

City of Berwyn City Council Meeting

June 10, 2008

BERWYN CITY COUNCIL MEETING

JUNE 10, 2008

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. REG MTG-5/27/08-COW-5/27/08
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-REQ FOR COMMERCIAL LOAN APPROVAL-GARV'S INN
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. DEFER-APPT- H.R. DIR-ASST FIRE CHIEF-DIR OF COMMUNITY OUTREACH-DIR OF COMMUNITY DEVELOPMNT-GRT ADMINISTRATOR/COMM DEVELOPMENT
 - 2. DEFER-APPT FIN DIR JOHN WYSOCKI
 - 3. JOB FUNCTIONS OF APPOINTED POSITIONS
 - 4. RESOLUTION FOR JUVENILE ASSISTANCE GRANT 2006
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. ORD-PREVAILING WAGE
 - 2. RESOL-VILLAGE OF OAK PARK COMMEMORATING BERWYN CENTENNIAL
 - 3. PRESENTATION OF ORIGINAL CERTIFICATE OF INCORPORATION
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
 - 1. DEFER-ZBA-RESOL/ORD-KOPICKI-6901 ROOSEVELT RD
 - 2. ZBA-RESOL/ORD-LECHUGA D/B/A DURANGO CUSTOM 72, INC-6805 OGDEN
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. DEFER-SKRYD-CITY COUNCIL MEETING PARLIAMENTARIAN
 - 2. CHAPMAN-2 VISITORS PARKING PASSES PER HOUSEHOLD@ NO CHARGE, & FREE PARKING ON HOLIDAYS
 - 3. CHAPMAN-CHURCH PARKING PASSES
 - 4. SKRYD-CLEAN CITY COMMISSION-PRIDE IN BEWYN IS PICKING UP!

5. ERICKSON-BERWYN 2ND CENTURY OF PROGRESS WITH PRIDE-ECONOMIC DEV STRATEGY/PROPOSAL
6. BERWYN HISTORIC PRE COMM-CITY HALL NOMINATED AS HISTORIC LANDMARK

(J) STAFF REPORTS

1. DEFER-LAW-F&P COMM RECOMMENDATION GRIEVANCE "A"
2. DEFER-LAW- F&P COMM RECOMMENDATION GRIEVANCE "B"
3. LAW DEPT-REQ PUB HEARING-ZONING CODE-CHGE IN DEFINITION OF "SINGLE HOUSEKEEPING UNIT"
4. LAW DEPT-ORD-AUTOMATED RENTAL MACHINE LICENSE
5. POLICE CHIEF-COUNTY WIDE INTEROPERABLE COMMUNICATIONS SYSTEM AGR
6. FINANCE DIR-DISPOSAL OF 1995 FORD AEROSTAR
7. PW DIR-AGREEMENT WITH AT&T REG NETWORK UPGRADE
8. COLLECTOR-CHAPTER 484.04-VISITOR PARKING PASSES
9. COLLECTOR-CHAPTER 484.04B-PROFESSIONAL SERVICES PARKING PASSES

(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. DEFER-ERICKSON-HANDICAP SIGN-J. RAMIREZ-1230 WESLEY-DENY
2. BUDGET CHAIRMAN-PAYROLL-5/28/08-\$831,691.62
3. BUDGET CHAIRMAN-PAYABLES-6/10/08-\$1,658,528.29
4. CHAPMAN-HANDICAP SIGN-E. CERTIK-3727 KENILWORTH-APPROVE
5. CHAPMAN-HANDICAP SIGN-J. VEGAS-3419 OAK PARK AVE.-APPROVE
6. DAY-HANDICAP SIGN-D. MONTEJANO-2310 HIGHLAND-DENY
7. DAY-HANDICAP SIGN-R. CARABALLO-1407 HIGHLAND-APPROVE
8. PHELAN-HANDICAP SIGN-E. CARLO-1833 WESLEY-APPROVE
9. PHELAN-HANDICAP SIGN-T. BUTLER-2131 OAK PARK AVE-DENY
10. ERICKSON-HANDICAP SIGN-M. BAILEY-1228 HOME-APPROVE
11. ERICKSON-FITZGERALD'S AMERICAN MUSIC FESTIVAL-7/2, 3, 4, & 5/08
12. ERICKSON-WESTSIDE MULTIMEDIA & GALLERY-GRAND OPENING-6/14 or 6/21/08
13. CITY ENGINEER NOVOTNY & ASSOC.-TABULATION & AWARDDING OF BIDS
14. COLLECTOR-BUSINESS LICENSES ISSUED-MAY, 2008
15. BUILDING DIR-BUILDING PERMITS ISSUED-MAY, 2008
16. BLOCK PARTY-1400 CUYLER-7/19/08
17. BLOCK PARTY-3200 WENONAH-7/3 & 7/4/08

ITEMS SUBMITTED ON TIME 44


 THOMAS J. PAVLIK - CITY CLERK

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.

TABLE OF CONTENTS

Item(s)	Pages
<i>ROLL CALL</i>	
A. Pledge of Allegiance –Moment of Silence	
B. <u>Open Forum</u> Topic must NOT be on the Agenda	
C. <u>Presentation of Previous Meeting Minutes for Approval</u>	
1. Minutes of Regular Meeting – 5/27/08	1- 9
2. Minutes of Committee of the Whole – 5/27/08	1- 2
D. <u>Bid Opening – Tabulations</u>	
E. <u>Berwyn Development Corp – Berwyn Township/Health District</u>	
1. BDC-REQ for Commercial Loan Approval-Garv’s Inn	1- 1
F. <u>Reports and Communications from the Mayor</u>	
1. Defer-Appt. H.R. Dir-Assistant Fire Chief-Dir of Community Outreach- Dir Community Development-Grant Administrator/Community Dev.	1- 6
2. Defer-Apppt Finance Director John Wysocki	1- 5
3. Job Functions of Appointed Positions	1- 13
4. Resolution for Juvenile Assistance Grant 2006	1- 2
G. <u>Reports and Communications from the City Clerk</u>	
1. Ordinance Prevailing Wage	1- 8
2. Resol-Village of Oak Park Commemorating Berwyn’s Centennial	1- 2
3. Presentation of Original Certificate of Incorporation	1- 4
H. <u>Communications from (Zoning) Board of Appeals</u>	
1. Defer-ZBA-Resol/Ordinance-Kopicki-6901 Roosevelt Rd.	1- 7
2. ZBA-RESOL-Ord-Lechuga D/B/A Durango Custom 72, Inc-6805 Ogden	1- 6
I. <u>Reports and Communications from Aldermen, Committees, other Boards and Commissions</u>	
1. DEFER-Skryd-City Council Meeting Parliamentarian	1- 5
2. Chapman-2 Visitors Parking Passes per Household @ No Charge & Free Parking on Holidays	1- 1
3. Chapman-Church Parking Passes	1- 2
4. Skryd-Clean City Commission-Pride in Berwyn is picking up	1- 3
5. Erickson-Berwyn 2 nd Century of Progress with Pride-Economic Development-Strategy/Proposal	1- 4
6. Berwyn Historic Pre Comm-City Hall Nominated as Historic Landmark	1- 15

J STAFF REPORTS

1. Defer-Law F&P Committee Recommendations-Grievance (A) 1- 3
2. Defer-Law-F&P Committee Recommendations-Grievance (B) 1- 3
3. Law Dept-Req Public Hearing-Zoning Code-Change in Definition of "Single Housekeeping Unit" 1- 1
4. Law Dept-Ord-Automated Rental Machine License 1- 7
5. Police Chief-County Wide Interoperable Communications System Agr 1- 60
6. Finance Dir-Disposal of 1995 Ford Aerostar 1- 1
7. PW Dir-Agreement with AT&T Reg Network Upgrade 1- 2
8. Collector-Chapter 484.04 - Visitor Parking Passes 1- 3
9. Collector-Chapter 484.04B – Professional Services Parking Passes 1- 6

K. Consent Agenda

1. Defer-Erickson-Handicap Sign-J.Ramirez-1230 Wesley-**DENY** 1- 7
2. Budget Chairman-Payroll-5/28/08-\$831,691.62 1- 1
3. Budget Chairman-Payables-6-10-08-\$1,658,528.29 1- 11
4. Chapman-Handicap Sign Req-E. Certik-3727 Kenilworth-**Approve** 1- 4
5. Chapman-Handicap Sign Req-J. Vegas-3419 Oak Park-**Approve** 1- 6
6. Day-Handicap Sign Req-D. Montejano-2310 Highland-**Deny** 1- 5
7. Day-Handicap Sign Req-R. Caraballo-1407 Highland-**Approve** 1- 6
8. Phelan-Handicap Sign Req-E. Carlo-1833 Wesley-**Approve** 1- 8
9. Phelan-Handicap Sign Req-T. Butler 2131 Oak Park Ave-**Deny** 1- 5
10. Erickson-Handicap Sign Req-M. Bailey-1228 Home-**Approve** 1- 5
11. Erickson-Fitzgerald's American Music Festival-7/2,3,4 &5/08 1- 1
12. Erickson-Westside Multimedia & Gallery-Grnd Opening-6/14 or 6/21/08 1- 2
13. City Engineer Novotny & Assoc.-Tabulation & Awarding of Bids 1- 7
14. Collector-Business Licenses Issued-May, 2008 1- 7
15. Building Director-Building Permits Issued-May, 2008 1- 8
16. Block Party-1400 Cuyler Ave-7/19/08 1- 2
17. Block Party-3200 Wenonah-7/3 & 7/4/08 1- 2

Section C

Presentation of Previous Meeting Minutes For Approval

C-1

MICHAEL A. O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
MAY 27, 2008

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 9:00 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero, Erickson. Absent: none.
2. The Pledge of Allegiance was recited and a moment of silence was observed for Memorial Day in remembrance of all those who protected our freedom, for the safety of our armed forces, police, firefighters, paramedics, and for the deceased long time resident Margaret Soucek
3. The Open Forum portion of the meeting was announced. Alderman Lovero apologized to residents and all his colleagues to his left, for his actions at the last City Council meeting.
4. The minutes of the City Council meeting and the Committee of the Whole held on May 13, 2008 were presented. Clerk Pavlik noted item #8 on the City Council minutes needed to be amended to include Alderman Ramos as an Aye vote in the call to roll. Thereafter, Lovero made a motion, seconded by Skryd, to concur and approve the minutes as amended on face. Mayor O'Connor did not recognize the motion stating that he would item #49 to be amended per his memo. Thereafter, Erickson made a motion to amend the minutes per the Mayor's memo regarding item #49. The motion failed for a lack of a second, but the Mayor read the memo into record. Thereafter, the Mayor recognized the original motion made by Lovero and seconded by Skryd, to approve the minutes as amended on face item #8. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero. Nays: Erickson.
5. Skryd made a motion, seconded by Chapman, to suspend the rules and bring forth item F-7, a communication from the Mayor regarding proposed security upgrades for the pumping stations. After discussion, Chapman made a motion, seconded by Weiner, to bring forth item J-14 as germane. The motion carried. J-14 is a request from the Public Works director regarding discussion for Water Security Study. The Mayor recognized Public Works director, Pat Ryan, who explained proposal for study. After discussion, Lovero made a motion, seconded by Erickson, to concur and

approve the agreement as presented by Public Works director at the last City Council meeting. Clerk Pavlik noted that the agreement was not included and the Council did not have the agreement before them. The motion was amended by Lovero and seconded by Erickson, to concur and approve, subject to review, and to refer to the Law department for approval. The motion carried by a unanimous roll call.

6. Lovero made a motion, seconded by Lovero, to suspend the rules and bring forth item F-3. The motion carried. F-3 is a Resolution honoring Christina Amaro for receiving the Girl Scout Gold Award. Thereafter, the Mayor recognized Christina Amaro and congratulations was extended by all for her achievements. Thereafter, Skryd made a motion, seconded by Chapman, to concur and adopt the Resolution as presented. The motion carried by a voice vote.
7. Skryd made a motion, seconded by Chapman, to suspend the rules and bring forth item J-9. The motion carried. The Law department submitted an ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 620 OF THE MUNICIPAL CODE OF THE CITY OF BERWYN, ILLINOIS REGARDING COMMUNITY RELATIONS

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

8. The bid proposals for 22nd Street (Cermak Road) Median Improvements were submitted. Skryd made a motion, seconded by Chapman, to authorize the corporate authorities and any other interested parties to proceed to the Conference room to open, tabulated, and return same to the Council Chambers for public reading. The motion carried by a voice vote.
9. The bid proposals for the State Route Payment Maintenance were submitted. Skryd made a motion, seconded by Chapman, to authorize the corporate authorities and any other interested parties to proceed to the Conference room to open, tabulated, and return same to the Council Chambers for public reading. The motion carried by a voice vote. Thereafter, the Mayor recognized Public Works director, Pat Ryan, who stated the City Engineer, Novotny & Associates has asked for the bids to be reviewed and approved for the lowest bidder, subject to review, to be approved this evening by Council, due to time constraints. The Council took under advisements.

10. The bid proposals for the 2008 Alley Improvements were submitted. Thereafter, Weiner made a motion, seconded by Skryd, to authorize the corporate authorities and any other interested parties to proceed to the Conference room to open, tabulated, and return same to the Council Chambers for public reading. The motion carried by a voice vote.
11. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item J-12. The motion carried. J-12 is a communication from Fire Chief O'Halloran regarding Medical Reimbursement Services contract. Thereafter, the Mayor recognized Chief O'Halloran and Thomas Cosgrove, a representative from Medical Reimbursement Services, Inc., who reviewed the contract. After discussion, Lovero made a motion, seconded by Erickson, to concur and approve as amended page 3 to eliminate \$100 charge for Response Refusal and approve the contract subject to the Law Department's review. The motion carried by a unanimous roll call vote.
12. A deferred communication from the Berwyn Development Corporation regarding 6537 Roosevelt Road, amended redevelopment agreement. After discussion, Chapman made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
13. The Berwyn Development Corporation submitted a Resolution entitled:

A RESOLUTION PROPOSING CERTAIN AMENDMENTS TO THE REDEVELOPMENT PLAN AND PROJECT OF THE SOUTH BERWYN (DEPOT) REDEVELOPMENT PROJECT AREA, CONVENING A JOINT REVIEW BOARD, AND CALLING A PUBLIC HEARING IN CONNECTION THEREWITH

The Mayor recognized BDC Executive Director, Anthony Griffin, who reviewed same. Thereafter, Chapman made a motion, seconded by Lovero, to concur and adopt the Resolution as presented and to authorize a Joint Review Board hearing on June 17, 2008. The motion carried by a unanimous roll call vote.

14. A deferred communication from the Mayor regarding Ixtapa Restaurant requesting a C-3.2 Liquor License; adjustment in number of available C-1 licenses. Thereafter, Phelan made a motion, seconded by Erickson, to concur. The motion carried by the following roll call: Yeas: Weiner, Day, Phelan, Erickson, O'Connor. Nays: Chapman, Ramos, Skryd, Lovero.

15. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item J-10. The motion carried. J-10 is an ordinance from the Law department entitled:

AN ORDINANCE AMENDING THE BERWYN CODE TO ELIMINATE UNNECESSARY APPOINTED OFFICERS, AND ADD APPOINTED OFFICERS, IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

16. A deferred communication from the Mayor regarding the appointment of Director of Human Resources, Assistant Fire Chief, Director of Outreach, Director of Community Development, Grant Administrator/Community Development. After discussion, Chapman made a motion, seconded by Skryd, to defer the matter for 2 weeks. The motion carried by a voice vote.
17. The Mayor submitted a Resolution supporting the City of Chicago's bid for the 2016 Olympic and Paralympic Games. Thereafter, Lovero made a motion, seconded by Chapman, to concur and adopt the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a voice vote.
18. The Mayor submitted a communication regarding the appointment of Finance Director, John Wysocki. After discussion, Chapman made a motion, seconded by Skryd, to defer. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Phelan, Lovero. Nays: Weiner, Day, Erickson.
19. The Mayor submitted a communication regarding discussion of the AT&T proposal. Lovero made a motion, seconded by Skryd, to refer to the Committee of the Whole. The motion carried by a voice vote.
20. The Mayor submitted a communication regarding discussion of proposal for additional parking at 32nd and Harlem Avenues. Chapman made a motion, seconded by Erickson, to accept the matter as informational and refer to the Law department. The motion carried by a voice vote.
21. The Mayor submitted a communication regarding discussion of upgrade to new general ledger system. 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.

22. The Mayor submitted a communication regarding recommendation of non-union personnel salary increase. Thereafter, Skryd made a motion, seconded by Chapman, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
23. Erickson made a motion, seconded by Weiner, to continue the City Council meeting beyond the hour of 10:00 p.m. per ordinance. The motion carried by a voice vote with Chapman voicing a contrary nay.
24. The Mayor submitted a communication regarding the closure of streets for Ice Cream Socials on June 9th and June 16, 2008. Thereafter, Chapman made a motion, seconded by Weiner, to concur. The motion carried by a unanimous roll call vote.
25. A deferred communication from the Zoning Board of Appeals regarding the Resolution/Ordinance for Kopicki, 6901 Roosevelt Road. Thereafter, Erickson made a motion, seconded by Weiner, to defer. The motion carried by a voice vote with Skryd voicing a contrary nay.
26. Alderman Skryd submitted a communication regarding a City Council Meeting Parliamentarian. Thereafter, Skryd made a motion, seconded by Chapman, to concur and approve. Thereafter, the Mayor questioned the cost and procedure. After further discussion, the motion to concur was withdrawn. Skryd made a motion, seconded by Weiner, to defer and refer to the 4th Ward Alderman. The motion carried by a unanimous roll call vote.
27. Skryd made a motion, seconded by Chapman, to suspend the rules and bring forth item J-5 as germane to J-1. J-5 is an ordinance submitted by the Law department entitled:

AN ORDINANCE AMENDING CHAPTER 1476 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY ILLINOIS

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

28. The Law department submitted an ordinance entitled:

AN ORDINANCE REVISING THE NUMBER OF LIQUOR LICENSES AND AMENDING CHAPTER 804.07 OF THE CITY CODE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

29. A deferred communication from the Law department regarding the Fire and Police Committee recommendation, Grievance "A". Thereafter, Chapman made a motion, seconded by Weiner, to defer the matter for two weeks. The motion carried by a voice vote.

30. A deferred communication from the Law department regarding the Fire and Police Committee recommendation, Grievance "B". Thereafter, Erickson made a motion, seconded by Lovero, to defer the matter for two weeks. The motion carried by a voice vote.

31. The Law department submitted an ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 7128 WEST CERMAK ROAD AND BETWEEN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS AND PERLA R. SANTIAGO AND RENATO E. SANTIAGO, HER HUSBAND

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

32. Chapman made a motion, seconded by Erickson, to suspend the rules and bring forth item D-1, D-2, and D-3. The motion carried. Item D-1 is the bids tabulations for the 22nd Street (Cermak Road) Median Improvements. A bid was received from Martam Construction, Inc., in the amount of \$1,037,115. Thereafter, Erickson made a motion, seconded by Weiner, to approve the bid as submitted contingent upon the review and approval of the City Engineer, Novotny & Associates. The motion carried by a unanimous roll call vote.

33. Bid tabulations for the State Route Pavement Maintenance were returned. Bids were received from Crowley-Sheppard Asphalt, Inc. in the amount of \$119,750, Central Blacktop Co., Inc. in the amount of \$110,370. Thereafter, Lovero made a motion, seconded by Phelan, to concur and approve the lowest bidder, contingent upon the review and approval of the City Engineer, Novotny & Associates. The motion carried by a unanimous roll call vote.
34. Bid tabulations for the 2008 Alley Improvements were returned. Bids were received from Schroeder & Schroeder, Inc. in the amount of \$977,772.45, Triggs Construction, Inc. in the amount of \$984,380.25, A Lamp Concrete Contractors in the amount of \$963,530.60, G&M Cement Construction in the amount of \$1,078,566.40, and Kings Point General Cement in the amount of \$882,250.50. Thereafter, Lovero made a motion, seconded by Skryd, to concur and approve the lowest bidder, contingent upon the review and approval of the City Engineer, Novotny & Associates. The motion carried by a unanimous roll call vote.
35. Chapman made a motion, seconded by Lovero, to suspend the rules and bring forth item J-15. The motion carried. J-15 is a communication from the Public Works director regarding a service request from Morton West. After discussion, Lovero made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by the following roll call: Yeas: Ramos, Weiner, Skryd, Day, Phelan, Lovero, Erickson. Nays: Chapman.
36. The Law department submitted an ordinance entitled:

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING SINGLE HOUSEKEEPING UNITS

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

37. The Law department regarding a pending litigation. Thereafter, Chapman made a motion, seconded by Weiner, to refer the matter back to the Zoning Board of Appeals per discussion in closed Committee of the Whole with fees to be waived. The motion carried by a unanimous roll call vote.
38. The Fire Chief submitted a Resolution of Governing Body Extract of Minutes for the financing agreement for the purchase of the new Fire Engine. Thereafter, Lovero made a motion, seconded by Skryd, to concur and adopt

the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

39. The Director of Information Technology submitted a request to retire the old telephone equipment. Thereafter, Skryd made a motion, seconded by Chapman, to concur and refer the matter to the Finance department. The motion carried by a voice vote.
40. The Fleet Maintenance department submitted a request to scrape 1995 Fords Areostar, Unit #152. Thereafter, Skryd made a motion, seconded by Chapman, to refer the matter to the Finance director. The motion carried by a voice vote.
41. Erickson made a motion, seconded by Weiner, to suspend the rules and bring forth item K-1 from the Consent Agenda. The motion carried by a voice vote. Item K-1 is a communication from Alderman Erickson regarding a request for a handicap sign for Jose Ramirez, 1230 Wesley. After discussion, Erickson made a motion, seconded by Weiner, to defer for two weeks. The motion carried by a voice vote.
42. Consent Agenda, K-2 through K-16 were submitted.
 - K-2 Budget Chairman submitted payroll for May 14, 2008, in the amount Of \$876,490.40
 - K-3 Budget Chairman submitted payables for May 27, 2008 in the amount Of \$353,594.35
 - K-4 Weiner-handicap sign request for C.Diaz-Restrepo, 6945 Riverside-Approve
 - K-5 Weiner-handicap sign request for M. Suba, 2948 Wisconsin-Approve
 - K-6 Day-handicap sign request for C. Turner, 1828 Cuyler-Approve
 - K-7 Day-handicap request for L. Hannigan, 1324 Harvey-Approve
 - K-8 Ramos-handicap sign request for H. Hillman, 3545 Harvey-Approve
 - K-9 Skryd-handicap sign request S. Caputo, 2717 Cuyler-Approve
 - K-10 BPD-street closure-rededication-fountain-Mraz Park
 - K-11 Sokol-Tag & Candy days-May 30th and 31st
 - K-12 SBC Shoe Corp.-Sidewalk sale-May 29-June 1,2008
 - K-13 Block party-6600-6800 Roosevelt Rd. August 23rd rain date August 24th
 - K-14 Block party-2900 Maple-July 4th -rain date July 6th
 - K-15 Block party-1900 Harvey-July 4th -rain date July 5th
 - K-16 Alley Garage Sale-3200 Maple-May 31, 2008

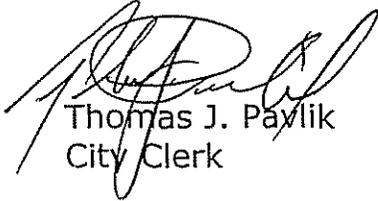
Lovero made a motion seconded by Skryd to concur and approve by Omnibus Vote Designation. The motion carried by a voice vote.

43. The Mayor called a Committee of the Whole meeting for Tuesday,

June 10, 2008 at 6:00 p.m. for referrals

44. There being no further business to come before the meeting, same was, after a motion by Phelan, seconded by Skryd, to adjourn at the hour of 10:35 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Paylik
City Clerk

MINUTES
COMMITTEE OF THE WHOLE
MAY 27, 2008

1. The Committee of the Whole was called to order by Mayor Michael A. O'Connor at 6:07 p.m. Upon the call of the roll, the following responded present: Ramos, Weiner, Skryd, Day, Lovero. Absent: Chapman, Phelan, Erickson.
2. Skryd made a motion, seconded by Weiner, to close the Committee of the Whole at 6:07 p.m. The motion carried by a voice vote.
3. The open portion of the Committee of the Whole resumed at 7:34 p.m. Aldermen: Chapman, Phelan, and Erickson now present. The Mayor recognized Stephanie Walker, Finance Department Consultant, who introduced Kaul Lefief, of the New World System. Mr. Lefief gave a presentation on the software, see attached power point, along with memo from the Finance department, which included a standard software license and service agreement. After the presentation, various questions were taken from the Council members regarding applications and other municipalities that use the software.
 - Alderman Day questioned if the IT Server can handle, answer, yes but would require the purchase of new Servers to handle the software.
 - Alderman Day asked if this was in the cost, IT Director Jim Frank answered, no, this would require additional purchase of new Servers.
 - Questions on amending the agreement, pages 10 and 26 were amended. Stephanie Walker reviewed changes in the agreement.
 - Alderman Chapman questioned if this would interface with Kronos, answer, yes, it will work with the payroll system and questioned if it will work with Collector's office and parking adjudication, answer, no, it will not run at this time with the software.
 - Alderman Weiner questioned the price, answer, \$349,787 and questioned if the Finance was looking for approval up to that amount. The Mayor stated that F-9 will be on the Council agenda. Alderman Chapman stated that she would like the matter deferred.
4. The Mayor introduced Collector, Debi Suchy and Commander Claudio Paullucci regarding the visitor parking passes, see attached memo. Suchy explained that these would be individual one-day permits issued to the resident for their use and the use of visitors for a 24 hour period, defining 1 day, as a 24 hour period. Suchy proposed that residents may purchase individual visitors passes in books of 15 for between \$5 and \$10 dollars. After discussion, the Mayor ask for a consensus in moving forward enabling

the Collector's office to order in time for June 30th, consensus in favor, Ramos, Weiner, Skryd, Day, Erickson. Nay: Phelan. No vote entered at this time: Chapman and Lovero. Discussion continued on the possibility of including Care Giver passes as part of the program.

5. Automated Vending Machines proposed Ordinance, see attached proposed ordinance supplied by the Collector regarding Red Box DVD rental machines outside of buildings. The Mayor took a consensus to have an ordinance to regulate, consensus with Weiner, Day, Lovero, Erickson, in favor, Chapman, Ramos, Skryd, Phelan, against. Thereafter, the Mayor broke the tie in favor and suggested the ordinance limit to only 2 licenses.
6. Multi-Unit Housing-The Mayor recognized Dawn Rinehart, who reported on letters being sent out to all landlords, see attached memo regarding rental operation license information and regarding salary range for inspector, salary range for part-time officer, administrative expenses, and projected revenues. Aldermen questioned benefits for inspectors and PD officer. Ms. Rinehart stated, it was included in the memo for 1 full and 1 part-time with benefits at \$12,000.
7. There being no further business to come before the meeting, same was, after a motion by Skryd, seconded by Erickson, to adjourn at the hour of 8:55 p.m.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

Section D

Bid Openings – Tabulations

Section E

Berwyn Development Corp.
Berwyn Township/Health District



June 6, 2008

Mayor Michael O' Connor
Members of the Berwyn City Council
Berwyn City Hall
6700 W. 26th Street
Berwyn, IL 60402

Re: Request for Commercial Loan Approval – Garv's Inn

Honorable Mayor & Council:

On May 8, 2008, the Berwyn Development Corporation Commercial Loan Committee provided preliminary approval of the Garv's Inn loan application which would be used to: 1) make the needed repairs to the structure in order to bring up to code and 2) facilitate the purchase of the site. A primary loan by a local bank has been pre-approved with conditions which would cover the larger loan (70% of appraised value) to purchase the site.

The recommended loan amount is \$70,000.00 amortized over a twenty year period ballooning every five years at a floating interest rate of prime plus two percent. \$35,000 would be used for needed renovations and \$35,000 would be used for purchasing the renovated building. Stipulations on the approval include: loan contingent upon execution of required note, personal guarantee and equipment lien to secure the debt; applicant will be required to provide a letter from primary lender providing evidence that they have received the primary loan, BDC funds to stay in escrow during construction and be used first for needed repairs, and approval of city permits. The BDC Board of Directors agreed with the Commercial Loan Committee recommendation at its June 3, 2008 meeting.

We would appreciate your consideration of this commercial loan application, contingent upon execution of the required note, personal guarantee, equipment lien to secure the debt, and stipulations outlined above.

Respectfully,

Anthony W. Griffin
Executive Director

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

Section F

Reports and Communications From The Mayor

F-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/10/08

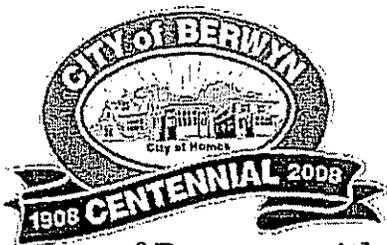
Deferred Communication

Agenda Item F-1 is a Deferred Communication from C C Meeting dated 05/27/08 Agenda item #16

FROM MAYOR

Re: APPT-H.R. DIR, ASST FIRE CHIEF, DIR OF COMMUNITY OUTREACH, DIR OF COMMUNI
DEVELOPMENT, GRANT ADMINISTRATOR/COMMUNITY DEVELOPMENT

The City of Berwyn



Michael A. O'Connor
Mayor

F-37

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660
www.berwyn-il.gov

ITEM NO. 23
DATE MAY 13 2008

Fax (708) 788-2567
Refer

ITEM NO. 16
DATE MAY 27 2008

DISPOSITION
Refer

May 9, 2008

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

Re: Appointment of Director of Human Resources

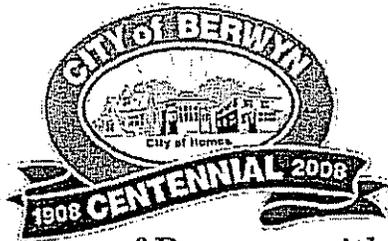
Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Pat Segel to the position of Director of Human Resources. Your approval would be appreciated.

Sincerely,

Michael O'Connor
Mayor

The City of Berwyn



Michael A. O'Connor

Mayor

F-38

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660
www.berwyn-il.gov

ITEM NO. 23
DATE MAY 13 2008
DISPOSITION *Seifer*

ITEM NO. 16
DATE MAY 27 2008
DISPOSITION *Seifer*

May 9, 2008

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

Re: Appointment of Assistant Fire Chief

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Frank Simek to the position of Assistant Fire Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor

Michael O'Connor
Mayor

The City of Berwyn



Michael A. O'Connor

Mayor

F-39

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660
www.berwyn-il.gov

ITEM NO. 23

DATE MAY 13 2008

DISPOSITION Hajer

ITEM NO. 16

DATE MAY 27 2008

DISPOSITION Hajer

May 9, 2008

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

Re: Appointment of Director of Community Outreach

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Jeanmarie Hajer to the position of Director of Community Outreach. Your approval would be appreciated.

Sincerely,

Michael O'Connor
Mayor

The City of Berwyn



Michael A. O'Connor

Mayor 23

ITEM NO. _____

DATE MAY 13 2008

DISPOSITION _____

ITEM NO. 16

DATE MAY 27 2008

DISPOSITION _____

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

F-40

May 9, 2008

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

Re: Appointment of Director of Community Development

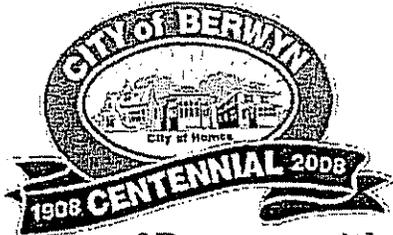
Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Robert Dwan to the position of Director of Community Development. Your approval would be appreciated.

Sincerely,

Michael O'Connor
Mayor

The City of Berwyn



Michael A. O'Connor

Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2667 www.berwyn-il.gov

ITEM NO. 23

DATE MAY 13 2008

DISPOSITION Keifer

ITEM NO. 16

DATE MAY 27 2008

DISPOSITION Keifer

F-41

May 9, 2008

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

Re: Appointment of Grant Administrator/Community Development

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Dawn Rinehart to the position of Grant Administrator/Community Development. Your approval would be appreciated.

Sincerely,

Michael O'Connor
Mayor

F-2

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/10/08

Deferred Communication

Agenda Item F-2 is a Deferred Communication from C C Meeting dated 05/27/08 Agenda item #18

FROM MAYOR

Re: APPOINTMENT OF FINANCE DIRECTOR JOHN WYSOCKI

The City of Berwyn

F-5



A Century of Progress with Pride

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

Michael A. O'Connor
Mayor

ITEM NO. 18
 DATE MAY 27 2008
 DISPOSITION Keper

May 22, 2008

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

Re: Appointment of Finance Director John Wysocki

Ladies and Gentlemen:

I have decided to appoint John Wysocki to the position of Finance Director.
Your approval will be appreciated.

Sincerely,

Michael A. O'Connor
Mayor

Pat Segel
Human Resources Director
City of Berwyn
6700 W. 26th Street
Berwyn, IL

March 14, 2008

Dear Pat,

I wish to be considered for the Finance Director's position for the City of Berwyn, Illinois. For the past ten years, I have held management positions in public accounting with Crowe Chizek and Company LLC, one of the ten largest accounting firms in the country, working almost exclusively on governmental and not-for-profit audit and consulting projects. My clients have included numerous Illinois municipalities such as the Villages of Grayslake, Stickney, Brookfield, Glendale Heights, Elmwood Park, Bridgeview, and the City of Calumet City (just to name a few), along with school districts, townships, community colleges, a university, transit agencies and state agencies.

In addition to experience in public accounting, I have been a controller of a small bank and an operations department manager in a large pension fund. I also have internal audit experience. I am a CPA and have a MBA from DePaul University and BBA from Loyola University.

I have extensive leadership experience having successfully run a 10,000 hour multi-faceted audit of a major university in which I coordinated staff from several Crowe offices as well as a subcontractor firm. I have also published articles on coaching and mentoring in national newsletters.

If you find my qualification of interest and would like to arrange for a personal interview, please contact me a _____ or at my cell phone number of _____. Thank you for your consideration.

Sincerely,

John Wysocki

John Wysocki

Career Highlights

- Executive in charge of running a 10,000 hour audit of a major university, supervising and coordinating the work of 15 auditors, including subcontractors, over an eight month period
- Responsible for all aspects of governmental and not-for-profit audit engagements including scheduling, staff training and development, workpaper review, business development, report preparation and review, and building and maintaining client relationships
- Audit and consulting clients include municipalities, community colleges, universities, transit agencies, school districts, townships, state agencies, pension funds, and libraries
- Assisted two municipalities to be among the first in Illinois to early implement Governmental Accounting Standards Board (GASB) Statement #34
- Developed and conducted an internal training course for new supervisors
- Conducted three day training session for in-charge auditors on accounting and auditing standards
- Published articles on mentoring and coaching in the CPA Letter (a national publication of the American Institute of Certified Public Accountants)
- Prepared comprehensive annual financial reports which have been awarded the Government Finance Officers Association and the Association of School Business Officials' Certificates of Excellence in Financial Reporting
- Gave a presentation on internal controls at the Illinois Municipal Treasurer's Association annual conference and spoke on management and leadership skills at the Illinois Association of County Auditors meeting.
- Established internal controls, performance measurements and quality standards in the receipts processing department of a major pension fund
- Served as a key member of the team that lead a company-wide reorganization of a major pension fund and went on to direct a newly created 23 person operations department
- Experience as a bank controller and internal auditor

Education and Certification

Masters Degree in Business Administration from **DePaul University of Chicago** - 1989

Bachelors Degree in Business Administration, Magna Cum Laude, from **Loyola University of Chicago** with a major in Public Accounting and minor in Political Science - 1984

Certified Public Accountant - 1984

Work History

Crowe Chizek and Company LLC (PTW & Co. prior to 1/05 merger)- 1998 – 3/2008
Executive in the Public Sector Service group of the eighth largest CPA firm in the country. Specialize in governmental auditing and consulting.

Board of Pension and Health Benefits of the United Methodist Church - 1991-1997
Director of the Collections & Disbursements Department of this \$10 billion pension and health benefits fund. Also, held positions in the internal audit and treasury departments.

Evanston Bank - 1989 - 1991
Controller of this small bank responsible for all aspects of accounting and financial reporting.

Skokie Federal Savings - 1987-1989
Senior Internal Auditor for this \$1 billion savings and loan.

Pandolfi, Topolski, Weiss & Co . - 1984-1987
Auditor for this small public accounting firm specializing in governmental, not-for-profit, and credit union clients.

Memberships and Continuing Education

Member of:

American Institute of Certified Public Accountants
Illinois CPA Society

Attended numerous seminars on leadership including:

the Worldwide Lessons in Leadership Conference
the Franklin Covey Symposium
7 Habits of Highly Effective People seminar
seminars conducted by noted business authors Stephen Covey and Ken Blanchard

F-3
The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

June 5, 2008

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

Re: Job functions of appointed positions

Ladies and Gentlemen:

Please find attached the job functions for the position of Finance Director, Human Resources Director, Director of Community Outreach, Assistant Fire Chief, Administrative Assistant to the Mayor and the Director of Neighborhood Affairs. Please refer to the Law Department for the amendment to our ordinance.

Sincerely,

Michael A. O'Connor
Mayor

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

City of Berwyn Job Functions

Grants Administrator/Community Development

The function of Grants Administrator for CDBG is primarily to monitor the distribution of the grant that is received from HUD according to all of the federally mandated guidelines as established by HUD. This requires the Grants Administrator to have a thorough knowledge of the current projects that are part of the Action Plan, as well as developing an awareness of the communities needs for future Action Plans as well as what will be required for the next five year Consolidated Plan. The Grants Administrator must also be a willing participant in the hearing process and interact with the sub-grantees on an ongoing basis that monitors their input. Knowledge of the HUD's IDIS system of recording keeping is also required so that all timely reports maybe generated as required.

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

City of Berwyn Job Functions

Director of Community Development

To oversee the administration of the Department Community Development as well as oversee the distribution of the annual CDBG grant funds. Including but not limited to the creating on an annual basis the HUD required Action Plan and the year end CAPER. The director must oversee the HUD approved Blight inspection program for the low-mod areas of the City of Berwyn and the implementation of the single family rehab program.

City of Berwyn
Community Outreach Function:

The function of the Community Outreach program involves establishing ways for citizens to become more actively involved in their community by opening up communication between City Departments, City staff and citizens. This will be accomplished through establishing programs within the city by working with departments, agencies and staff that involve the citizens. Holding Citizen meetings, events and different venues of communication will be utilized to reach the citizens. The Outreach department will investigate and research citizens' suggestions and concerns, and respond to all inquiries.

The Community Outreach will assist in planning, organizing, and directing activities and programs that will include the citizens of the community, business leaders and officials.

BERWYN FIRE DEPARTMENT

Job Description: Fire Department Staff

Job Title: Assistant Fire Chief

Nature of Work-

The Assistant Fire Chief assists the Fire Chief with organizing and direction of all Fire Department operations. The Assistant Chief is responsible to the Fire Chief for the conduct, efficiency, and activities of the Fire Department personnel on a daily basis. Each Deputy Chief is responsible to the Assistant Chief for the efficient operation of his platoon. The Assistant Fire Chief exercises the duties and assumes the responsibilities of the Fire Chief during times when the Fire Chief is unavailable.

