	00010	0	CHECKPOINT	OUTSTANDING
01	333100	\$105.00	07/17/07	00105	0	MILTON F PERSIN	OUTSTANDING
01	333101	\$80.18	07/17/07	00124	0	GAYLORD BROS INC	OUTSTANDING
01	333102	\$3159.00	07/17/07	00167	0	FRANK NOVOTNY & ASSC.	OUTSTANDING
01	333103	\$175.05	07/17/07	00175	0	WEST GROUP PAYMENT CTR.	OUTSTANDING
01	333104	\$14102.00	07/17/07	00353	0	NEWSEBANK INC	OUTSTANDING
01	333105	\$239.11	07/17/07	00388	0	DEMCO EDUCATIONAL CORP	OUTSTANDING
01	333106	\$43.76	07/17/07	00391	0	TELE-TRON ACE HARDWARE	OUTSTANDING
01	333107	\$136.08	07/17/07	00398	0	INGRAM LIBRARY SERVICES	OUTSTANDING
01	333108	\$89.20	07/17/07	00483	0	LEWIS PAPER PLACE	OUTSTANDING
01	333109	\$595.12	07/17/07	00520	0	METROPOLITAN LIBRARY SYSTEM	OUTSTANDING
01	333110	\$4225.46	07/17/07	00531	0	BAKER & TAYLOR, INC.	OUTSTANDING
01	333111	\$9.72	07/17/07	00683	0	AKRON BRASS COMPANY	OUTSTANDING
01	333112	\$746.12	07/17/07	00877	0	HYDRO FLOW PRODUCTS, INC.	OUTSTANDING
01	333113	\$340.00	07/17/07	00888	0	BOB'S LAWN CARE	OUTSTANDING
01	333114	\$2674.90	07/17/07	00913	0	PETAR DUMANOVIC, LLC	OUTSTANDING
01	333115	\$222.80	07/17/07	00996	0	CASE LOTS INC	OUTSTANDING
01	333116	\$51.87	07/17/07	01134	0	THE LIBRARY STORE	OUTSTANDING
01	333117	\$6.99	07/17/07	01244	0	BERWYN ACE HARDWARE	OUTSTANDING
01	333118	\$1268.33	07/17/07	01282	0	MAYOR MICHAEL O'CONNOR	OUTSTANDING
01	333119	\$7617.79	07/17/07	01344	0	DELAGE LANDEN FINANCIAL SERVICES	OUTSTANDING
01	333120	\$849.00	07/17/07	01366	0	ILLINOIS PAPER COMPANY	OUTSTANDING
01	333121	\$762.29	07/17/07	01460	0	KEY EQUIPMENT FINANCE	OUTSTANDING
01	333122	\$1744.11	07/17/07	01632	0	NICOR GAS	OUTSTANDING
01	333123	\$248.00	07/17/07	01647	0	RANDOM HOUSE, INC.	OUTSTANDING
01	333124	\$399.91	07/17/07	01786	0	THOMSON GALE	OUTSTANDING
01	333125	\$262.50	07/17/07	01817	0	MLB FINANCIAL SERVICES, LTD	OUTSTANDING
01	333126	\$184.66	07/17/07	01838	0	BAKER & TAYLOR ENTERTAINMENT	OUTSTANDING
01	333127	\$175.00	07/17/07	01930	0	M & M WINDOW CLEANING SERVICES	OUTSTANDING
01	333128	\$10.00	07/17/07	01933	0	KDD OF ILLINOIS, LTD.	OUTSTANDING
01	333129	\$148.94	07/17/07	30788	0	RECORDED BOOKS, LLC	OUTSTANDING
01	333130	\$166.50	07/17/07	31940	0	LINCOLN TRAIL LIBRARIES SYSTEM	OUTSTANDING