Other duties included:

- Formulate, disseminate, and implement Department policies, procedures, and guidelines
- Reviews personnel actions, personnel complaints, and recommends personnel actions to the Fire Chief
- Oversees operations of the Fire Prevention Bureau
- Consults with the Training Officer on a daily basis and reviews training schedules and operations
- Assist the Fire Chief with budget implementation and participates in forecast of future budgets
- Assist the Fire Chief with administrative procedures
- Attend required meetings such as Mutual Aid, disaster planning, operations, etc.
- Is subject to be on call at all times to assist or manage emergency operations
- Oversees construction and repairs of all Fire stations
- Assists the Fire Chief with development of departmental goals, strategic, and operational plans
- Prepares and directs the execution of daily, weekly, and monthly work schedules
- Assists with public education and awareness
- Participates with mutual aid fire protection plans and training exercises
- Assist with pre-planning of emergencies
- Shall work in close relationship with the Building Department and all other code enforcing agencies
- Shall deal effectively, courteously, and tactfully with the public and employees
- Implement Safety Officer duties to help prevent injuries
- Researches and plans activities, making recommendations for changes in operations
- Researches new ideas and technology in the Fire Service

CITY OF BERWYN
JOB DESCRIPTION

<u>Position Title:</u>	Director of Human Resources
<u>Reports to:</u>	Mayor
<u>Department:</u>	Human Resources

Primary Purpose:

Plans, manages, oversees and directs the operations of the Human Resources department, which includes recruitment, labor relations, workers compensation, classification and compensation, benefits administration, specialized training and to provide complex staff assistance to management and City Council.

Key Accountabilities

1. Ensures that all policies and practices comply with federal, state and local laws and regulations and provide consistent implementation and enforcement..
2. Oversees recruitment of qualified personnel and provides new employee orientation.
3. Counsels employees and managers; initiates, conducts and/or oversees investigations relative to disciplinary actions and complaints for City departments.
4. Serves as a member of union contract negotiation team by assisting with formulation and recommendation of collective bargaining policies to be reviewed by the Mayor and City Council. Does all research connected with collective bargaining negotiations.
5. Manages the City's benefit programs, oversees new enrollment and benefit processing, changes and terminations.
6. Assists employees in all issues including interpersonal, compensation and benefit issues by performing day-to-day employee relations activities.
7. Responds to all inquiries related to job openings and proper application procedures.
8. Conducts a variety of organizational studies, investigations resulting in recommendations for modification to personnel programs, policies and procedures as appropriate.
9. Evaluates the City's compensation program and makes recommendations so as to keep our compensation competitive with other municipalities.

10. Designs performance evaluation system for selected departments and provides appropriate training related to implementation.
11. Evaluates and recommends employee benefit modifications or new programs, with an annual review of all current benefits for cost effectiveness.
12. Prepared departmental budget annually and assists managers with portions of their budget preparation.
13. Responsible for all human resources related federal, state and local reporting requirements.
13. Handles all workers compensation claim management and case management of individual work-related claims.
14. Researches and recommends policies in connection with applicable state and federal guidelines.
15. Implements and oversees Kronos Timekeeping System, in conjunction with payroll.

Position Requirements:

Formal Education: - Bachelors degree in human resources or related field. Masters degree preferable.

Previous Work Experience: - Minimum of 10 years in a human resources management position.

Certifications: - SPHR certification required.

Equipment Knowledge: - Must be computer literate and able to perform all data management activities related to human resources.



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

Director of Human Resources

228.09 (?)

Establishment: appointment. There is hereby established the office of Director of Human Resources. The Director of Human Resources shall be appointed by the Mayor, by and with advise and consent of Council.

The Director of Human Resources, subject to management approval, shall plan, control and organize all activities of the Human Resources Department and human resources activities such as employment, compensation, benefits, employee records, government reporting, employee development and training, performance management, policy development and administration, employee relations.

(b) Duties generally,

- Research, development, interpretation and administration of human resources policies and procedures; stays current on local, state and federal legislation affecting public sector labor law; helps oversee and provides counsel and assistance regarding employee relations and organizational matters, including performance evaluations, corrective actions, grievance investigations, labor contract negotiation preparation, including the preparation of cost analysis on negotiation proposals, administers labor agreements, workers compensation, classification and compensation plans.
- Conducts investigations relative to complaints of discrimination or harassment, identifies and resolves staff deficiencies; provides assistance and guidance to departments regarding disciplinary actions and termination procedures.
- Serves as technical resource to City Council and Mayor.

City of Berwyn
Department of Neighborhood Affairs Function:

The Department of neighborhood Affairs is responsible for the enforcement of the City of Berwyn Codes securing resident health and safety. It performs inspections regarding public nuisance complaints, such as weeds, high grass, peeling paint, house and garage disrepair, debris, etc. These public nuisance complaints are followed up with form letters, final notices, violation citations and possible court action. This department also conducts team inspections of dangerous and unsanitary buildings with the Police, Fire and Health Departments.

City of Berwyn
Job Functions

Director of Neighborhood Affairs

Principal Duties and Responsibilities:

- 1) Formulates and implements programs and policies regarding blight and compliance inspections; Provides administrative planning, coordination, direction, and review of Building Department operations and personnel.
- 2) Supervises Blight and Compliance Inspectors regarding enforcement of city ordinances and codes.
- 3) Supervises and coordinates Zoning infractions in reference to illegal apartments.
- 4) Represents the City of Berwyn in Local Ordinance Court; Processes and recommends fines and additional actions to be taken for violations.
- 5) Responds to all inquiries and concerns from all entities concerning policies, procedures, ordinances, codes, enforcement and adjudication; Attend meetings and supply technical information and advice to officials from other organizations, other City Departments, City Council and the general public as requested.
- 6) Perform building inspections as needed in conjunction with other departments including Police, Fire, Public Works, Health, Etc.
- 7) Contracts and coordinates all rodent abatement policies and procedures for the City of Berwyn including all city owned buildings.
- 8) Forecasts operational needs, department costs, and prepares the Building Department budget in conjunction with the Building Director.
- 9) Tracks and processes orders lawn service for unoccupied properties; Orders board up for structures which are in disrepair or have been damaged by fire or any other cause in order to protect the public; Works in conjunction with the Building Director to condemn and demolish unsafe structures; forward information to collector for billing to property owners
- 10) Prepare, review and submit all necessary information, records, files and reports concerning the Department of Neighborhood Affairs; Maintain and update the Building Department data system
- 11) Perform additional duties within the above scope as required or deemed necessary to accommodate departmental as well as residential needs



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

Administrative Assistant (To the Mayor's Department)

Chapter 223 ?

- (a) Establishment: Appointment. There is hereby established an executive position of the Municipal government, to be known as the Administrative Assistant to the Mayor. He or she shall be appointed by the Mayor, by and with the advice and consent of Council.
- (b) Duties Generally. All day to day operations within the Office of the Mayor including but not limited to the management of all concerns, questions and complaints of residents, building of relationships with all utility organizations servicing the City, organization, investigation and/or administration of any projects assigned by the Mayor.

CITY OF BERWYN
JOB DESCRIPTION

<u>Position Title:</u>	Finance Director
<u>Reports to:</u>	Mayor
<u>Department:</u>	Finance

Primary Purpose:

Performs a variety of complex supervisory, professional administrative and technical accounting and finance functions in maintaining the fiscal records and systems of the City under the general direction of the Mayor.

Principal Duties and Responsibilities:

1. Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; reviews progress and directs changes as needed.
2. Provides leadership and direction in the development of short and long range plans; gathers interprets; and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
3. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal management of funds, personnel, materials, facilities and time.
4. Determines work procedures; studies and standardizes procedures to improve efficiency and effectiveness of operations.
5. Prepares a variety of studies, reports and related information for decision making purposes.
6. Serves as chief financial advisor to the City of Berwyn.
7. Establishes and maintains internal control procedures and assures that state and national standard accounting procedures are maintained. Oversees the collection of taxes and other receipts in accordance with laws and regulations.
8. Develops financial studies and plans. Forecasts, estimates, and monitors the financial condition of the City to assure the fiscal well being of the City.
9. Prepares financial reports, preparation of annual levy and appropriations ordinance.
10. Coordinates budget preparation and execution under the Mayor's supervision.

11. Oversees the preparation of state and Federal Reports, including tax reports.
12. Assists in the management and reporting of the City's Tax Increment Finance Districts (TIF).
13. Establishes and maintains records needed for bond payments, fiscal agent and related redemption ledgers.
14. Responsible for the supervision of the payroll function.
15. Prepares periodic financial, statistical or operational reports as assigned.

Position Requirements:

Formal Education: - Graduation from an accredited four-year college or university with a degree in accounting or finance related field.

Previous Work Experience: CPA and not less than five years experience and specialization in governmental accounting.

Technical or Specialized Knowledge: - Considerable knowledge of modern governmental accounting theory, principles and practices; knowledge of internal control procedures and management information systems; knowledge of office automation and computerized financial applications; knowledge of public finance and fiscal planning; knowledge of payroll and accounts payable functions; working knowledge of budgetary, accounting and reporting systems and CAFR preparation and compliance with GAAP, GFOA and GASB principles.

Certifications: - Certified Public Accountant



We Serve and Protect

F-4

BERWYN POLICE DEPARTMENT



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

June 3, 2008

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

RE: Resolution for Juvenile Assistance Grant 2006

Ladies and Gentlemen:

Enclosed please find a Resolution which needs to be passed for the Berwyn Police Department to receive funds under the Cook County Federal Fiscal Year 2006 Juvenile Assistance Grant (JAG) in the amount of \$9,160.00.

Thank you for your consideration.

Respectfully,

William R. Kushner
Chief of Police

WRK/md

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

RESOLUTION NO. _____

WHEREAS, Cook County has received Federal Grants Funds to be distributed as Local Law Enforcement Block Grants; and

WHEREAS, Cook County President Todd Stroger and the Cook County Board of Commissioners have informed the City of Berwyn that we are eligible to receive a Cook County Federal Fiscal Year 2006 Justice Assistance Grant (JAG); and

WHEREAS, the City of Berwyn Police Department has prepared and submitted a grant application for the development of programs to address law enforcement's efforts to deter youth from gangs, drug use, violence and crime within the City of Berwyn.

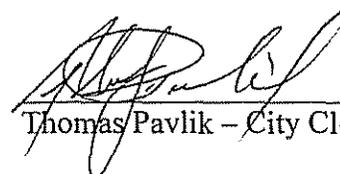
NOW, THEREFORE, be it resolved that the Mayor and the Aldermen of the City of Berwyn approve the submission of the grant application for Cook County's Federal Fiscal Year 2005 JAG Grant in the amount of \$9,160.00

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the application and do all things necessary to ensure the successful application for the above mentioned grant funds, and the City Clerk to attest to his signature.

Entered upon the records of the City of Berwyn this ___ day of _____, 2008.


Michael A. O'Connor - Mayor

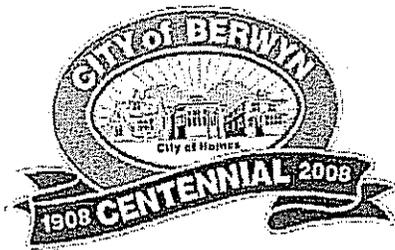
Attest:


Thomas Pavlik - City Clerk

Section G

Reports and Communications From The City Clerk

6-1
Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

June 10, 2008

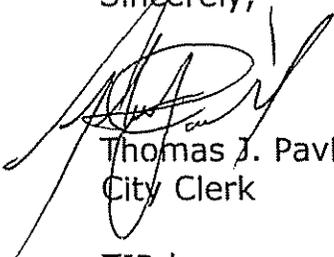
Mayor Michael A. O'Connor
And Members of the Berwyn City Council
6700 W. 26th St.
Berwyn, Illinois 60402

Re: Prevailing Wage Ordinance

Attached, I submit for your perusal, the 2008 Prevailing Wage Ordinance "an act regulating wages of laborers, mechanics and other workers employed in any public works by the City of Berwyn or any public body or any political subdivision or by anyone under contract for public works."

Upon adoption, the Notice of Adoption will be published in a local newspaper with the cost being shared by the Health, Town and City.

Sincerely,



Thomas J. Pavlik
City Clerk

TJP:ips

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ADOPTING THE PREVAILING
WAGE STANDARDS FOR THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS**

MICHAEL A. O'CONNOR, Mayor
TOM PAVLIK, Clerk
GERARD "GARY" PATER, Treasurer

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

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE PREVAILING
WAGE STANDARDS FOR THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS**

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/1 *et seq.* (the "Act"); and

WHEREAS, the Act requires that the City of Berwyn investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of said City of Berwyn employed in performing construction of public works, for said City 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 its home rule powers as follows:

SECTION 1: To the extent and as required by the Prevailing Wage Act, the general prevailing rates of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Berwyn is hereby ascertained to be the same as the prevailing rates of wages for construction working the Cook County area, as determined by the Department of Labor of the State of Illinois as of June of the current year (*See Exhibit "A"*). The definition of any terms appearing in this ordinance which are also used in the Act shall be the same as in the Act.

As required by the Act, any and all revisions of the prevailing rates of wages by the Department of Labor of the State of Illinois shall supersede the Department's June construction

undertaken by the City of Berwyn. The definition of any terms appearing in the ordinance which area also used in the Act shall be the same as in the Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rates of wages as herein ascertained to any work or employment except public works construction undertaken of the City of Berwyn to the extent required by the Act.

SECTION 3: The City Clerk shall publicly post this determination or any revisions of such prevailing rate of wages, and keep it available for inspection at the City Hall by any interested party. A copy of the determination or of the currently revised determination of the prevailing rates of wages then in effect shall be attached to all contract specifications.

SECTION 4: The City Clerk shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed their names and addressed and have requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The City Clerk shall promptly file a certified copy of this ordinance with the Honorable Jesse White, Secretary of State of Illinois, Index Department 111 East Monroe Street, Springfield, IL 62706 and with the Illinois Department of Labor, Fair Labor Standards Division, One West Old State Capitol Plaza, Room 300, Springfield, IL 62701.

SECTION 6: Within thirty (30) days after the filing with the Secretary of State, the City Clerk shall cause a notice to be published in a newspaper of general circulation within the City stating:

SECTION 7: 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 8: All ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 9: 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 June, 2008, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on June _____, 2008.

Michael O'Connor
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

PUBLIC NOTICE OF ADOPTION OF
PREVAILING WAGE STANDARDS

PLEASE TAKE NOTICE that on _____, 2008, the Mayor and City Council of the City of Berwyn, Cook County, Illinois, adopted Ordinance No. _____, determining prevailing wages pursuant to 820 ILCS 13/1 *et seq*, which determination is now effective.

(Date of Publication)

Published by Order of the Mayor and City Council of the City of Berwyn.

Thomas J. Pavlik
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, THOMAS J. PAVLIK, DO HEREBY CERTIFY that I am the duly qualified and elected Clerk of the City of Berwyn, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the City of Berwyn, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of Ordinance No. _____, "AN ORDINANCE ADOPTING THE PREVAILING WAGE STANDARDS IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS," adopted and approved by the Mayor and City Council of the City of Berwyn, Illinois on June _____, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the City of Berwyn, Cook County, Illinois this _____ day of June, 2008.

THOMAS J. PAVLIK
City Clerk
City of Berwyn
Cook County, Illinois

Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

Date: June 6, 2008

To: Mayor and City Council

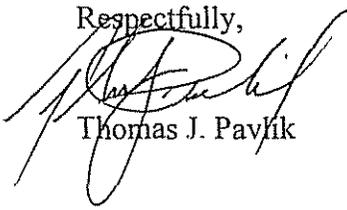
From: City Clerk, Tom Pavlik

Re: Village of Oak Park Resolution Commemorating Berwyn Centennial

Ladies and Gentlemen,

Attached you will find a Resolution from Village President, David G. Pope, the Board of Trustees of the Village of Oak Park and my dearest friend and colleague, Clerk Sandra Sokol, honoring the City of Berwyn on our Centennial. Please accept as informational, with heartfelt thanks to our great neighbors to the North.

Respectfully,


Thomas J. Pavlik

RESOLUTION

COMMEMORATING THE CENTENNIAL OF THE CITY OF BERWYN

WHEREAS, the Village of Oak Park wishes to acknowledge our fine neighbor to the south as it honors this important anniversary; and

WHEREAS, in 1902, Berwyn was incorporated as a village, and on June 6, 1908, became a city; and

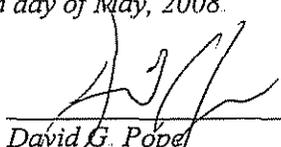
WHEREAS, the City of Berwyn started with humble beginnings, growing from farms and fields to a wellspring of architectural traditions, notably, the most significant collection of Chicago-style bungalows in the nation; and

WHEREAS, its traditionally hard-working, middle-class, mostly blue collar families have been joined by a growing population of diverse nationalities and young, professional families, including a growing gay and lesbian population as the City of Berwyn moves into the 21st century; and

WHEREAS, the City of Berwyn has big-city appeal and small-town charm, as it grows and changes to provide for its residents while preserving traditional values;

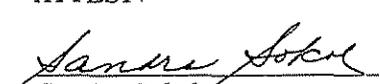
NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park that we extend our best wishes and hearty congratulations for the future to the City of Berwyn and its citizenry on the occasion of its Centennial.

ADOPTED and APPROVED this 19th day of May, 2008.



David G. Pope
Village President

ATTEST.


Sandra Sokol
Village Clerk



Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

Date: June 6, 2008

To: Mayor and Members City Council

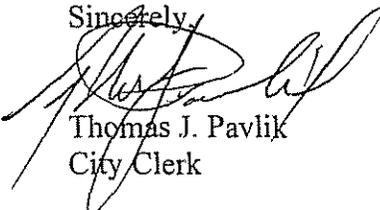
From: City Clerk Tom Pavlik

Re: Presentation of Original Certificate of Incorporation

Ladies and Gentlemen,

At this time, it's an honor and pleasure to re-dedicate the City of Berwyn Original Certificate of Incorporation dated June, 6, 1908 to the Mayor, Members of City Council and to the People of Berwyn. (See attached for a brief history and acknowledgements)

Sincerely,


Thomas J. Pavlik
City Clerk

Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

I would like to give a special thanks to Dawn Rinehart, who a little over one year ago, found the document covered in a closet at Berwyn City Hall. I would like to thank the Mayor, who after prominently displaying on his office wall, allowed me to rescue the document. Then after contacting my friend David A. Jones, Illinois State Archives Director, who suggested getting it down to Springfield as soon as possible for restoration. To his fine staff, especially Dottie Hopkins-Rehan, Senior Archival Conservator, who I watched, after granting permission to even attempt to remove the fragile document from its frame, and who then painstakingly spent over 4 months to restore the document to its present condition. Once again to Mr. Jones, who hand delivered the document, along with a digital, before and after, image on CD, back to Berwyn. To the Frame Warehouse, in Oak Park, for the conservation framing of both, the original and the digital reproduction, and to SWF Products, for the engraved plaques.

After a brief public display, the faith of this old beauty, is back into the closet or at least until the new 16th Street Fire Station is completed. Then it will be housed in the new records room in its custom case and in a fire proof cabinet. God willing, and with a little luck, perhaps some of us will be around for 125th Birthday, a few maybe be around in 2058, and to those yet to be with us, in 3058 and we pray for our future leaders, so that they may preserve not only this piece of history, but so they can preserve the history and the future of Berwyn in the next one hundred years.

Thank You.

Thomas J. Pavlik
City Clerk/Archivist
City of Berwyn

Dated: June 6, 2008

ORIGINAL CITY OF BERWYN CERTIFICATE OF INCORPORATION JUNE 6, 1908
RE-DEDICATED TO THE CITY OF BERWYN JUNE 6, 2008

IN HONOR OF BERWYN CENTENNIAL

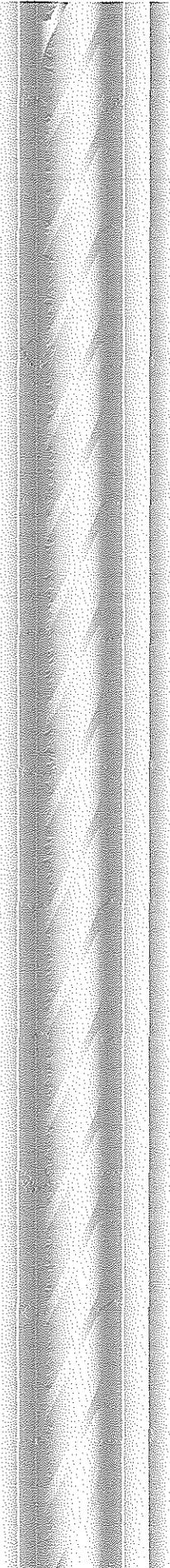
MAYOR MICHAEL A. O'CONNOR

CITY CLERK THOMAS J. PAVLIK - TREASURER GERARD "GARY" PATER

ALDERMEN: NONA N. CHAPMAN - SANTIAGO "JIM" RAMOS - MARK WEINER - MICHELE D. SKRYD

THOMAS J. DAY - MICHAEL J. PHELAN - ROBERT J. LOVERO - JOEL ERICKSON

AND TO THE CITIZENS OF BERWYN



Section H

Communications From The Zoning Board of Appeals

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/10/08

Deferred Communication

Agenda Item H-1 is a Deferred Communication from C C Meeting dated 05/27/08 Agenda Item #25

FROM ZONING BOARD OF APPEALS

Re: RESOL/ORD-KOPICKI 6901 ROOSEVELT ROAD



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

April 29, 2008

ZONING BOARD OF APPEALS

CHAIRMAN: Joel Chrastka

EXECUTIVE SECRETARY: Milton F. Persin

MEMBERS:

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

Don Miller

ITEM NO. 25

DATE MAY 13 2008

DISPOSITION Refer

ITEM NO. 25

DATE MAY 27 2008

DISPOSITION Refer

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

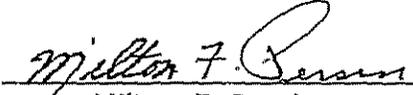
RE: Kopicki-6901 Roosevelt Road

Dear Mr. Pavlik:

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

Please present to the City Council at your earliest convenience.

Sincerely


Milton F. Persin
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

LOT 10 AND 11 IN BLOCK 11 IN GROSS OAK PARK SUBDIVISION OF BLOCKS 7, 10, 11 AND 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF.)

COMMON ADDRESS

6901 West Roosevelt Road

REQUEST BY APPLICANT

Addition to rear garage and second floor apartment addition.

APPLICANT-(Individually and Collectively)

Geroge & Dorothy Kopicki

DATE OF PUBLIC HEARING

April 15, 2008

DATE OF PUBLIC NOTICE PUBLICATION

MArch 27th, 2008, Berwyn Gazette Newspaper.

MEMBERS PRESENT

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

WHEREAS, IT IS HEREBY RESOLVED by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 15th day of April, in the year 2008, having considered all the facts presented at the Hearing of this matter;

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

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

1. Mr. Douglas R. Walega, an Architect retained by the applicant, testified as agent for the applicant's, with full authority. Mr. Kevin T. Kopicki, son of the owners, was also present and assisted the witness.

2. The witness stated that George and Dorothy Kopicki are the co-owners of the property, a one story brick building located on a lot measuring 57.50' X 125', which was purchased in the year 1984, and the family has operated a funeral business on the premises since the date of purchase. They also own the Heritage Funeral Home business at 3117 S. Oak Pak Avenue.

3. The main building and a garage type area at the rear southeast portion of the lot covers the entire lot, except for a cement area about 14' X 28' at the rear southwest portion of the lot. The garage area, which measures 24' X 20', is used as a crematorium and a basement is at the front half of the building. There presently is a reception area at the front Roosevelt side of the building, two washrooms at the west front, offices and two parlors and a lounge area, back office, work room and garage south of the reception area. The work room was previously used for embalming. The main entrance is at Roosevelt Road and there is another entrance at Kenilworth Avenue and at the rear office area onto Kenilworth Avenue. There two exits off the work room into the alley which are not open to the public.

4. The applicant's propose to construct a 24' X 14'3" frame garage at the southwest rear cement area of the lot with entrance from the alley and a service door at the west side, and a second floor addition starting at the front bearing wall of the building at Roosevelt Road, along the entire width of the building and extending back south about 47 feet with a rear open deck measuring 26' X 8'. Plans also include: (i) reducing the areas of office space on the first floor west front portion of the building; (ii) refurbishing the parlor viewing areas, increasing the size of the washrooms north of that office space; covering the front of the building with a new stone facade.; and other minor changes as needed.

5. The second floor addition will have three (3) bedrooms, living room, dining room, kitchen with breakfast area, two (2) bathrooms, walk-in closets and a utility room for the furnace, air conditioning and water heater. The present height of the building is 20 feet and will be increased to a pitched new roof to 28'-8" with a total of 30 windows.

Entrance and exit will be to a common stairway down to the first floor leading to two exits. (Mr. Walega stated that this is allowed under our Building Code). There is an existing side entrance to the adjacent building to the west which is also owned by the applicants, and a stairway leading to the basement area.

6. Mr. Kopicky stated that this is a 24 hour around the clock business and he needs a dependable person to handle the after work business calls. That is why he wants to hire a family man who he feels will be more reliable, and that is why he must make the apartment larger and more desirable to a family. The occupancy of the apartment will be part of the salary paid to this employee and Mr. Kopicky indicated that he has no intentions of renting this apartment to anyone other than such a custodian-caretaker employee. There will be no access from the second floor apartment to the first floor.

7. There is no parking on site but sufficient parking available on the streets and the present footings are more than adequate to support the second floor addition to the building. Upon questioning Mr. Kopicky stated that the apartment in the adjacent building to the west is too small to accommodate a caretaker with a family.

8. Ms Pat Fortunato, 1343 S. Wenonah Avenue, testified that she operates a Health Club business at 7117 Roosevelt Road and indicated that there were many complaints made about use of the Crematory on the premises when she was an Alderman. She has no objection to the changes to be made on the first floor of the building but the proposed second floor plans are: (i) similar to a condo; (ii) too large for a caretaker; (iii) not right for Roosevelt Road; and (iv) and lack of parking is also a problem. She objects to the second floor addition for the reasons mentioned.

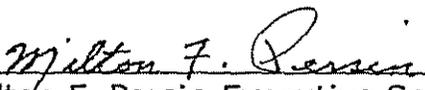
9. Mrs. Nora Laureo, the area investigator, presented a written report which is incorporated by reference in this resolution. She met at the premises with Mr. Kevin Kopicki and Douglas Walega on April 11, 2008. The applicant wishes to construct a rear garage addition and a new second floor addition of one residential apartment, about 2,015 square feet. The apartment and garage are being built for an on site caretaker-employee. The area within 300 feet of this site is commercial in nature running east and west along Roosevelt Road, with one, two and three story retail and mixed use buildings, and residential single family homes running north and south along Kenilworth Avenue.

The applicants will also redo the entire first floor of the Funeral Parlor up to the Crematory area by refurbishing the viewing parlors, office space, reception and bathroom areas. The outside facade of the building will be done in a prairie type style exterior, with a new garage addition at the rear. Mr. Kopicki feels that by creating this second floor apartment for a caretaker he will increase his business, as most funeral homes now need to be accessible 24 hours each day, 7 days a week. Mrs. Laureto voted in favor of the variations requested.

10. Messrs: Castaldo, Fejt, Persin, and Mrs. Hernandez voted in favor of granting the variations requested and Mr. Chrastka voted against granting the variations, stating that he is concerned about having only one exit to the common hallway from the apartment and no access to the Funeral Parlor below. Comments of those in favor were that Mr. Kopicki did state that he is building the apartment for use of a custodian with a family, one exit to a common hallway with more than one exit is within the code, a garage is being built for storage of the caretakers car(s); and having no direct access to the funeral home below should not be any problem as the caretaker can exit to the outside and then enter the Funeral Parlor. The final vote was 5 to 1 in favor of granting the variations requested to construct a garage at the southwest rear of the lot, a second floor apartment addition for a custodian-caretaker, and certain changes on the first floor of the Funeral Parlor, all in accordance with the testimony at the hearing and the documents presented.

This resolution was adopted on the 15th day of April, 2008.

BERWYN ZONING BOARD OF APPEALS


Milton F. Persin-Executive Secretary

VARIATION ORDINANCE #

Be it ordained by the City of Berwyn that:

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

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

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois:
The common address is 6901 W. Roosevelt Road and legally described as follows:

LOT 10 AND 11 IN BLOCK 11 IN GROSS OAK PARK SUBDIVISION OF BLOCKS 7, 10, 11 AND 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF.)

Variations as requested are granted to allow the construction of a garage and a second floor addition in accordance with the testimony at the hearing, documents presented, and the resolution.

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

Passed this _____ day of _____, _____.

Number Voting Yes: _____ Number Voting No: _____

Absent: _____ Abstain _____

Approved this _____ day of _____, _____.

ATTEST:.

Tom Pavlik- City Clerk

Michael O'Connor-Mayor



112
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

May 27, 2008

ZONING BOARD OF APPEALS

CHAIRMAN: Joel Chrastka

EXECUTIVE SECRETARY: Milton F. Persin

MEMBERS:

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

Don Miller

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

RE: Ernesto Lechuga, D/B/A Durango Custom 72, Inc.
6805 W. Ogden Avenue

Dear Mr. Pavlik:

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

Please present to the City Council at your earliest convenience.

Sincerely


Milton F. Persin
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

LOTS 14 TO 19, BOTH INCLUSIVE, IN BLOCK 20 IN BERWYN, BEING A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST 90 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS

6805 Ogden Avenue

REQUEST BY APPLICANT

Conditional Use to operate a Beauty/Hair Salon.

APPLICANT-(Individually and Collectively)

ERNESTO LECHUGA

DATE OF PUBLIC HEARING

May 20, 2008

DATE OF PUBLIC NOTICE PUBLICATION

May 1, 2008, Berwyn Gazette Newspaper.

MEMBERS PRESENT

Messrs: Castaldo, Chrastka, Fejt, Miller, Persin, and Mrs. Laureto and Hernandez.

WHEREAS, IT IS HEREBY RESOLVED by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 20th day of May, in the year 2008, having considered all the facts presented at the Hearing of this matter;

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

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

1. Mr. Ulyssis Lechuga, cousin of Mr. Ernesto Lechuga the applicant, testified as agent for the applicant, in the presence of Ernesto Lechuga and his wife Michelle.

2. He testified that the applicant has entered into a 3 year lease to lease the premises at 6805 Ogden Avenue and the lease is contingent upon approval of the requested Conditional Use. The entire parcel consists of lots 14 through 19, 6801 through 6811 Ogden Avenue, with lot 19 being the last southwesterly lot. The premises to be leased measures about 56' X 22' and is located on Lot 18. There presently is one other tenant, a Mexican Restaurant, on Lot 19. The leased area has one wall at the rear 3rd of the area with an opening between the two sections. The building is set back about 51 feet off Ogden Avenue, (about 68' according to the survey), and there is a parking area for about 27 cars at the Ogden Avenue front part of the lot. The lot is irregular in shape and measures about 124.84' from north to south and 95.91, from east to west at the building area, Lots 16 through 19, and about 94.77' from Lot 15 through a blacktop area on Lot 14, at Oak Park Avenue, a total of 190.68', and 144.94' at the south Ogden Avenue lot line.

3. They intend to do some remodeling which includes replacing the plumbing and will have four (4) work stations and will install additional wash and nail station areas. This is a one story brick building without a basement measuring about 122 feet from east to west and 46.65 feet from north to south at the east end and about 10 feet longer at the west end, and there is a blacktop pavement area on Lot 14 off Oak Park Avenue, and the main entrance to the building is from the parking lot off Ogden Avenue. The leased area has its own forced air furnace and air-conditioning. The former tenant in this leased space was a real estate office.

4. They intend to operate a Beauty Hair/Nail Salon on the premises as an Illinois Corporation named Le-Rouge Beauty Salon Corporation and D/B/A Durango Custom 72, Inc. and will obtain the proper license from the City of Berwyn.

5. They have four Beauty Technicians who have agreed to employment terms, who have a good customer base, and will start as soon as the business is open to the public. These Technicians have all received

special training and are certified by the State of Illinois as Beauty Technicians. The witness, and Mr. & Mrs. Ernesto Lechuga are not Beauty Technicians and will serve in a management capacity. They will serve both men and women, children to adults, sell beauty type products, but will not provide shaving services for men.

6. Their initial hours will be from 10:00 A.M. to 8:00 P.M. Tuesday through Friday, and 10:00 A.M. to 5:00 P.M. on Saturday and Sunday.

7. They will take appointments but also expect a good walk-in business. They will have at least three Beauty Technicians on the premises to serve the customers at all times, and the waiting room at the front of the leased premises will accommodate about 16 people. There are no special parking arrangements with the Lessor so their customers and employees all can use the parking lot at the front of the building. They will have very few deliveries as they will purchase their supplies elsewhere but any deliveries that are made will be from the front Ogden side of the building. Plans do not include a Spa at this time and the estimated cost for all the remodeling, plumbing and equipment is around \$25,000.00.

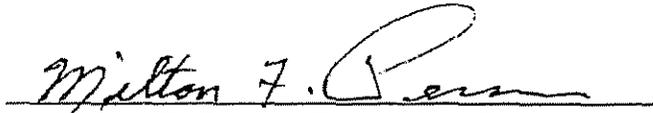
8. Mr. Miller, the area investigator, did his investigation in presence of Mr. Ernesto Lechuga on May 10th, 2008 and he distributed the notices in the area. This is a new business venture for their family and present plans include 4 hair and 2 wash stations. Mr. Miller determined that there are a total of 44 Beauty/Hair Salons licensed by the City of Berwyn, with six such businesses within this 10 block area, and six are located within 1 to 3 blocks from this proposed location. It is his opinion that there is an abundance of established Beauty/Hair Salons in this area, there is no need for any more, so he voted against granting a Conditional Use to operate a Beauty Hair/ Nail Salon at this location.

9. Mr. Castaldo and Mrs. Laureto agreed with the area investigator and voted against the Conditional Use. Mrs. Hernandez, and Messrs: Fejt, Chrastka and Persin all voted in favor of granting the Conditional Use. Comments of those in favor were that the City did eliminate the previous moratorium on such businesses; the applicants are aware of the other many similar businesses in the area; they have already established a clientele through their employee Beauty Technicians; they are willing to take the risk; and the Zoning Board should not

interfere with their right to compete in the open market. The final vote was 4 to 3 in favor of granting a Conditional Use to operate a Beauty Hair/Nail Salon on the described premises in accordance with the testimony at the hearing and the documents presented.

This resolution was approved on the 20th day of May, 2008.

BERWYN ZONING BOARD OF APPEALS


Milton F. Persin-Executive Secretary

CONDITIONAL USE ORDINANCE # _____

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Conditional Use included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon;

Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law;

Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said Conditional Use;

Whereas, the Applicant ERNESTO LECHUGA, D/B/A Durango Custom 72, Inc.

Has agreed to adhere to the Building Code of the City of Berwyn, Illinois;

Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of his & its privies, successors and assigns;

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

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois:

Common address is 6805 Ogden Avenue and legally described as follows:

LOTS 14 TO 19, BOTH INCLUSIVE, IN BLOCK 20 IN BERWYN, BEING A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST 90 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A Conditional Use is hereby granted to operate a BeautyHair/Nail Salon, in accordance with the testimony at the hearing, documents presented, and the resolution.

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

Passed this _____ day of _____, _____.

Number Voting Yes: _____ Number Voting No: _____

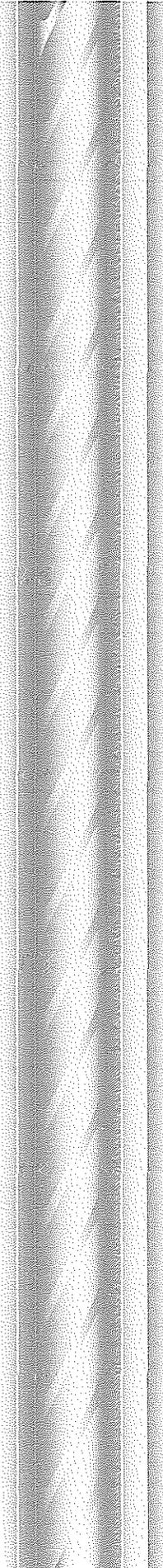
Absent: _____ Abstain _____

Approved this _____ day of _____, _____.

ATTEST:.

Tom Pavlik- City Clerk

Michael O'Connor-Mayor



Section I

Reports and Communications From Aldermen, Committees, Boards and Commissions

I-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/10/08

Deferred Communication

Agenda Item I-1 is a Deferred Communication from C C Meeting dated 05/27/08 Agenda item #26

FROM ALDERMAN SKRYD

Re: CITY COUNCIL MEETING PARLIAMENTARIAN



Michele D. Skryd
ALDERMAN FOURTH WARD
BERWYN, ILLINOIS

ITEM NO. 26
DATE MAY 27 2008
DISPOSITION Refer

1-1

May 23, 2008

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

RE: City Council Meeting Parliamentarian

Ladies and Gentlemen:

The decorum of our city council meetings are rapidly deteriorating. The city council meetings are by ordinance to follow Robert's Rules of Order. With respect to our citizens we are obligated to conform to what is socially acceptable in conduct or speech.

It would be my recommendation to allow by ordinance for a PRP, Professional Registered Parliamentarian to be hired as a consultant on parliamentary procedure at our city council meetings.

Respectfully,

Michele D. Skryd

Michele D. Skryd
4th Ward Alderman



National Association of Parliamentarians®

Guest

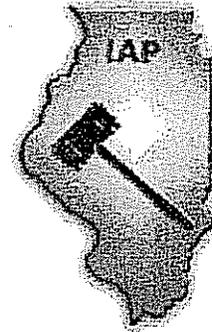
Member Login

Home

About IAP
News and Events
Membership
Contact Us

NAP Home

**Illinois Association
of Parliamentarians**
A constituent of the
National Association of Parliamentarians



About the IAP

Welcome to the Illinois Association of Parliamentarians web site. IAP is a nonprofit organization with its primary purpose to educate its members and the public about how to conduct meetings fairly and efficiently. IAP is a division of the National Association of Parliamentarians, the largest parliamentary organization worldwide.

With over 100 members throughout Illinois, IAP and its units provide opportunities for you to:

- Learn how to run a meeting effectively
- Understand why and how to keep accurate, complete, and concise minutes
- Learn what belongs in the bylaws and why it is important to follow them
- Become credentialed by the NAP

If you or your organization needs help but you don't have time to join us to learn these techniques, the National Association of Parliamentarians can provide a list of Professional Registered Parliamentarians practicing in your area. Simply fill out NAP's professional referral form.

Explore the IAP web site for more information about IAP news and events; membership; and how to contact us. Scroll down to learn more about *Robert's Rules of Order Newly Revised* and IAP's goals.

Robert's Rules of Order

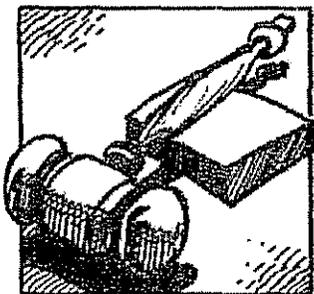
- *Robert's Rules of Order Newly Revised, current edition*, is the parliamentary authority

What is Parliamentary Procedure?

Parliamentary procedure is a set of rules which helps people work more effectively and efficiently to achieve common short-term, long term, and ongoing goals.

Parliamentary procedure balances the rights of the majority, the minority, individuals, absentees, and the organization as a whole.

Parliamentary procedure is based on sound democratic principles and respect for the dignity of the individual.



What is a PRP?

A PRP has achieved the

followed and taught by NAP, IAP and Illinois units.

- *Robert's Rules of Order Newly Revised, current edition*, applies in situations not specifically covered by the organization's rules, bylaws, and articles of incorporation as well as by local, state and federal laws.
- *Robert's Rules of Order Newly Revised, current edition*, includes guidelines for defining membership and leadership; for specifying when and where meetings will be held; for determining how decisions will be discussed, decided, and recorded; and for creating, combining, and dissolving organized societies.

Goals of the IAP

IAP's goals, as outlined in our bylaws, include

- Promoting interest in the study of parliamentary procedure
- Stimulating the democratic practice of parliamentary procedure by organizations
- Fostering the the study of parliamentary law in Illinois public and private schools
- Encouraging collaboration between unit members, members-at-large, and students of parliamentary procedure
- Increasing the number of chartered units in Illinois.
- Providing technical support
- Promoting the educational program of the National Association of Parliamentarians

designation of Professional Registered Parliamentarian from the National Association of Parliamentarians, and undergoes continuing education to maintain proficiency.

A PRP may serve as a convention parliamentarian to assist officers, boards, committees and individual members.

A PRP may serve an organization as a consultant on bylaws, rules, and other parliamentary concerns.

A PRP may instruct individuals, and teach classes, workshops, seminars or institutes on parliamentary procedure.

A PRP may professionally preside over conventions or other meetings.

PRP's may be listed with NAP for client referral.

What is an RP?

An RP has achieved the designation of Registered Parliamentarian with NAP and is on route to becoming a Professional Registered Parliamentarian.

An RP may serve an organization in many of the same capacities as can a Professional Registered Parliamentarian.

National Association of Parliamentarians®

Guest

[Search](#)[NAP Store](#)[Member Login](#)**NAP Home**

- [About NAP](#)
- [Parliamentary Procedure](#)
- [Professional Services](#)
- [NAP Online Store](#)
- [Products & Services](#)
 - [Books](#)
 - [Educational Materials](#)
 - [Meeting Toolkit](#)
 - [Group Learning](#)
 - [Distance Learning](#)
 - [Youth Partnerships](#)
 - [Classes](#)
 - [Accreditation](#)
 - [Quarterly Magazine](#)
 - [Professional Referrals](#)
 - [Resource Center](#)
- [Requests](#)
- [NAP Organization](#)
- [NAP Membership](#)
- [News](#)
- [Events](#)
- [National Parliamentarian](#)
- [Member Services](#)

Obtaining Professional Services

Obtaining the services of a professional parliamentarian is simple with the National Association of Parliamentarians' professional referral service.

Simply fill out the [request form](#) online, or call the association at (888) 627-2929, and provide your contact information as well as the geographic area in which you are located. We will provide you with a list of professional registered parliamentarians in your area who are accepting new clients.

You may then contact these professionals to discuss your needs, and select the parliamentarian who best fits your needs. Individual parliamentarians set their own schedules and fees; it is best to contact parliamentarians well ahead of time to ensure that they will be available for your meeting or convention.

If you have any questions about the referral service, contact the National Association of Parliamentarians at hq@nap2.org or (888) 627-2929.

To request a list of professional parliamentarians in your area, use the [online request form](#).

[Terms & Conditions](#) | [Privacy](#) | [Browsers](#) | [Site Map](#) | [Contact NAP](#)

Copyright © 2008 National Association of Parliamentarians



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

IM: (708) 484.Nona (6662)

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

June 5, 2008

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

SUBJECT: 2 Visitor Parking Passes Per Household @ No Charge, and free parking on Holidays

Ladies and Gentlemen,

After the Parking discussion last meeting, I have received numerous phone calls from residents about the new "sticker parking booklets" in the City of Berwyn. Most residents are concerned about the "Superzones" that are 24 hour residential parking only. Of course this means that if a friend or relative stops by any time of the day the homeowner would have to use up 1 sticker per visit. This could become quite costly if someone stops by to check on the elderly daily. I know that after speaking with Collector, Debi Suchy we will allow the resident the opportunity to pay for some kind of "Professional Services" Permits, but in all fairness we need to still provide 2 Parking Passes at No Charge per household, and then if you have more people invited to your home at a time you pay for the book of stickers.

I would also suggest that we change the Ordinance to read, that the parking enforcement rules are not enforced on Holidays.

It would be my recommendation to approve the 2 Parking Passes at No Charge per household, and the Holiday non enforcement, to Ordinance and Resolution for the drafting of an Ordinance.

We should also include "No overnight parking" citywide unless you have a City Sticker, Parking Pass, or a Sticker from a purchased Berwyn City Sticker booklet.

It would be my recommendation to send this portion to Committee of the Whole for discussion.

Nona N. Chapman
1st Ward Alderman

I-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

NONA N. CHAPMAN

First Ward Alderman

IIM: (708) 484.Nona (6662)

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

June 5, 2008
Mayor Michael A. O'Connor
Members of the Berwyn City Council
Berwyn City Hall

SUBJECT: Church Parking Passes

Ladies and Gentlemen,

It has come to my attention we should update the Ordinance #484.04 A . There should be a section "B" added to the Ordinance to allow for Church Parking similar to the "School District parking visitor passes". But for the employees of the Church. I know of 2 Churches in the First Ward that have already worked out passes with the Police Department, but we should have them in the Ordinance so that there is no confusion in the future. Ordinance #484.04 A is attached.

It would be my recommendation to approve the church Parking and send it to Ordinance and Resolution for the drafting of an Ordinance.

Nona N. Chapman
1st Ward Alderman

484.04A SCHOOL DISTRICT SPECIAL VISITOR PARKING PASS.

(a) Authority is hereby given to the Superintendent of School Districts 98, 100 and 201 to issue a special visitor parking pass identical to Exhibits B, C and D below and measure 8 1/2 inches wide and 5 1/2 inches high. The color of the special visitor parking pass must change for each new year.

(b) Each District Superintendent shall be responsible for issuing a special visitor parking pass to bona fide non-resident teachers and other employees of their respective school district. Upon request, the Superintendent shall provide the Mayor or the City Council copies of or access to the records detailing the issuance of the special visitor parking pass.

(c) The special visitor parking pass shall allow the employee to park between 6:00 a.m. to 10:00 p.m. on streets designated for "Resident Permit Parking Only."

(d) The special visitor parking pass shall allow the employee to park on either side of the streets of the block bordering the block upon which the school is located or other areas designated for school or teacher parking.

(e) Each special visitor parking pass shall be clearly identified as a City of Berwyn "School District Special Visitor Pass" for the designated district and must contain the following information:

(1) The name of the school at which the employee is employed.

(2) A security number issued by the Superintendent which relates the visitor pass to a specific employee.

(3) The amount and frequency of the fine for misuse of the special visitor parking pass.

(4) The words: "For Misuse of the Visitor Parking Permit in Violation of Berwyn's Code of Ordinances Section 484.04(i)."

(5) It is advised but not required that the acts of misuse as itemized in Section 484.04(i) be listed on the back side of the special visitor parking pass.

(f) All special visitor parking passes shall expire on December 31 of the year in which they were issued and the color of the special visitor parking pass must be changed for each new year.

(g) Passes must be displayed on the driver's side dashboard.

(h) Any person who:

(1) Provides false or misleading information to obtain the issuance of a special visitor parking pass;

(2) Sells, assigns, rents or leases any such special visitor parking pass, or charges a fee for the use thereof;

(3) Duplicates or attempts to duplicate a special visitor parking pass; or

(4) Uses a special visitor parking pass not properly issued by the District Superintendent,

shall be fined \$200 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. 06-32. Passed 7-11-06.)



Michele D. Skryd
ALDERMAN FOURTH WARD
BERWYN, ILLINOIS

June 5, 2008

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

RE: Clean City Commission – PRIDE in Berwyn is PICKING UP!

Ladies and Gentlemen:

Today, green is America's color of progress. The cost of not going green will effect not only our generation but generations to come. I receive an enormous amount of calls from our residents and businesses regarding the litter on our streets and neglect by some property owners. Many neighbors are concerned with the unsightly conditions of their neighbor's homes. The residents and business owners deserve and are demanding a cleaner city. I believe that small things can make a huge difference in our quality of life. The City of Berwyn had numerous volunteer cleanup projects for Earth Day in May. The North Berwyn Park District has asked the city to support a "Think Green" campaign which will enhance efforts to have the children educate the parents and encourage households to take incremental steps in going green. I would like to request that the City of Berwyn establish a Clean City Commission that can work hand-in-hand with the North Berwyn Park District to spread the word that PRIDE in Berwyn is PICKING UP!

There are endless project that the CCC could address:

- Adopt a Spot or a Street
- Launch a Volunteer Cleanup
- Stop illegal signs and graffiti
- Help plant more trees
- Increase number of Earth Day activities
- Enlist business support for anti-litter campaign
- Develop a "clean city" Girl Scout badge
- Have a Talking Tree visit schools
- Research grants or raise funds to purchase a high-tech sidewalk scrubbing machine

It would be my recommendation to establish a Clean City Commission and refer to legal for review of proposed attached ordinance.

Respectfully,

Michele D. Skryd
Michele D. Skryd
4th Ward Alderman

CLEAN CITY COMMISSION

ESTABLISHMENT; COMPOSITION; DUITES

BE IT RESOLVED AND ESTABLISHED BY ORDINANNACE BY THE COUNCIL OF THE CITY OF BERWYN:

1. That there is hereby created a Clean City Commission.
2. The Commission shall be composed of (15) members appointed by Council, of which four (4) members shall be from among the eligible voters within the City of Berwyn, five (5) members shall be one from each of the following schools, Freedom, Heritage, Lincoln, St. Odilo, and St. Leonards, five (5) members shall be corporate/citizens volunteers and one (1) member shall be the Director of Public Works, or his designee. The members shall serve a term of two (2) years and upon the expiration of a term of office, the member holding that office may continue to serve until a successor is appointed. Any vacancy shall be filled for the unexpired term in the manner in which members are regularly chosen.
3. There shall be a Chairman and Vice-Chairman of the Commission, who shall be elected by the members from among themselves within two months following the annual installation of new full-term members.
4. The Clean City Commission shall perform the following duties:
 - a. Achieve visible improvements in the manner in which the local environment is maintained with noticeable reduction in the amount of litter and illegal dumping.
 - b. Improve the level of public awareness regarding litter and recycling problems as well as improving the level of responsibility by all parties who generate or handle solid waste.
 - c. Review existing litter control and dumping ordinances and suggest ways to improve enforcement.
 - d. Work with all City and State agencies to reduce the amount of illegal dumping by contractors, citizens and all others who in the course of their day-to-day operations create large amounts of solid waste.

5. The Clean City Commission shall:

- a. Establish its own by-laws and rules of procedure consistent with the State Code, City Charter and the City Code and file a copy of the by-laws with the City Clerk.
- b. Meet in regular sessions, open to the public, on dates established by the Commission and in special sessions as necessary.
- c. File with City Clerk notices of all meetings at least three (3) days prior to meetings, except in case of emergency.
- d. Follow, unless otherwise provided, the general requirements for citizen boards, commissions, and committees of the City.
- e. Have five subcommittees as follows:
 - Communications
 - Schools
 - Businesses
 - Community Organizations
 - Municipal Operations Sub-Committee
- f. Have an Executive Coordinator from the Mayors Office or Community Outreach Department to act as a secretary for the meetings and run the day-to-day operations and programs as set forth by the Commission.

I-5

Michael A. O'Connor
Mayor



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

A Century of Progress with Pride

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

May 27, 2008

Mayor O'Connor and
Members of the Berwyn City Council

Regarding: Berwyn's Second Century of Progress with Pride.
Economic Development Strategy/Proposal

Ladies and Gentlemen:

Attached is an economic development plan of action for Berwyn. There is broad agreement with the content of the proposal among professionals and business leaders. The timing of the proposal seems particularly appropriate as we celebrate Berwyn's Centennial. The proposal represents a professional strategy to jump-start ***Berwyn's Second Century of Progress with Pride.***

I recommend that a special meeting of the committee of the whole be called and that the Director and President of the BDC along with members of the business community be invited to participate in a city-wide discussion of the issues as they relate to the Cermak Plaza specifically and the City of Berwyn generally. In addition, I'd like to invite representatives of Costco to give a presentation at this meeting

Respectfully,

Joel Erickson
8th Ward Alderman

May 10, 2008

Economic Revitalization
Why a Business Like Costco?

I'm sure it comes as a surprise to no one that Berwyn, like most surrounding communities, is in need of economic revitalization. What may surprise you is that Berwyn does not have a plan for economic revitalization.

The current state of the economy is creating difficult challenges for just about every municipality. The problems emerge as a result of lower sales tax revenues, reduced commercial real estate tax revenues due to commercial foreclosures and failing businesses, and the increased costs of goods and services to city governments. Throw in the resulting collateral damage of lost real estate transfer taxes, permit and license fees and you begin to realize the scope of the problem.

The numbers become more somber when you consider the fact that Cook County commercial property owners pay far more in taxes than typical residential homeowners. As these commercial revenues dry up, you begin to see the formation of an economic formula that **lays the groundwork for municipalities to impose much higher real estate taxes on residential homeowners.**

Now consider the rate of residential foreclosures and ask yourself how many of us will be left to pay these higher taxes? Berwyn residents need to understand that higher city expenses and decreasing city revenues translate into higher tax burdens on every Berwyn resident.

Is there a solution?

Forming a solution requires understanding the problem. Of course, elected officials need to tighten their belts and start running the city like a business, but those are just convenient election year words which are soon forgotten and have never led to a solution.

On behalf of Berwyn taxpayers, I would like to propose a clear strategy involving simple steps we can take which will generate millions of dollars of additional tax revenues and earn Berwyn the respect and prestige its residents deserve.

The ultimate goal is to improve our commercial tax base. By improving the tax base, you ease the tax burden on Berwyn residents and taxpayers. In this regard, we need to understand that our primary development opportunity in Berwyn is, unquestionably, located at the southeast corner of Cermak and Harlem (Cermak Plaza). It is the gateway to Berwyn, serving to welcome thousands of visitors to Berwyn every day.

Currently the condition of the Cermak Plaza is a commercial embarrassment to this city. The long abandoned Service Merchandise shell was just the beginning of what is rapidly becoming a ghost town development populated by low quality, no growth business establishments and vacant storefronts. And the immediate future is not promising.

For instance, Circuit City, having closed many stores nationwide, is on the brink of bankruptcy. Their "survival strategy" to merge with Blockbuster, another company on the verge of bankruptcy, is like jumping on the Titanic as a lifeboat. The blighted condition of the Cermak Plaza provides Berwyn its **last best chance** of vastly improving the city's seemingly endless revenue shortfalls.

Berwyn is faced with the opportunity of a millennium, and the decisions we make today about the use of this important location will define Berwyn's status and stature for the next 100 years. Yet, despite this opportunity, we were ready to approve "Food 4 Less" as the major tenant at this location, arguably the worst possible choice among several other bidders such as Meijer and Costco.

Without the benefit of any professional guidance or comparative analyses, there was no serious consideration given to solid recession-resistant anchors like Costco or Meijer. The choice of a "Food 4 Less" was so shortsighted that major business leaders and professional planners throughout the community cringed at the proposal and were dumbfounded that we would not only choose "Food 4 Less", but were willing to give Food 4 Less an incentive in the form of rebating the sales tax which would otherwise benefit Berwyn's residents.

A copy of the professional comparative analysis of "Food 4 Less" and Costco is available upon request and is also available at www.BerwynBrick.com. Click on Case Study Number 1. You will see that the current political approach to managing this opportunity may cost Berwyn residents tens of millions of dollars in tax revenues over the next decade.

A very conservative comparative analysis reveals, among other things, that Costco's first year annual sales are estimated to be \$78 million increasing to \$132 million in its 10th year of operation at the Berwyn location. Compare *Food 4 Less* estimates of total annual sales at \$27 million increasing to \$32 million in its 10th year.

As we journey down this road, we need to ask the following questions:

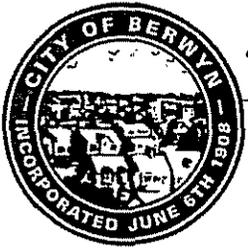
- What type of development would be in the best long term interests of Berwyn residents and taxpayers?
- What type of development will generate more tax revenue to reduce the tax burden of Berwyn residents and taxpayers?

- What type of development will attract more people from surrounding communities to frequent Berwyn's restaurants, stores and entertainment establishments? By shopping in Berwyn, people from other communities help to reduce the tax burden on Berwyn residents.
- What type of development will most likely attract the middle and upper middle class spenders and thus greater sales tax to subsidize improvements in Berwyn?
- What type of development will have a positive impact on property values?
- What type of development will change the "FACE" of Berwyn and provide the type of gateway at the corner of Harlem and Cermak that will tell people "Berwyn has arrived"?

When municipalities have the opportunity to attract high quality business entities, a well-thought-out plan is needed. The strategy which I am proposing involves public discussion at every stage and focuses on the following:

1. Consult with and hire a professional specialist to evaluate our options and formulate an economic development strategy that represents the best interests of Berwyn residents.
2. If the property owners are unwilling to join the city in executing the economic development strategy and are unwilling to sell the land, the city should move forward with legal action necessary to gain control of the property.
3. With or without the land-owners cooperation, the Cermak Plaza and perhaps the high school should be placed in a TIF district to finance substantial development. Once in a TIF, the city is in a far better position to pursue an eminent domain solution.
4. An RFP must be drafted for the purpose of soliciting quality developers with proven "mall" revitalization experience. Developers would be required to conduct a study of the Plaza and submit basic design concepts as well as provide a list of high quality businesses that have expressed an interest in the project.
5. Once a developer is chosen, the redevelopment agreement between the City and developer would act as the guiding document to revitalize the site and would represent the strategic economic development plan for the City.

Respectfully
Joel Erickson
8th Ward Alderman



116
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

VIA CERTIFIED MAIL

May 22, 2008

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

Dear Mayor O'Connor and City Council,

The Berwyn Historic Preservation Commission is pleased to inform you that the City Hall building at 6700 W. 26th Street has been nominated to become the first property designated as a Berwyn Historic Landmark under our new Historic Preservation Ordinance.

As required by the ordinance, we are notifying the City of Berwyn, as owner of record, that a designation hearing will be held on **Thursday, June 19, 2008 at 7:00 pm at City Hall** in the second floor conference room.

The purpose of the hearing is to allow any interested parties, including the nominators, the Commissioners, the owner of record, City Council members, and neighbors to give testimony and submit evidence regarding whether City Hall meets the criteria for designation. After the hearing, the Commissioners will evaluate all the testimony and evidence presented at the hearing, then vote on whether to recommend that City Council designate the property as a local landmark. City Council will then have the final word on whether to designate the property.

A copy of the nomination form, which summarizes how the proposed landmark, City Hall, meets the criteria in our ordinance, is included with this letter. Also included is a copy of the Historic Preservation Ordinance and a form called the Owner of Record's Statement of Position, which we are required by the Ordinance to send to every property owner whose property has been nominated. Please complete and return the Owner of Record's Statement of Position to the Commission as soon as possible by emailing a PDF version to us at BHPC@ci.berwyn.il.us.

Feel free to contact us if you have any questions prior to the hearing. You can call me directly at 312-498-5143 or leave us a message on our City voice mailbox at (708) 788-2660, X 212. We look forward to seeing you at the hearing and working closely with City Council to preserve our city's historic resources.

Sincerely,

Jamie Franklin
Secretary, BHPC



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

HISTORIC LANDMARK NOMINATION FORM

This form is for use in applying to the City of Berwyn for designation of a property as a Berwyn Historic Landmark. Please read the instructions for completing the form before filling it out, and please complete the entire form. If any item does not apply to the property being documented, enter "N/A" or "not applicable."

Completed forms should be submitted to the attention of: **Berwyn Historic Preservation Commission, Berwyn City Hall, 6700 West 26th Street, Berwyn, IL 60402.**

1. Name of Property

Historic name Berwyn Municipal Building

Current/Common name Berwyn City Hall / Berwyn Fire Department

2. Location

Address 6700 W 26th Street

Zip Code 60402

3. Function or Use

Current Use City Hall, Municipal Offices, Fire Station

Historical Use City Hall, Municipal Offices, Fire Station, Library,

Courthouse, Correctional Facility



4. Classification

Category of Property (check one) Building(s) Site

Structure Object

Type of Ownership (check all that apply) Private Public (City of Berwyn)

Public (other local) Public (State/Federal)

5. Property Owner (s)

Name City of Berwyn

Address 6700 W. 26th Street, Berwyn, IL 60402

6. Description of Property

Architectural Style Art Moderne

Materials

Foundation Concrete

Exterior Walls Brick

Windows Aluminum

Roof Concrete

Other Limestone, Terra Cotta

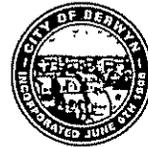
Structures on Property

1. City Hall / Fire Station

2. _____

3. _____

Narrative (attach additional pages)



7. Significance of Property

Necessary Criteria (check all that apply)

- Architectural, cultural, economic, historic or social significance
- Site of historic event
- Identification with significant person
- Existence on National Register
- Embodiment of significant architectural/engineering type
- Identification with notable architect or builder
- Design elements or materials making building innovative, rare or unique
- Representation of theme, style or period
- Narrative statement

Date of Construction 1939

Other Significant Dates 1991 - Building addition

Architect/Builder (if known) Hubert Burnham, architect

Charles Herrick Hammond, architect

8. Major Bibliographical References

References (attach page(s) if needed) Berwyn Beacon, Berwyn Life, Chicago Tribune,

National Register of Historic Places Registration Form (2001),

additional references listed on attached pages



9. Legal Description

Legal Description This property is composed of Lots 1- 9 on Block 3 of the
Walter G. McIntosh's Oak Park Avenue Addition Section 30-39-13

10. Form preparer

Name/Title Jeromie Winsor
Organization Berwyn Historic Preservation Commission
Address Berwyn City Hall, 6700 26th Street
Phone Number 773-510-2652

11. Owner's consent

Attach owner's written consent if possible.

12. Photographs

Applications must include photographs of the proposed landmark.

13. Site Plan

Attach site plan showing the location of all buildings, objects and structures.

PROPERTY DESCRIPTION

The Berwyn Municipal Building is a Public Works Administration (PWA) building located at 6700 26th Street in Berwyn. This building was constructed in 1939, and was the first building for City offices that the City owned. In the period between the City's founding in 1908 and the construction of the Municipal Building, the Berwyn City offices were scattered in numerous rented sites.

The Berwyn Municipal Building is situated on a lot that is bordered by 26th Street to the north, Wesley Avenue to the east, Euclid Avenue to the west, and a public alley to the south. In addition to the building itself, the lot also includes small parking lots on the east and west sides, and a number of small landscaped areas. Directly across the alley to the south is a residential block lined with brick bungalows constructed during the 1920's.

Chronology

When completed in 1939, the Municipal Building consisted of a concrete two-story rectangular portion measuring 90 feet east to west, and 56 feet north to south, a middle section measuring 38 feet east to west, and 19 feet north to south; and a brick one-story southern portion measuring 92 feet east to west and 27 feet north to south. Thus the footprint of the building resembled an upper-case "H" with small courtyards on the east and west sides.

The north part originally contained the library and city offices. The middle contained a staircase, restrooms, and part of the police and fire departments. And the southern portion contained the garages for police cars and fire trucks. In the 1960s the police moved to separate quarters. The library maintained a branch in the basement until the early 1980s.

Very little structural changes were made to the Municipal Building until 1991, when the architectural firm of Norman A. White and Associates designed an addition which "filled in" the middle portions of the building, adding space to create a building which resembles a complete rectangle. The addition, which was undertaken to make the Municipal Building accessible, added a staircase and elevator to the west side, and additional rooms on each floor in the east.

Exterior

The exterior of the building is decorated with a mixture of tan glazed brick and large blocks of tan limestone (Mankato Stone from Minnesota). The windows are made of aluminum rail and stiles painted dark brown with tinted glass, and are replacements that date to the addition of 1991. The pattern of rails and stiles is the same as the original steel windows, with the top 1/5th of each a dark opaque panel and the bottom 1/5th a hopper-style window with a screen. All exterior doors date from the 1990's and are dark brown aluminum sash doors with clear glass.

For additional descriptions of the exterior, please see the accompanying photos.

STATEMENT OF SIGNIFICANCE

The Berwyn Municipal Building is an excellent example of a Moderne style building built with help from the Public Works Administration. The building was placed on the National Register of Historic Places in 2001.

The Moderne style was inspired by modernism and emphasized futuristic themes. The building was designed by the architectural firm Burnham and Hammond. Hubert Burnham and Charles Herrick Hammond were both noted architects in their own right. Their designs for futuristic buildings at Chicago's 1933-34 Century of Progress were probably the reasons why they were chosen to design Berwyn's Municipal Building.

The Public Works Administration helped fund the cost of the building and oversaw its construction, but the project was administered by the city officials of Berwyn. The building's costs were \$190,000, of which \$85,000 was supplied by the PWA.

The building is sited at 26th Street and Wesley Avenue, near the geographical center of the City of Berwyn, making it equally accessible to residents north and south, east and west. Due to its architectural significance, its representation of a specific era in our City's history, and its role in the ongoing story of Berwyn, the Berwyn Municipal Building is a perfect candidate for a local Berwyn landmark.

Additional information regarding the significance and history of the Berwyn Municipal Building can be found in the nomination packet for the National Register of Historic Places.

PHOTOGRAPHS**Photo #1 - Northern Elevation**

The northern face of the Municipal Building facing 26th Street. This is the building's main façade, and most of it is covered with large blocks of tan limestone (Mankato stone from Minnesota) that are two to three feet in height and width, laid in regular courses.

The words "MUNICIPAL BUILDING" are incised into the stone cornice. On either side of these words are two carved emblems depicting homes emitting a stylized ray of light. The eastern emblem is labeled "URBS DOMUI" (City of Homes) and the western reads "JUNE 6, 1908" (the date of Berwyn's incorporation).



Photo #2 - Eastern Elevation

The original three-bay structure is seen in the foreground, with the two-story brick addition in the far left portion of the photo (the addition is set back about one foot, and is roughly two feet shorter). The two prism-shaped pilasters frame the main bay and entrance to the building, on the cornice over this is incised the words "CITY HALL."

Six concrete steps lead down from the entrance doors to the ground, with a simple black railing in the center of the steps. The original two bays on either side of the entrance are identical aside from a limestone cornerstone on the northern end which is incised "City of Berwyn 1939 Anton Janura Mayor."

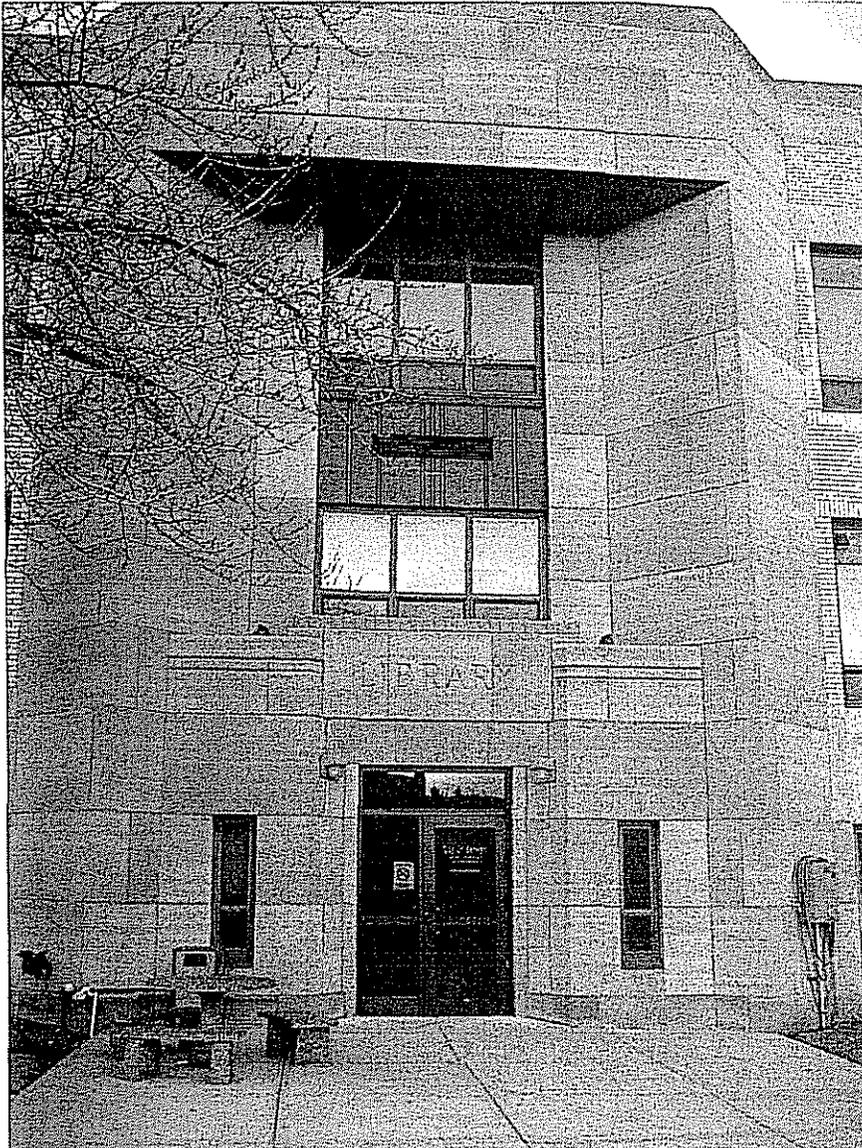


Photo #3 - Western Elevation (Main Building)

The original western entrance to the Municipal Building is flanked by two prism-shaped pilasters. The word "LIBRARY" is incised into the stone just above the doorway.



Photo #4 – Western Elevation (Additions)

The additions to the Municipal Building are seen, both the 1991 two-story creation of a staircase and elevator directly attached to the main building and the later two-story fire garage expansion. Each addition has taken care to blend with the existing building, using tan glazed brick with a limestone cornice at the top.



Photo #5 – Southern Elevation

In the foreground is the one-story former police garage, and behind it the two-story fire garage and its addition. The exterior throughout is tan glazed brick, with a thin limestone strip along the top of the cornice.

The Building borders this public alley, which provides access to the residential houses and garages to the south.



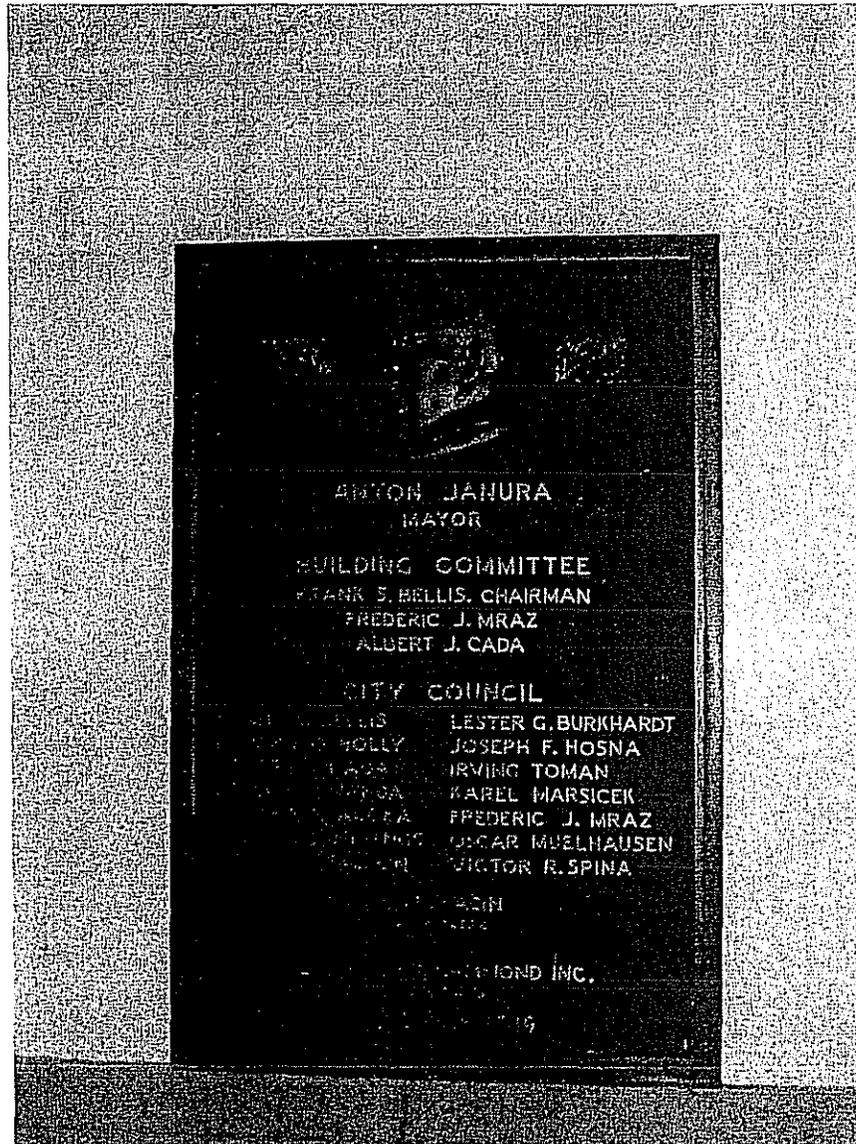


Photo #7 – Plaque inside entrance to City Hall

This plaque is situated in the stairwell as you enter City Hall, and lists the names of city officials at the time of the building's construction.

Section J

Staff Reports

51

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/10/08

Deferred Communication

Agenda Item J-1 is a Deferred Communication from C C Meeting dated 05/27/08 Agenda item #29

FROM LAW DEPARTMENT
Re: FIRE & POLICE COMMITTEE RECOMMENDATIONS
GRIEVANCE "A"

Odelson
ATTORNEYS AT LAW
Sterk, Ltd.



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

May 9, 2008

ITEM NO. 46
DATE MAY 13 2008
DISPOSITION _____

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

ITEM NO. 29
DATE MAY 27 2008
DISPOSITION _____

Re: Fire and Police Committee Recommendations

Refer

Dear Mr. Pavlik:

Please put the attached recommendations from the Fire and Police Committee on the May 13, 2008 agenda for consideration by Council. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

VA

GRIEVANCE

NAME OF GRIEVANT: Illinois Municipal Police Association

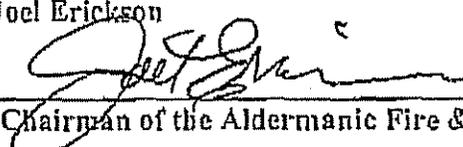
EMPLOYER'S STEP FOUR RESPONSE

Employer, City of Berwyn, conducted a grievance hearing with all interested parties present. Upon review of the facts, the Committee acknowledges that no officers have been denied medical, insurance, or other benefits available to full-time officers. The Committee also acknowledges that officers who have been unable to assume full-time work duties beyond a twelve (12) month period must be afforded a hearing before the Fire and Police Commission in order to prove that the officer can commence full-time duties without restriction. Absent a showing of proof that the officer can commence full-time duties without restriction, the Commission may terminate employment and the officer may petition the Police Pension Board for benefits.

The Committee finds in favor of the Grievant and directs the Fire and Police Commission to conduct a hearing for Officers Carmelita Terry, William Hiller and John Scardina to determine if each officer can prove the ability to assume full-time duties without restriction or be subject to termination as a Berwyn Police Officer.

Employer Representative: Joel Erickson

Employer Signature: _____


Chairman of the Aldermanic Fire & Police Committee

Date: February 12, 2008

IMPA Representative Receiving Response: John O'Halloran

J-2

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 06/10/08

Deferred Communication

Agenda Item J-2 is a Deferred Communication from C C Meeting dated 05/27/08 Agenda item #30

FROM LAW DEPARTMENT
Re: FIRE & POLICE COMMITTEE RECOMMENDATIONS
GRIEVANCE "B"



May 9, 2008

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

Re: Fire and Police Committee Recommendations

Dear Mr. Pavlik:

Please put the attached recommendations from the Fire and Police Committee on the May 13, 2008 agenda for consideration by Council. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

ITEM NO. 47
DATE MAY 13 2008
DISPOSITION defer

ITEM NO. 30
DATE MAY 27 2008
DISPOSITION defer

B

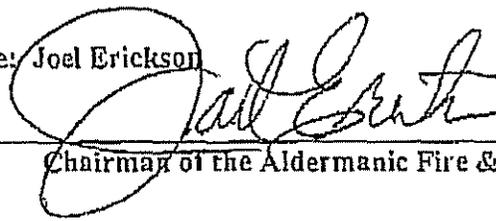
GRIEVANCE

NAME OF GRIEVANT: IMPA on behalf of William Hiller, Amy Hiller & Guy Papa

EMPLOYER'S STEP FOUR RESPONSE

Employer, City of Berwyn, conducted a grievance hearing with all interested parties present. Upon review of the facts, the Committee determined that all sworn police officers are obligated, upon oath, to uphold the laws and ordinances of the City of Berwyn, including ordinances regulating conduct. The Ordinance at issue, Familial Relationships in Hiring and Promotions (Sec. 242.14) was in full force and effect prior to any of the offers swearing oath in order to become commissioned officers. Only after becoming a sworn officer peace officer would any individual enjoy the full benefits of the collective bargaining agreement. In this case, the Officers Hiller and Hiller had an affirmative duty to report conflicts of interest prior to shift assignment.

The Committee finds against the grievant IMPA, on behalf of William Hiller, Amy Hiller, and Guy Papa, and recommends that the three officers resolve prospective shift disputes collectively. The Committee is sympathetic to the plight of Officer Guy Papa, but finds that the remedy is outside the scope of Committee authority if such remedy is in conflict with the shift bidding provisions of the collective bargaining agreement.

Employer Representative: Joel Erickson
Employer Signature: 
Chairman of the Aldermanic Fire & Police Committee

Date: February 29, 2008

IMPA Representative Receiving Response: John O'Halloran



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

June 3, 2008

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

Re: Zoning Code – Change in Definition of “Single Housekeeping Unit”

Dear Mr. Pavlik:

The Council’s approval of Item J-7 on the May 27, 2008 agenda will change the Definition of “Single Housekeeping Unit” in Chapter 1240.04(54) of the Zoning Code by striking the below italicized language:

"Single housekeeping unit," as used in paragraph (54)A. hereof, means occupants who commonly and equally share the use of an entire dwelling unit on a regular basis, and such dwelling unit shall not have more than *one full or partial kitchen and not more than* one full or partial bathroom in the basement and one full or partial bathroom on each story or half story above the basement, with an additional full or partial bathroom on one of the stories above the basement, as further regulated in Chapter 1278 of this Zoning Code.