01	333131	\$402.33	07/17/07	33116	0	MICRO MARKETING, LLC	OUTSTANDING
01	333132	\$71.96	07/17/07	33133	0	LANDMARK AUDIOBOOKS	OUTSTANDING
01	333133	\$248.63	07/17/07	33183	0	OFFICE DEPOT	OUTSTANDING
01	333134	\$22.00	07/17/07	33302	0	ELMHURST PUBLIC LIBRARY	OUTSTANDING
01	333135	\$18.20	07/17/07	33560	0	MENARD'S HODGKINS	OUTSTANDING
01	333136	\$12.75	07/17/07	33662	0	ARROW DISTRIBUTING CO.	OUTSTANDING
01	333137	\$300.00	07/17/07	33863	0	DAVE DINASO	OUTSTANDING
01	333138	\$250.00	07/17/07	33864	0	JANET RIEHECKY	OUTSTANDING
01	333139	\$250.00	07/17/07	33865	0	JEFF LIBMAN	OUTSTANDING
01	333140	\$200.00	07/17/07	33866	0	SUZANNE HALES	OUTSTANDING
01	333141	\$68.09	07/17/07	33871	0	MARY FRANK	OUTSTANDING
01	333142	\$598.00	07/17/07	35587	0	MAUREEN HIRSHBERG	OUTSTANDING
01	333143	\$70.00	07/17/07	35806	0	INNOVATIVE USERS GROUP	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 07/09/07 - 07/19/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	333144	\$163.00	07/17/07	37680	0	ULINE	OUTSTANDING
01	333145	\$131.40	07/18/07	00009	0	COMM ED	OUTSTANDING
01	333146	\$107.95	07/18/07	00055	0	AT & T	OUTSTANDING
01	333147	\$23.88	07/18/07	00067	0	JIM FRANK	OUTSTANDING
01	333148	\$260.00	07/18/07	00076	0	ALPHA BUILDING MAINTENANCE SERIVCE INC.	OUTSTANDING
01	333149	\$939.16	07/18/07	00144	0	H J MOHR & SONS CO	OUTSTANDING
01	333150	\$1300.58	07/18/07	00162	0	JACK'S RENTAL INC	OUTSTANDING
01	333151	\$2020.54	07/18/07	00170	0	T.Y.LIN INTERNATIONAL	OUTSTANDING
01	333152	\$1765.00	07/18/07	00173	0	OGDEN TOP & TRIM SHOP, INC.	OUTSTANDING
01	333153	\$12521.00	07/18/07	00249	0	THIRD MILLENNIUM ASSOCIATES, INC.	OUTSTANDING
01	333154	\$6760.90	07/18/07	00260	0	DOOR SYSTEMS, INC.	OUTSTANDING
01	333155	\$991.40	07/18/07	00261	0	HASTINGS AIR-ENERGY CONTROL	OUTSTANDING
01	333156	\$291.60	07/18/07	00286	0	QUARRY MATERIALS, INC.	OUTSTANDING
01	333157	\$200.00	07/18/07	00321	0	TAMERLING INC.	OUTSTANDING
01	333158	\$103.00	07/18/07	00391	0	TELE-TRON ACE HARDWARE	OUTSTANDING
01	333159	\$6150.40	07/18/07	00438	0	DELL MARKETING L.P.	OUTSTANDING
01	333160	\$20.54	07/18/07	00459	0	FEDERAL EXPRESS CORPORATION	OUTSTANDING
01	333161	\$526.10	07/18/07	00767	0	VCG UNIFORM/CARLSON MURRAY	OUTSTANDING
01	333162	\$100.00	07/18/07	00821	0	METRO GARAGE INC	OUTSTANDING
01	333163	\$501.45	07/18/07	00870	0	MAS MODERN MARKETING	OUTSTANDING
01	333164	\$150.85	07/18/07	00880	0	JULIE, INC.	OUTSTANDING
01	333165	\$2280.00	07/18/07	00888	0	BOB'S LAWN CARE	OUTSTANDING
01	333166	\$620.96	07/18/07	00908	0	AIRGAS NORTH CENTRAL	OUTSTANDING
01	333167	\$150.00	07/18/07	01059	0	KLEER-VIEW WINDOW CLEANERS	OUTSTANDING
01	333168	\$6.30	07/18/07	01106	0	TARGET AUTO PARTS	OUTSTANDING
01	333169	\$250.71	07/18/07	01114	0	MARTIN-AIRE HEATING & COOLING INC.	OUTSTANDING
01	333170	\$217.30	07/18/07	01131	0	PATRICK RYAN	OUTSTANDING
01	333171	\$942.75	07/18/07	01330	0	AIR ONE EQUIPMENT, INC.	OUTSTANDING
01	333172	\$538.39	07/18/07	01330	0	AIR ONE EQUIPMENT, INC.	OUTSTANDING
01	333173	\$18160.10	07/18/07	01447	0	MRA	OUTSTANDING
01	333174	\$1115.25	07/18/07	01498	0	HOME DEPOT CREDIT SERVICES	OUTSTANDING
01	333175	\$827.15	07/18/07	01502	0	RICMAR INDUSTRIES	OUTSTANDING
01	333176	\$2191.13	07/18/07	01505	0	JIMMY DIESEL	OUTSTANDING
01	333177	\$225.00	07/18/07	01537	0	EPP'S CUSTOM HEATING & AIR	OUTSTANDING
01	333178	\$290.00	07/18/07	01549	0	FEDERAL RENT-A-FENCE, INC.	OUTSTANDING
01	333179	\$375.00	07/18/07	01556	0	IGFOA	OUTSTANDING
01	333180	\$2250.00	07/18/07	01557	0	AMERICAN ENGLISH	OUTSTANDING
01	333181	\$2250.00	07/18/07	01557	0	AMERICAN ENGLISH	OUTSTANDING
01	333182	\$1200.00	07/18/07	01562	0	BIG AUDIO, INC.	OUTSTANDING
01	333183	\$2200.00	07/18/07	01562	0	BIG AUDIO, INC.	OUTSTANDING
01	333184	\$70.00	07/18/07	01563	0	MERCED ROJAS	OUTSTANDING
01	333185	\$1824.00	07/18/07	01589	0	BARCODES, INC.	OUTSTANDING
01	333186	\$2046.10	07/18/07	01591	0	PAPER SOLUTIONS, INC.	OUTSTANDING
01	333187	\$33000.00	07/18/07	01592	0	HOME IMPROVEMENT OF PALOS PARK, INC.	OUTSTANDING
01	333188	\$958.00	07/18/07	01632	0	NICOR GAS	OUTSTANDING
01	333189	\$485.00	07/18/07	01774	0	MURPHY & MILLER	OUTSTANDING
01	333190	\$251.13	07/18/07	30176	0	W.S. DARLEY & CO.	OUTSTANDING
01	333191	\$131.34	07/18/07	31174	0	VILLAGE OF NORTH RIVERSIDE F.D.	OUTSTANDING
01	333192	\$50.00	07/18/07	31245	0	VERIZON WIRELESS	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 07/09/07 - 07/19/07