A public hearing in accordance with the Zoning Code should be held before the revised provision becomes effective. We request that City Council schedule and hold such a public hearing.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt



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

June 5, 2008

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

Re: Automated Rental Machine License Ordinance

Dear Mr. Pavlik:

Please put the attached draft amended Automated Rental Machine License Ordinance on the June 10, 2008 agenda for consideration by Council. At the May 27, 2008 meeting, the Council asked us to amend this ordinance to limit the total number of these machines in the City to two. We have done that via the first sentence of Chapter 829.06 in the attached Ordinance. The added language is italicized.

Additionally, subsequent to the May 27 meeting, Alderwoman Skryd indicated that she would like to further amend the ordinance to require that these machines be located indoors. The following language would suffice to accomplish this:

829.02 Requirements; Maintenance.

Every requirement herein contained shall apply to any Automated Rental Machine currently situated or to be placed within the corporate boundaries of the City.

(e) No Automated Rental Machine shall be located outside of a building. An Automated Rental Machine shall only be placed within a fully enclosed and principal building situated on a lot. No Automated Rental Machine shall be situated in a fully enclosed and principal building in violation of any requirement contained in the Codified Ordinances of the City of Berwyn. No accessory building or secondary structure on a lot shall contain a Automated Rental Machine.

Please advise if Council wishes for us to add this language to the Ordinance. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING PART 8 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
ESTABLISHING AUTOMATED RENTAL MACHINE LICENSE**

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

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

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING PART 8 OF THE CODIFIED ORDINANCES
OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS ESTABLISHING
AUTOMATED RENTAL MACHINE LICENSE**

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

WHEREAS, the Mayor and City Council of the City of Berwyn (the “Corporate Authorities”) find that it is reasonable and necessary to amend the Codified Ordinance of the City from time to time; and

WHEREAS, the Corporate Authorities find that automated rental machines, such as “Redbox” DVD rental machines, are being located throughout the City and are unattended and not adequately monitored or maintained; and

WHEREAS, the Corporate Authorities find that restricting the placement and number of automated rental machines in the City will minimize the detrimental effects of such unattended machines on citizens, especially unaccompanied minors in the City and aid in the prevention of incidence of juvenile crime; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the health, safety and welfare of residents of the City to prohibit the unregulated growth of automated rental machines in the City and establish regulations and restrictions for the use of automated rental machines to further an important public interest.

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

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

Section 2. Part 8 “General Offenses Code” of the Codified Ordinances of the City of Berwyn is hereby amended by adding the following new Chapter to read, as follows:

CHAPTER 829 AUTOMATED RENTAL MACHINES

829.01 Definitions.

The term “Automated Rental Machine” shall mean any machine which accepts coin, paper money or other remuneration that is intended for use as a vending machine for videos or DVD for rental at times when no employee or representative of the sponsoring company or organization is present to accept payment.

829.02 Requirements; Maintenance.

Every requirement herein contained shall apply to any Automated Rental Machine currently situated or to be placed within the corporate boundaries of the City.

- a. The organization or company benefitting from a Automated Rental Machine or the host site on whose property a Automated Rental Machine is situated, shall indicate the following information on a Automated Rental Machine: name of organization or company, address, contact telephone number.
- b. All signage on a Automated Rental Machine shall be in compliance with all requirements contained in the Codified Ordinances of the City of Berwyn.
- c. The owner of the Automated Rental Machine shall secure an electrical permit from the Building Department.
- d. An Automated Rental Machine shall be painted and in good condition and appearance, with no structural damage, no holes in the machine that would allow leaks, no visible rust and free of graffiti or advertising other than the name of the host site or organization or company benefitting from a Automated Rental Machine.

829.03 License Required.

A license shall be obtained from the City before placement of a Automated Rental Machine occurs as permitted in this chapter.

829.04 License Application.

Application for a license, pursuant to this section, shall be made to the City on forms provided by the City. In addition to the license application provisions of Chapter 801, an application for the license required in subsection 829.03 hereof shall contain the following information:

- a) Name and address of the applicant;
- b) The specific location of the proposed Automated Rental Machine;
- b) The number and description of the Automated Rental Machine intended to be kept for use at that location.

The applicant must also provide, accompanying the application, proof of City electrical permit, a certificate of insurance and a statement of permission to locate the Automated Rental Machine signed by the owner of the property, business owner or representative thereof, where the Automated Rental Machine will be located.

829.05 License Fee; Renewal.

The fee for said license shall be Two Hundred and Fifty Dollars and no/100 (\$250.00). The term of the license shall be for one year, to be valid from January through December 31. The license shall be renewed on a yearly basis. At each renewal, the applicant shall provide a current certificate of insurance and a current statement of permission to locate the Automated Rental Machine signed by the owner of the property, business owner or representative thereof, where the Automated Rental Machine will be located

829.06 Number of Licenses; Restrictions.

The number of licenses for an Automated Rental Machine shall not exceed two (2). No license shall be issued unless renewed by the current holder of a license. If a current license holder relinquishes a license in writing to the City, or if a current license holder fails to renew said license in a timely manner, a new applicant may receive a license.

829.07 Enforcement.

- a. The organization or company benefitting from a Automated Rental Machine will be held primarily responsible for the maintenance, upkeep and servicing of a Automated

Rental Machine. However, in the event the organization fails to adequately maintain and service a Automated Rental Machine, the business owner, or host site, on whose property a Automated Rental Machine is placed shall also be responsible.

- b. Failure to properly maintain, upkeep or service a Automated Rental Machine shall result in a fine pursuant to the penalty provision contained in this chapter.

829.08 Relationship to Other Laws.

Nothing in this chapter shall be deemed to limit the City in any way to use any or all other means available to remove the nuisance, or summarily eliminate immediate hazards to the public health, safety or welfare as granted in any ordinances of the City of Berwyn or the laws or Constitution of the State of Illinois.

829.99 Penalty.

Unless otherwise provided in this chapter, any person, firm or corporation violating any section of this chapter shall be fined not more than Two Hundred and Fifty Dollars and no/100 (\$250.00) for each offense. Each day that a violation continues shall be considered a separate offense.

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

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of June 2008, pursuant to a roll call vote, as follows:

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

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

 Michael A. O'Connor
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK



We Serve and Protect

J-5

BERWYN POLICE DEPARTMENT



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

June 3, 2008

RE: County Wide Interoperable Communications System Agreement

Honorable Mayor Michael O'Connor
And Members of the Berwyn City Council

Dear Mayor and Council Members:

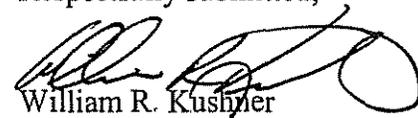
Attached please find the **Department of Homeland Security County Wide Interoperable Communications System** Agreement for your approval and signature.

Under Project Gold Shield, City of Berwyn would realize, at no cost to the City or the Department, true interoperable communications as mandated by the Federal Communications Commission (FCC) and the Department of Homeland Security (DHS).

This phase of the project will unify and standardize both hardware and software elements needed to provide service and improve interoperable communications for all first responders (Fire and Police)

As indicated in the correspondence attached to the agreement, installations of the systems are definitely on a first come first served basis.

Respectfully submitted,


William R. Kushner
Chief of Police

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE OUGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY D. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
BUREAU OF TECHNOLOGY

ANTONIO ALLAN HYLTON
CHIEF INFORMATION OFFICER

69 West Washington Street
Suite 2700
Chicago, Illinois 60602-3014
TEL (312) 603-1400
FAX (312) 603-9905

May 27, 2008

Chief William Kushner
City of Berwyn Police Department
6401 West 31st Street
Berwyn, IL 60402-3106

Re: Department of Homeland Security County-wide Interoperable
Communication System

Dear Chief Kushner:

On behalf of President Todd H. Stroger and the Cook County Board of Commissioners, I am pleased to offer the attached Cook County Project Shield Participation Agreement for your consideration.

This important public safety network solution involves the installation of a mobile and fixed video surveillance capability, a wireless hotspot and a real-time video monitoring application for the safety of your community and residents.

The Department of Homeland Security, Office of Domestic Preparedness, has provided this and previous grant monies for the Cook County Chicago Urban Area Security Initiative to prevent, prepare for, respond to and recover from terrorist events. These grants assist selected urban areas by expanding and enhancing interoperable communications capabilities by providing first responders with necessary equipment, tools and information; enhanced training for first responders and critical staff, hardening critical facilities; and planning and conducting emergency response exercises to ensure the safety of the residents of Cook County.

This phase of the project is titled "Project Gold Shield." Its purpose is to complete the expansion to the approximately 80 remaining communities as well as upgrade or replace current installations. Phase III will unify and standardize both hardware and software elements necessary to provide service, and improve the interoperable communications for all first responders by expanding the County's Wide Area Network (WAN) access points for wireless capabilities. This expansion will allow first responders increased access to voice, video and data information across jurisdictional boundaries in a fast, highly secure, and efficient manner.

Due to federal requirements, the enclosed Cook County Video and Data Communications Participation Agreement must be fully executed by your Village Board of Trustees prior to the final scheduling and installation of the Project Gold Shield System. However, the County is prepared to quickly move forward to complete all the prerequisites for the



Chief William Kushner
May 27, 2008
Page 2

installation prior to your Board's execution upon your request. Keep in mind that the installations will proceed on a "first-come-first-serve" basis.

If you or any of your elected officials or staff has any questions regarding this initiative, please contact the Project Shield Coordination Office at (312) 603.9090 or e-mail psp3@cookcountygov.com at your very earliest convenience. These federal funds have a very limited time frame.

The three major components of the award are as follows;

- Section 1 - Mobile Video and Data Network System Contract
- Section 2 - Cook County Communications Command Center (C5) Network Control Software Contract
- Section 3 - Quality Assurance and Customer Acceptance Contract

Johnson Controls Inc. (JCI) will be responsible for Sections 1 & 2. JCI is a \$36 Billion global engineering and systems integration firm.

Synch Solutions Inc. (SSI) will be responsible for Section 3. SSI has established a strong track record in public sector work in the last ten years. Their Polaris methodology establishes the structure to ensure reliable and predictable delivery of services.

Both firms were selected through a rigorous competitive procurement process.

You will soon be provided with a schedule of regional briefings on the benefits and operation of this Department of Homeland Security Interoperable Communication System Initiative. We urge you to attend.

Thank you in advance.



Antonio A. Hylton
Chief Information Officer
Cook County, Illinois
Bureau of Technology
ahylton@cookcountygov.com
312-603-1400

Cc: Daniel J. Coughlin, Executive Director Cook County Judicial Advisory Council
and Homeland Security Advisor, CCEMA

Cook County Project Gold Shield
**COOK COUNTY MOBILE VIDEO AND DATA COMMUNICATIONS
NETWORK**

PARTICIPATION AGREEMENT

This **AGREEMENT** (“Agreement”) is entered into by and between the County of Cook (“County”), a body politic and corporate of the State of Illinois, through its Judicial Advisory Council pursuant to authorization from the Cook County Board of Commissioners, and _____ (“Municipality”), an Illinois municipal corporation or public entity as described below.

RECITALS

WHEREAS, recent events in world history have made clear the serious threat posed by terrorism and have caused federal, state and local governments to recognize their responsibility to share resources and to work together cooperatively to prepare for and respond to threats to the public health, safety and welfare; and

WHEREAS, on March 18, 2008, the Cook County Board of Commissioners authorized and approved a contract with Johnson Controls, Inc. (“JCI” or “Contractor” (the “Contract”) JCI utilizing funding provided by the United States Department of Homeland Security which is made available to the County through the State of Illinois and its Illinois Emergency Management Agency; and

WHEREAS, pursuant to the Contract, JCI has agreed to install, implement and integrate the Software, and Equipment necessary to establish an interoperable mobile video and data communications network (the “System”) and to provide related training, maintenance and support, which shall enhance the ability of public entities within the County (“Participants” or “Participating Municipalities”), as well as the ability of Cook County agencies, to communicate and respond in the event of an emergency, including a disaster; and

WHEREAS, Cook County covers a 940 square mile area which includes 129 municipalities, including Municipality, which employs First Responders charged with responding to emergencies; and

WHEREAS, Municipality is one such governmental entity that wishes to participate in the System as herein described (a “Participant” or “Municipality”) and Municipality desires to designate certain persons to become Permitted Users of the System; and

WHEREAS, the County shall permit Municipality, as a Participant, to use certain Equipment and Software and Municipality shall permit JCI or its Subcontractors to provide the Services necessary to Install, Implement and Integrate Equipment and Software as part of the System as set forth herein to permit Municipality’s participation in the System; and

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

I. RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. INCORPORATION OF CONTRACT AND CAPITALIZED TERMS

The Contract is incorporated into this Agreement as if fully set forth herein. Municipality represents and acknowledges that it has received a copy of the Contract and is familiar with all of the terms, covenants and conditions of the Contract. Municipality agrees that this Agreement and Municipality's use of the System is expressly subject and subordinate to the terms, covenants and conditions of the Contract. Municipality agrees to maintain the confidentiality of this Agreement, including any Addenda hereto, and of the Contract. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Contract, unless the context requires otherwise.

III. GRANT OF RIGHTS BY COUNTY; ADDENDA

Pursuant to this Agreement, the County shall make available to Municipality certain Equipment, Software and Services purchased by the County from JCI pursuant to the Contract. The specific Equipment, Software and Services to be provided to Municipality shall be agreed upon in writing in an addendum or addenda signed by Municipality's Project Manager and the County's Chief Information Officer (the "Addendum" or "Addenda"), which Addenda shall be incorporated into this Agreement without need for further action by either party. Subject to this Agreement, the County shall make available to Municipality the applicable benefits made available to Participating Municipalities pursuant to the Contract.

Accordingly, the County hereby grants to Municipality, upon the terms and conditions herein specified, a non-exclusive license to use the Equipment and Software set forth in the Addendum and to participate in the System for the sole purpose of allowing Municipality a non-exclusive and supplementary method of communication in preparing for and responding to public threats or emergencies. Municipality shall have no right to transfer, assign, sublease, or confer any rights or benefits with respect to the use of, the Equipment, Software, Services or System to any third party without the written permission of the County. Such permission may be withheld in the County's sole discretion and shall, in all events, remain subject to the terms of this Agreement.

IV. TERM; RENEWAL; TERMINATION

A. Term of License. The term of this Agreement and the License granted herein shall be for five (5) years commencing upon the date upon which both parties have duly executed this Agreement (the "Effective Date").

B. Renewal. The parties may agree in writing to renew or extend this Agreement. Any renewal or extension shall be subject to the terms of such written agreement to renew or extend.

C. Termination or Limitation of Agreement by County. If, in the County's reasonable judgment, any of the grounds set forth in paragraphs C.1 through C.5 below

Cook County Project Gold Shield

exist, the County shall have the right to revoke or limit the rights granted herein and/or to terminate this Agreement by giving Municipality prior written notice which, in the event of termination, shall be at least thirty (30) days in advance of such termination. Such notification, if it effectuates a limitation or revocation of only a portion of this Agreement, shall be deemed to amend any Addenda in existence as of the time of notification.

1. Municipal Facility, Vehicles or Location Not Appropriate for Inclusion in the System. At County's sole discretion, County may elect not to include a Municipal Facility, Vehicle or location in the System and may notify the Municipality that any Addendum listing such Facility, Vehicle or location shall be modified accordingly, if such Facility, Vehicle or location is no longer available or appropriate for use or inclusion in the Project or System. By way of example only and not as a limitation, County may elect to limit or terminate this Agreement based upon the results of the Survey or upon other circumstances that could not have been reasonably discovered during the Survey.

2. Lack of Funding. This Agreement is predicated on the County receiving grant(s) of funding from the United States Department of Homeland Security, through the Illinois Emergency Management Agency, for its Homeland Security Public Safety Initiative. If, at any time, grant funds are no longer available and continuation of this Agreement could otherwise require contribution of funds by the County, the County may terminate this Agreement.

3. Termination of Contract. This Agreement is predicated on the performance of the Contract. If the Contract or any relevant portion thereof is terminated for any reason, including breach by either party, County may terminate this Agreement. County has no duty to perform obligations that the Contractor fails to perform.

4. System or Component Impractical or Undesirable. If Acceptance Testing, or any other review indicates that the System or any Component is impractical or undesirable, or the Installation, Implementation or Integration of a Component at any Facility or Vehicle is or has become impractical or undesirable, as determined in County's sole discretion, the County may limit or terminate this Agreement.

5. Breach of this Agreement. If Municipality breaches its obligations under this Agreement including, but not limited to, breach through a failure to cooperate with the Installation, Implementation or Integration of the Components or System or a failure to adhere to the Project Plan and any deadlines or time frames established by Contractor or County, County may limit or terminate this Agreement.

D. Termination by Municipality. Municipality may terminate this Agreement upon thirty (30) days prior written notice to the County. Except as otherwise agreed by the County, in the event of termination by the Municipality, Municipality agrees to make payment of the County's estimate of the reasonable costs for the County to de-install the Components from Municipality's Facilities, Vehicles or locations and reinstall the Components at a building, vehicle or location situated elsewhere in the County of Cook. The County shall provide Municipality its estimate of the reasonable cost for County to

perform such de-installation and reinstallation within sixty (60) days of written request by Municipality.

E. Effects of Termination. Upon the expiration or termination of this Agreement, the County shall have the right, but not the obligation, to remove and take possession of any or all of the Components from Municipality's Facilities, Vehicles or locations. If County elects to remove some or all of the Components, it will give Municipality reasonable notice of such election and Municipality will fully cooperate with County and provide access to allow such removal. Any work required to restore the Facility, Vehicle to its previous condition or to comply with applicable law (e.g., zoning requirements) shall be the responsibility of the Municipality. If County does not elect to remove some or all of its Components, it will transfer title to Municipality and Municipality agrees to accept title through appropriate documentation.

Additionally, upon termination or expiration, Municipality agrees to return to the County any finished or unfinished Materials provided or generated by either Contractor or by County, including the Contract, its Exhibits and Appendices, and any other information or materials of the County that are then in Municipality's possession or control.

V. CONDITIONS OF GRANT

A. Prevailing Condition of Grant. In using the Equipment and Software and accepting the Services, and in using the System, Municipality agrees to be bound by the terms of this Agreement and to perform the obligations imposed on County or on Participating Municipalities under the terms of the Contract to the extent such obligations and terms are applicable to Municipality or to the extent that performance of Contract obligations within Municipality and its Vehicles may be achieved by Municipality.

B. Cooperation. Throughout the term of this Agreement, Municipality, its officers, management, personnel, agents and representatives shall provide the County (including the County's QA Contractor) and Contractor, as applicable, with its full cooperation, commitment and participation to promote the successful completion of the Project and the optimal utilization of the System by the County and its Permitted Users. Municipality will not hinder or delay in any way the Installation, Implementation or Integration of any Component or the System and will adhere fully to the Project Plan and any deadlines or time frames established by the County or Contractor.

C. Access; Building Passes and Clearance; Office Space; Accident Reports.

1. Access. Throughout the term of this Agreement, and upon reasonable notice, Municipality agrees to provide the County and Contractor, as applicable, with a continuing right of access, at no charge, to Municipality's facilities, systems and property, either real or personal, as is necessary or desirable for the Contractor or the County to fulfill their obligations under the Contract or to properly utilize the Components and System, including the installation, testing, maintenance and repair of Components and the System. Municipality's facilities, systems and property shall include, but not be limited, to municipal buildings and towers, the associated equipment rooms, offices, computer rooms, adjunct facilities, roofs, communication closets and other areas, and the relevant information technology systems, routers, firewalls, network

Cook County Project Gold Shield

access servers, dial-in systems, accounting systems, in-car existing hardware, vehicles, and poles as appropriate. For purposes of this section, reasonable notice shall be deemed to be forty-eight hours prior notice, unless exigent circumstances exist, in which case notice will provide a right to immediate access if reasonably possible.

2. Permits, Passes and Clearance. Municipality is responsible for coordinating in advance, with the Contractor or County, as applicable, any building permits/passes, clearances, badges and the like that are necessary or required for obtaining access to, and performing services at, any of Municipality's facilities, systems or property. In the event a Component will be installed for Municipality's use upon property that is not owned by Municipality (e.g., strongbox locations), Municipality shall obtain and provide to the County all required permits and easements that may be necessary to such installation.

3. Office Space. As necessary, for Contractor and County to reasonably and appropriately perform their obligations under the Contract or to properly utilize the Components and System, Municipality shall make available to Contractor and County reasonable office space as well as office supplies, furnishings and telephone.

4. Accident Reports. Accidents to persons or property arising out of or related to the Contract or this Agreement, and occurring either on Municipality's property, including in its vehicles, or involving County or Contractor property or personnel located within Municipality shall be reported promptly by Municipality to the County's CIO. Prompt reporting shall in no event be less than twenty-four (24) hours from the time of the occurrence. Municipality shall provide the County with a written report within two business days of the occurrence. The report shall include the name of person(s) injured or otherwise involved, the name of his or her employer, date, time and location of occurrence, extent of any bodily injury and any damage to property, name(s) of eyewitnesses, the name of anyone who treated the person for injuries sustained, and such other information as may be necessary, appropriate, or requested by the County, from time to time.

D. The Project.

The Contract provides that Contractor shall perform all of the Services and shall provide all of the Deliverables necessary and appropriate to accomplish the Installation, Implementation and Integration of the Components and the System, including with respect to each of the designated Vehicles and Facilities, as described in the Contract and in the Statement of Work and any subsequent versions thereof. All such performance of Contractor is to be in a timely manner and in accordance with the Project Plan described in the Statement of Work. As used in this Agreement, the term "Contractor" not only refers to JCI and its subcontractors, but also to any entity engaged by the County to provide supplementary, substitute or replacement services related to the Components or the System.

Municipality may not extend, enhance or alter the System or its Components without the express written consent of the CIO. However, Municipality shall be responsible for the preparation of Facilities, Vehicles and locations in its possession or under its control so they are ready for Contractor's Installation, Implementation and Integration in accordance with the Project Plan. Municipality shall carefully review the Contract and

Cook County Project Gold Shield

Statement of Work and agrees to perform those County obligations which relate to the Components and System located within Municipality and its Vehicles and locations, to the extent that these obligations may be performed by Municipality. These responsibilities include, but are not limited to the following:

1. Environment for Installation of Components.

a. Facilities and Vehicles. The Contractor, in accordance with the Project Plan, shall conduct a Survey of certain municipal buildings and first responder vehicles to evaluate their readiness for Installation. Municipality understands and agrees that Components shall be installed only if the applicable Facility or Vehicle provides an environment meeting the specified requirements for the Components to be installed. Contractor is required to notify the County in the Survey if the environment in which any Component is to be installed fails to meet these requirements. The County may then allow Municipality a reasonable opportunity to correct such failure or, at County's election, the County may identify a different Facility or Vehicle for the Installation of the Component, which Facility or Vehicle may or may not be Municipality's, in which case the County may terminate or limit/revoke any portion of this Agreement, as appropriate.

As part of the Survey of Vehicles, the Contractor shall determine if a Vehicle already has applicable existing equipment (e.g., in-car video or laptop), whether such equipment will be used in the Project or replaced, and which, if any, software applications will be integrated. To the extent that the Contractor determines that a Vehicle already has applicable existing equipment/software, Municipality consents to the inclusion of this equipment/software as part of the System. Municipality shall retain title to any equipment or software that it contributes to the System and shall bear the risk of loss relating to its equipment/software.

If a Municipality supplies equipment that becomes part of the System, then Municipality must supply Contractor with appropriate tags, decals, or labels ("Asset Tags") to allow Contractor to label all Municipal-owned equipment as such.

Municipality represents that its Vehicles are public safety equipped and that installation of the Components as set forth in the Contract will not void the manufacturer's or supplier's warranties for those Components.

Municipality consents to the Installation, Integration and Implementation of all Components and the System to be provided by Contractor as they relate to Municipality's designated Facilities and Vehicles.

b. Pole-Mounted cameras ("Strongboxes"). The County, in its sole discretion, shall designate the location of Strongboxes. If such designation is located within Municipality, and Municipality agrees with such location, Municipality thereby consents to the Installation, Integration and Implementation of all Components and the System to be provided by Contractor as they relate to the Strongboxes located within Municipality. Municipality understands and agrees that Strongboxes shall be installed only if the location of such installation provides an environment meeting the specified requirements for the Components to be installed.

Cook County Project Gold Shield

Municipality will provide all Municipal decals for Strongboxes to the Contractor.

2. Installation and Integration Testing. The Contractor, in accordance with the Project Plan and with procedures mutually agreed to by the Contractor and County, shall install and test the hardware and software for each Municipal Facility, Vehicle, Strongbox and Hotspot, as applicable, and shall also conduct an end-to-end test of the System. Municipality agrees to cooperate, facilitate and participate in any specific tasks that may be set forth in the Statement of Work, Project Plan or that Municipality has otherwise been notified of and any subtasks reasonably related to the Contractor's testing of the System thereto for the prompt performance of such installation and testing.

Municipality shall participate in Acceptance Testing and shall sign off on its Acceptance of any Component or set of Components as requested by the County's Project Manager. If, during such testing, Municipality believes that there are any deficiencies in such Component(s), the System, or in their operation, Municipality shall immediately notify BOT because, during Acceptance Testing, the County must notify the Contractor of any failures or deficiencies of any Component or set of Components or the System in order for the Contractor to make necessary changes or corrections.

3. Training.

a. Vehicle Training. The Contractor, in accordance with the Project Plan and the procedures mutually agreed upon by the Contractor and County, shall provide training on the use and operation of the in-car Components to the appropriate Municipal Permitted Users who are responsible for the operation of the in-car Components implemented as part of the Project. Municipality agrees to cooperate, facilitate and participate in any specific tasks that may be set forth in the Statement of Work, Project Plan or that Municipality has otherwise been notified of and any subtasks reasonably related to the Contractor's provision of such Vehicle training for the provision and completion of successful training, including having appropriate personnel attend the sessions as scheduled by Contractor and agreed to by County.

Municipality, on or before Installation of Components in its Vehicles, will supply BOT and Contractor with several reasonable dates and times when its Permitted Users are available for training. Notwithstanding the foregoing, the schedule of such training shall be established by Contractor and County and Municipality will do all things reasonably necessary to ensure that its Permitted Users are available for such training on the dates and times set forth in the schedule. If a Permitted User becomes unavailable for training on a certain date, due to circumstances beyond the control of the Permitted User and Municipality, Municipality will notify the Contractor and County immediately. Additionally, Municipality will establish a system whereby it designates alternates for each training slot. Training sessions will be at locations designated by the Contractor and will not exceed eight hours in length with generally five vehicles to be used in a training session with three students per vehicle (one student from each working shift of the day). Training may be provided in a "train-the-trainer" format.

b. Other Training. If a Strongbox is to be located within the jurisdiction of Municipality, Municipality agrees to cooperate, facilitate and participate in training sessions to successfully educate First Responders regarding such Strongbox.

Cook County Project Gold Shield

Municipality agrees to cooperate, facilitate and participate in any specific tasks that may be set forth in the Statement of Work, Project Plan or that Municipality has otherwise been notified of and any subtasks reasonably related to the Contractor's provision of such Strongbox training and/or other training as requested by the County. The method for establishing the schedule and Permitted User availability for Strongbox or any other training is the same as provided in Section V (D)(3)(a) above.

4. Wireless Support Center. The County's Wireless Support Center ("WSC") shall answer questions and provide assistance to Permitted Users regarding the use of Project Components. Municipality agrees that all issues or problems that it or its Permitted Users encounter related to use of the Equipment, Software, or System shall be reported to the WSC promptly, and in no event more than 1 hour from the time such issue or problem arose. Municipality agrees to appropriately instruct all Permitted Users with respect to the use of the WSC and the necessity to report all issues and problems to the WSC including, but not limited to, those related to maintenance, repair and operation of the Equipment, Software or System.

5. Asset Recovery. Title to all of the Components provided pursuant to the Contract shall remain with the County. However, pursuant to this Agreement, Municipality has a revocable license to use such Components and to utilize the System. County shall establish procedures which shall enable it to de-install and recover Project-related Components in a Vehicle that is to be taken out of service either permanently or for an extended period of time, whether due to an accident, retirement, or any other reason. County may de-install and re-install the in-Vehicle Components on terms and conditions and with procedures established by the County, including re-installation in other Vehicles that are not owned or controlled by Municipality. Municipality agrees to cooperate, facilitate and participate in abiding by such terms, conditions and procedures. In the event that Municipality has a Vehicle that receives re-installed Equipment, all the terms and conditions of this Agreement shall apply to such Equipment and Municipality acknowledges that any re-installed Equipment is being reused in its as-is condition at the time with no refurbishing done on the Equipment, unless County agrees otherwise.

6. Equipment Maintenance. Pursuant to the Contract, the County shall pay Contractor to provide Equipment Maintenance Services for a period of one year. The County has the option of paying Contractor to provide up to four additional years of Equipment Maintenance Services following the end of such one-year period of time. Notwithstanding the foregoing, the County may terminate Maintenance Service for certain Equipment upon at least thirty (30) days notice to the Contractor, if the County permanently removes it from productive use within the System. Municipality agrees that it shall immediately notify BOT if it reasonably believes any Equipment is or should no longer be in productive use within the System. Additionally, the County may terminate Equipment Maintenance Services if funds have not been appropriated by the United States Department of Homeland Security and made available to the County through the State of Illinois and its Illinois Emergency Management Agency.

Municipality understands and agrees that County shall provide Maintenance Services for the Equipment located in Municipality's jurisdiction or its Vehicles only to the extent that Contractor provides such services pursuant to the Contract. In the event that the Equipment Maintenance Services of the Contractor are terminated, and County obtains

Cook County Project Gold Shield

replacement services, Municipality agrees that it will only permit servicing of any Equipment or the System by such replacement services. In no event will Municipality undertake to provide or perform Equipment maintenance, including repairs, without the express written authorization of BOT.

Municipality Responsibilities. Municipality agrees to perform responsibilities related to Equipment located in Municipality's jurisdiction or its Vehicles. Such responsibilities include, but are not limited to:

- cooperating with Contractor and County to develop, maintain and update an inventory of Equipment; returning to Contractor all defective CRU's ("Customer Replaceable Unit") (e.g., keyboards, memory, or hard disk drives) within thirty (30) days of the County's receipt of the replacement CRU;
- ensuring that any access codes Contractor provides to the County and County in turn provides to Municipality will only be given to those authorized by the County to receive such codes; and
- providing Contractor and County with information they reasonably request which is related to provision of Maintenance Services and notifying Contractor and County of any changes to such information; and
- Any other or additional responsibilities set forth in the Statement of Work.

Spares. If County decides to store either repair parts or "Spares" at a location controlled by Municipality, Municipality will provide secure storage space and be responsible for all loss of or damage to any parts to the same extent that County has agreed to be so responsible under the terms of the Contract.

Exclusions. Maintenance Services of Contractor shall not cover damage caused by intentional or malicious acts of vandalism, motorized vehicles or acts of God. In such event, the cost of maintenance or repair shall be borne by Municipality, unless the County otherwise agrees.

Notification to WSC. Municipality agrees to promptly notify the WSC of any issues and problems regarding the Equipment or System, including the need for maintenance, repairs or the occurrence of malfunctions to the Equipment or System.

Cooperation. Throughout the term of this Agreement, Municipality also agrees that it will fully cooperate with County and Contractor so that such maintenance and repairs may be performed, including allowing access to all Municipal -controlled property. Municipality agrees that Contractor may install any and all mandatory engineering changes. Additionally, Municipality agrees that it will allow the installation of any feature, conversion or upgrade of any Equipment within thirty (30) days of its delivery. The County may install, or alternatively may direct Municipality to install virus protection programs.

7. Software. Pursuant to the Contract, the County shall pay Contractor to provide software support for a period of time that ends, depending on the software, anywhere from one to five years.

Cook County Project Gold Shield

Municipality understands and agrees that County is only obligated to provide software support to the extent that Contractor provides or makes available such services pursuant to the Contract. In the event that the software support services of the Contractor are terminated, and County obtains replacement services, Municipality agrees that it will only utilize software support provided by such replacement services. Further, in no event will Municipality provide software support, without the express written approval of BOT, and a representative authorized by BOT must perform any such approved software support.

Municipality consents to and will cooperate, facilitate and participate in the installation of any patches, fixes, new releases or versions of software, when, and as, determined by County.

Municipality Responsibilities. Municipality agrees to perform such responsibilities as they relate to software support available to it. Such responsibilities include, but are not limited to:

- ensuring that any mobile equipment is transported to the repair site designated by Contractor;
- adequately protecting the System and all data contained in it whenever Contractor remotely accesses it;
- providing sufficient, free and safe access to Municipality-owned and controlled facilities and Vehicles for Contractor to fulfill its obligations;
- having specified equipment or programs installed at its locations if software support is provided through a telecommunications link;
- Any other or additional responsibilities set forth in the Statement of Work.

Exclusions. Warranties for software support will be voided by misuse, accident, modification other than by Contractor, unsuitable physical or operating environment, operations in other than the specified operating environment, or failure caused by a software product for which Contractor is not responsible. In such event, the cost of software support shall be borne by Municipality, unless the County otherwise agrees.

Notification to WSC. Municipality agrees to promptly notify the WSC of any issues and problems regarding software support. Throughout the term of this Agreement, Municipality also agrees that it will fully cooperate with County and Contractor so that such software support may be provided, including allowing access to all Municipal-controlled property.

Use of Software. The Contractor shall provide software licenses for the software it supplies pursuant to the Contract. The Contract provides that Permitted Users may access and use the Software for all normal business purposes in the operation of the System or of any Component. Pursuant to the Contract, Municipality shall have the right to make back-up copies of the Software as are reasonably sufficient to support its use of the Software, but all such copies shall be subject to the rights of the Contractor, and any applicable third-party licensors except in those instances in which the Software is being developed pursuant to the Contract for the System and constitutes County Materials owned by the County. Upon request, the County shall provide Municipality with copies of the software licenses it has received from Contractor.

Cook County Project Gold Shield

8. Municipality Project Responsibilities. The successful completion of the Project and the operation of the System require the commitment and participation of Municipality's management and personnel. Municipality agrees to perform such responsibilities under the Contract as relate to the Components and System located within Municipality, including, but not limited to, the following:

- providing operational information and data within three (3) working days of Contractor's or County's request;
- providing access to support personnel as necessary to complete the Project;
- notifying and scheduling personnel for education, meetings, and reviews;
- communicating to the Contractor and County on the overall Project progress;
- designating Municipality's Permitted Users and scheduling their attendance at training sessions, supplying the contact information for the person who will coordinate such training for Municipality;
- cooperating with the designation of the locations of hotspots within Municipal buildings and Vehicles, and the location of Strongboxes for installation of the Equipment;
- obtaining all necessary permits to allow completion of the Project activities in accordance with the Project Schedule;
- providing a Municipality Project Manager to serve as the single point of contact who has specific authority to make all necessary decisions regarding any aspect of the Project performed in Municipality;
- providing a sample Municipality Asset Tag to the Contractor;
- obtaining any necessary or required equipment IDs and receiver programs for LEADS2000 and ALERTS.net;
- obtaining proper authorization with regard to IP addresses that are to be used to access the iCLEAR system, prior to the relevant equipment installation;
- establishing, prior to Equipment Installation, a cellular communications account with the cellular communications provider for the System with respect to each Vehicle modem and making all required payments of charges under such account; provided, however, that if funding becomes available for this purpose, the County may assume this expense to the extent of such funding;
- the required power source for Strongbox installations;
- supplying 110 volt AC service and building ground access at the point of installation for the Cisco 1300 Bridge Power Injector, as installed as part of the Project;
- promptly obtaining all required permits and consents necessary to install, implement and test the Components and the System within Municipality; and
- providing a phone line for inbound calls to the Wireless Support Center; and
- Any other or additional responsibilities set forth in the Statement of Work.

9. Minimum Requirements. In order for the County to either designate a municipal building or Vehicle as appropriate for Installation or continued Installation of a

Cook County Project Gold Shield

Component, either before or after the Survey, Municipality and its Facilities, Vehicles and locations must perform certain responsibilities, which include, but are not limited to the following:

- Municipality shall have available sufficient “real estate” or space for the installation of the required Equipment;
- the applicable environment where communication equipment is to be installed as part of the Project will meet OSHA requirements;
- appropriate HVAC will be provided for hardware installed as part of the Project;
- Municipality will provide sufficient power and CAT5 connections, and receptacles as necessary;
- Municipality will provide user IDS and receiver applets for the in-car software applications;
- Municipality’s vehicles must be public safety equipped;
- Municipality will provide a police escort when required when a Strongbox is installed, taken down for repair, or reinstalled, at no charge;
- Municipality is responsible for any overtime, travel expenses, or other payments for Permitted Users when they attend training classes;
- legacy camera coax cable will be run by Municipality;
- Municipality Asset Tags will be provided by Municipality to Contractor at least seventy-two (72) hours prior to the date and time of scheduled Installation;
- all municipal decals for strongboxes will be provided by Municipality to Contractor at least seventy-two hours prior to the date and time of scheduled installation;
- Municipality will be responsible for requiring and monitoring adherence to appropriate standards when Project Equipment is used for Internet browsing; and
- Municipality’s existing vehicle computers and dedicated personal computers for the viewing station must meet the minimum requirements set forth in the Statement of Work; and
- Any other or additional responsibilities set forth in the Statement of Work.

VI. ADDITIONAL CONDITIONS

It is the responsibility of Municipality to carefully review the Contract, including Part II – the General Conditions (“GC’s”) because Municipality agrees to be bound by these general conditions to the same extent as County and Municipality agrees to perform County’s obligations under the Contract relating to the Components and System located within Municipality and its Vehicles, to the extent that these obligations may be performed by Municipality.

A. Confidentiality. Municipality shall protect Contractor and County Confidential Information, including the Statement of Work, Project Plan and any other appendices to the Contract (collectively, “Contract Documents”), to the same extent that the Contractor and County agree to protect such information. Municipality recognizes and agrees that the Contract Documents are sealed and shall be kept sealed and strictly confidential for the reasons set forth in the Contract, including but not limited to the fact that disclosure

Cook County Project Gold Shield

would jeopardize the security of the System. However, the County and Contractor recognize that Municipality needs to have personnel review the Contract Documents as necessary and appropriate for the performance of its assigned duties or to participate in or utilize the System. Therefore, Municipality shall appropriately limit access to, and protect the confidentiality of, such Contract Documents and any and all other Project-related documents. Municipality acknowledges that it has received one copy of the Contract Documents and agrees that it shall make no other copies. Municipality shall designate one contact person who is responsible for maintaining the copy under lock and key, with review of such copy limited as set forth herein. Municipality is advised to review the Contract at GC-7.1, Confidentiality.

B. Proprietary Rights. Municipality acknowledges and agrees that County owns all right, title and interest in County Materials and all copyrights of the United States and any other country recognizing such rights, pertaining thereto. Municipality agrees to be bound by the terms of GC-7.2, Proprietary Rights regarding County's proprietary rights. Municipality agrees to reproduce the copyright notice and any other legend of ownership on any copies of Materials or County Materials.

C. Personnel and Policies.

1. Background Checks. Municipality shall ensure that background checks are obtained and documented with respect to all its personnel or agents, including all Permitted Users, who are involved in Installation, Implementation or Integration of the System or who have access to the System or any of its Components. The background checks must comply with the requirements set forth in the Contract, at GC-8.1(B). The background checks shall be current as of the date that the individual is first involved with the System and shall include investigation and identification of all state or federal misdemeanor or felony convictions of such individual or criminal charges pending against such individual. At the request of the County, Municipality shall deliver a written certification that it has performed, and the subject individual has passed such verification procedures. As necessary, Municipality shall provide for replacement personnel, as provided in the procedure set forth in the Contract, at GC-8.2(C).

2. Liaison. The CIO or his designee (which shall include the County's QA Contractor), shall at all times act as the primary liaison for the County, including contacts between the County and Municipality. Municipality's Project Manager or his/her designee shall at all times act as the primary liaison for Municipality, including contacts between Municipality and County.

3. County Policies and Procedures; Cooperation with QA Contractor. Municipality covenants that it and its agents, personnel and Permitted Users who are involved in Installation, Implementation or Integration of the System or have access to the System or any of its Components shall at all times comply with and abide by all reasonable policies and procedures of the County (as such may exist or be revised or established from time to time) that relate to the Project, including the Project Plan, and the System. Municipality also covenants that it and its agents, personnel and Permitted Users shall at all times fully cooperate with the County's QA Contractor.

Cook County Project Gold Shield

D. Insurance. With the exception of professional errors and omissions insurance, Municipality, throughout the term of this Agreement, shall comply with the insurance obligations, and maintain the insurance, also required of the Contractor as set forth in the Contract, at GC-9, Risk Management, including but not limited to, naming Cook County and the employees of Cook County as additional Insureds under such policies, and requiring that all such policies waive the insurers rights of recovery, under subrogation or otherwise, against the County.

Additionally, upon installation of any Components by either the Contractor or by the County, within Municipality or in its Vehicles, Municipality shall bear the risk of loss for any damage or loss to such Equipment or Software. Accordingly, throughout the term of this Agreement, Municipality shall procure and maintain property insurance that shall provide coverage against all risks of physical loss and/or damage on a full replacement cost valuation basis without deduction for depreciation. Such insurance shall list Cook County as a named insured and loss payee.

Moreover, Municipality shall procure and maintain business interruption insurance in sufficient amounts to protect Municipality against any losses that it may suffer due to the interruption of its business or operations arising out of, or related to, directly or indirectly, the Project, or the operation or malfunction of any Equipment, Software or the System.

If Municipality self-insures or does not insure against such risks as required herein, then Municipality agrees to provide County with the equivalent benefits and protections that would otherwise be afforded to County if Municipality procured and maintained such insurance. Any deviations from the provisions of this Section D, Insurance, must be approved in writing by the County's Risk Manager.

E. Release and Indemnification. Municipality is not making any payment to the County for implementing the Project or the System. In entering into the Contract and this Agreement, County seeks to enhance the ability of First Responders located in Cook County to communicate and respond to threats or emergencies. Accordingly, in consideration of the terms and conditions of this Agreement, with the exception of intentional torts committed by County, Municipality hereby releases and agrees to indemnify and hold harmless the County, and all of its present, former and future officers, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the System by Municipality.

F. Covenant Not to Sue. Excluding any action to enforce the terms of this Agreement, Municipality hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, shareholders, directors, partners, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its officers, commissioners,

Cook County Project Gold Shield

employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement.

G. Third Party Beneficiaries. The Contract between Contractor and County does not create any right or cause of action for any third party, including Municipality, nor is Contractor responsible for any third party claims against the County and its Permitted Users except as described in the Contract with regard to its indemnification responsibilities pertaining to intellectual property and bodily injury or damage to real or tangible personal property. As to the Contractor's intellectual property indemnification responsibilities, as described in GC-13.2, Intellectual Property, Municipality shall adhere to the terms and procedures set forth in that section, including but not limited to returning the applicable allegedly infringing Materials or Components to Contractor. Notwithstanding the foregoing, the Contractor has acknowledged that Municipalities, as Permitted Users of, and participants in, the System, shall receive Services hereunder. Accordingly, in return for the County's agreement with Contractor that any claim or suit arising out of the enforcement of the Contract may be brought exclusively by County, the Contractor has agreed to refrain from asserting, as a defense to any such claim or suit: (1) any lack of contractual privity as between the County and a Municipality; or (2) that Municipality, rather than the County, had sustained the damages which are the subject of the claim or suit. Municipality is advised to review the Contract, at GC- 14.26, Third Party Beneficiaries.

Municipality acknowledges and agrees that any claims or relief it seeks arising out of the Contract shall be limited to claims brought by the County against the Contractor as herein described. The County, in its sole discretion, shall determine whether it shall file any such claims or seek such relief. Municipality agrees that it shall have no right to bring suit against or to seek relief from the County with respect to any decision by County to file or refrain from filing suit or to seek relief against the Contractor. Municipality releases and forever discharges the County from any claims it may have against the County arising from County's contractual relationship with the Contractor. The maximum liability of Contractor for actions arising under the Contract, and the maximum liability of the County and any Municipality for actions arising under the Contract are as set forth in the Contract. Municipality is advised to review the Contract, at GC-11, Damages; Maximum Liability of the County and Contractor.

Nothing in this Agreement shall create any rights in or confer any benefits upon third parties, nor shall this Agreement define or limit the duties and obligations of the Contractor under the terms of the Contract.

H. Availability of Pricing to Municipalities. During the course of the Project, Contractor shall make the Equipment and Software described in the Initial Statements of Work available to the Municipalities at the pricing set forth in such Statements of Work, for the time period mutually agreed upon by the County and Contractor (but not less than for a one (1) year period commencing on the date of execution of such Statements of Work by the County. Any purchases by such Municipalities shall be made pursuant to separate contracts between Contractor and the applicable Municipality. However, the volumes of Equipment and Software licenses reflected in such purchases shall be counted in the determination of whether the volumes required to achieve the pricing levels set

Cook County Project Gold Shield

forth in the Initial Statements of Work have been reached and shall apply to further purchases by either the County or by any Municipality.

If Municipality elects to make purchases of items which are subject to such pricing, such purchases shall be made pursuant to separate contracts between Contractor and Municipality. Municipality is advised to review the Contract, at GC-12.5, Pricing: Availability of Pricing to Municipalities.

I. Publicity. Municipality shall submit to the County all press releases and other publicity matters relating to this Agreement and shall not publish or disclose such publicity materials without the prior written approval of the County.

J. Required Consents. Under the Contract, the County is obligated to obtain and provide to Contractor all Required Consents necessary for Contractor to provide the Services described in the Contract. As applicable, Municipality will be obligated to obtain and provide County with such Required Consents. A Required Consent means any consents or approvals required to give Contractor or its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products not provided by Contractor under the Contract, to enable Contractor and its subcontractors to perform the Services set forth in the Contract without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Contractor will make the County aware of the need for any Required Consents of which Contractor is aware, and County shall make Municipality aware of the need for it to procure any Required Consents of which Contractor notifies County.

Municipality shall hold the County harmless against any and all claims or liability arising from, in connection with, related to, or as a result of any claim arising from Municipality's failure to provide Required Consents to the extent they are necessary to provide Services with respect to Components licensed to Municipality pursuant to this Agreement.

K. Municipality Data. Municipality is solely responsible for the actual content of any Municipal data file, the selection and implementation of controls on its access and use, and procedures for the security of stored Municipal data.

VII. MISCELLANEOUS TERMS

A. Force Majeure. Neither County nor Municipality shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such party's reasonable control and which event is not caused by such party's fault or negligence. Such events shall include acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

B. No Joint Venture. This Agreement shall in no event be construed in such a way that either County or Municipality constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Cook County Project Gold Shield

C. Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Chief Information Officer
Cook County Bureau of Technology
69 W. Washington Street
Suite 2700
Chicago, IL 60602
Telephone: 312.603.1400
Facsimile: 312.603.9905

And to:

Daniel Coughlin, Executive Director
Cook County Judicial Advisory Council
69 W. Washington Street
Chicago, IL 60602
Telephone: 312.603.1133
Facsimile: 312.603.9974

If to Municipality, to:

Telephone: _____

Facsimile: _____

D. Governing Law and Forum. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

Cook County Project Gold Shield

E. Severability. The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Contract shall survive and continue in full force and effect in accordance with the terms thereof.

F. Entire Agreement. This Agreement constitutes the entire agreement of the County and Municipality with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Contractor and County with respect to the subject matter hereof. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

G. Approval Required and Binding Effect. This Agreement between County and Municipality shall not become effective unless executed by a representative of the Judicial Advisory Council as authorized by the County Board. This Agreement constitutes a legal, valid and binding agreement, enforceable against Municipality and, once duly authorized and executed as set forth herein, against the County.

H. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

I. Survival. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended.

J. Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither the County nor Municipality has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.

K. Representations. Municipality represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement. Municipality represents that it shall comply with all applicable laws, regulations and ordinances.

M. Interpretation. For the purpose of construing this Agreement, unless the context otherwise requires: i) words in the singular will be deemed to include words in the plural, and vice versa; ii) a reference to the County includes the County's officers, commissioners, employees, attorneys, agents (including, where applicable, the County's

Cook County Project Gold Shield

QA Contractor) and assigns; and iii) a reference to Municipality includes its officers, members, employees, attorneys, agents and assigns.

N. Audit; Examination of Records. Municipality agrees that, upon receipt of a reasonable written request, the County Auditor or any of its duly authorized representatives shall, until three (3) years after the expiration of this Agreement, have access and the right to examine any books documents, papers, and electronic records of Municipality related to its compliance with the terms of this Agreement and its participation in the System. Municipality also agrees to permit the Illinois Emergency Management Agency and/or the United States Department of Homeland Security, or their designees, to perform such audits or examinations relative to its participation in the Project and the System and agrees to cooperate fully therewith.

WHEREFORE, the Parties have signed and executed this Agreement as of the Date written below in the County of Cook, State of Illinois.

Date: _____

FOR COUNTY:

FOR MUNICIPALITY:

Daniel Coughlin

Executive Director

Cook County Judicial Advisory Council

GENERAL CONDITIONS

SECTION GC-01: DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Contract, the following capitalized terms shall have the definitions specified below when used in this Contract and its Exhibits and the various Appendices thereto:

“Acceptance” means written approval by the County upon the conclusion of testing performed in accordance with County-approved Acceptance Testing Criteria during the Acceptance Period without the occurrence of any Material Errors in, or in connection with, the System or any Component thereof.

“Acceptance Period” means the period of time after Installation, during which critical functionality or performance of the System or any Component thereof is evaluated.

“Acceptance Testing Criteria” shall refer to criteria approved by the County which shall include the Minimum System Requirements set forth in Exhibit B, the functionality set forth in the Specifications and other criteria consistent with this Contract, which Acceptance Testing Criteria shall be utilized in determining whether the System and its Components are eligible for Acceptance by the County.

“Application” means each of the software applications to be furnished and Implemented as part of the System by Contractor pursuant to this Contract and shall also, when the context requires, refer to middleware applications provided pursuant to this Contract to support other Components.

“Board” means the Cook County Board of Commissioners.

“Bureau” or **“BOT”** means the Cook County Bureau of Technology.

“C-5 NetCon Contract” means the Contract pursuant to which a contractor shall develop, provide, install, implement, integrate and maintain a software application for the Cook County Communications Command Center.

“Chief Information Officer” or **“CIO”** means the Bureau Chief of the BOT, or his designee.

“County” means: (i) where used in imposing responsibility or obligations (e.g., where indicating a particular promise, agreement, representation, Maintenance, or other contractual undertaking or other obligation as that of the County), the County of Cook, Illinois, a body politic and corporate, acting through its Board; and (ii) where used to indicate the particular entities that are to receive the benefit of any particular Services, the County of Cook, Illinois, a body politic and corporate, and (unless the context specifically requires otherwise), the Municipalities.

“Component” means any specific item of Equipment or Software to be provided by Contractor to the County under this Contract.

“Confidential Information” means: (i) with respect to the County (a) the location of all installations, (b) County-unique topography, IP scheme, and network diagram(s), (c) County-specific integration, installation and implementation methodologies; (d) Exhibit B to this Contract, (e) the status of installations and System performance; and (ii) with respect to either party, information specifically

marked or identified to the other as confidential. Notwithstanding the immediately preceding sentence, Confidential Information shall not include, with respect to either party, any information that is: (a) publicly available, through no breach of this Contract by the other party or its subcontractors, or their respective employees; (b) independently developed, without reference to such party's Confidential Information and other than in connection with this Contract, by the other party; (c) at the time of disclosure thereof to the other party, already known or in the possession of such other party, other than in connection with this Contract, without such other party being under any obligations of confidentiality with respect thereto; (d) acquired in good faith by the other party from a third-party; or (e) required to be disclosed or made publicly available by applicable law, statute, regulation, ordinance, or otherwise, including by this Contract.

“Contractor Equipment” shall refer to Equipment that is manufactured by Contractor.

“Days” means calendar days, unless otherwise specified.

“Deliverable” means any Components, Services or Materials provided by Contractor pursuant to this Contract.

“Documentation” means the printed and on-line materials that are provided or made available to the County by Contractor hereunder and that describes or relate to a Component of the System or that assist Permitted Users to use the System. Documentation shall include, but not be limited to, Specifications.

“Effective Date” has the meaning given it in Part I of this Contract.

“Equipment” means, collectively, all of the hardware (and all features, conversions, upgrades, modifications, accessories, peripherals, and combinations thereof, and any firmware, to the extent such or firmware is required to operate such hardware or equipment) that is provided by Contractor to the County, or to any Municipality, under the terms of this Contract.

“Exhibit B” shall refer to the Statement of Work attached to this Contract and shall include the Appendices or Schedules attached to and incorporated within Exhibit B.

“Facility” means a building or radio tower, as designated by the County, in accordance herewith, that is owned or leased by, or otherwise in the possession of, the County or a Municipality and within or upon which Components are, or are to be, installed.

“Final Acceptance” means the date certified in writing by the CIO as the date when all aspects of the System are complete and have attained Acceptance.

“First Responder” or **“Public Safety Personnel”** means any member of the law enforcement, fire, hazmat, emergency management, public works, emergency medical, public health communities or other responder communities, or any entity deploying any such member (whether the County, any Municipality, or any other entity), who prepare for and respond to crimes, emergencies, or disasters.

“Hot Spot” means, as the context may require: (i) the latest implementation within which 802.11(x) communications may be transmitted or received in conjunction with a fixed or mobile communications module; or (ii) the specific Components that create, generate, or maintain such coverage area as is described in the foregoing clause (i).

“Implementation” means, collectively, the processes, tasks, activities, and Services by which Components are configured, optimized for use, and implemented hereunder as parts of the System.

“Implementation Schedule” has the meaning given it in Exhibit B to this Contract.

“Installation” or **“Install”** means, collectively, the processes, tasks, activities, and Services by which the delivery, assembly, installation, and set-up of Components is accomplished, such that they are ready for Implementation.

“Integration” means, collectively, the processes, tasks, activities, and Services that are required to be performed by Contractor to ensure that all Components of the System are compatible, and function interoperably, with each other and with the County’s WAN.

“Maintenance Services” means the Services and obligations of Contractor that are described in this Contract and any other Services or obligations of Contractor that are described elsewhere in this Contract and that pertain or relate to the ongoing support and Maintenance activities performed on the System or any Component(s).

“Material Error” means a defect, error, problem, or issue that: (i) adversely affects operation or availability of a substantial or significant portion of the System; or (ii) materially and adversely affects the performance, availability, or functionality of one or more Components and for which a reasonable workaround is not available.

“Materials” means literary works or works of authorship such as, for example, programs, program listings, programming tools, documentation, reports, drawings, and similar works that Contractor may produce and deliver to the County as part of the Services provided under this Contract. For the avoidance of doubt, the term “Materials” does not include commercially available software programs.

“Milestones” means those activities, responsibilities and deliverables which shall be completed by Contractor and Accepted by the County’s Project Manager before certain payment obligations of the County arise, as set forth in these General Conditions.

“Municipality” means any non-County entity that employs or deploys First Responders and that, at any given time, is: (i) designated by the CIO and with respect to which Components are, or are to be, installed or provided pursuant to this Contract; or (ii) otherwise authorized or permitted by the County to access or use the System.

“Permitted Users” means the County and the Municipalities and any persons reasonably associated with the County, or with any of the Municipalities, who, at any given time, are permitted by the County or the Municipalities to access or utilize the System.

“Project” means the Services and obligations described as responsibilities of the Contractor in this Contract that pertain or relate to the Installation, Implementation, or Integration of the Components and the System, and related training, through Final Acceptance, other than those described as responsibilities of the County or the Municipalities.

“Project Plan” means the detailed implementation plan prepared and updated by Contractor with the approval of the CIO.

“Purchasing Agent” means the Cook County Purchasing Agent, whose office is located at 118 N. Clark Street, Chicago, IL 60602.

“Services” means any or all of the tasks, activities, and services that are to be provided by Contractor in performance of its obligations hereunder, including, but not limited to, those pertaining to the Project and those to be provided as part of the Maintenance Services.

“Software” means the machine-readable forms of the specific computer software (including, but not limited to, any programs, interfaces, applications, and middleware, but expressly excluding any microcode (other than operating systems) and firmware that is required to operate any specific Equipment)) that are provided by Contractor to the County, or to any Municipality, under this Contract and any Upgrades, modifications, patches, fixes, and New Releases and combinations of, and any Documentation relating to, any of the foregoing. Except as otherwise provided herein, “Software” shall not include source code of any kind.

“Spare” or **“Spare Equipment”** shall refer to Equipment that is intended by the County to be used to replace malfunctioning Equipment that is removed from service in order to facilitate continued operation of the System.

“Specifications” means the manufacturer-issued document(s) that provide(s) performance and operating information pertaining to a specific Component.

“Survey” shall mean the Facility or Vehicle surveys performed by Contractor as described in Exhibit B pursuant to which Contractor identifies the Components to be installed within the applicable Facility or Vehicle and further identifies whether the environment provided in such Facility or Vehicle is adequate for the Project.

“System” means all of the Equipment and Software to be provided to the County, as installed, implemented, and integrated by Contractor, in accordance with this Contract, into an integrated system, and includes, but is not limited to, any corrections, fixes, modifications, and enhancements to such system that are described in, or to be provided pursuant to, this Contract and any additional or substitute Equipment or Software provided by Contractor pursuant to a written amendment to this Contract.

“Third Party Products” means any Components that are proprietary to, or licensed by, third parties and provided to the County by Contractor hereunder.

“Type I Materials” means those Materials that are produced and delivered by Contractor to the County in connection with the Services provided under this Contract.

“Vehicle” means a vehicle, as designated by the County, in accordance herewith (regardless of whether owned or leased by the County or by any Municipality), in which Components are, or are planned to be, installed to permit mobile video, voice and data communications through the System.

“WAN” means wide area network.

“Wireless WAN” means the networking infrastructure gateway that provides for the operation of an interoperable mobile video and data network system.

SECTION GC-02: ENGAGEMENT

GC-02.1 Engagement as Prime Contractor.

In accordance with, and in reliance upon, the terms and conditions of this Contract, the County hereby engages Contractor to perform all of the Services, to provide all of the Deliverables, to Install, Implement, Integrate, support, and maintain the System and all Components thereof, to procure and provide all of the Equipment, and to grant the license rights to all Software, each as described in this Contract, and Contractor hereby accepts such engagement upon such terms. Contractor agrees to perform its obligations in accordance with the schedule contained in the Project Plan, which schedule will be set forth as part of Exhibit B and any other schedules developed and agreed to in writing by the parties for the Project. Contractor shall be the prime contractor hereunder, and, subject to the terms and conditions hereof, Contractor hereby assumes full and total responsibility for obtaining and providing all Software, Equipment, Documentation, and Services necessary to provide the Deliverables, and install, integrate, implement, support, and maintain the System, in accordance with this Contract.

GC-02.2 Responsibilities as Prime Contractor.

As the prime contractor hereunder, Contractor agrees, subject to the terms and conditions of this Contract, to: (i) except as otherwise agreed, act at all times as the single point of reference and contact for the County and the Municipalities with regard to this Contract and all performance hereunder; (ii) to procure and provide to the County, in return for the fees payable pursuant to GC-12, Financial Terms and specified in Exhibit B to the Contract, all of the Deliverables specified in Exhibit B to the Contract, regardless of whether any particular Components are manufactured or supplied directly by Contractor or through third parties; and (iii) to provide, install, configure implement and integrate the Components, and, pursuant to Exhibits B, the ongoing repair of all such Equipment and Software and the performance of all of the Services, including coordinating the related activities of any of Contractor’s subcontractors and any applicable manufacturers, supplies, or licensors.

SECTION GC-03: RESOURCES

A. Licensed Software.

In accordance with the provisions hereof, the County is licensing all licensed Software provided under this Contract from or through Contractor as the case may be, for use by its Permitted Users, in return for the license fees payable pursuant these General Conditions and specified in Exhibit B to the Contract. Notwithstanding any specific releases or versions of licensed Software indicated in Exhibit B, Contractor shall refrain from obtaining for, and delivering to, the County specific copies of particular Software until such Software order is approved by the CIO and is reasonably needed for the Project. This shall allow the County to elect to license (and Contractor shall exercise commercially reasonable efforts to grant such licensing at a discount at least equivalent to the discount extended to the County hereunder, as reflected in the applicable license fees set forth in Exhibit B) a later or superior New Release of such Software than that specified in Exhibit B, if such later or superior New Release becomes available. Any such changes to Software releases, and associated cost changes if any, will be documented via a written amendment to this Contract.

B. License Terms.

All licensed Software provided to the County and the Municipalities hereunder shall be licensed by the applicable manufacturer or supplier pursuant to the express terms of separate, written license agreements. Contractor shall provide each such separate license agreements to the County's CIO, in writing or electronically, no later than upon delivery to the County of the respective Software to which it applies. Notwithstanding the terms of any license agreement issued by a manufacturer or supplier, as between the parties to this Contract, Contractor shall ensure that all Software is warranted in all of the respects set forth in GC-06, Representations, Warranties and Disclaimers, and shall be perpetual and irrevocable, non-exclusive, non-transferable, and paid-up and royalty-free license and grant to Permitted Users the right to use the Software in accordance with this Contract.

C. Scope of Use.

Without limitation, Permitted Users may access and use the licensed Software for all business purposes, including emergency response purposes, in the access, use, operation, and repair of the System, or of any Component thereof, in connection with the County's or any of the Municipalities' operations. For the avoidance of doubt, the County and the Municipalities may also permit their respective third-party consultants and service-providers to access and use the Software, for and on behalf of the County.

D. Back-Up and Archival Copies.

The County and the Municipalities shall have the right to make such back-up and archival copies of the Software as are reasonably sufficient to support their respective use of the Software. No right to modify, create derivative works of, adapt, translate, decompile or reverse engineer the Software is granted except in those instances in which the software is developed pursuant to this Contract for the System and is to be owned by the County.

GC-3.2: Equipment

In accordance with the provisions hereof, the County agrees to purchase from Contractor the Equipment identified in Exhibit B to this Contract, in return for the fees payable pursuant to these General Conditions and specified in Exhibit B. Notwithstanding any specific models of Equipment indicated in Exhibit B, Contractor shall refrain from obtaining for, and delivering to, the County specific Equipment until such Equipment order is approved by the CIO and is reasonably needed for the Project. This shall allow the County to elect to purchase (and Contractor shall exercise commercially reasonable efforts to allow such purchases at a discount at least equivalent to the discount extended to the County hereunder, as reflected in the applicable fees set forth in Exhibit B) a later or superior model of such Equipment than that specified in Exhibit B, if such later or superior model becomes available.

A. Title and Security Interests; Risk of Loss

1. Individual Sales and Security Interests.

Contractor transfers title to the County or, if the County chooses, its Permitted User, when Contractor Installs the Equipment.

2. Risk of Loss and Insurance.

Contractor bears the risk of loss and damage for each Component until the time the Component is installed or, in the case of Spare Equipment, up to the time it is stored, at its designated location at a Facility of the County or one of the Municipalities and the County is notified thereof. Thereafter, the County bears such risk. Each Component shall be covered by insurance against any such loss and damage, which insurance shall be arranged and paid for by Contractor, at its sole expense, covering the period until the risk of loss shifts to the County.

SECTION GC-04: THE PROJECT

GC-04.1: Project Services

A. Scope.

Contractor shall perform all of the Services and shall provide all of the Deliverables necessary and appropriate to accomplish the provision, Installation, configuration, Implementation, and Integration of the Components and the System with respect to each of the designated Vehicles and Facilities, as described in this Contract and in Exhibit B attached hereto (the "Statement of Work"). All such performance shall be in a timely manner and in accordance with the Project Plan set forth as part of Exhibit B, except as otherwise approved in writing by the CIO.

Although the parties have attempted, in this Contract and in the Statement of Work, to delineate the specific Deliverables to be provided by Contractor, the parties acknowledge that some items or services comprising a Deliverable may not have been specifically identified. Therefore, as used to describe these activities, the "Services" shall include not only any services, tasks, functions, and responsibilities specifically described in this Contract or in the Statement of Work, but also any inherent subtasks of such services, tasks, functions, and responsibilities that are required for the proper Installation, Implementation and Integration of the System.

B. Rights and Duties of the County.

Notwithstanding anything to the contrary set forth elsewhere in this Contract, if, prior to the applicable dates for Installation activities to begin with respect to any particular Facility or Vehicle, as set forth in the Project, the County determines that, regardless of reason or cause, such Facility or Vehicle is no longer available or appropriate for use or inclusion in the Project Plan, the County, as directed by the CIO, may designate a substitute Facility or Vehicle as a replacement. The County will promptly notify Contractor of any such substitution, the Project Plan shall be promptly and appropriately revised, in accordance herewith, to reflect such substitution, and Contractor's activities shall then proceed, in accordance with the revised Project Plan, with respect to the substitute Facility or Vehicle. The County shall perform its duties and obligations hereunder in accordance with the Project Plan, except that, with respect to Vehicles and

Facilities in the possession or under the control of Municipalities (and not possessed or controlled by the County itself), such Municipalities shall be responsible for preparation of such Facilities or Vehicles. While the County shall use reasonable efforts to cause such Municipalities to prepare such Facilities and Vehicles for the Project activities in accordance with the Project Plan, neither the County nor Contractor shall be responsible or liable for delays occasioned by the Municipalities. The County shall be responsible for the preparation of its Facilities and Vehicles in connection with the Installation and Implementation of Components and other Project activities.

C. Project Management.

Contractor shall, at all times during the Project, furnish efficient business administration and project management services with respect to the Project, and appropriately supervise all work performed as part of the Project, as necessary and appropriate to complete Installation, Implementation, and Integration of the System in a timely manner, in accordance herewith. Contractor shall cooperate fully and promptly with County personnel and with County's C-5 NetCon Contract contractor and QA contractor in every aspect of the Project. Contractor's key Personnel shall meet weekly with the QA contractor, which meetings may be attended by County representatives. Contractor shall supply the QA contractor with all information and reports requested, at the times, frequencies and formats requested by the QA contractor.

D. Conduct While Onsite.

Whenever Services are to be performed onsite at a Facility or location of the County or of any Municipality, Contractor shall notify and coordinate with the County or the applicable Municipality reasonably in advance regarding the provision of such Services. Upon arrival at the applicable location or Facility, Contractor's personnel shall promptly contact and announce their arrival to appropriate County or Municipality personnel. Contractor is responsible for obtaining in advance, with the cooperation and assistance of the County, any building permits/passes, clearances, badges, and the like that are necessary or required for obtaining access to, and performing the Services at, any such location or Facility. Contractor shall make every effort to provide and complete onsite Services during the normal business hours of the applicable location or facility, to the extent reasonably practicable but shall be available, subject to Municipal approval, to provide Services during off hours when it is more convenient or otherwise necessary to do so in order to meet Contract timelines. Contractor shall not materially interrupt or interfere with the County's or the applicable Municipality's business operations when providing Services, except to the extent reasonably required for the performance of such Services. Contractor shall notify the appropriate onsite personnel of the County or of the applicable Municipality in advance of taking any action, in connection with performing Services, that might reasonably be expected to adversely affect or disrupt the County's or such Municipality's business operations (e.g., by advising such personnel that a particular device will be taken offline, moved, or disconnected, etc.), exercising all reasonable efforts to minimize and mitigate the effects of any such action or disruption.

E. Environment for Installation of Components.

The County agrees that the Components shall be installed only if the applicable Facility or Vehicle provides an environment meeting the specified requirements for the Components to be installed. Contractor shall promptly notify the County in writing in the Survey if the environment in which any Component is to be installed fails to meet these requirements, and the County or Municipality shall be provided with a reasonable opportunity to correct such failure or, at County's election, the County may

identify another Facility or Vehicle for the Installation of the Component. With respect to Contractor Equipment, Contractor shall follow and complete its standard installation procedures before such Contractor Equipment shall be considered to be Installed and Installation activities with respect thereto completed. Nothing in this paragraph makes the County responsible for Facilities in the possession or under the control of Municipalities (and not possessed or controlled by the County itself); such Municipalities shall be responsible for preparation of such Facilities. While the County shall use reasonable efforts to cause such Municipalities to prepare such Facilities for the Project activities in accordance with the Project Plan, the County Contractor shall not be responsible or liable for delays occasioned by the Municipalities.

F. Cooperation and Coordination.

At all times during the Project, and in all respects with regard to performance of the related Services, Contractor shall cooperate and work as reasonably necessary and appropriate with the other service providers and suppliers (e.g., telecommunications providers or carriers, other utilities, manufacturers or suppliers of resources such as radio towers, etc.) of the County and the applicable Municipalities in order to perform the Services.

G. Training.

Contractor shall provide training to educate First Responders and Permitted Users to operate the System (existing and new installations) and its Components in accordance with a flexible schedule that appropriately takes into account the dates of specific Installations, Project timelines, and the availability of the Permitted Users, in light of their duties as First Responders. Such schedule shall be proposed in a timely manner by Contractor and must be approved in advance and in writing by the CIO. Once approved, such training schedule shall be incorporated into the Project Plan. Contractor shall develop refresher training courses for County purposes.

H. Non- Exclusivity.

Without limiting the County's obligations hereunder, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the term of this Contract or thereafter, any type of products or services in any way similar or related to the Components, the System, or the Services to be provided by Contractor hereunder or any other products or services. Contractor shall not interfere with either the County or any such third party from whom the County obtains, or seeks to obtain, any such products or services. The County may also, in its sole discretion, at any time, extend the System and make it available to Municipalities other than those initially participating in the Project hereunder, regardless of whether any necessary or appropriate hardware, software, or other technology or components are obtained from Contractor pursuant to the terms of this Contract or otherwise.

SECTION GC-05: ACCEPTANCE PROCEDURES

A. Procedures for Acceptance Testing.

Contractor shall perform thorough and adequate testing of each Component (or set of Components, or the System, as applicable) against all applicable County-approved Acceptance Testing Criteria to verify that Installation, Implementation, and Integration of such Component (or, as applicable, such set of Components, both individually and collectively, or the System) complies therewith in accordance with the

requirements of this Contract. Contractor shall provide the County with the results of this testing and, unless otherwise agreed, shall demonstrate to the County or its QA contractor the required compliance. Following the provision of such test results and demonstration, if applicable, the County shall have an opportunity to review such results and ten business days for County to perform such additional testing as it deems necessary or appropriate.

B. Issuance of County Acceptance.

If the County determines during such review and testing that such Component (or, as applicable, such set of Components, both individually and collectively, or the System), as Installed, Implemented, and Integrated by Contractor, meets or satisfies all applicable Acceptance Testing Criteria then the County shall notify Contractor in writing that the County has issued its Acceptance of such Component(s) or, when applicable, the System.

C. No Waiver of Defects Not Discovered.

No issuance, or deemed issuance, of the County's Acceptance of any Component, Deliverable, or the System shall be deemed to waive any right or remedy of the County under this Contract, at law, or in equity or with regard to any defect not discovered during Acceptance testing.

D. Deficiencies Identified by County.

If it is demonstrated during such review and testing that any of the Acceptance Testing Criteria have not fully satisfied, the County shall deliver to Contractor a written report describing the failures or deficiencies in reasonable detail within ten business days of testing. Contractor shall correct any such failures or deficiencies within ten business days (or such other period of time as is reasonably and mutually agreed to by the parties in writing) after receiving any such report and shall notify the County in writing when such corrections are completed. The County may then re-test the Component(s) or System, in accordance with the process set forth above in this Section, during which testing the determination, notification, and correction process described above in this Section shall be repeated.

E. Acceptance of Deliverables.

The County shall also have the right to review and test each Deliverable that is to be provided by Contractor to the County that is not a Component, to determine whether such Deliverable conforms to the applicable Acceptance Testing Criteria and whether the County shall accept or reject such Deliverable. Such right shall be exercisable by the County upon receiving written notification from Contractor that such Deliverable is ready for review and testing such Deliverable at least meets or satisfies all Acceptance Testing Criteria. Acceptance testing of Deliverables shall follow the procedures set forth in this Section with regard to Components and the System.

F. Rights of County upon Failure to Achieve Acceptance.

The County shall have the right to terminate this Contract for cause in the event a Component, Deliverable or the System fails to achieve Acceptance within a reasonable time after Acceptance Testing is commenced with respect to any Component or the System.

SECTION GC-06: REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

GC-06.1: Representations and Warranties

A. Organization and Standing.

Contractor represents that it is duly organized, validly existing, and in good standing under the laws of the State of its principal place of business. Contractor further represents that Contractor is duly qualified to transact business in, and is in good standing under the laws of, the State of Illinois.

B. Certification of Qualification (Cook County Ordinance Chapter 10, Section 7).

Contractor represents that neither it nor any subcontractors or material suppliers that it shall engage hereunder has not, and warrants and covenants that they shall not have, during the three (3) years immediately prior to the respective applicable date of first providing Services hereunder: (i) been convicted of bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity; or, (ii) made an admission of guilt of such conduct as is described in the foregoing clause (i) which is a matter of record, but has not been prosecuted for such conduct.

C. Disqualification for Nonperformance (Cook County Ordinance Chapter 10, Section 7.3).

Contractor represents that neither it nor any subcontractors or that it shall engage hereunder has not, and warrants and covenants that they shall not have, during the twenty-four (24) months immediately prior to the respective applicable date of first providing Services hereunder, had any contract by the County or the Board terminated for cause by the County or the Board.

D. Non-Debarment Certification.

Contractor represents and certifies that neither it nor any subcontractors that Contractor currently intends to engage or utilize hereunder, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or the Project by any federal agency or department.

E. Corporate Power.

Contractor represents that it has the requisite legal and corporate power and authority to enter into this Contract, to grant the rights that it purports to grant in this Contract, and to carry out and perform its duties and obligations under the terms of this Contract.

F. Authorization.

Contractor represents that all corporate action on the part of Contractor, and its directors and stockholders, that is necessary for the authorization, execution, delivery, and performance by Contractor of this Contract, and the duties and obligations contemplated hereby, has been taken.

G. Solvency.

Contractor represents that it is financially solvent and the financial information provided to the County by Contractor is true and correct in all material respects.

H. Pending Actions and Claims.

Contractor represents that there is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor which would restrict or limit Contractor's performance under this Contract.

I. Compliance with Laws.

Contractor warrants and covenants that it and its subcontractors, and their respective employees shall at all times, in connection with the performance of the Services and the Installation, Implementation, support, and Maintenance of the System and the Components hereunder, comply with all applicable local, state, and federal laws, regulations, and ordinances.

J. Qualifications and Competency.

Contractor represents that it is appropriately experienced and qualified to undertake the Installation, Implementation and Integration of the System. Contractor further represents that Contractor and each of its subcontractors, and their respective employees, agents, and representative, are, and Contractor warrants that they shall at all times be, competent to perform their respective duties and obligations in, installing, testing, implementing, and making fully operational the System, and thereafter maintaining the System, in accordance herewith, and otherwise capable of performing their duties and obligations under this Contract. Contractor warrants and covenants that it and its subcontractors shall at all times use a reasonable degree of skill and judgment to assure the satisfactory rendering of the Services, completion of the System, and the performance of all of its other duties and obligations hereunder in a timely manner. Contractor further warrants and covenants that it shall at all times act consistently with the obligations assumed by it in entering into this Contract.

K. Services.

Contractor warrants and covenants that all Services shall be performed in a timely, competent, professional, and workperson-like manner by qualified personnel, in accordance with the specifications for the System and all of the terms, conditions, and requirements of this Contract, and that all services that require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and, if and as required, appropriately certified by all applicable manufacturers and suppliers and appropriately licensed by all applicable governmental or regulatory bodies or agencies.

L. Materials and Workmanship.

Contractor warrants and covenants that its manufacture or selection of Components, and their design and workmanship and that which Contractor shall supply as part of the Services performed hereunder, shall result in a System that, as of Final Acceptance, shall meet the County's requirements.

M. Review of Requirements for Project.

Contractor represents:

b. That it has carefully examined and analyzed the County's Request for Proposal been provided to it by the County regarding the Project and the Services, as well as the provisions and requirements of the Contract

c. That Contractor understands the nature of the duties and obligations required under the terms hereof.

N. Contract Capable of Performance; Contractor's Expertise.

Contractor represents that the performance of the Services, and the successful completion of the Project, as described in this Contract, are feasible and capable of being performed and completed in accordance with all provisions and requirements of this Contract. Contractor represents that it can, and warrants and covenants that it shall, perform, or cause to be performed, all of its duties and obligations in accordance with the provisions and requirements of this Contract.

O. Conformity and Compatibility.

Contractor warrants and covenants that, as of Final Acceptance of the System, all Components provided by Contractor hereunder shall be fully compatible with each other, and shall operate, both on a component-by-component basis and as an integrated System, in all material respects in accordance with all requirements and specifications set forth in this Contract, in the Acceptance Testing Criteria, and in the applicable Specifications.

P. Documentation.

Contractor will provide to the County whatever Documentation is provided by the Components' manufacturer (including if the manufacturer is Contractor). Contractor warrants and covenants: (i) that the Documentation with respect to Contractor Equipment shall accurately describe the operation of the Contractor Equipment so that a reasonable authorized user of the Contractor Equipment shall be able to use such Documentation to access, use, and operate such Contractor Equipment.

Q. Disabling Devices.

Contractor warrants and covenants that it has not placed any Harmful Code into the Software Components. "Harmful Code" is defined as a self-propagating program that infects and damages another program. It does not include a disabling device. Contractor warrants and covenants that none of the Software provided by Contractor and described in Exhibit B contains a disabling device. Contractor further warrants and covenants that all software components of the System shall be compatible with major commercially available virus protection programs that the County may use on the workstations and other access devices.

R. System Maintenance.

Contractor warrants and covenants that during all time periods in which Contractor is providing Maintenance Services to the County Contractor shall maintain the System, and all Components thereof, in good operating condition and in accordance with the applicable approved Acceptance Testing Criteria, Exhibit B, the Specifications, and the other applicable requirements of this Contract. Contractor warrants

that it shall dedicate a sufficient pool of qualified personnel and spares at all times to insure that repairs or preventive maintenance shall be accomplished in 48 hours or less.