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	333193	\$152.65	07/18/07	33561	0	MARK JARNAGIN	OUTSTANDING
01	333194	\$1475.00	07/18/07	33806	0	JAN PUPALA	OUTSTANDING
01	333195	\$105.00	07/18/07	33872	0	MS.LUZDELIA RIVERA	OUTSTANDING
01	333196	\$35.00	07/18/07	33873	0	MR & MRS KOWALSKI	OUTSTANDING
01	333197	\$35.00	07/18/07	33874	0	ROBERT KUSINSKI	OUTSTANDING
01	333198	\$1000.00	07/18/07	33875	0	PERRY BATEMAN	OUTSTANDING
01	333199	\$375.00	07/18/07	33881	0	EUGENE McMAHON	OUTSTANDING
01	333200	\$62.85	07/19/07	00034	0	OLD FASHION FOOD SERVICES	OUTSTANDING
01	333201	\$91.83	07/19/07	00067	0	JIM FRANK	OUTSTANDING
01	333202	\$827.20	07/19/07	00093	0	LIBERTY GROUP PUBLISHING	OUTSTANDING
01	333203	\$186.57	07/19/07	00179	0	McCANN INDUSTRIES, INC.	OUTSTANDING
01	333204	\$1951.95	07/19/07	00268	0	KELLER HEARTT CO. INC.	OUTSTANDING
01	333205	\$96.64	07/19/07	00280	0	ROSCOE COMPANY	OUTSTANDING
01	333206	\$30.00	07/19/07	00377	0	WATER ONE	OUTSTANDING
01	333207	\$49.80	07/19/07	00452	0	HALOGEN SUPPLY CO INC	OUTSTANDING
01	333208	\$2000.00	07/19/07	00470	0	ROBERT S.MOLARO & ASSOCIATES	OUTSTANDING
01	333209	\$699.43	07/19/07	00987	0	T-MOBILE	OUTSTANDING
01	333210	\$289.99	07/19/07	01027	0	GALLS INCORPORATED	OUTSTANDING
01	333211	\$1612.00	07/19/07	01533	0	BERNHARD & SON LANDSCAPING	OUTSTANDING
01	333212	\$130.00	07/19/07	01566	0	STATE FIRE MARSHAL	OUTSTANDING
01	333213	\$600.00	07/19/07	01568	0	ASTRO BLAST, INC.	OUTSTANDING
01	333214	\$71.28	07/19/07	01570	0	KOSTKA BROS.PAINT	OUTSTANDING
01	333215	\$195.00	07/19/07	01572	0	ROTARY CLUB OF BERWYN	OUTSTANDING
01	333216	\$62500.00	07/19/07	01573	0	OAK PARK REGIONAL HOUSING CENTER	OUTSTANDING
01	333217	\$228.81	07/19/07	01632	0	NICOR GAS	OUTSTANDING
01	333218	\$4025.00	07/19/07	01670	0	B.A.BONEBRAKE & ASSOCIATES	OUTSTANDING
01	333219	\$264.82	07/19/07	01706	0	TEXOR PETROLEUM COMPANY	OUTSTANDING
01	333220	\$427.76	07/19/07	01933	0	KDD OF ILLINOIS, LTD.	OUTSTANDING
01	333221	\$132.08	07/19/07	30617	0	SAM'S CLUB	OUTSTANDING
01	333222	\$60.00	07/19/07	31431	0	O'REILLY'S FLOWERS	OUTSTANDING
01	333223	\$245.00	07/19/07	33886	0	ERICA ROSADO	OUTSTANDING
01	333224	\$5850.00	07/19/07	34107	0	GREGORY CATENA	OUTSTANDING
01	333225	\$650.00	07/19/07	37939	0	GUY J.PAPA	OUTSTANDING

TOTAL # OF ISSUED CHECKS:	180	TOTAL AMOUNT:	1137003.37
TOTAL # OF VOIDED/REISSUED CHECKS:	0	TOTAL AMOUNT:	0.00
TOTAL # OF ACH CHECKS:	0	TOTAL AMOUNT:	0.00
TOTAL # OF UNISSUED CHECKS:	0		



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

DEBI SUCHY, *City Collector*

MICHAEL A. O'CONNOR, *Mayor*

6700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 749-8910

www.berwyn-il.gov

July 18, 2007

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which have been issued for the month of June, 2007, by the Collector's Office. Included are storefronts, office phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review along with businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Debi B. Suchy
City Collector
DBS/sb

BERWYN BUSINESSES - LICENSED IN JUNE, 2007 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Auto Lighthouse	6737 W. 26th Street	Arturo Cervantes	Auto Accessories (708) 484-9550
Guadalupe Sandoval	6843A W. Stanley Avenue	Guadalupe Sandoval	Law Office (708) 795-4700
Conley-Grigat Ins. Agcy	3151 S. Oak Park Avenue	James Conley/Anthony Grigat	Insurance Office (708) 484-1040

BERWYN BUSINESSES - LICENSED IN JUNE, 2007 (PHONE USE ONLY)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
E. Cat Walk, Inc.	6425 W. 27th Street	E. Cat Walk, Inc.	Administrative Serv. (708) 749-4262
AquaPura, Inc.	2347 S. Gunderson Avenue	Teresa M. Gonzalez	Water Filter System (877) 747-PURA
L. Smith & Associates	3334 S. Home Avenue	Laurie Smith	Market Research (773) 350-5405

**BUSINESS LICENSES ISSUED FOR JUNE, 2007
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Concrete Coating of Illinois	554 Anderson, Romeoville	Bauer Distribution, Inc.	Contractor (Concrete Coating)
Marvel Construction	5150 Pittsburgh, Norridge	Marvel Construction	Contractor (Cement)
Kaiser Electrical	310A Erie, Morton	Kaiser Electrical	Contractor (Electrical)
Tim Phillips	742 Harvey, Oak Park	Timothy Phillips	Contractor (Electrical)
Walden Technical	444 Catherine, LaGrange Park	Walden Technical Services	Contractor (Electrical)
Weathermaker Htg & Coolg	420 Hillcrest, Prospect Hgts	Wathermaker Htg & Cooling	Contractor (Electrical)
Adamo Builders, Inc.	1001 Republic, Addison	Adamo Builders, Inc.	Contractor (General)
Father & Sons Home Imp	28 East Ave., Riverside	Father & Sons Home Imp	Contractor (General)
Access Lift, Inc.	2101 Birchwood, Chicago	Access Lift, Inc.	Contractor (Handicap Lift)
Nicolas Hernandez	3513 53rd Ave., Cicero	Nicolas Hernandez	Contractor (HVAC)
Richard Htg & Cooling	2735 76th Ct., Elmwood Park	Richard Htg & Cooling, Inc.	Contractor (HVAC)
Billy's House Painting	3400 Grand, Brookfield	William F. Reis	Contractor (Painting & Decorating)
Pioneer Plumbing	7302 Southworth, Plainfield	Christopher Roberts	Contractor (Plumbing)
Brickmasters, Inc.	8408 Alden, Darien	Brickmasters, Inc.	Contractor (Tuckpointing)
Regency Tuckpointing	5421 Diversey, Chicago	John Mikuski	Contractor (Tuckpointing)
Hurlingham Construction	2559 Austin, Chicago	Hurlingham Construction, Inc.	Contractor (Window & Door)

Application Review

Business Name	Address	Phone	ID #
<i>Alliance Residential Mortgage</i> 6211 W. Roosevelt Road Berwyn IL 60402		(708)	9778
<i>American Fidelity Mortgage Services, Inc.</i> 7039 W. Roosevelt Road Berwyn IL 60402		(708) 788-3863	9779
<i>American Financial Solutions, Inc.</i> 6705 W. 26th Street Berwyn IL 60402		(708) 795-8800	9398
<i>Anaid Custom Design Wheels</i> 6232 W. Cermak Road Berwyn IL 60402	#2C	(866) 254-6447	9588
<i>Avon and More</i> 6915 W. Cermak Road Berwyn IL 60402		(708) 484-9907	9790
<i>Certified Electronics, Inc.</i> 6608 W. Cermak Road Berwyn IL 60402		(708) 484-7017	9463
<i>Fitz Bone Catering</i> 6619 W. Roosevelt Road Berwyn IL 60402		(708) 788-2118	9509
<i>Mamaw's Bath & Body</i> 6512 W. Cermak Road Berwyn IL 60402		(708) 788-1015	9777
<i>Mi Casa Restaurant</i> 6832 W. Ogden Avenue Berwyn IL 60402		(708)	9654
<i>Mid America Realty & Investment</i> 7040 W. Cermak Road Berwyn IL 60402		(708)	9204
<i>New Craftsman Industries</i> 1401 S. Home Avenue Berwyn IL 60402		(708) 268-1381	9641
<i>Tahanang Pinoy Oriental Grocery Store</i> 6252 W. Ogden Avenue Berwyn IL 60402		(708)	9554
<i>The Fashion Spot</i> 6720 W. Cermak Road Berwyn IL 60402		(708)	9120
<i>Torres Cleaning Services</i> 1915 S. East Avenue Berwyn IL 60402		(708) 749-3874	9589
<i>Victor Barber Shop</i> 6301 W. 26th Street Berwyn IL 60402		(708)	9173
<i>World Class Tattoo (2)</i> 6907 W. Cermak Road Berwyn IL 60402		(708)	8720
Total Businesses			16