S. Component Warranties.

Contractor warrants that all Components of the System shall function in accordance with the requirements of this Contract, applicable Acceptance Testing Criteria and the Specifications, shall be fully compatible, and function interoperably, with each other and with the County's WAN.

Contractor warrants that all Components that are integral to the System (including, but not limited to the Components installed in Vehicles that permits mobile video and data communications through the System) that is provided pursuant to the Contract is non-infringing and may be used in combination with the other Components and in the manner installed and configured by Contractor.

If Contractor elects to utilize any portion of a prior System configuration or design (such as the Project SHIELD Phase 1 or Phase 2 System configuration or design) pursuant to the Services Contractor provides pursuant to this Contract, Contractor shall be deemed to have adopted such prior System configuration or design for purposes of the warranties that are set forth in this Contract.

T. Third Party Services Warranties.

Contractor warrants and covenants that all Services shall be performed by appropriately certified technicians, and in such a manner, so as not to void or otherwise limit any applicable manufacturer's or supplier's Maintenance with regard to Vehicles or towers. If any such manufacturer's or supplier's Maintenance is so voided or limited as a result of work being performed by Contractor hereunder, Contractor shall be responsible for servicing or, if necessary, replacing such Vehicle or towers, at no cost to the County, throughout what would have been the remaining Maintenance period, notwithstanding any termination or expiration of this Contract. The County represents that with regard to Vehicle that are public safety equipped, installation of the Components as set forth in this Contract will not void the manufacturer's or supplier's warranties. Contractor warrants that all equipment meets Cook County specifications.

GC-07: CONFIDENTIALITY; PROPRIETARY RIGHTS

GC-07.1 Confidentiality

A. Protection of Confidential Information.

Each party shall, at all times:(i) maintain the confidentiality of the Confidential Information of the other party; (ii) take reasonable and appropriate steps to prevent the use, disclosure, dissemination, or copying of the Confidential Information of the other party other than as necessary for such party to perform its obligations under this Contract; (iii) use the Confidential Information of the other party solely as necessary and appropriate for the purpose of performing its obligations under this Contract; (iv) use commercially reasonable efforts to inform its employees, and subcontractors who perform duties with respect to this Contract about the restrictions with regard to Confidential Information set forth in these General Conditions; and (v) notify the other party as soon as possible in the event of any use, disclosure, or loss of Confidential Information other than as permitted by this Contract. The provisions of this GC-07.1 are in addition to, and not in replacement of, any protections afforded any information or materials by applicable

law, such as the Freedom of Information Act. For the avoidance of doubt, Contractor shall not have the right to compile and distribute statistical analyses and reports that are beyond the scope of this Contract utilizing Confidential Information of the County, or information or data derived from Confidential Information or data of the County, without the express prior written approval of the County, in its sole discretion. In the event such approval is given, a written or electronic copy of any such analyses and reports that are produced and distributed by Contractor shall be promptly furnished to the County without charge.

B. Permitted Disclosures.

Notwithstanding the restrictions of this GC-07.1, each party may disclose Confidential Information of the other party to (i) its employees subcontractors and Municipalities; and (ii) third parties with prior written consent, as necessary and appropriate for the performance of their assigned duties or to participate in or utilize the System.

C. Required Disclosures.

Either party may disclose Confidential Information of the other party to the extent disclosure is required by law or by order of a court or governmental agency. The party that is subject to such law or order shall use all reasonable efforts to: (i) maintain the confidentiality of the Confidential Information by giving the party who owns such Confidential Information (or to whom such Confidential Information otherwise pertains) prompt notice; and (ii) cooperate with such other party to protect the confidentiality of such Confidential Information. The party who owns such Confidential Information (or to whom such Confidential Information otherwise pertains) shall have the right to seek, with the other party's assistance and cooperation, a protective order or otherwise protect the confidentiality of such Confidential Information.

D. Injunctive Relief.

Each party shall be entitled to seek injunctive relief from any court of competent jurisdiction with respect to a breach of this provisions set forth in this GC-07.1.

E. Exhibit B and its Appendices Sealed.

It is expressly acknowledged and agreed by each party that this Contract pertains to the implementation of systems that are to be utilized by law enforcement, public safety, public health, health providers, and other First Responders in preparing for and responding to actual or potential emergencies, including, but not limited to, acts of terrorism and crimes and threats to public health. As such, except to the extent agreed to by the County, Exhibit B constitutes information compiled for law enforcement purposes and for the internal functions of the public entities that access and use the System. The parties expressly agree that disclosure of such information, except strictly as necessary to implement the System, would: (i) reveal unique or specialized investigative techniques; (ii) impede detection, observation, and investigation of incidents of crime or misconduct; (iii) endanger the life or physical safety of law enforcement and other First Responder personnel or the public at large; and (iv) obstruct criminal investigations. In addition, Exhibit B contains administrative and technical information associated with automated data processing operations and may include or identify information regarding software, operating protocols, computer program abstracts, file layouts, source listings, object modules, load modules, user guides, documentation pertaining to the logical and physical design of computerized systems, and employee manuals. The parties

acknowledge and agree that this information, if disclosed, would jeopardize the security of the System, and of the data stored or transmitted therein, and the security of materials exempt under the Illinois Freedom of Information Act, including, but not limited to, vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community and jeopardize the effectiveness of the measures and the safety of the personnel who implement them or the public. As a result of the foregoing, the parties expressly agree that Exhibit B, while a part of this Contract, shall be sealed and kept strictly confidential. Contractor shall appropriately limit access to, and protect the confidentiality of, such Exhibit and all other Project-related documents, including, but not limited to, the Project Plan. In the event Contractor receives a subpoena or other legal directive to produce Exhibit B or any such Project-related documents pertaining to this Contract, Contractor shall promptly notify the County and, except as expressly agreed by the County, shall refuse to disclose such information except as required by law.

GC-07.2 Proprietary Rights

A. Ownership; Licenses.

1. Designation of Materials.

The Materials which are prepared, produced and delivered by Contractor to the County in connection with the Services provided under this Contract shall all be Type I. This shall include any Software developed for the System pursuant to this Contract.

2. Type I Materials.

The County owns all right, title, and interest in Type I Materials and all copyrights of the United States and any other country recognizing such rights, pertaining thereto, such rights also inuring to the United States Department of Homeland Security and to the Illinois Emergency Management Agency. The parties hereto intend and agree that, to the extent permitted by law, all Type I Materials shall conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 et seq., and that the County will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist. To the extent that any portion of the Type I Materials does not qualify as a "work made for hire," or any right, title, or interest in or to the Type I Materials otherwise vests or arises in Contractor (other than the license expressly granted Contractor below), Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, and its successors and assigns, all right, title and interest in and to such Type I Materials and all copyrights of the United States and any other country recognizing such rights, pertaining thereto, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The County hereby grants Contractor a limited, nonexclusive license to use the Type I Materials solely as necessary and appropriate for the performance of the Services and for Contractor to perform and fulfill its obligations hereunder. Contractor may nevertheless retain one copy of the Type I Materials solely for archival purposes.

B. Notices; Marks; No Implied Licenses.

Each party agrees to reproduce the copyright notice and any other legend of ownership on any copies of Materials that are made under the licenses granted in this Section. Neither party grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent. Each party grants the other only the licenses and rights expressly specified in this Contract. No implied licenses or rights (including licenses or rights under patents) are granted.

C. Further Assurances.

At the request of either party, the other party shall make, execute, and deliver such documents and instruments as may be needed or reasonably requested by such other party to establish, protect, or enforce its rights in any Materials or to otherwise give effect to the provisions of this Contract.

GC-08: PERSONNEL AND POLICIES

GC-08.1 Contractor Personnel

A. Assignment and Conduct of Personnel.

Contractor shall, at all times during the term of this Contract, assign and devote to the performance of the Services hereunder such appropriately qualified, certified, experienced, trained, and skilled personnel as are necessary and sufficient to perform all such Services, to fulfill all of Contractor's responsibilities and obligations hereunder, in accordance with the provisions and requirements of this Contract.

Contractor personnel shall include, but shall not be limited to, subcontractor personnel and the individuals who are identified, respectively, as Contractor's "Project Manager" or as members of the "Key Personnel" in Exhibit B to this Contract (with any subsequent replacements or successors, in accordance herewith, to such positions held by such individuals being included in the respective definition of such terms, and with Contractor's Project Manager being deemed to be Key Personnel). Contractor's Project Manager shall at all times: (i) be appropriately qualified, trained, and skilled for such position; (ii) act as the primary liaison between Contractor and the County regarding this Contract; (iii) have overall responsibility for directing all of Contractor's activities hereunder; and (iv) be vested with the necessary authority to fulfill all of the responsibilities of Contractor's Project Manager described in this paragraph or elsewhere in this Contract, including the authority to agree to and execute amendments to this Contract on behalf of Contractor. Except as otherwise expressly provided herein, Contractor's Key Personnel shall be assigned, and an appropriate portion of their professional time shall be dedicated, to their respective positions in the performance of the Services for the entire duration of the Project (in the case of the Contractor's Project Manager, his full time during the Installation, Implementation and Integration phase), except in the event of resignation, termination, or illness of individual Key Personnel that prevents them from completing their respective assignments. Contractor shall not make any change in the Key Personnel, or otherwise replace, remove, or reassign any of the Key Personnel, without prior notice to, and the express prior written consent of, the County which shall not be unreasonably withheld. If any of the Key Personnel are, at any time, due to resignation, termination, or illness, unable to perform his or her assigned role or function, as described in this Contract, Contractor shall promptly give written notice thereof to the County and shall promptly furnish a replacement for such individual. Any replacement or additional Key Personnel shall be appropriately qualified, certified, experienced, trained, and skilled, as appropriate to the position or role to which assigned, and in a manner substantially equivalent to the individual being replaced. All replacement and additional Key Personnel shall be subject to the review (including an

interview, if requested by the County) and, if acceptable, the written approval of the County, which shall not be unreasonably withheld.

Subcontractor personnel shall be professional, courteous and respectful of the County and the Project goals.

B. Background Checks.

Contractor shall ensure that background checks are obtained and documented with respect to all of Contractor's and its subcontractors respective personnel who are directly involved in System Installation or Implementation or have access to the system to perform support or Maintenance duties under this Contract, with all such background checks being current as of the time when each individual is first assigned to the performance of the Services and including investigation and identification of all state or federal misdemeanor or felony convictions of such individual, or criminal charges pending against such individual. At the request of the County, Contractor shall deliver a written certification to the County that it has performed, and the subject individual has passed such verification procedures as set forth in this Section and shall provide supporting information to the County if requested.

C. Replacement of Personnel.

Notwithstanding anything to the contrary elsewhere in this Contract, if the County believes that the performance, background or conduct of any person or subcontractor assigned by Contractor or its subcontractors to the performance of Services hereunder is unsatisfactory for any reason, or does not comply, or is not complying, with the requirements of this Contract, the County shall so notify the Contractor, and Contractor shall: (i) promptly (within no more than two (2) business days after receipt of such notice) and appropriately address the performance or conduct of such person or subcontractor; or (ii) at the County's request, remove and replace such person with another person acceptable to the County and meeting all of the applicable requirements described in this Contract.

GC-08.2 County Personnel and Policies

A. Assigned Personnel.

The CIO, or his designee, shall at all times: (a) act as the primary liaison between the County and Contractor's Project Executive; (b) have overall responsibility for directing all of the County's activities hereunder; and (c) except as expressly provided otherwise herein, be vested with the necessary authority to achieve the fulfillment of the County's responsibilities hereunder. The County shall also assign such additional personnel to the Project as are reasonably necessary and appropriate to fulfill the County's obligations in accordance with this Contract. If any person so assigned by the County is reassigned, becomes incapacitated, or ceases to be employed by the County, and therefore becomes unable to perform the functions or responsibilities that had been assigned to such person, the County shall, within a reasonable period of time, replace such person with another person appropriately qualified to perform the functions and responsibilities that had formerly been assigned to the person being replaced.

B. County Policies and Procedures.

Contractors covenants that it and its subcontractors, and their respective personnel assigned to the performance of Services hereunder, shall at all times comply with and abide by all reasonable policies and

procedures of the County (as such may exist or be revised or established from time to time) that reasonably pertain to Contractor in connection with its performance hereunder.

C. Conduct on County Premises.

Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the County's or any Municipality's premises. The operation of vehicles by any personnel of Contractor or its subcontractors who are assigned to the performance of Services hereunder shall conform to posted and other regulations and safe driving practices. Accidents on the County's or any Municipality's property and involving any such personnel shall be reported promptly to the appropriate personnel of the County and, if applicable, such Municipality.

D. Office Space and Furnishings.

County shall make available to Contractor office space and supplies. All such office space, furnishings, and storage space are provided "AS IS, WHERE IS," without warranties of any kind, express or implied, and are to be used by Contractor solely as necessary and appropriate for the performance of its obligations under this Contractor.

GC-09: RISK MANAGEMENT

GC-09.1 Waiver of Subrogation and Insurance Requirements

A. Subrogation and Waiver

Contractor shall require all policies of insurance (except for E&O insurance) that are in any way related to this Contract and are secured and maintained by Contractor to include in such policies clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against the County except Error and Omissions coverage where such clauses are not standard practice.

Contractor shall waive all rights of recovery against the County and the Board, and other contractors and subcontractors, that Contractor may have or acquired because of deductible clauses in, or inadequacy of limits of, any policies of insurance that are in any way related to the activities associated with this Contract and that are secured and maintained by Contractor.

3. Contractor shall endeavor to require all of tiers of subcontractors (as described above) to waive their respective rights of recovery (in a manner consistent with the aforesaid waiver by Contractor) against the County and the Board.

B. Insurance Requirements of Contractor

Prior to the commencement of the Services, Contractor and (to the extent practicable) its subcontractors, at their respective costs, shall secure and thereafter, except as otherwise provided herein, maintain at all times during the term of this Contract, the insurance specified below in this Section, with the County and the Board as Additional Insured parties with limits not less than those specified below for each type of coverage. Nothing contained in these insurance requirements shall be to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this Contract, as provided for elsewhere in this Contract. Contractor shall notify all insurance companies that are issuers of policies relating to this Contract to familiarize themselves with the conditions and provisions of this Contract dealing with waivers of subrogation, insurance, and indemnification. Failure of

Contractor to so notify the aforesaid insurance companies shall in no way relieve them or Contractor from their obligations under this Contract. The insurance purchased and maintained by Contractor shall be primary and not excess or pro rata to any other insurance issued to the County, except for premises liability on County or Municipality premises where the claim results from operations Contractor does not control.

2. Contractor shall at all times during the period in which this Contract is in force and effect provide and maintain insurance of the types, and in the limits for each such type, set forth below in this Section. Such insurance (limited to auto and general liability policies) shall name the County, the Board, and their respective agents as Additional Insureds and shall be in a form, and through issuing companies, acceptable to the County.

3. The insurance required by this Contract may be provided in a policy or policies, primary and excess, including the so-called "Umbrella" or catastrophe form, which may include the coverage, or layer thereof, of the insurance that is required by the County. The limits of liability of such policies shall be as stated above, and as provided below, unless, prior to commencement of any Services hereunder, written approval is granted by the County for variance from those limits. The required types and amounts of insurance coverage are as follows:

d. Workers Compensation Insurance:

In accordance with the laws of the State of Illinois and any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

i. Employers' Liability coverage with a limit of

\$1,000,000 each accident;

\$1,000,000 each employee; and

\$1,000,000 policy limit for disease; and

ii. Broad form all states coverage.

e. Commercial General Liability Insurance:

An occurrence form Comprehensive General Liability policy or Commercial General Liability policy (new ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof. Said General Liability coverage (excluding aircraft, watercraft 50 feet or longer and automobiles) shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, with the following provisions included:

i. All premises and operations;

ii. Broad Form Blanket, contractual liability;

iii. Products/Completed Operations;

iv. Employees included as additional insured (excluding bodily injury to fellow employees only);

v. Broad Form Property Damage Liability; and

vi. Cross Liability.

f. Comprehensive Automobile Liability Insurance

Covering all owned, non-owned and hired automobiles, trucks and trailers of the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the standard comprehensive business automobile liability policy in limits not less than the following:

- i. Liability -- All Autos: Bodily Injury & Property Damage \$1,000,000 per occurrence;
- ii. Uninsured/Motorists, per Illinois requirements.
- g. Umbrella Excess Liability Insurance:

In addition to coverage specified above, Contractor shall provide the following:

- i. \$3,000,000 each occurrence for all liability; and
- ii. \$5,000,000 in the aggregate per policy year separately with respect to completed operations and personal injury by an employee.
- e. Professional Errors & Omissions Insurance

Covering any and all claims arising out of the negligent performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of insurance liability of not less than \$5,000,000. If any such policy is written on a claims made form, the retroactive data shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal, assuming similar coverage remains available and affordable in the marketplace. Nothing contained in this paragraph shall be construed as limiting or expanding the extent of Contractor's responsibility for payment of damages resulting from its operations under this Contract, as provided for elsewhere in this Contract.

Said coverage shall have a limit of \$5,000,000.00 per occurrence and \$5,000,000.00 in the aggregate.

- f. Valuable Papers Insurance:

In an amount not less than \$100,000 to cover any loss occasioned by fire, theft or any other cause.

Additional Insureds:

- (i) The County of Cook, Illinois;
- (ii) The employees of The County of Cook, Illinois.

The Additional Insureds identified above shall be listed on the Comprehensive General Liability, Automobile and Umbrella Liability policies.

Coverage shall be at least as broad as ISO 0001 11 85. Relative to the Comprehensive General Liability, Automobile and Umbrella liability policies required hereunder, the County shall have the rights of an additional insured, as provided by ISO endorsement CG 20 10 10 93. No other form of insurance is acceptable hereunder without the express prior written approval of the County's Risk Management department.

- g. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required hereunder shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than VII and a policy holder's service rating no lower than (A-), and shall endeavor to secure B+ or higher for subcontractors, as listed in A.M. Best's Key Rating Guide, current edition or interim report.

C. Contractor Obligations

Contractor and all subcontractors shall not violate, or knowingly permit to be violated, any condition of the policies of insurance required by the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing such policies.

D. Insurance Notices, Costs and Losses

All policies of insurance that are required, under the terms of this Contract, to be secured and maintained shall be endorsed to provide that the insurance company shall endeavor to notify the County's Department of Risk Management at least 30 days prior to the effective date of any cancellation or modification of such policies, except Professional Liability insurance (E&O), where no such endorsement is available and in which case, Contractor shall endeavor to provide notice at least 30 days prior to the effective date of cancellation. Prior to the date on which Contractor or any subcontractor commences performance of its part of the Services hereunder, Contractor shall cause to be furnished to the County certificates of insurance maintained by Contractor and each such subcontractor in connection with the performance of the work. The certificates of insurance shall contain a contract description, policy numbers, expiration dates, and limits of liability, shall state that the County is an additional insured, and shall be signed by an authorized agent of the insurance company. All certificates of insurance submitted to the County shall be in a form and content acceptable to the County. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the County to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the County. No overhead or profit elements will be allowed on insurance premiums or self-insured retention.

GC-10: DISPUTES, DEFAULT AND TERMINATION

GC-10.1 Dispute Resolution

A. Disputes

Except as otherwise provided in this Contract, any dispute between Contractor and the County concerning a question of fact arising under this Contract (a "Dispute") will be initially addressed by the Project Managers. If the Project Managers are unable to resolve the matter within three (3) days, the Dispute will be escalated to the CIO and Contractor's Client Director, or equivalent. If they are unable to resolve the dispute within two (2) days, the Dispute will be referred to the County's Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing. The Purchasing Agent will reduce his or her decision, if any, to writing and mail or otherwise furnish a copy thereof to Contractor and the Director within twenty-one days of receiving the information requested. Dispute resolution as provided herein shall be a condition precedent to any other action or law or in equity. Both parties agree that failure of the Purchasing Agent to render a decision shall not be construed adversely to the County in any subsequent action in law or equity.

B. No Suspension or Termination of Services

Notwithstanding anything to the contrary contained elsewhere herein, and even if any Dispute or other disagreement arises between the parties, and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Contractor interrupt, suspend, or terminate the provision of Services to the County hereunder, disable any Components or other hardware or software used to provide Services, or perform any other action that prevents, or impedes, the provision of Services or the County's ability to conduct its activities (other than minimal, routine interruptions necessary in order for Contractor to provide the Services, as provided herein), unless: (i) authority to do so is granted by the County or conferred by a court of competent jurisdiction; or (ii) this Contract has been terminated, including pursuant to GC-10.2 below, or has expired, in accordance herewith.

GC-10.2 Default, Remedies and Termination

A. Termination for Contractor's Default

1. Default.

Contractor shall be in default hereunder in the event of any material breach by Contractor of any material term or condition of this Contract that (if such breach is capable of cure) Contractor fails to cure within ten (10) days after written notice thereof (or such other time period to which the parties mutually agree) is given to Contractor by the County, setting forth the nature of such breach. Notwithstanding the immediately preceding sentence, no such cure period shall be required, and Contractor shall immediately be in default hereunder, in the event of any material breach hereof that: (i) is incapable of cure (e.g., an improper or unauthorized disclosure of Confidential Information of the County's); (ii) represents an affirmative repudiation of, or a refusal or unwillingness to perform Contractor's undisputed obligations under, this Contract by Contractor.

Notice and Withholding.

Without limiting any other rights or remedies available under this Contract, upon providing written notice to Contractor of any material breach hereof, or written notice that Contractor is in default hereof, the County may in its discretion, and without being subject to interest or being in breach of its other obligations under this Contract, withhold payment of any amounts otherwise owed or payable to Contractor hereunder until such time as Contractor has cured the breach or default that is the subject matter of the notice.

3. Termination.

If Contractor fails to cure a material breach or default hereof within the ten (10) day cure period (or as otherwise agreed) described above in this Section (with respect to breaches or defaults with respect to which such cure period is applicable), the County may terminate this Contract upon providing Contractor with ten (10) days prior written notice of such termination. With respect to any other material breach or default hereof (i.e., those to which such a cure period is not applicable), the County may terminate this Contract immediately upon providing Contractor with written notice thereof. In addition, in the event of any such termination, the County shall have the right to exercise and pursue any other remedies available to it hereunder, at law, or in equity, subject to the limits set forth elsewhere in this Contract.

B. Termination for County's Default

1. Default.

The County shall be in default hereunder in the event of any material breach by the County of any material term or condition of this Contract that (if such breach is capable of cure) the County fails to cure within thirty (30) days or such other period as is mutually agreed upon (or, if such breach concerns a nonpayment by the County of undisputed fees or amounts payable to Contractor hereunder, within ninety (90) days) after written notice thereof is given to the County by Contractor, setting forth the nature of such breach.

2. Termination.

If the County fails to cure a material breach or default hereof within the thirty (30) or (90) day cure period described above in this Section (with respect to breaches or defaults with respect to which such cure period is applicable), or in the event of a material breach hereof by the County that is incapable of cure, as described above, Contractor may terminate this Contract upon providing the County with thirty (30) days prior written notice of such termination.

C. Termination for Convenience

In addition to the termination rights provided above, the County may terminate this Contract, or some but not all of the Services to be provided hereunder, at any time immediately upon providing notice thereof, in writing, to Contractor. In the event of such a termination, the County shall pay Contractor, in accordance herewith, for any Services, Deliverables, Equipment, and Software that were performed or provided to the County prior to such termination becoming effective, except that in no event shall the amount of such payment exceed the Maximum Contract Amount less the cumulative and aggregate sum of all amounts previously paid by the County hereunder and subject to the parties' joint reasonable effort to mitigate such expense such as by returns. Such payment shall be in full settlement for all Services, Deliverables, Equipment, Software, and other items or materials that were, or were to have been, provided under this Contract by Contractor.

D. Termination for Unavailability of Grant Funds

The Project relies upon funding provided by the United States Department of Homeland Security, which funding is administered by the Illinois Emergency Management Agency. Should such funding cease to be available for whatever reason, the County shall have the right to immediately terminate this Contract upon written notice to Contractor.

E. Effects of Termination

1. Delivery of Materials and Purchased Items.

In the event of any termination or expiration of this Contract Contractor shall promptly deliver to the County copies of all finished or unfinished Materials, prepared by Contractor under this Contract and to which the County has ongoing rights hereunder and any other information or materials of the County, or items purchased for the System that have been approved by the County that are then in Contractor's or its subcontractors' possession or control.

2. Transition Services.

In the event of any termination or expiration of this Contract, or of any termination of some but not all of the Services to be provided under this Contract, Contractor, if and as requested by the County, shall continue to provide the Services hereunder for a reasonable period of time, as necessary for the County to obtain, engage, and commence the performance of replacement services. During any such period, all terms and conditions of the Contract shall remain in full force and effect. In addition, in the event of any such termination or expiration of this Contract or some portion of the Services, and regardless of whether Contractor is requested by the County, as described above, to continue providing Services for a period while the County obtains replacement services, Contractor shall cooperate in good faith with the County and shall provide the County, and any designated replacement service-providers of the County, with reasonable assistance, as necessary to permit an orderly transition of the Services, and all of the County's related data and materials, to the County or its designees. Such assistance and cooperation shall include performing such functions or tasks as may be reasonably requested by the County and that relate to the transition of the Services to Customer or its designee. After the County has secured replacement services and such services are operational, Contractor shall promptly remove any and all of Contractor's personnel, products and equipment from the County's, and any Municipality's, facilities and locations, except for items and materials that the County (or any such Municipality) owns or otherwise has ongoing rights to hereunder. With regard to any Transition Services or assistance provided pursuant to this paragraph, such work will be performed on a time and materials basis consistent with the amounts set forth in Exhibit B. Contractor agrees that it shall impose no restriction on the ability of subcontractors or third parties to assume the performance of the Project upon termination or expiration.

GC-11: DAMAGES; MAXIMUM LIABILITY OF THE COUNTY

The maximum, cumulative and aggregate monetary liability of the County (combined with any liability which may be incurred by the Municipalities) for all claims and actions of any kind of the Contractor arising under or relating to this Contract, whether based on theories of contract, maintenance, tort (including negligence), strict liability or otherwise, shall in no event exceed the amount paid and payable for Services and Components Installed, Implemented and Integrated.

The County shall not be liable to Contractor for any special, incidental, exemplary, consequential damages (including, but not limited to, loss of profits, business, revenue, goodwill, or anticipated savings). The limitations on the types of recoverable damages set forth in this GC-11 shall apply irrespective of whether the possibility of any such damages was known or had been disclosed to either party in advance, or could have reasonably been foreseen by either party and notwithstanding the form in which any claim or action is brought.

Notwithstanding anything to the contrary provided elsewhere in this Contract, Contractor shall not be entitled to any damages from the County on account of any delay by the County or a Municipality.

SECTION GC-12: FINANCIAL TERMS

GC-12.1 PAYMENT, CHARGES AND FINANCIAL PROVISIONS

A. General.

Subject to the terms of this Contract, Contractor shall provide and the County shall make payment to Contractor for all Equipment, Software and Services and all Deliverables resulting therefrom in accordance with the Schedule of Charges in Exhibit B. The County shall only be responsible for making payments for Services which have actually been supplied to County by Contractor and Equipment and Software which have been ordered as set forth below.

B. Maximum Contract Amount.

The Maximum Contract Amount set forth in Part I of this Contract shall be contingent upon the availability of funding from the United States Department of Homeland Security.

C. Fixed Price Contract.

This is a fixed price contract. In the event the County does not increase the quantity or change the type of the Equipment and Software to be provided under this Contract, Contractor shall provide all of the Equipment, Software and Services required under Exhibit B, for no more than the Maximum Contract Amount. The County shall only be responsible for making payment for Equipment, Software and Services which have actually been supplied to County by Contractor or ordered as set forth below.

D. Unit Prices Firm.

Contractor shall use all reasonable efforts to ensure that except as set forth in this General Condition, the unit prices for Equipment and Software set forth in Exhibit B shall be firm for a one (1) year period commencing on the acceptance and signature from both Cook County and Contractor of this Contract. Contractor shall obtain the County Project Manager's approval prior to placing an order for Equipment and Software. The County may increase or decrease the quantities of Equipment and Software to be provided by Contractor under this Contract up to the time that such approval is given. In such event, the unit prices set forth in Exhibit B shall be used as a basis to calculate the increase or decrease in the amount payable by the County as a result of such changes.

E. Pricing; Availability of Pricing to Municipalities.

During the course of this Project, the Contractor shall make the Equipment and Software pricing set forth in Exhibit B available to municipalities located wholly or in part within the geographical limits of Cook County for an agreed-upon time period if such Municipalities choose Contractor to integrate, install and implement such a system for them. Any purchases by such municipalities shall be made pursuant to separate contracts between Contractor and the municipality. However, the volumes reflected in such purchases shall be counted in the determination of when the volumes required to achieve the pricing levels set forth in Exhibit B have been reached and shall apply to further purchases by either the County or by a Municipality.

F. Payment Milestones.

The parties have identified certain events as Milestones for purposes of the County's payment responsibilities under this Contract. With respect to those events, Contractor shall be entitled to invoice the County, and the County shall be obligated to make payment to Contractor, upon Acceptance by the County of the events comprising each Payment Milestone. Invoices requesting payment for events

comprising Milestones shall be accompanied by a copy of the County's Acceptance signoff applicable to the relevant Milestone. The following events shall constitute Milestones and corresponding payments are as set forth in Exhibit B:

[To be inserted during Contract Negotiations]

Contractor's failure to achieve a milestone within the time provided in the Project Plan shall entitle the County to an offset in the invoice applicable to the milestone equal to one percent (1%) of said invoice for each day beyond the milestone's scheduled completion date that the milestone has not been achieved.

G. Items not included in Milestones.

The following Equipment, Software and Services shall not be included in the amounts payable with respect to the Milestones described in paragraph E. above, and may be invoiced as provided in this paragraph:

[To be inserted during Contract Negotiations]

H. Invoices.

All invoices shall be submitted by the Contractor on County Form 29A, in triplicate, to the CIO consistent with the provisions immediately above. The County shall make payment to the Contractor within sixty (60) days following receipt of Contractor's invoice, provided that, if applicable, satisfactory documentation regarding the Equipment, Software or Services which are the subject of the invoice has first been provided to the County. This notwithstanding, the County shall use reasonable efforts to make payment within forty-five (45) days following such invoice receipt.

g. Taxes.

A Federal Excise Tax does not apply to materials purchased by the County. Illinois Retailers' Occupation Tax, Illinois Use Tax, Illinois Service Occupation Tax and Municipal and/or County Sales Taxes do not apply to purchases made by the County by virtue of Illinois law. The price or prices herein provided for shall include any and all taxes. If any authority imposes a duty, tax, levy, or fee, excluding those based on Contractor's net income, upon any transaction under this Contract, then the County agrees to pay that amount as specified in an invoice or supply exemption documentation.

SECTION GC-13 INDEMNIFICATION

GC-13.1 INDEMNITIES

A. Bodily Injury and Property Damage

Without limiting Contractor's obligations with respect to insurance, as provided in GC-9, Risk Management hereof, and in accordance with the Procedures section below, Contractor shall indemnify, defend, and hold the County and the Municipalities, and their respective elected and appointed officials, officers, directors, employees, and Permitted Users (collectively, the County's "Indemnitees") from and against all Losses (as defined below) arising out of any claims or demands brought by any third party

alleging bodily injury to, or death of, persons, or loss of or damage to tangible personal or real property, if such injury or damage arises directly and solely from acts or omissions that constitute negligence, fraud, willful misconduct, or violations of law by Contractor or its subcontractors, or their respective employees. As used in this Contract, "Losses" means: (i) amounts due and payable to third parties by the applicable Indemnitees (including judgments, settlements, awards, liabilities, losses, damages, interest, and civil penalties); and (ii) out of pocket expenses reasonably incurred by the applicable Indemnitees at Contractor's request in connection with the investigation, defense, litigation, or settlement of the applicable claims or demands.

B. Intellectual Property

In accordance with the Procedures section below, Contractor shall defend or, at its option, settle, and shall indemnify and hold harmless, the County's Indemnitees from and against all Losses arising out of any claim, action, or demand brought by any third party (including, for purposes of this section only, Contractor's subcontractors and suppliers under this Contract) against any of the County's Indemnitees for actual or alleged infringement of any patent, trademark, copyright, or trade secrets based upon the Materials, the Components, excluding any hardware, software, technology, and materials that were already owned or provided by the County (any such claim, action, or demand, an "Infringement Claim").

With respect to the County's direct damages as a result of an Infringement Claim, or if in Contractor's opinion an Infringement Claim is likely, Contractor shall, in its reasonable discretion, either procure a license to enable the County's Indemnitees to continue to use such Materials or Components, or provide such Indemnitees with a non infringing substitute reasonably acceptable to the County. If neither of the options described in the immediately preceding sentence are reasonable, feasible, or practicable through Contractor's exercise of all reasonable efforts, then Contractor shall promptly refund to the County all amounts paid hereunder for the applicable allegedly infringing Materials or Components as follows:

For Equipment, the County's net book value provided it has followed generally accepted accounting principles, or accounting principles applicable to local units of government; or

For software, the amount paid by the County, provided that the County and the Permitted Users shall promptly cease using, and shall return, the applicable allegedly infringing Materials or Components and any license previously granted the County or the Permitted Users shall be revoked.

C. Third Party Services

In accordance with the Procedures section, below, Contractor shall defend, indemnify, and hold the County's Indemnitees harmless from and against all Losses related to claims by third parties (including claims by any of Contractor's subcontractors or their respective employees) based upon an alleged breach by Contractor of any contractual arrangement with such third party (e.g., an employment arrangement or agreement or a subcontract).

D. Procedures

If any legal action governed by this GC-13 is commenced against an Indemnitee, prompt written notice thereof shall be given to the Contractor. The Indemnitee shall use reasonable efforts to provide the Contractor with such notice not later than twenty (20) days prior to the date on which a response to such claim is required to be filed, except that failure to give prompt notice shall reduce the Contractor's obligations under GC-13 only in the event and to the extent it is prejudiced thereby. After such notice, if

the Contractor shall acknowledge in writing to such Indemnitee, if accurate, that the right of indemnification under this Contract applies with respect to such claim, then the Contractor shall be entitled to take control of the defense and investigation of such claim and to employ and engage attorneys of its choice to handle and defend same, at the Contractor's expense. The Contractor shall use commercially reasonable efforts to provide the Indemnitee with the notice referenced in the immediately preceding sentence not later than ten (10) days prior to the date on which a response to such claim is required to be filed. The Indemnitee shall cooperate in all reasonable respects with the Contractor and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, except that the Indemnitee may, at its own expense, participate, through its attorneys or otherwise, in such investigation, trial, and defense of such claim (including the assertion of applicable immunities or limitations on liability) and any appeal arising therefrom. No settlement of a claim that adversely affects an Indemnitee shall be entered into by the Contractor without the prior written consent of the Indemnitee, which consent may be given or withheld in the Indemnitee's sole discretion.

GC-14: MISCELLANEOUS

GC-14.1 General

A. Force Majeure

Neither Contractor nor the County shall be liable for failing to fulfill any obligation under this Contract to the extent such failure is caused by an event beyond such party's reasonable control and which event is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

B. Conflict of Interest

No member of the governing body of the County, and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with performance under this Contract, shall have any personal interest, directly or indirectly, in the project to which this Contract pertains. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, directly or indirectly, in the project to which this Contract pertains that would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in performance under this Contract, no person having any such interest shall knowingly be employed or engaged by Contractor or any of its subcontractors. Contractor agrees to inform the County, on a timely basis, of all of Contractor's interests, if any, as they exist or arise from time to time, that are, or that Contractor reasonably believes may be, incompatible with any interest of the County.

C. County Policies

Contractor shall take notice of with the Cook County Lobbyist Registration Ordinance, and the Cook County Ethics Ordinance, and shall comply with all provisions thereof.

D. Nondiscrimination and Affirmative Action

Contractor, in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military, nor shall Contractor otherwise commit an

unfair employment practice. Contractor further agrees that this nondiscrimination requirement shall be incorporated into all contracts entered into by Contractor or its subcontractors with suppliers of materials or services, contractors and subcontractors, all labor organizations furnishing skilled, unskilled, or craft union skilled labor, and any other person or entity that may perform any such labor or services in connection with this Contract.

E. Minority and Women Business Enterprises Cook County Ordinance Chapter 10, Section 43.1 - 43.10

1. Policy and Goals

a. It is the policy of the County to prevent discrimination in the award of, and the participation in, County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as "Minority Business Enterprises" ("MBE") and "Women-owned Business Enterprises" ("WBE"). In furtherance of this policy, the Board has adopted a "Minority and Women-owned Business Enterprise Ordinance" (the "Ordinance") that establishes a "best efforts" goal (which shall apply to Contractor hereunder) of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional and consulting service contracts and sole-source agreements to certified MBEs and WBEs.

b. Contractor may achieve the contract MBE/WBE participation goals stated above by its status as a MBE or WBE, by entering into a joint venture with one or more MBEs or WBEs, by subcontracting a portion of the work to be performed by Contractor hereunder to one or more MBEs or WBEs, by entering into a Mentor-Protege Agreement with a MBE or WBE, by the indirect participation of MBEs or WBEs in other aspects of Contractor's business, or by a combination of the foregoing.

c. Contractor's failure to carry out its MBE/WBE commitments, as stated above, in the course of Contractor's performance hereunder shall constitute a material breach of this Contract by Contractor, and if such breach is not promptly and appropriately cured by Contractor, in accordance herewith, it may result in the termination of the Contract or such other remedy as is authorized by the Ordinance, as the County deems appropriate.

2. Required Submittal

To be considered responsive to the requirements of the Ordinance, Contractor, as a contractor for professional and consulting service contracts, shall submit each of items a, b, and c listed below. All documentation submitted by Contractor shall be reviewed by the County's Contract Compliance Administrator. Contractor's failure to submit in a timely manner any of the items required in accordance herewith shall be deemed a material breach of this Contract by Contractor, and, if such breach is not promptly and appropriately cured by Contractor, in accordance herewith, it may result in the termination of the Contract or such other remedy as is authorized by the Ordinance, as the County deems appropriate.

a. Affirmative Action Plan

Promptly after the Effective Date, and again from time to time, upon the reasonable request of the County, Contractor shall submit to the County a copy of its then-current internal affirmative action plan. If Contractor has no internal affirmative action plan at such time, Contractor shall submit a statement stating why Contractor has no such plan. In lieu of an internal affirmative action plan, a Contractor may submit a copy of its then-current "Letter of Compliance" for the United States Department of Labor, Office of Federal Contract Compliance Programs.

d. Contractor's MBE/WBE Efforts Documentation

Promptly after the Effective Date, and again from time to time, upon the reasonable request of the County, Contractor shall submit to the County supporting documentation that evidences efforts Contractor has then to-date taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals, as described above.

e. Contractor's Statement - Use of MBE/WBE Professionals

Promptly after the Effective Date, and again from time to time, upon the reasonable request of the County, Contractor shall submit to the County a statement that discloses how Contractor intends to maximize the use of its MBE/WBE professionals in the course of performance under this Contract.