Inspections Pending

Business Name	Address	Phone	ID #
<i>1st American Dental</i>	<i>Suite B</i>	<i>(708)</i>	<i>9776</i>
6301 W. Cermak Road	Berwyn IL 60402		
<i>Regency West</i>		<i>(708)</i>	<i>9555</i>
6215 W. 26th Street	Berwyn IL 60402		
<i>USA Insurance Brokers</i>		<i>(708) 788-8822</i>	<i>9521</i>
6807 W. Roosevelt Road	Berwyn IL 60402		
Total Businesses			3

K-4

July, 2007

Mayor O'Connor and Members of the
Berwyn City Council

As chairman of the Berwyn Fire Fighters Association Local 506 Muscular Dystrophy Drive, I am requesting permission for our Local Fire Fighter's, in conjunction with the Berwyn Fire Department, to collect donations at various intersections through out the City of Berwyn. This will take place on the first three Saturdays during the month of August, 2007 and will go from 9:00 am to 1:00 PM.

Thank you for your consideration in this matter.

Respectfully,



John Janata, Chairman
Local 506 Muscular Dystrophy Drive

cc: Chief Richard Kalivoda

K-5

AIRKO HEATING & COOLING Co., INC
6320 WEST OGDEN AVENUE
BERWYN, ILLINOIS. 60402
708-485-8400

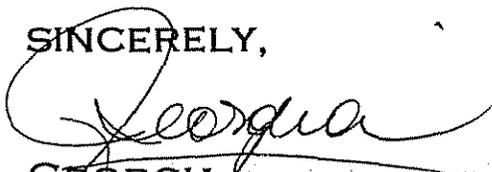
RE: KIDS FUN DAY

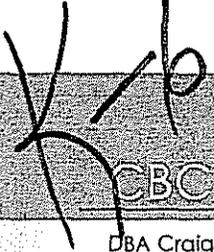
TO WHOM IT MAY COCERN,

IN REGARDS TO THE KIDS FUN DAY, WE WOULD LIKE TO SET A BOOTH IN FRONT OF THE OFFICE, GIVE THE CHILDREN BALLONS, GIVE OUT LITERATURE TO THE PARENTS, HAVE A FREE RAFFLE, SOME PROMOTIONS JUST A FUN DAY WITH SOME GAMES. I WOULD LIKE TO START IT FROM THE CORNER OF CUYLER & OGDEN UNTIL THE MIDDLE OF THE BLOCK WHERE THE STRORE FRONT ENDS, WE WOULD LIKE TO DO THIS ON THE 28TH OF JULY
YOUR APPROVAL.

IF YOU NEED FURTHER INFORMATION PLEASE CONTACT OUR OFFICE....

SINCERELY,


GEORGIA
AIRKO HEATING & COOLING



CBC SHOE CORPORATION

DBA Craig's Shoes

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

July 16, 2007

Mayor Michael A. O'Connor
The City of Berwyn
6700 West 26th Street
Berwyn, IL 60402

Dear Mr. Mayor,

Good News:

Our first Annual Sidewalk Sale was a big success...however, success has been followed with obligation...they want more!