3. Non-compliance

If the County determines that Contractor has failed to comply with its contractual MBE/WBE commitments, as set forth herein, or with any portion of the Ordinance, the County will notify Contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

4. Reporting/Record-Keeping Requirements

Contractor shall comply with such reporting and record-keeping requirements regarding MBE/WBE compliance as may be established by the County's Contract Compliance Administrator. Contractor is responsible for acquiring and submitting all necessary reporting and record-keeping forms of the County pertaining to such compliance, which will be made available in the County's Office of Contract Compliance.

5. Equal Employment Opportunity

Compliance with MBE and WBE requirements, as set forth above, shall not diminish or supplant any equal employment opportunity or civil rights-related provisions of this Contract, or any such similar or related provisions as are otherwise required by law, as they relate to Contractor and subcontractor obligations hereunder.

F. Cook County Human Rights Ordinance (adopted March 16, 1993)

Contractor shall not engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. Promptly after the Effective Date, and again from time to time, upon the request of the County, Contractor shall certify its compliance with these policies, and its agreement to abide by such policies, as a part of Contractor's contractual obligations.

G. Tax and Fee Delinquency (Cook County Ordinance Chapter 10, Section 10-61)

The County may set off a portion of any fees or amounts otherwise payable to Contractor hereunder equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by Contractor to the County.

H. Independent Contractor Status

This Contract shall in no event be construed in such a way that either party constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other party. Contractor and its subcontractors, and their respective employees, suppliers, agents, and representatives, are independent contractors with respect to the County and the Municipalities and are not employees or agents of the County or of any of the Municipalities. It is expressly understood and agreed that Contractor and its subcontractors, and their respective employees, suppliers, agents, and representatives, shall in no event, as a result of this Contract, be entitled to any benefit to which the County's or any Municipality's employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, and injury leave and other leave benefits. As between the parties, each party is responsible for the supervision, direction, control, and compensation of its and its subcontractors' respective personnel. Subject to the provisions of GC-08, Personnel and Policies, Contractor reserves the right to determine the assignment of its personnel. Neither party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

I. Subcontracting and Assignment

Except as expressly set forth in this Contract, no right or interest in this Contract shall be assigned by Contractor to any third party, or any part of (or duties or obligations under) this Contract subcontracted, without the advance written consent of the Purchasing Agent. The County reserves the right to impose reasonable conditions precedent to giving such consent, including, but not limited to, insurance and surety bond coverage requirements. Notwithstanding the County's consent to any assignment hereof or subcontracting hereunder, Contractor shall not be relieved from any of its obligations, duties, or responsibilities under this Contract, and no such assignment or subcontracting shall in any way change or modify the terms of this Contract. As between the parties, Contractor shall, at all times and in all respects, be fully responsible and liable for the performance of its and its subcontractors under the terms of this Contract. Except as expressly set forth in or contemplated by this Contract, Contractor shall not transfer or assign any Contract funds, or any claims due or to become due, without the advance written approval of the County's Purchasing Agent, which approval shall not be unreasonably withheld. Any unauthorized transfer or assignment of any Contract funds, whether in whole or in part, or of any interest therein, and any unauthorized assignment of, or unauthorized subcontracting under, this Contract, by Contractor shall be null and void and of no force and effect with respect to the County.

J. Identification of Subcontractors and Material Suppliers

No contract may be made by Contractor with any third party for the furnishing of any services required of Contractor by this Contract without the prior written approval of the County, except that this provision shall not require the approval of employment contracts for Contractor's employees and or of subcontractors identified in Exhibit B to this Contract. All subcontractors and material suppliers of Contractor shall be accountable to the County or Municipality while on the County's or any Municipality's property and shall abide by all security regulations imposed by the County or any Municipality. The County agrees to provide Contractor with reasonable access, at no cost or charge, to the County's facilities and systems as is necessary for Contractor to fulfill its obligations hereunder.

K. Changes and Modifications

The County and Contractor may, from time to time during the term of this Contract, make changes and extensions of time, or other modifications, to the Contract. All such changes, extensions, and

modifications shall only be made by the mutual agreement of the parties in writing. No such changes, extensions, or modifications that, individually or cumulatively, result in additional cost to the County hereunder in excess of \$1,000.00, or that extend the term of this Contract, or the scheduled completion date of the Project, by thirty (30) days or more, shall be deemed to be authorized without the express prior written approval of the Board. Any such changes, extensions, or modifications that extend the term of the Contract, or the scheduled completion date of the Project, by less than thirty (30) days, or that increase the cost to the County hereunder by less than \$1,000.00, may only be made with the advance approval of the Purchasing Agent.

Notwithstanding the foregoing, the CIO may approve in writing modifications to the Contract which do not increase the Maximum Contract Amount or extend the term of the Contract, as the CIO deems necessary and appropriate in order to revise or modify the Equipment, Software, Deliverables, and Services to be provided under this Contract in a manner consistent with the terms hereof. Such approved modifications shall be deemed Confidential Information and incorporated into Exhibit B hereof, and a sealed copy of such approved modifications provided to the Purchasing Agent. All Equipment, Software and Services provided pursuant to an approved modification shall be subject to all of the terms of this Contract, including, but not limited to, all Contractor warranties and representations set forth in these General Conditions. Any proposed Contract modification that contains legal terms shall be void unless explicitly approved by the Purchasing Agent in writing.

L. Drug Free Workplace Certification

Contractor certifies, warrants, and covenants to the County and the State of Illinois that it shall at all times during performance under this Contract provide a drug free workplace within the meaning of the Illinois Drug Free Workplace Act, 30 ILCS 580, and Contractor acknowledges that false certification, or a breach of the foregoing covenant, constitutes a material breach of this Contract and may result in sanctions being imposed upon Contractor, including, but not limited to, suspension of contract or grant payments, termination of this Contract by the County, or debarment of, or exclusion from, contracting or grant opportunities from the State of Illinois for up to five (5) years. Contractor shall impose the requirements applicable to Contractor under this Section upon any of its subcontractors having twenty-five (25) or more employees ("Covered Subcontractors"). Contractor certifies, warrants, and covenants that it shall, and that it shall require its Covered Subcontractors to certify, warrant, and covenant that they shall, provide a drug free workplace by:

Publishing a statement:

- Notifying employees that the unlawful manufacture, distribution, dispensing possession or use of a controlled substance, including, but not limited to, cannabis, is prohibited in the Contractor's or Covered Subcontractors' workplaces;
- Specifying the actions that will be taken against employees for violations of such prohibition;
- Notifying each employee that, as a condition of employment in the provision of Services hereunder, such employee must abide by the terms of such statement and must, prior to providing any Services hereunder and, thereafter, no later than five (5) days after conviction, notify his or her employer of any criminal drug statute conviction for a violation occurring in a workplace;

f. Establishing a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the employer's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may

be imposed upon an employee for violations of the employer's policies (including those described above) relating or pertaining to drugs or controlled substances;

g. Providing a copy of the statement required by subparagraph (a), above, to each employee engaged in the provision of Services hereunder and posting such statement in a prominent place in the work place;

h. Notifying the County or the Illinois Emergency Management Agency within ten (10) days after receiving notice under part (3) of subparagraph (a), above, from an employee of any such conviction as is described therein or otherwise receiving actual notice of any such conviction;

i. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act;

j. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place; and

k. Making a good faith effort to continue to maintain a drug-free workplace through implementation of, and consistently and in compliance with, the Drug Free Workplace Act.

M. Accident Reports

Contractor shall provide the Purchasing Agent and the CIO with a written report within a reasonable time after any accident or occurrence at a work site under this Contract and involves Contractor's own personnel or those of any subcontractor regardless of whether said accident or occurrence is in the nature of bodily injury to employees or to third parties or property damage. In any event, Contractor will provide such a report within two business days after the Contractor's Project Manager has notice of the accident. The report shall include the name of person(s) injured or otherwise involved, name of his or her employer, date, time, and location of occurrence, extent of any bodily injury and any damage to property, name(s) of eyewitnesses, the name of anyone who treated the person for injuries sustained, and such other information as may be necessary, appropriate, or requested by the County, from time to time. Contractor shall promptly notify the local police of any accident or occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

N. General Notices

All notices required to be given pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified, return receipt requested. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Carmen Triche-Colvin
Purchasing Agent
Cook County
118 N Clark Room 1018
Chicago, Illinois 60602

And:

Antonio Hylton
Chief Information Officer
Cook County Bureau of Technology|
69 W. Washington Street
Suite 2700
Chicago, Illinois 60602

If to Contractor, to:

O. Governing Law and Forum

This Contract shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Contract shall be in the Circuit Court of Cook County in Chicago, Illinois, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts and waives any claim that such courts do not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

P. Severability

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provision of this Contract is unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Contract shall survive and continue in full force and effect in accordance with the terms thereof.

Q. Entire Agreement

This Contract, constitutes the entire agreement of Contractor and the County with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understanding, representations, negotiations, and commitments between Contractor and County with respect to the subject matter hereof. No usage of trade, or other course or regular practice or method of dealing between the parties, or with others, may be used to modify, interpret, supplement, or alter in any manner the express terms of this Contract. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not considered by either party in construing the meaning of this Contract.

R. Approval Required

This Contract between Contractor and County shall not become effective unless authorized and executed by the Cook County Board of Commissioners.

S. Binding Effect

This Contract constitutes a legal, valid, and binding contract, enforceable against Contractor and, once duly authorized and executed by the Board, against the County, in accordance with its terms.

T. Waiver

No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or excusal shall be in writing and signed by the party claimed to have waived or excused, and any such waiver or excusal so signed shall be effective only in the specific instance, and for the specific purpose, stated in such writing. Any consent by either party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach. No failure to exercise, and no delay in exercising, on the part of either party, any right, power, or privilege hereunder shall constitute a waiver thereof, nor shall either party's exercise of any right, power, or privilege hereunder preclude further exercise of the same right, power, or privilege or the exercise of any other right, power, or privilege hereunder.

U. Non-Exclusive Remedies

Unless expressly provided otherwise in this Contract, no remedy set forth in this Contract is intended to be, nor shall be, exclusive of, or mutually exclusive with regard to, any other remedy and each such remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing or available at law, in equity, by statute, or otherwise, individually or in any combination thereof.

V. Neither Party Considered Drafter

Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, the parties agree that neither party shall be deemed or considered the drafter of this Contract and that in construing this Contract, in the event of any claim that any provision hereof may be ambiguous, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other. In all respects, this Contract shall be construed as though jointly prepared by the parties.

W. Survival

Any provisions of this Contract that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Contract, shall remain in force and effect after such expiration or termination for so long as so intended.

X. Governmental Immunity

Notwithstanding anything to the contrary set forth elsewhere in this Contract, neither the County nor any Municipality has, and in no event shall any of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Contract or performance hereunder.

Y. Third Party Beneficiaries

The parties agree that this Contract will not create any right or cause of action for any third party, nor will Contractor be responsible for any third party claims against the County except as described in GC-13, Indemnification.

Notwithstanding the foregoing, Contractor acknowledges that the Municipalities, as Permitted Users of, and participants in, the System, shall receive Services hereunder. The County agrees that any claim or suit arising out of the enforcement of this Contract shall be maintained exclusively by the County; provided that the Contractor shall not assert, as a defense to any such claim or suit: (1) any lack of contractual privity as between the County and a Municipality; or (2) that the Municipality, rather than the County, has sustained the damages which are the subject of the claim or suit. Nothing in this paragraph is intended to create any additional causes of action that do not otherwise exist or to reduce any defense available to the Contractor regardless of whether the damages were sustained by a Municipality.

Z. Publicity

Each party shall submit to the other all advertising, written promotional materials, press releases, and other publicity matters relating to this Contract, or the execution hereof, that mention or contain the other party's name or mark, or that contain language from which said name or mark may reasonably be inferred or implied, and neither party shall publish or disclose any such advertising, promotional materials, press releases, or publicity matters without the prior written approval of the other party. Nevertheless, a party may disclose the other party's name and the fact of the existence of this Contract whenever required by applicable laws or regulations and Contractor may reference the name of the County as a part of its general client list without the need to first obtain the County's prior written approval.

AA. Product Safety

All non-Contractor Equipment must be approved by Contractor's Product Safety Review Board, or equivalent, prior to Contractor placing an order on the County's behalf. Contractor represents that all Contractor Equipments currently have those approvals. This notwithstanding, Contractor shall not provide to the County, or procure on the County's behalf, any item of Equipment for use in the Project unless that Equipment meets or exceeds the greater of; 1) the safety standards of the County applicable to such Equipment; or 2) the safety standards of the Municipality where the Equipment will be Installed that are applicable to such Equipment.

If any item of Equipment does not meet Contractor's product safety specifications or the applicable safety standards of the County or Municipality, as described in the preceding paragraph, Contractor will work with County to identify an alternate conforming product. Procurement of an alternate conforming product will occur only upon the County's approval. In the event that a satisfactory alternate product cannot be identified, this Contract may be terminated by either party without liability to the other party.

BB. Miscellaneous

Cook County is solely responsible for the actual content of any County data file, the selection and implementation of controls on its access and use, and procedures for the security of the stored County data.

CC. Audit; Examination of Records

The Contractor shall be responsible for establishing and maintaining records sufficient to document the charges invoiced associated with performance under the terms of this Contract. The Contractor acknowledges that grant funding received by the County will be used by the County to fund the cost of

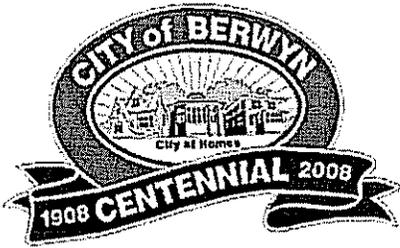
this Contract. The Contractor agrees that upon receipt of a reasonable written request, the County Auditor, the Illinois Emergency Management Agency or the United States Department of Homeland Security, Office of Domestic Preparedness, or any of their duly authorized representatives shall, until expiration of three (3) years after the final expenditure report submitted by the County to the Illinois Emergency Management Agency, or until related audit findings have been resolved, whichever is later, have access and the right to examine any non-confidential pertinent books documents, papers, canceled checks, invoices, and records of the Contractor directly related to the transactions related to this Contract including (i) charges paid by the County, or (ii) Contractor's compliance with any term, condition or provision hereof. Such access and right shall be: (i) at the County's sole expense; (ii) conducted during Contractor's normal business hours; and (iii) subject to Contractor's security procedures. For the purposes of this paragraph, "confidential" shall mean Contractor's proprietary financial information such as labor rates, profit margins, and the like.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision that the subcontractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final expenditure report submitted by the County to the Illinois Emergency Management Agency, or until related audit findings have been resolved, whichever is later, have access and the right to examine any books, documents, papers, payroll records, canceled checks, bank statements, purveyor's and other invoices and records for such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision there under or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County because Contractor has overcharged or improperly charged Cook County under the Contract, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

[Remainder of page deliberately left blank]

Michael A. O'Connor
Mayor



John Wysocki
Finance Director

J-6

A Century of Progress with Pride

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

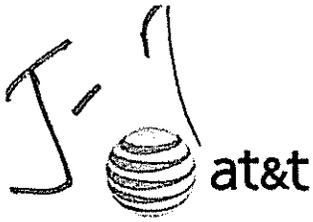
To: City Council and Mayor Michael O'Connor

From: John Wysocki

Date: June 3, 2008

Re: Disposal of 1995 Ford Aerostar

I have spoken with Sam Canino, Fleet Manager, regarding his request to dispose of a 1995 Ford Aerostar Vin # 1FTDA14V7SZA39278 from the Police Department inventory. He indicated that the vehicle would be sold for scrap value. I concur with this disposal request.



Marc D. Blakeman
Regional Vice President
External Affairs

AT&T Illinois
225 West Randolph Street
Floor 27B
Chicago, Illinois 60606

T: 312 727 4221
F: 312 727 3722
mb3878@att.com
www.att.com

March 12, 2008

Mayor Michael A. O'Connor
City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

Dear Mayor O'Connor:

AT&T Illinois ("AT&T") is in the process of installing facilities in the public rights-of-way ("ROW") within the City of Berwyn, Illinois (the "City") in connection with AT&T's network upgrade, known as Project Lightspeed. As part of this upgrade process, AT&T remains committed to working with the City pertaining to the screening, landscaping and maintenance of these facilities.

In furtherance of this commitment, AT&T hereby agrees to be bound by the terms contained in this letter (hereafter referred to as the "Agreement"). AT&T shall make a payment to the City of One Thousand Five Hundred Dollars (\$1,500.00) (a "Payment") for each separate Video-Ready Access Device ("VRAD") located in the ROW of the City where AT&T and the City have mutually agreed that screening, landscaping and maintenance of the screening and landscaping is reasonably necessary ("AT&T's Facilities"). The Payments shall be used by the City for screening, landscaping and maintenance of the screening and landscaping related to AT&T's Facilities, subject to the following terms:

1. The City shall assume all responsibilities, including all costs, expenses and liabilities, related to the screening and landscaping of AT&T's Facilities within the City. In fulfilling these responsibilities, the City shall comply with all applicable land use and safety regulations including, but not limited to, the Illinois Underground Utilities Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.* and the City shall reserve a four (4) foot setback on all four sides of every VRAD, upon which no landscaping or obstruction will be placed, such that every VRAD may be easily accessed by AT&T.
2. Except for its responsibility to make the Payments, AT&T shall not be responsible for any costs, expenses or liabilities related to the screening and landscaping or the ongoing maintenance of the screening and landscaping of AT&T's Facilities within the City.
3. As long as this Agreement remains in effect, AT&T's Facilities shall not be subject to any applicable Municipal Code provisions regarding screening, landscaping, maintenance or security requirements, including, but not

limited to, the posting of a bond, letter of credit or the establishment of an escrow account.

4. AT&T asserts that any payment obligations, including bond, letter of credit or escrow account requirements, imposed by the City in relation to AT&T's Facilities are inconsistent with applicable law, including the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*, the Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 *et seq.* or the Telephone Company Act, 220 ILCS 65/1 *et seq.* However, despite AT&T's assertion, AT&T will make this payment voluntarily under the conditions described above. As to other municipalities, AT&T reserves the right to challenge any such similar payment requirement.

Please express your agreement and acceptance of the terms of this Agreement by signing below.

Sincerely,



Marc D. Blakeman
Regional Vice President, External Affairs

AGREED TO AND ACCEPTED:

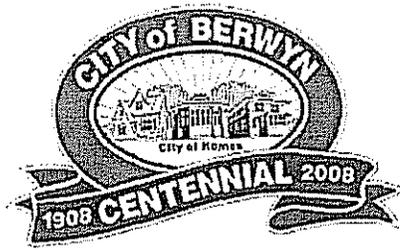
CITY OF BERWYN

By: _____

Name: _____

Title: _____

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

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

June 5, 2008

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

Re: Chapter 484.04 – Visitor Parking Passes

Attached please find the Visitor Pass recommendations which were discussed at the May 27, 2008 Committee of the Whole meeting. Also attached is a copy of what the passes will look like.

We feel many of your concerns have been addressed and our three departments are very supportive of updating our visitor pass ordinance to include the information attached. As we know, there is no perfect solution to the problems associated with visitor parking passes but we are confident the solution presented is a good start towards solving the problem.

We are asking your concurrence in updating Chapter 484.04 of our ordinance and to refer this to the Legal Department for drafting and updating.

Respectfully,

Handwritten signature of Debi Suchy in cursive.

Debi Suchy
City Collector

Handwritten signature of Claudio Paolucci in cursive.

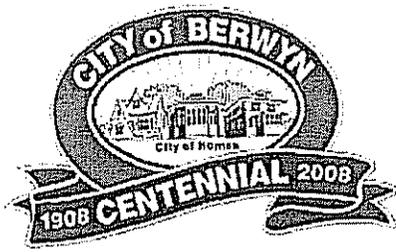
Claudio Paolucci
Division Commander

Handwritten signature of Nicole Campbell in cursive.

Nicole Campbell
Traffic Engineer

Attachments

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

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

VISITOR PASSES

Visitor passes shall be defined as individual "one-day" permits issued to residents for their use and for the use of nonresidents who are temporary visitors for a 24 hour period. One day shall be defined as a 24 hour period.

Visitor passes may be obtained by any City resident living on any street.

Visitor passes shall be good for 24 hour period and must be attached to the vehicle's passenger side of the windshield by means of the adhesive provided on the face of the visitor pass. Before displaying the visitor pass, it must be validated by printing in ink, the date, time, the address of the residence responsible for the visitor and the license plate number of the vehicle. A visitor pass without the above information will be invalid.

Residents can purchase individual visitor passes in books of fifteen (15) for between \$5.00. Visitor passes can be purchased through the Collector's Office at City Hall and through the Parking Division at the Police Department. A simple application form must be filled out each time visitor passes are purchased. Information required on the application is name, address, contact phone number and the corresponding book numbers that were purchased. The application must be accompanied with proof of purchase of a current vehicle sticker or if a resident is not a vehicle owner, two (2) acceptable documents to prove residency must be presented. The following items are acceptable items used as proof of residency:

- Valid driver's license or photo ID showing resident's name and address
- Current utility bill, including telephone, electric, water, gas, cable, etc. showing resident's name and address
- Current bank statement (not checks) or paycheck stub.
- Current mortgage statement.
- Current IRS tax reporting W-2 Form.
- Current lease signed by both parties.

A vehicle displaying a valid visitor pass may park on either side of the street within a one block radius upon which the resident lives and whose address appears on the one-day permit. The visitor pass does not guarantee that parking will be available and all vehicles must comply with posted traffic and parking regulations.

It shall be unlawful for any person:

- (1) to provide false or misleading information to obtain the issuance of visitor passes;
- (2) other than the City or an agent of the City to sell, assign, rent or lease a visitor pass, or charges a fee for the use thereof;
- (3) to duplicate or attempt to duplicate a visitor pass;
- (4) to use a visitor pass not properly issued by the City;
- (5) to use visitor passes to avoid the purchase of a Berwyn vehicle sticker; or
- (6) to use visitor passes to avoid having to register a vehicle to a Berwyn address.

Any person violating any of the provisions of this section shall be fined \$100 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

FRONT

BERWYN VISITOR PARKING PASS

FOR ONE 24-HOUR PERIOD ONLY

PERMIT MUST BE MOUNTED ON LOWER RIGHT CORNER OF WINDSHIELD

012345



City of Berwyn
City Hall
6700 W. 26th St.
Parking Division
6400 W. 31st St.
Berwyn, IL 60402
(708) 788-2660

Start Time and Date **MUST** be printed **IN INK** in the space below for permit to be valid.

VALID FOR 24 HOURS BEGINNING:

AM
PM

START TIME MONTH DATE YEAR
MAY NOT BE SOLD OR TRANSFERRED UNDER PENALTY OF LAW

RESIDENT ADDRESS VISITOR
RESPONSIBLE FOR VISITOR LICENSE PLATE #

PASS VALID ON EITHER SIDE OF STREET WITHIN A ONE-BLOCK RADIUS OF RESIDENT ADDRESS.

PASS DOES NOT GUARANTEE PARKING AVAILABILITY.

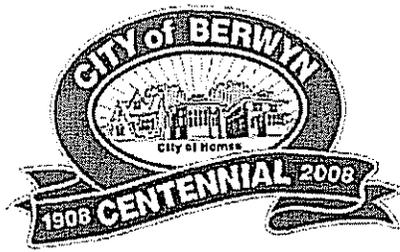
VEHICLES MUST COMPLY WITH POSTED PARKING REGULATIONS.

VIOLATORS ARE SUBJECT TO FINES OF \$100 PER DAY, PER OFFENSE, IN ACCORDANCE WITH CITY OF BERWYN VISITOR PARKING ORDINANCE 484.04.

THE CITY OF BERWYN HAS THE RIGHT TO REVOKE ANY PERMITS IF MISUSE IS SUSPECTED.

BACK

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

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

June 5, 2008

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

Re: Chapter 484.04B – Professional Services Parking Passes

Attached please find the Professional Services Parking Pass recommendations that we have developed after concerns arose at the May 27, 2008 Committee of the Whole meeting. Also attached is a copy of what the passes and affidavit will look like.

We feel we have addressed your concerns and our three departments are very supportive of updating our visitor pass ordinance to include a section with the information attached. We have tried to use your suggestions as a guide to assist child and health care providers with a solution when they are caring for our residents. We are confident this solution is a good start towards solving the problem.

We are asking your concurrence in updating Chapter 484.04 and to include a section for Professional Services Parking Passes similar to the School District Special Visitor Parking Pass, Section 484.04. A copy of that section is attached for your reference. We are asking your concurrence in updating Chapter 484.04 and to refer this to the Legal Department for drafting and updating.

Respectfully,

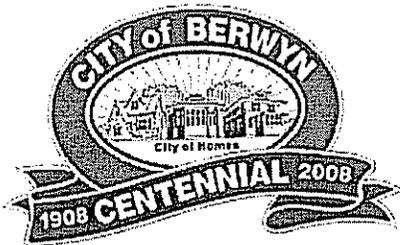
Debi Suchy
City Collector

Claudio Paolucci
Division Commander

Nicole Campbell
Traffic Engineer

Attachments

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

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

PROFESSIONAL SERVICES PARKING PASSES

Professional services parking passes shall be defined as permits issued to residents for the use of nonresidents who are providing a service at the residence. In-home services consist of providers for child and healthcare including skilled nurses, social workers, therapists, physicians and relatives. The pass is valid for use on a vehicle weighing 8,000 pounds or less.

Professional services parking passes shall be good 24 hours a day, seven days a week for a six month period. The pass shall be issued by the Parking Division at the Police Department upon receipt of a signed affidavit by the homeowner insuring that in-home services are to be provided at the residence. The pass shall be validated by the Parking Division with a security number and the address of the residence responsible for the provider. A professional services parking pass without this information will be invalid. The pass must be displayed on the dashboard on the driver's side of the vehicle.

Residents can purchase professional services parking passes for \$20.00 each for a six month period. A resident is limited to the purchase of three (3) passes per six month period. Professional services parking passes can be purchased through the Parking Division at the Police Department. A simple application form must be filled out with a signed affidavit each time professional services parking passes are purchased. Information required on the application is name, address, contact phone number and the corresponding security number(s) provided on the pass(es). The application must be accompanied with proof of purchase of a current vehicle sticker or if a resident is not a vehicle owner, two (2) acceptable documents to prove residency must be presented. The following items are acceptable items used as proof of residency:

- Valid driver's license or photo ID showing resident's name and address
- Current utility bill, including telephone, electric, water, gas, cable, etc showing resident's name and address
- Current bank statement (not checks) or paycheck stub.
- Current mortgage statement.
- Current IRS tax reporting W-2 Form
- Current lease signed by both parties

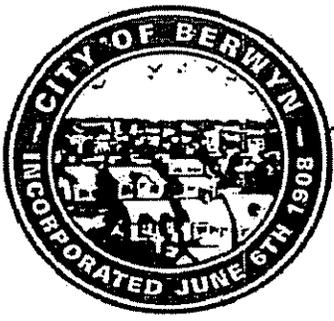
A vehicle displaying a valid professional services parking pass may park on either side of the street within a one block radius of the permit holder's address. The professional services parking pass does not guarantee that parking will be available and all vehicles must comply with posted traffic and parking regulations.

The pass shall measure 8 ½ inches wide by 5 ½ inches high and shall be grey in color printed on "Kan't Kopy" paper.

It shall be unlawful for any person:

- (1) to provide false or misleading information to obtain the issuance of professional services parking passes;
- (2) other than the City or an agent of the City to sell, assign, rent or lease a professional services parking pass, or charges a fee for the use thereof;
- (3) to duplicate or attempt to duplicate a professional services parking pass;
- (4) to use a professional services parking pass not properly issued by the City;
- (5) to use professional services parking passes to avoid the purchase of a Berwyn vehicle sticker; or
- (6) to use professional services parking passes to avoid having to register a vehicle to a Berwyn address.

Any person violating any of the provisions of this section shall be fined \$100 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.



Number: 08-

City of Berwyn

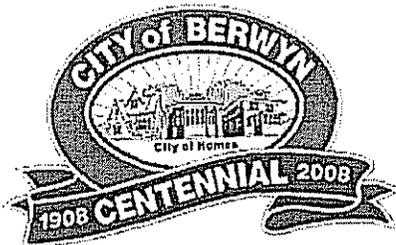
Professional Services Parking Pass

Address: _____

Display on dashboard on DRIVER'S SIDE

Expires: _____

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

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

CITY OF BERWYN
AFFIDAVIT FOR PROFESSIONAL SERVICES PARKING PERMIT

PLEASE PRINT

(Name of Resident)

(Address of Resident)

(Phone Number of Resident)

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 Resident)

(Date)

PROFESSIONAL SERVICES STATEMENT

PLEASE PRINT

I, HEREBY CERTIFY THAT I WILL PROVIDE THE SERVICES LISTED BELOW TO THE RESIDENT LISTED ABOVE

(Print – Name of Provider)

(Print – Phone Number of Provider)

(Signature of Provider)

(Service to be Provided)

Berwyn, Illinois Code of Ordinances

484.04A SCHOOL DISTRICT SPECIAL VISITOR PARKING PASS.

(a) Authority is hereby given to the Superintendent of School Districts 98, 100 and 201 to issue a special visitor parking pass identical to Exhibits B, C and D below and measure 8 1/2 inches wide and 5 1/2 inches high. The color of the special visitor parking pass must change for each new year.

(b) Each District Superintendent shall be responsible for issuing a special visitor parking pass to bona fide non-resident teachers and other employees of their respective school district. Upon request, the Superintendent shall provide the Mayor or the City Council copies of or access to the records detailing the issuance of the special visitor parking pass.

(c) The special visitor parking pass shall allow the employee to park between 6:00 a.m. to 10:00 p.m. on streets designated for "Resident Permit Parking Only."

(d) The special visitor parking pass shall allow the employee to park on either side of the streets of the block bordering the block upon which the school is located or other areas designated for school or teacher parking.

(e) Each special visitor parking pass shall be clearly identified as a City of Berwyn "School District Special Visitor Pass" for the designated district and must contain the following information:

(1) The name of the school at which the employee is employed.

(2) A security number issued by the Superintendent which relates the visitor pass to a specific employee.

(3) The amount and frequency of the fine for misuse of the special visitor parking pass.

(4) The words: "For Misuse of the Visitor Parking Permit in Violation of Berwyn's Code of Ordinances Section 484.04(i) "

(5) It is advised but not required that the acts of misuse as itemized in Section 484.04(i) be listed on the back side of the special visitor parking pass.

(f) All special visitor parking passes shall expire on December 31 of the year in which they were issued and the color of the special visitor parking pass must be changed for each new year.

(g) Passes must be displayed on the driver's side dashboard.

Berwyn, Illinois Code of Ordinances

(h) Any person who:

(1) Provides false or misleading information to obtain the issuance of a special visitor parking pass;

(2) Sells, assigns, rents or leases any such special visitor parking pass, or charges a fee for the use thereof;

(3) Duplicates or attempts to duplicate a special visitor parking pass; or

(4) Uses a special visitor parking pass not properly issued by the District Superintendent,

shall be fined \$200 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. 06-32. Passed 7-11-06.)

Section K

Consent Agenda

K-1

CITY OF BERWYN

CITY COUNCIL MEETING

(Date)

06/10/08

Deferred Communication

Agenda Item K-1 is a Deferred Communication from C C Meeting dated 05/27/08 Agenda item #41

FROM ALDERMAN ERICKSON

Re: HANDICAP SIGN REQUEST JOSE RAMIREZ
1230 WESLEY

K 3
Berwyn City Council

ITEM NO. 64
DATE MAY 13 2008
DISPOSITION Refer
April 28, 2008

From 8th Ward Alderman Joel Erickson
To Mayor O'Connor and
The Berwyn City Council
ITEM NO. 41
DATE MAY 27 2008
DISPOSITION Refer

Regarding: **Handicap Sign**
1230 Wesley Ave.

Ladies and Gentlemen:

I hereby concur with the Investigating Officer's recommendation to DENY the attached Handicap application.

Respectfully yours,

Joel Erickson
8th Ward Alderman

Linda L. Degutis

From: Joel Erickson [joelglobal@sbcglobal.net]
Sent: Wednesday, June 04, 2008 3:02 PM
To: Thomas J Pavlik; Linda L. Degutis; Louise P. Sommese
Subject: Re: HDCP Sign requests
Attachments: 3076088139-Ann Bailey pdf; 1963260973-Jose Ramirez pdf

Did you get my email regarding the Ann Bailey application. I have attached it for your file. Please put it on the consent agenda as concurring with the officer's recommendation to **APPROVE** the application.

* Also attached is the "deferred" matter of Jose Ramirez. Please put this one on the consent agenda as concurring with the officer's recommendation to **DENY** the application.

I am unaware of any other applications pending for the 8th Ward. Please advise.

"Thomas J. Pavlik" <TPavlik@ci.berwyn.il.us> wrote:

Aldermen, just a reminder, the handicap sign request procedures are, after 30 days of forwarding to your attention, the resident Aldermen, who then has to return, with a recommendation to concur, deny, overrule or defer, to my office for the CC agenda. If my office does not receive the recommendation back with-in 30 days, I will place it on the agenda to concur with the recommendation of the investigating officer. You then will have the opportunity to take further action, if any. Right now we have over 12 requests that are approaching or passed the 30 day mark. Please make every effort to give these requests their due diligence.

Thank you,
Tom

6/4/2008



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: April 24, 2008

RE: HANDICAPPED SIGN FOR: Jose O. Ramirez #550

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

1230 S. Wesley Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Joel Erickson

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Local Ordinance Division

Date: 04-11-2008

Application #: 550

Name of Applicant: Jose O. Ramirez

Address: 1230 S Wesley Ave. Berwyn, IL 60402

Telephone: 708-710-8039

Nature of Disability:
back.

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 08-04754		

Recommendation: APPROVE DENY Reporting Officer: M Schwanderlik #252

Comments:

Alderman:

Ward:

2008 APR 24 AM 10:38

Berwyn Police Department - Incident Report

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

Incident#: 08-04754

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Handicapped Application	INCIDENT # / DOT # 08-04754
WHEN REPORTED 04/11/2008 00:00	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1320 S WESLEY AV # BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 04/11/2008 00:00		STATUS CODE (09) Administratively Closed	STATUS DATE 04/11/2008

INVOLVED ENTITIES

NAME RAMIREZ, JOSE O		DOB	AGE	ADDRESS 1230 S WESLEY AV 2ND FLR BERWYN, IL 60402		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE	INVOLVEMENT	VIN #
YEAR 2005	MAKE	MODEL	COLOR	COMMENTS

NARRATIVES

<p>PRIMARY NARRATIVE</p> <p>In Summary:</p> <p>Subject Jose O Ramirez of 1230 S Wesley Ave suffers from</p> <p>As of the date of this report subject Jose does not meet the city requirements for a Handicapped Sign being that his vehicle registers out of 114 S Maple Ave #B1 Oak Park, IL 60302. A/o has made contact with subject Jose on three prior occasion being 03-12-2008, 03-20-2008 and 03-30-2008 advising him that said registration needs to be updated with the Secretary of States office before this application can be processed. Subject Jose advised A/o that he just has not had an opportunity to get to the Secretary of States Office yet.</p> <p>A/o further found that subject Jose rents an apartment at the above location and is not the building owner. Subject Jose related that he has a letter from the owner of the property but was unable to provide a copy of said letter at the time of the interview. The above property has a 2 car garage (approx 20'X 20') which is not available for his use at this time. A/o observed on-street parking with numerous parking space available at the time of the interview. A/o counted 18 vehicles parked on the entire block.</p> <p>For the above listed reason A/o feels that this application should be terminated (Denied) until which time subject Jose O Ramirez meets the city requirements at which time he can reapply.</p> <p>Nothing further to report at this time.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>REPORTING OFFICER SCHWANDERLIK, MARK</td> <td>STAR # 252</td> <td>REVIEWER</td> <td>STAR #</td> </tr> </table>	REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #		

Berwyn Police Department - Incident Report



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

JOSE O RAMIREZ
(Name of Handicapped Person)

1230 Wesley AVE.
(Address of Handicapped Person)

JOSE O RAMIREZ
(Name of Applicant)

708-710-8039
(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.

Jose O. Ramirez
(Signature of Applicant)

MAR 05 2008
(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 # PEPE 2

Vehicle Tag # 19311 Year 08

Regular State Plate #

Handicap State Card #

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

3-12-08 VEHICLE REGISTERED TO OAK PARK - OWNER ADVISED
3-20-08 OWNER ADVISED TO CONTACT S.O.S. ABOUT PLATES.
3-30-08 " " " " " "
04-11-08 VEHICLE ROLLED OUT OF TOWN DENIED

K-2

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

June 4, 2008

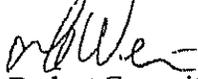
Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the June 10, 2008 Council meeting.

Payroll \$831,691.62 5/28/08

Very truly yours,



Mark Weiner, Budget Committee Chairman

K-3

BUDGET CHAIRMAN MARK WEINER

3132 Wenonah

Berwyn, Illinois 60402

MarkWeiner1@Hotmail.Com

708-484-7512

Www.ThirdWardAlderman.Com

June 6, 2008

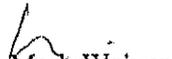
Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the June 10, 2008 Council meeting.