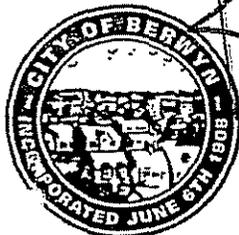
Many of our customers have asked for one more sidewalk sale before the end of summer and although it is a lot of work we are glad to put the customers first. If granted we will, of course, be courteous to our neighbors and run the sale in a professional format as well as make sure our storefront is cared for prior to the end of each business day.

Our scheduled days would be August 9 - 12, 2007.

Thank you for your consideration and we look forward to hearing for you and the Berwyn City Council as soon as time permits.

Kind Regards,

Craig Cohen
Craig's Shoes



THE CITY OF **BERWYN, ILLINOIS**

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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: July 6 2007

Mayor O'Connor & Members
of the Berwyn City Council

Re: Block Party 3400 block of Maple

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3600 block

of Maple.

The residents request permission to hold the event on July 28 2007

with a rain date of August 4 2007. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Julia Bawers

Contact person is: Julia Bawers

Address is: 3618 S Maple

Phone number is: 708 484 7795

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

WE THE UNDERSIGNED RESIDENTS OF THE 3600 BLOCK OF Maple
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON July 28
BETWEEN THE HOURS OF 8:00am AND 9:00pm. OUR RAIN DATE IS August 4

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

=====

NAME	ADDRESS
------	---------

=====

- 3624 S Maple
- 3626 S Maple
- 3628 S Maple
- 3632 Maple
- 3638 Maple
- 3644 Maple
- 3649 Maple
- 3647 Maple
- 3639 Maple
- 3637 Maple
- 3637 Maple Ave
- 3627 Maple
- 3619 Maple Ave
- 3619 Maple Ave
- 3615 Maple Ave
- 3614 S Maple Ave
- 3606 MAPLE AVE
- 3604 Maple Ave
- 3601 Maple
- 3605 Maple
- 3611 MAPLE
- 3623 Maple
- 3630 Maple
- 3648 S Maple



KCS
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: 07-11-07

Mayor O'Connor & Members
of the Berwyn City Council

Re: Block Party 1800 block of Highland Ave

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1800 block
of Highland Ave.

The residents request permission to hold the event on 07-28-07

with a rain date of 08-04-07. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Renee Gutierrez

Contact person is: Renee & Jose Gutierrez

Address is: 1804 S. Highland Ave

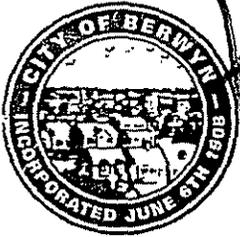
Phone number is: 708-369-6039

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

WE THE UNDERSIGNED RESIDENTS OF THE 1800 BLOCK OF HIGHLAND AVE
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 07-28-07
BETWEEN THE HOURS OF 12:00pm AND 9:00pm OUR RAIN DATE IS 08-04-07

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

NAME	ADDRESS
	1804 S. Highland Ave.
	1806 HIGHLAND AVE
	1818 S. Highland AVE
	1822 S HIGHLAND
	1820 S "
	1840 S Highland
	6308 W. 19TH
	1834-S-HIGHLAND
	1815 S. HIGHLAND
	1811 S. HIGHLAND
	1807 S. Highland
	1805 Highland
	1800 S Highland Avenue
	1820 S HIGHLAND
	1838 S. Highland Ave
	1837 S HIGHLAND
	1833 S HIGHLAND
	1823 S HIGHLAND
	1823 S Highland
	1826 S Highland
	1828 S Highland
	1814 Highland Ave
	1808 Highland AVE



THE CITY OF BERWYN, ILLINOIS

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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: 7/6/07

Mayor O'Connor & Members
of the Berwyn City Council

Re: Block Party 1500 block of Wesley Ave

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1500 block
of Wesley Ave.

The residents request permission to hold the event on Sunday, Aug. 26th
with a rain date of None. We are aware of the ordinance

regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Aimee Sordelli

Contact person is: Aimee Sordelli

Address is: 1516 Wesley Ave

Phone number is: 484-0822

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

K-10

July 18, 2007

Mayor O'Connor and Members
Of the Berwyn City Council

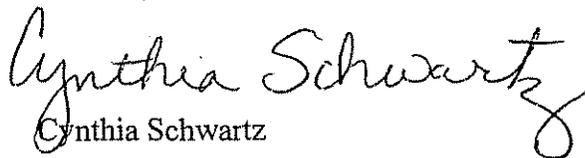
RE: Block Party on the 3800 block of Harvey Avenue

Honorable Mayor O'Connor and Members of Council:

Attached, please find a petition for a block party on the 3800 block of Harvey Avenue. The residents request permission to hold the event on August 18th, 2007 with a rain date of August 23rd, 2007. We are aware of the ordinance regarding block parties and will abide by all of them.

Thank you in advance for your time and consideration in this matter.

Sincerely,


Cynthia Schwartz

Contact Person:

Cindy Schwartz
3809 Harvey Ave.
(708)749-9057

WE THE UNDERSIGNED RESIDENTS OF THE 3800 BLOCK OF Harvey
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 18th, 2007
BETWEEN THE HOURS OF 10 am AND 9:00pm OUR RAIN DATE IS August 25th, 2007

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

NAME

ADDRESS

3815 Harvey

3823 Harvey

3829 HARVEY.

3820 S. harvey

3809 Harvey

3811 Harvey

3825 Harvey

3833 Harvey

3837 Harney

3839 HARVEY

3845 S HARVEY

3851 SO HARVEY

3852 S. Harby

3844 S. Harby

3842 S. HARVEY

3836 S. Harvey

3832 S. Harvey

3830 S Harney

3824 S. Harvey Ave

3812 S. Harvey Ave

3807 Harney

3805 Harvey



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

MICHAEL A. O'CONNOR, Mayor

16700 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: 18 July 2007

Mayor O'Connor & Members
of the Berwyn City Council

Re: Block Party 1900 block of Home Ave

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1800 block
of Home Ave.

The residents request permission to hold the event on 25 Aug 2007
with a rain date of 01 Sept 2007. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Contact person is: Joseph Schejbal

Address is: 1803 Home Ave

Phone number is: (708) 484-8850

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

V-11

WE THE UNDERSIGNED RESIDENTS OF THE 1800 BLOCK OF Home Ave

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 25 Aug 2007

BETWEEN THE HOURS OF 8:00 AM AND 9:00 PM OUR RAIN DATE IS 01 Sept 2007

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

=====
NAME ADDRESS
=====

1801 So Home

1803 S. Home

1807 S Home

1809 Home Ave

1811 Home

1811 Home

1817 Home

1817 Home

1817 Home

1820 S. Home

1831 S Home

1827 Home

1821 S. Home

1829 S. Home. av.

1838 S. Home Apt 3

1835 Home Ave 2

1843 S Home Ave

1850 Home

1836 Home

1836 Home

1830 Home Ave

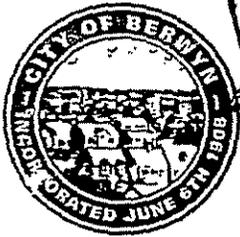
1900 Home

15 Home ave. Apt 1

" " " "

1815 Home Bldg

1800 Home Ave



K 12
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: July 19th

Mayor O'Connor & Members
of the Berwyn City Council

Re: Block Party 3100 block of Maple

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3100 block
of Maple.

The residents request permission to hold the event on Aug 25th
with a rain date of Aug 26th. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Mushell Fitzgerald

Contact person is: Mark / Stelling Fitzgerald

Address is: 3139 Maple

Phone number is: 708-703-2956

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