Payables: \$1,658,528.29

Very truly yours,


Mark Weiner

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	337596	\$350.00 350.00	06/06/08 11-5-14-5245	20378		0 PESI MAUGA A	060608 OUTSTANDING
01	337597	\$1250.00 1250.00	06/06/08 11-5-14-5245	20379		0 BOBBIE ROBERTS A	060608 OUTSTANDING
01	337598	\$300.00 300.00	06/06/08 11-5-14-5245	20381		0 VESELICA A	060608 OUTSTANDING
01	337599	\$450.00 450.00	06/06/08 11-5-14-5245	20382		0 AMICI ITALIAN DANCE TROUP A	060608 OUTSTANDING
01	337600	\$600.00 600.00	06/06/08 11-5-14-5245	20383		0 WEST END JAZZ BAND,LLC A	060608 OUTSTANDING
01	337601	\$1200.00 1200.00	06/06/08 11-5-14-5245	20384		0 JULIAN KILMAN A	060608 OUTSTANDING
01	337602	\$400.00 400.00	06/06/08 11-5-14-5245	20385		0 JIM DRNEK A	060608 OUTSTANDING
01	337603	\$100.00 100.00	06/06/08 11-5-14-5245	20386		0 KEVIN FLASZA A	060608 OUTSTANDING
01	337604	\$1400.00 1400.00	06/06/08 11-5-14-5245	20387		0 RONALD GRAHAM A	060608 OUTSTANDING
01	337605	\$3750.00 3750.00	06/06/08 11-5-14-5245	20388		0 IDES OF MARCH A	060608 OUTSTANDING
01	337606	\$1400.00 1400.00	06/06/08 11-5-14-5245	20389		0 ANDREW J.WHETSTONE A	060608 OUTSTANDING
01	337607	\$3000.00 3000.00	06/06/08 11-5-14-5245	20390		0 AMERICAN ENGLISH A	060608 OUTSTANDING
01	337608	\$3750.00 3750.00	06/06/08 11-5-14-5245	20391		0 BUCKINGHAM'S MUSIC LTD A	060608 OUTSTANDING
01	337609	\$1500.00 1500.00	06/06/08 11-5-14-5245	20392		0 LONNIE BROOKS A	060608 OUTSTANDING
01	337610	\$400.00 400.00	06/06/08 11-5-14-5245	20393		0 SOUTH BERWYN EDUCATION FOUNDATION A	060608 OUTSTANDING
01	337611	\$1100.00 1100.00	06/06/08 11-5-14-5245	20395		0 RICKY RICO BAKER A	060608 OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	337612	\$400.00 400.00	06/06/08 11-5-14-5245	30110		0 PAV YMCA IN BERWYN A	060608 OUTSTANDING
01	801460	\$25.00 25.00	05/30/08 11-5-14-5245	20302		0 ILLINOIS LIQUOR CONTROL COMMISSION A	050708 OUTSTANDING
01	801462	\$451.99 451.99	05/30/08 80-4-00-4305	20339		0 CAROL SPIES A	052808 OUTSTANDING
01	801464	\$300.00 300.00	05/30/08 11-5-14-5245	20341		0 JAMES ZAMORA A	053008 P OUTSTANDING
01	804465	\$200.00 200.00	05/30/08 11-5-14-5245	20341		0 JAMES ZAMORA A	053008 OUTSTANDING
TOTAL # OF ISSUED CHECKS:			258	TOTAL AMOUNT:		1658528.29	
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF UNISSUED CHECKS:			0				

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
011	GENERAL FUND	1,068,147.12	0.00
015	COMMUNITY OUTREACH FUND	1,698.49	0.00
023	LIBRARY FUND	22,356.17	0.00
032	CDBG PROJECT FUND	919.57	0.00
040	CAPITAL PROJECTS FUND	266,734.00	0.00
051	MISC GRANT FUND	1,670.92	0.00
055	SOUTH BERWYN CORRIDOR TIF FUND	1,187.50	0.00
056	CERMAK TIF DISTRICT	3,757.50	0.00
057	ROOSEVELT TIF FUND	1,187.50	0.00
058	OGDEN AVE. TIF DISTRICT	10,812.50	0.00
060	BOND AND INTEREST	800.00	0.00
065	INFRASTRUCTURE BOND FUND	213,114.80	0.00
079	MOTOR FUEL TAX	64,771.08	0.00
080	WATER AND SEWER	1,371.14	0.00
		=====	=====
	TOTAL -	1,658,528.29	0.00

REPORT PARAMETERS

ORGANIZATION : 001
BANK : 01
SORT OPTION : CHECK #
PRINT DETAILS : N
BEGINNING CHECK DATE : 05/30/08
ENDING CHECK DATE : 06/06/08

CITY OF BERWYN
CHECK REGISTER
DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	337359	\$337.90	05/30/08	00009	0	COMM ED	OUTSTANDING
01	337360	\$357.00	05/30/08	00029	0	PITNEY BOWES	OUTSTANDING
01	337361	\$3624.73	05/30/08	00042	0	KRONOS LEASING	OUTSTANDING
01	337362	\$16683.49	05/30/08	00055	0	AT & T	OUTSTANDING
01	337363	\$76.95	05/30/08	00162	0	JACK'S RENTAL INC	OUTSTANDING
01	337364	\$1124.84	05/30/08	00198	0	ART FLO SHIRT AND LETTERING	OUTSTANDING
01	337365	\$274.93	05/30/08	00280	0	ROSCOE COMPANY	OUTSTANDING
01	337366	\$404.41	05/30/08	00361	0	BUS & TRUCK OF CHICAGO INC.	OUTSTANDING
01	337367	\$40.25	05/30/08	00377	0	WATER ONE	OUTSTANDING
01	337368	\$21.56	05/30/08	00459	0	FEDERAL EXPRESS CORPORATION	OUTSTANDING
01	337369	\$4000.00	05/30/08	00470	0	ROBERT S.MOLARO & ASSOCIATES	OUTSTANDING
01	337370	\$42.64	05/30/08	00471	0	SUPERIOR AWARDS	OUTSTANDING
01	337371	\$16067.88	05/30/08	00504	0	AETNA-U.S.HEALTHCARE	OUTSTANDING
01	337372	\$7968.00	05/30/08	00504	0	AETNA-U.S.HEALTHCARE	OUTSTANDING
01	337373	\$827.63	05/30/08	00743	0	SIR SPEEDY	OUTSTANDING
01	337374	\$2076.60	05/30/08	00786	0	PRUDENTIAL INS CO. OF AMERICA	OUTSTANDING
01	337375	\$105.85	05/30/08	00976	0	CINTAS # 769	OUTSTANDING
01	337376	\$743.00	05/30/08	01148	0	COMPUTER POWER SYSTEMS, INC.	OUTSTANDING
01	337377	\$26.64	05/30/08	01271	0	RICOH AMERICAS CORP.	OUTSTANDING
01	337378	\$655.95	05/30/08	01282	0	MICHAEL O'CONNOR	OUTSTANDING
01	337379	\$210.00	05/30/08	01288	0	EL DIA NEWSPAPER	OUTSTANDING
01	337380	\$155.00	05/30/08	01304	0	RESTORE BOARD-UP	OUTSTANDING
01	337381	\$6303.84	05/30/08	01441	0	WEIMER MACHINE	OUTSTANDING
01	337382	\$600.00	05/30/08	01504	0	THE BANK OF NEW YORK	OUTSTANDING
01	337383	\$255.00	05/30/08	01556	0	IGFOA	OUTSTANDING
01	337384	\$62500.00	05/30/08	01573	0	CITY OF BERWYN AND OAK PK.HOUSING CENTER	OUTSTANDING
01	337385	\$106919.11	05/30/08	01613	0	AMERICAN DEMOLITION CORP.	OUTSTANDING
01	337386	\$2698.89	05/30/08	01613	0	AMERICAN DEMOLITION CORP.	OUTSTANDING
01	337387	\$47498.00	05/30/08	01615	0	ROBERT YIU	OUTSTANDING
01	337388	\$11400.00	05/30/08	01617	0	ASSOCIATED ATTRACTIONS ENTERPRISES, INC.	OUTSTANDING
01	337389	\$721.49	05/30/08	01632	0	NICOR GAS	OUTSTANDING
01	337390	\$750.00	05/30/08	01657	0	JOEL ERICKSON	OUTSTANDING
01	337391	\$1818.00	05/30/08	01692	0	M.K. SPORTS	OUTSTANDING
01	337392	\$1380.00	05/30/08	01760	0	FLASH ELECTRIC CO.	OUTSTANDING
01	337393	\$104.94	05/30/08	01803	0	ZEE MEDICAL, INC.	OUTSTANDING
01	337394	\$200.00	05/30/08	01856	0	COLE TAYLOR BANK TRUST DEPT	OUTSTANDING
01	337395	\$11550.00	05/30/08	01916	0	DON MORRIS ARCHITECTS,P.C.	OUTSTANDING
01	337396	\$1771.00	05/30/08	10005	0	LOCAL 705	OUTSTANDING
01	337397	\$19.00	05/30/08	10006	0	UNITED WAY OF BERWYN	OUTSTANDING
01	337398	\$266.00	05/30/08	10014	0	NCPERS GROUP LIFE INS-UNIT # 3326	OUTSTANDING
01	337399	\$3500.00	05/30/08	20017	0	CARL J.REINA	OUTSTANDING
01	337400	\$375.00	05/30/08	20096	0	JOE BARTOSZ	OUTSTANDING
01	337401	\$1475.00	05/30/08	20340	0	SCARLETTE ROMERO	OUTSTANDING
01	337402	\$1555.00	05/30/08	33332	0	E.R.S.BOARD UP INC.	OUTSTANDING
01	337403	\$100.78	05/30/08	33555	0	MENARDS-CICERO	OUTSTANDING
01	337404	\$50.11	05/30/08	34494	0	PAUL GARDNER	OUTSTANDING
01	337405	\$415927.04	06/05/08	00015	0	BLUE CROSS/BLUE SHIELD OF ILLINOIS	OUTSTANDING
01	337406	\$4831.79	06/05/08	00016	0	FORT DEARBORN LIFE INSURANCE	OUTSTANDING
01	337407	\$92.00	06/05/08	00075	0	EMPIRE COOLER SERVICE, INC.	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	337408	\$106.70	06/05/08	00245	0	PYRAMID TECHNOLOGIES	OUTSTANDING
01	337409	\$4500.00	06/05/08	00377	0	WATER ONE	OUTSTANDING
01	337410	\$112.00	06/05/08	00591	0	THE SIGN EDGE	OUTSTANDING
01	337411	\$527.71	06/05/08	01262	0	DAWN RINEHART	OUTSTANDING
01	337412	\$145.00	06/05/08	01271	0	RICOH AMERICAS CORP	OUTSTANDING
01	337413	\$63.69	06/05/08	01339	0	AMERICAN MESSAGING	OUTSTANDING
01	337414	\$158436.16	06/05/08	01586	0	AT&T	OUTSTANDING
01	337415	\$54678.64	06/05/08	01586	0	AT&T	OUTSTANDING
01	337416	\$180.00	06/05/08	01668	0	WESTSIDE MULTIMEDIA & GALLERY	OUTSTANDING
01	337417	\$89.90	06/05/08	01765	0	FRAME WAREHOUSE	OUTSTANDING
01	337418	\$46.44	06/05/08	01800	0	CDW GOVERNMENT, INC.	OUTSTANDING
01	337419	\$7500.00	06/05/08	01942	0	CITIZENS COMMUNITY BANK	OUTSTANDING
01	337420	\$200.00	06/05/08	20344	0	DONALD MARINO	OUTSTANDING
01	337421	\$500.00	06/05/08	20346	0	JOANNA CONNOR	OUTSTANDING
01	337422	\$5.80	06/05/08	33561	0	MARK JARNAGIN	OUTSTANDING
01	337423	\$115.40	05/31/08	00003	0	U S POSTMASTER	OUTSTANDING
01	337424	\$94.50	05/31/08	00004	0	USA MOBILITY WIRELESS, INC.	OUTSTANDING
01	337425	\$23405.25	05/31/08	00009	0	COMM ED	OUTSTANDING
01	337426	\$332.43	05/31/08	00026	0	MICHAEL PHELAN	OUTSTANDING
01	337427	\$32600.79	05/31/08	00028	0	PINNER ELECTRIC CO	OUTSTANDING
01	337428	\$70.88	05/31/08	00033	0	HIGSMITH COMPANY	OUTSTANDING
01	337429	\$148.30	05/31/08	00034	0	OLE FASHION FOOD SERVICES	OUTSTANDING
01	337430	\$50.00	05/31/08	00039	0	ANDERSON BROS FORD	OUTSTANDING
01	337431	\$8436.09	05/31/08	00055	0	AT & T	OUTSTANDING
01	337432	\$1750.00	05/31/08	00078	0	BERWYN DEVELOPMENT CORP	OUTSTANDING
01	337433	\$743.48	05/31/08	00084	0	CASSIDY TIRE	OUTSTANDING
01	337434	\$259.60	05/31/08	00093	0	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS	OUTSTANDING
01	337435	\$616.00	05/31/08	00096	0	PACE VANPOOL	OUTSTANDING
01	337436	\$153.20	05/31/08	00105	0	MILTON F PERSIN	OUTSTANDING
01	337437	\$790.00	05/31/08	00117	0	ROMEVILLE FIRE ACADEMY	OUTSTANDING
01	337438	\$510.02	05/31/08	00120	0	BOURBONNAIS SUPPLY CO, INC.	OUTSTANDING
01	337439	\$508.45	05/31/08	00124	0	GAYLORD BROS INC	OUTSTANDING
01	337440	\$32.00	05/31/08	00162	0	JACK'S RENTAL INC	OUTSTANDING
01	337441	\$567.68	05/31/08	00179	0	McCANN INDUSTRIES, INC.	OUTSTANDING
01	337442	\$8765.04	05/31/08	00225	0	CONSTELLATION NEW ENERGY INC.	OUTSTANDING
01	337443	\$529.27	05/31/08	00280	0	ROSCOE COMPANY	OUTSTANDING
01	337444	\$64.95	05/31/08	00299	0	SHERWIN WILLIAMS	OUTSTANDING
01	337445	\$459.28	05/31/08	00301	0	NEXTEL COMMUNICATIONS	OUTSTANDING
01	337446	\$546.75	05/31/08	00315	0	TIN STAR ELECTRONIC SERVICE, INC.	OUTSTANDING
01	337447	\$34.50	05/31/08	00377	0	WATER ONE	OUTSTANDING
01	337448	\$158.34	05/31/08	00388	0	DEMCO EDUCATIONAL CORP	OUTSTANDING
01	337449	\$670.37	05/31/08	00391	0	TELE-TRON ACE HARDWARE	OUTSTANDING
01	337450	\$418.77	05/31/08	00398	0	INGRAM LIBRARY SERVICES	OUTSTANDING
01	337451	\$409.00	05/31/08	00407	0	LITTLE VILLAGE PRINTING	OUTSTANDING
01	337452	\$380.00	05/31/08	00421	0	MUNICIPAL ELECTRONICS INC.	OUTSTANDING
01	337453	\$5420.39	05/31/08	00452	0	HALOGEN SUPPLY CO INC	OUTSTANDING
01	337454	\$1670.92	05/31/08	00466	0	TOWN BUILDER STUDIOS, LLC	OUTSTANDING
01	337455	\$182.85	05/31/08	00478	0	COMCAST CABLE	OUTSTANDING
01	337456	\$34.88	05/31/08	00483	0	LEWIS PAPER PLACE	OUTSTANDING

CITY OF BERWYN
CHECK REGISTER
DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	337457	\$290.50	05/31/08	00492	0	FULLMER LOCKSMITH SERVICE INC	OUTSTANDING
01	337458	\$8250.00	05/31/08	00510	0	SPORTSFIELDS, INC.	OUTSTANDING
01	337459	\$866.20	05/31/08	00514	0	BERWYN WESTERN PLBG. & HEATING	OUTSTANDING
01	337460	\$1822.43	05/31/08	00531	0	BAKER & TAYLOR, INC.	OUTSTANDING
01	337461	\$375.00	05/31/08	00601	0	F.I.R.E. PERSONNEL TESTING SERVICE	OUTSTANDING
01	337462	\$544.24	05/31/08	00685	0	EMSAR CHICAGO/MILWAUKEE	OUTSTANDING
01	337463	\$11.99	05/31/08	00698	0	WALGREENS CO.	OUTSTANDING
01	337464	\$67.42	05/31/08	00737	0	BBC AUDIOBOOKS AMERICA	OUTSTANDING
01	337465	\$30.28	05/31/08	00743	0	SIR SPEEDY	OUTSTANDING
01	337466	\$1402.96	05/31/08	00758	0	DAISEY BOOK CO	OUTSTANDING
01	337467	\$1558.33	05/31/08	00762	0	COLUMN OFFICE EQUIPMENT	OUTSTANDING
01	337468	\$654.75	05/31/08	00770	0	SPRING-GREEN	OUTSTANDING
01	337469	\$234.00	05/31/08	00774	0	CHICAGO TRIBUNE	OUTSTANDING
01	337470	\$423.20	05/31/08	00796	0	FOLGER FLAG & DECORATING, INC.	OUTSTANDING
01	337471	\$5512.68	05/31/08	00806	0	ELGIN SWEEPER COMPANY	OUTSTANDING
01	337472	\$60.03	05/31/08	00828	0	AMAZON	OUTSTANDING
01	337473	\$89.40	05/31/08	00845	0	INTOXIMETERS	OUTSTANDING
01	337474	\$1020.88	05/31/08	00862	0	MICHELE D.SKRYD	OUTSTANDING
01	337475	\$680.25	05/31/08	00976	0	CINTAS # 769	OUTSTANDING
01	337476	\$330.30	05/31/08	00989	0	T-MOBILE	OUTSTANDING
01	337477	\$587.15	05/31/08	00996	0	CASE LOTS INC	OUTSTANDING
01	337478	\$1612.27	05/31/08	01000	0	STANDARD EQUIPMENT CO	OUTSTANDING
01	337479	\$630.25	05/31/08	01032	0	APPLE BOOKS	OUTSTANDING
01	337480	\$220.37	05/31/08	01042	0	RCOR, INC.	OUTSTANDING
01	337481	\$5380.00	05/31/08	01048	0	MEDICAL REIMBURSEMENT SERVICES, INC.	OUTSTANDING
01	337482	\$332.22	05/31/08	01055	0	RIZZA FORD	OUTSTANDING
01	337483	\$439.15	05/31/08	01080	0	COMMUNICATIONS REVOLVING FUND	OUTSTANDING
01	337484	\$6650.00	05/31/08	01103	0	LYONS TREE SERVICE, INC.	OUTSTANDING
01	337485	\$126.80	05/31/08	01171	0	US GAS	OUTSTANDING
01	337486	\$202.50	05/31/08	01236	0	SABER-TOOTH COMPUTING	OUTSTANDING
01	337487	\$229.29	05/31/08	01259	0	AT& T LONG DISTANCE	OUTSTANDING
01	337488	\$210.00	05/31/08	01288	0	EL DIA NEWSPAPER	OUTSTANDING
01	337489	\$77.77	05/31/08	01303	0	FMP	OUTSTANDING
01	337490	\$139.00	05/31/08	01320	0	AL'S RADIATOR	OUTSTANDING
01	337491	\$6510.92	05/31/08	01330	0	AIR ONE EQUIPMENT, INC.	OUTSTANDING
01	337492	\$91.73	05/31/08	01336	0	UNITED RADIO COMM, INC	OUTSTANDING
01	337493	\$234.00	05/31/08	01364	0	TRYAD AUTOMOTIVE	OUTSTANDING
01	337494	\$11.25	05/31/08	01366	0	ILLINOIS PAPER COMPANY	OUTSTANDING
01	337495	\$118.53	05/31/08	01378	0	RICOH AMERICAS CORPORATION	OUTSTANDING
01	337496	\$108.90	05/31/08	01421	0	RICOH AMERICAS CORPORATION	OUTSTANDING
01	337497	\$467.23	05/31/08	01422	0	MODERN MARKETING, INC.	OUTSTANDING
01	337498	\$328491.05	05/31/08	01431	0	WASTE MANMAGEMENT ILLINOIS-METRO	OUTSTANDING
01	337499	\$100.00	05/31/08	01437	0	FULL HOUSE SIGHNS & PRINTING	OUTSTANDING
01	337500	\$26362.60	05/31/08	01447	0	MRA	OUTSTANDING
01	337501	\$1315.00	05/31/08	01462	0	INTEGRITY SEATING	OUTSTANDING
01	337502	\$2061.40	05/31/08	01492	0	COMPLETE TEMPERATURE SYSTEMS, INC.	OUTSTANDING
01	337503	\$840.51	05/31/08	01497	0	GALLS INCORPORATED	OUTSTANDING
01	337504	\$44.00	05/31/08	01518	0	NORTHERN ILLINOIS POLICE ALARM SYSTEM	OUTSTANDING
01	337505	\$139.86	05/31/08	01565	0	ALLIANCE ENTERTAINMENT, LLC	OUTSTANDING

CITY OF BERWYN
CHECK REGISTER
DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	337506	\$30.10	05/31/08	01570	0	KOSTKA BROS.PAINT	OUTSTANDING
01	337507	\$1125.74	05/31/08	01586	0	AT&T	OUTSTANDING
01	337508	\$1200.00	05/31/08	01595	0	EBI CONSULTING	OUTSTANDING
01	337509	\$2125.00	05/31/08	01596	0	LANDMARK SIGN GROUP	OUTSTANDING
01	337510	\$221.95	05/31/08	01619	0	TANTOR MEDIA	OUTSTANDING
01	337511	\$203.80	05/31/08	01647	0	RANDOM HOUSE, INC.	OUTSTANDING
01	337512	\$1370.00	05/31/08	01667	0	SHINE AWN, INC.	OUTSTANDING
01	337513	\$3000.00	05/31/08	01669	0	ARTSPACE PROJECTS	OUTSTANDING
01	337514	\$1948.14	05/31/08	01677	0	SCHOLASTIC BOOK FAIRS	OUTSTANDING
01	337515	\$1350.00	05/31/08	01692	0	M.K. SPORTS	OUTSTANDING
01	337516	\$23.13	05/31/08	01750	0	UNITED PARCEL SERVICE	OUTSTANDING
01	337517	\$973.90	05/31/08	01786	0	GALE	OUTSTANDING
01	337518	\$242.47	05/31/08	01788	0	BOUND TREE MEDICAL,LLC	OUTSTANDING
01	337519	\$340.00	05/31/08	01824	0	HIGH PSI LTD.	OUTSTANDING
01	337520	\$610.25	05/31/08	01832	0	RESURRECTION HEALTH CARE	OUTSTANDING
01	337521	\$514.85	05/31/08	01834	0	MASON CREST PUBLISHERS	OUTSTANDING
01	337522	\$765.69	05/31/08	01838	0	BAKER & TAYLOR ENTERTAINMENT	OUTSTANDING
01	337523	\$225.10	05/31/08	01924	0	PHELAN DODGE	OUTSTANDING
01	337524	\$50.18	05/31/08	01928	0	NAEIR	OUTSTANDING
01	337525	\$30.00	05/31/08	20151	0	THE TEACHING COMPANY	OUTSTANDING
01	337526	\$3960.00	05/31/08	20237	0	KARLAS ROBINZINE	OUTSTANDING
01	337527	\$3300.00	05/31/08	20248	0	T & G PROPERITES LLS	OUTSTANDING
01	337528	\$4800.00	05/31/08	20342	0	BLANTON BROTHERS, INC.	OUTSTANDING
01	337529	\$1475.00	05/31/08	20343	0	ALEJANDRO ZARAGOZA	OUTSTANDING
01	337530	\$75.00	05/31/08	20345	0	CARMEN SANCHEZ	OUTSTANDING
01	337531	\$2800.00	05/31/08	20347	0	FOCOLARE MOVEMENT	OUTSTANDING
01	337532	\$1687.23	05/31/08	30617	0	SAM'S CLUB	OUTSTANDING
01	337533	\$6.95	05/31/08	30788	0	RECORDED BOOKS,LLC	OUTSTANDING
01	337534	\$75.00	05/31/08	31170	0	FIRE INVESTIGATORS STRIKE FORCE	OUTSTANDING
01	337535	\$361.36	05/31/08	31341	0	JAN WAY CO.USA, INC.	OUTSTANDING
01	337536	\$30.00	05/31/08	31385	0	BLUE ISLAND PUBLIC LIBRARY	OUTSTANDING
01	337537	\$214.10	05/31/08	31591	0	MIDAS AUTO SERVICE EXPERTS	OUTSTANDING
01	337538	\$65.68	05/31/08	31594	0	LIBRARY VIDEO COMPANY	OUTSTANDING
01	337539	\$160.00	05/31/08	31672	0	RADCO COMMUNICATIONS, INC.	OUTSTANDING
01	337540	\$150.00	05/31/08	31862	0	LUND INDUSTRIES, INC.	OUTSTANDING
01	337541	\$101.42	05/31/08	32052	0	JUST TIRES	OUTSTANDING
01	337542	\$15.00	05/31/08	32146	0	NUTRITION ACTION	OUTSTANDING
01	337543	\$16.00	05/31/08	32264	0	EISENHOWER PUBLIC LIBRARY	OUTSTANDING
01	337544	\$144.00	05/31/08	32375	0	NATIONAL SEED	OUTSTANDING
01	337545	\$50.00	05/31/08	32832	0	DANIELLE TAYLOR CAPPELLETTI	OUTSTANDING
01	337546	\$5400.00	05/31/08	33115	0	LEARNING EXPRESS,LLC	OUTSTANDING
01	337547	\$33.95	05/31/08	33116	0	MICRO MARKETING,LLC	OUTSTANDING
01	337548	\$251.10	05/31/08	33133	0	LANDMARK AUDIOBOOKS	OUTSTANDING
01	337549	\$208.58	05/31/08	33183	0	OFFICE DEPOT	OUTSTANDING
01	337550	\$40.00	05/31/08	33302	0	ELMHURST PUBLIC LIBRARY	OUTSTANDING
01	337551	\$2280.00	05/31/08	33357	0	SEAN THORNTON	OUTSTANDING
01	337552	\$60.00	05/31/08	33490	0	FLOSSMOOR PUBLIC LIBRARY	OUTSTANDING
01	337553	\$277.26	05/31/08	33555	0	MENARDS-CICERO	OUTSTANDING
01	337554	\$47.77	05/31/08	33560	0	MENARD'S HODGKINS	OUTSTANDING

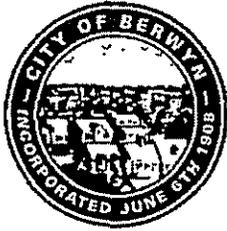
CITY OF BERWYN
CHECK REGISTER
DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	337555	\$643.80	05/31/08	34376	0	CHILD'S WORLD, INC	OUTSTANDING
01	337556	\$30.52	05/31/08	34554	0	FRANK SIMEK	OUTSTANDING
01	337557	\$1923.49	05/31/08	34629	0	MICHAEL OCHSNER JR.	OUTSTANDING
01	337558	\$299.95	05/31/08	35796	0	BOWKER	OUTSTANDING
01	337559	\$314.59	05/31/08	35813	0	PATRICK SHARKEY	OUTSTANDING
01	337560	\$143.00	06/06/08	00595	0	SECRETARY OF STATE	OUTSTANDING
01	337561	\$75.00	06/06/08	00595	0	SECRETARY OF STATE	OUTSTANDING
01	337562	\$200.00	06/06/08	01161	0	BERWYN MAIN STREET	OUTSTANDING
01	337563	\$2698.89	06/06/08	01613	0	AMERICAN DEMOLITION CORP.	OUTSTANDING
01	337564	\$106919.11	06/06/08	01613	0	AMERICAN DEMOLITION CORP.	OUTSTANDING
01	337565	\$250.00	06/06/08	20348	0	ST.AGNES OF BOHEMIA	OUTSTANDING
01	337566	\$800.00	06/06/08	20349	0	JAMESTOWN MASSACRE	OUTSTANDING
01	337567	\$400.00	06/06/08	20350	0	PATRICK WILLIAMS, INC.	OUTSTANDING
01	337568	\$1100.00	06/06/08	20351	0	LEE MARTINEZ	OUTSTANDING
01	337569	\$400.00	06/06/08	20352	0	BRIAN PERFECT	OUTSTANDING
01	337570	\$200.00	06/06/08	20353	0	PEGGY ROSE ACADEMY	OUTSTANDING
01	337571	\$400.00	06/06/08	20354	0	SOKOL TABOR	OUTSTANDING
01	337572	\$200.00	06/06/08	20354	0	SOKOL TABOR	OUTSTANDING
01	337573	\$400.00	06/06/08	20355	0	COMMODORE BARRY POST	OUTSTANDING
01	337574	\$400.00	06/06/08	20356	0	IMPA	OUTSTANDING
01	337575	\$400.00	06/06/08	20357	0	AMERICAN CANCER SOCIETY	OUTSTANDING
01	337576	\$750.00	06/06/08	20358	0	VILLAGE VOCAL CHORDS	OUTSTANDING
01	337577	\$200.00	06/06/08	20359	0	BERWYN ELKS CLUB	OUTSTANDING
01	337578	\$400.00	06/06/08	20360	0	ITALIAN AMERICAN CLUB	OUTSTANDING
01	337579	\$100.00	06/06/08	20361	0	PERSHING SCHOOL PTA	OUTSTANDING
01	337580	\$100.00	06/06/08	20362	0	FREEDOM SCHOOL PTSA	OUTSTANDING
01	337581	\$200.00	06/06/08	20363	0	AMERICAN CANCER SOCIETY	OUTSTANDING
01	337582	\$400.00	06/06/08	20364	0	THE MOOSE LODGE	OUTSTANDING
01	337583	\$500.00	06/06/08	20365	0	IVB	OUTSTANDING
01	337584	\$400.00	06/06/08	20366	0	HERITAGE SCHOOL PTSA	OUTSTANDING
01	337585	\$200.00	06/06/08	20367	0	EMERSON SCHOOL PTA	OUTSTANDING
01	337586	\$200.00	06/06/08	20368	0	DCOB	OUTSTANDING
01	337587	\$400.00	06/06/08	20369	0	IRVING SCHOOL PTA	OUTSTANDING
01	337588	\$200.00	06/06/08	20370	0	ANTHONY PELLEGRINO	OUTSTANDING
01	337589	\$300.00	06/06/08	20371	0	VLASTA KRSEK	OUTSTANDING
01	337590	\$400.00	06/06/08	20372	0	KAREN HART	OUTSTANDING
01	337591	\$600.00	06/06/08	20373	0	DAVID SISSON	OUTSTANDING
01	337592	\$400.00	06/06/08	20374	0	JOE TIRRITO	OUTSTANDING
01	337593	\$400.00	06/06/08	20375	0	POCKET CIRCUS	OUTSTANDING
01	337594	\$300.00	06/06/08	20376	0	DANIEL SANCHEZ	OUTSTANDING
01	337595	\$650.00	06/06/08	20377	0	JUDY VESSELY	OUTSTANDING
01	337596	\$350.00	06/06/08	20378	0	PESI MAUGA	OUTSTANDING
01	337597	\$1250.00	06/06/08	20379	0	BOBBIE ROBERTS	OUTSTANDING
01	337598	\$300.00	06/06/08	20381	0	VESELICA	OUTSTANDING
01	337599	\$450.00	06/06/08	20382	0	AMICI ITALIAN DANCE TROUP	OUTSTANDING
01	337600	\$600.00	06/06/08	20383	0	WEST END JAZZ BAND,LLC	OUTSTANDING
01	337601	\$1200.00	06/06/08	20384	0	JULIAN KILMAN	OUTSTANDING
01	337602	\$400.00	06/06/08	20385	0	JIM DRNEK	OUTSTANDING
01	337603	\$100.00	06/06/08	20386	0	KEVIN FLASZA	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 05/30/08 - 06/06/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	337604	\$1400.00	06/06/08	20387	0	RONALD GRAHAM	OUTSTANDING
01	337605	\$3750.00	06/06/08	20388	0	IDES OF MARCH	OUTSTANDING
01	337606	\$1400.00	06/06/08	20389	0	ANDREW J.WHETSTONE	OUTSTANDING
01	337607	\$3000.00	06/06/08	20390	0	AMERICAN ENGLISH	OUTSTANDING
01	337608	\$3750.00	06/06/08	20391	0	BUCKINGHAM'S MUSIC LTD	OUTSTANDING
01	337609	\$1500.00	06/06/08	20392	0	LONNIE BROOKS	OUTSTANDING
01	337610	\$400.00	06/06/08	20393	0	SOUTH BERWYN EDUCATION FOUNDATION	OUTSTANDING
01	337611	\$1100.00	06/06/08	20395	0	RICKY RICO BAKER	OUTSTANDING
01	337612	\$400.00	06/06/08	30110	0	PAV YMCA IN BERWYN	OUTSTANDING
01	801460	\$25.00	05/30/08	20302	0	ILLINOIS LIQUOR CONTROL COMMISSION	OUTSTANDING
01	801462	\$451.99	05/30/08	20339	0	CAROL SPIES	OUTSTANDING
01	801464	\$300.00	05/30/08	20341	0	JAMES ZAMORA	OUTSTANDING
01	804465	\$200.00	05/30/08	20341	0	JAMES ZAMORA	OUTSTANDING
TOTAL # OF ISSUED CHECKS:			258	TOTAL AMOUNT:		1658528.29	
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF UNISSUED CHECKS:			0				

K-4



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

IIM: (708) 484.Nona (6662)

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

June 5, 2008

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

SUBJECT: Handicap request #549
3727 S. Kenilworth Ave.

Ladies and Gentlemen,

I disagree with the investigating officer's recommendation in the attached Handicap application to deny the request. It would be my recommendation to override the investigating officer and **approve** the request.

Respectfully,

Nona N. Chapman
1st Ward Alderman



We Serve and Protect

BERWYN POLICE DEPARTMENT

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



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

FROM: BERWYN POLICE DEPARTMENT
LOCAL ORINANCE DIVISION

DATE: May 15, 2008

RE: HANDICAPPED SIGN FOR: Emilie J. Certik # 549

2008 MAY 15 AM 10:21

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

3727 S. Kenilworth Ave

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Chapman

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

2008 MAY 15 AM 10:17

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

From: Berwyn Police Department
Local Ordinance Division

Date: 04/02/2008

Application #: 549

Name of Applicant: Emilie J Certik

Address: 3727 S Kenilworth Ave Berwyn, IL 60402

Telephone: '

Nature of Disability: .

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-4290		

Recommendation: APPROVE DENY Reporting Officer: J. Scardina #291

Comments:

Alderman:

Ward:

Berwyn Police Department - Incident Report

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

Incident#: 08-04290

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # / DOT # 08-04290
WHEN REPORTED 04/02/2008 15:55	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3727 S KENILWORTH AV BERWYN, IL 60402		HOW RECEIVED Radio
TIME OF OCCURRENCE 04/02/2008 15:55		STATUS CODE	STATUS DATE

INVOLVED ENTITIES							
NAME CERTIK, EMILIE J		DOB	AGE	ADDRESS 3727 S Kenilworth AV Berwyn, IL 60402			
SEX F	RACE	HGT 5' 0"	WGT	HAIR	EYES	PHONE	
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #	

INVOLVED VEHICLES					
VEH/PLATE #	STATE IL	TYPE		INVOLVEMENT	VIN #
YEAR 1998	MAKE	MODEL	COLOR	COMMENTS	

NARRATIVES	
PRIMARY NARRATIVE	
<p>On 02April08 Assigned went to 3727 S. Kenilworth Avenue in reference to a handicap application. Assigned spoke to Emilie Certik who related the following, in Summary: Emilie suffers from _____ as well as other _____ Emilie stated it would be easier for her friends and family to come and visit her and to take her shopping if she had a handicap sign in front of her residence. When Assigned asked to see Emilie's vehicle, Emilie related that her f_____ was parked in her garage and that this is were she normally kept her vehicle. Emilie did state that she _____ but not a _____</p> <p>Assigned viewed there to be numerous parking spots on the street at the time he was there.</p> <p>It is this officers opinion that this application should be denied as the garage is being used and the sign is being requested for a convenience.</p>	
REPORTING OFFICER SCARDINA, JOHN L	STAR # STOROZYNSKI, PAUL
REVIEWER STOROZYNSKI, PAUL	STAR # 318

Berwyn Police Department - Incident Report

K-5



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

NONA N. CHAPMAN

First Ward Alderman

PH: (708) 484 Nona (6662)

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

June 5, 2008

Mayor Michael A. O'Connor

Members of the Berwyn City Council

Berwyn City Hall

SUBJECT: Handicap request #535
3419 S. Oak Park Ave. Apt #2

Ladies and Gentlemen,

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

Respectfully,

Nona N. Chapman
1st Ward Alderman



We Serve and Protect

BERWYN POLICE DEPARTMENT

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



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

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

DATE: May 14, 2008

**RE: HANDICAPPED SIGN FOR: Jennifer Vegas (for her son Pabon
Joshua Xavier) #535**

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

3419 S. Oak Park Ave, Apt #2

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Nona Chapman

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Local Ordinance Division

Date: 11 NOV 2007

Application #: 535

Name of Applicant: Vegas, Jennifer for her son Pabon, Joshua Xavier

Address: 3419 south Oak Park Ave apt2

Telephone:

Nature of Disability:

2008 MAY 14 PM 1:01

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 07-17239		

Recommendation: APPROVE DENY Reporting Officer: M.RIVERA

Comments:

Alderman:

Ward:

Berwyn Police Department - Incident Report

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

Incident#: 07-17239

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 07-17239
WHEN REPORTED 11/11/2007 10:03	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 3419 S OAK PARK AV #2 BERWYN, IL 60402		HOW RECEIVED On View-Officer
TIME OF OCCURRENCE 11/11/2007 10:03	STATUS CODE (09) Administratively Closed		STATUS DATE 11/11/2007

INVOLVED ENTITIES						
NAME VEGAS, JENNIFER		DOB	AGE	ADDRESS 3419 S OAK PARK AV 2 BERWYN, IL 60402		
SEX F	RACE	HGT 5' 5"	WGT	HAIR	EYES E n	PHONE
UCR 9039 (Other Public Service) - 1 count(s)				TYPE Other		RELATED EVENT #

NAME **Juvenile**		DOB **/**/****	AGE	ADDRESS **Juvenile**		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE **Juvenile**
UCR 9039 (Other Public Service) - 1 count(s)				TYPE Other		RELATED EVENT #

NARRATIVES

PRIMARY NARRATIVE

Application for Handicapped parking sign in front of 3419 south Oak Park Ave apt 2 Berwyn, Ill 60402.

Mr. Joshua Xavier Pabon ; from 3419 south Oak Park Ave suffers from

Mr. Joshua Xavier Pabon is and Mrs. Vegas, Jennifer his mother has a hard time moving him due to his age and problem.

There is a two-car garage on the property but it's not for rent. Mrs. Vegas, Jennifer related that she is not the owner of the apartment building Mrs. Vegas, Jennifer would like a spot in front of the home for parking because it would be easier due to her son's condition and that the garage is not for rent. Parking on the block is also available but very limited due to the Hospital staff and other residence parking on the block to go to the hospital.

Reporting Officer observed twenty vehicles parked on the whole of 3400 south Oak Park Ave. Mr Joshua Xavier Pabon meets the requirements for being handicapped and also meets some of the requirements in the City Ordinance.

On this date Reporting Officer was unable to speak with the owner of the property 3419 south Oak Park Berwyn, Illinois to verify that he did not have any problems with a sign being placed in front of the apartment building if one was assigned. Reporting Officer advised the applicant Mrs. Vegas, Jennifer Reporting Officer would need a letter or speak to the property owner before a sign can be approved.

Reporting Officer feels that this application should be approved.
Application number 535

Nothing furthers this Reporting Officer.

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

Berwyn Police Department - Incident Report

Page 1 of 1



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

Joshua Xavier Pabon
(Name of Handicapped Person)

3419 S. Oak Park Ave.
(Address of Handicapped Person)

Jennifer Vegas
(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.

Jennifer Vegas
(Signature of Applicant)

11-9-07
(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 # 29168 Year 07-08

Regular State Plate #

Handicap State Card # AA-84247

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

May 14, 2008

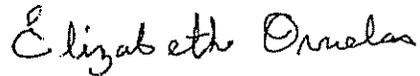
To: Berwyn Police Dept. Traffic Unit

From: Elizabeth Ornelas and Rodrigo Ruiz

Re: Authorization for Parking signs to be installed

This letter is to confirm that we, Elizabeth Ornelas and Rodrigo Ruiz as owners of the property located at 3419 Oakpark Ave. In Berwyn, IL 60402 authorize the city of Berwyn to install the Handicap Parking signs in front of the building. Mrs. Jennifer Vegas has resided in this property for the past 2 years and does not have access to the garage. Please call me if you have any additional questions or concerns at 708-420-6636

Regards,



Elizabeth Ornelas



Rodrigo Ruiz

2008 MAY 15 PM 2:50

Michael A. O'Connor
Mayor



Thomas Day
Fifth Ward Alderman
(708) 484-9092
Tomjdav@sbcglobal.net

A Century of Progress with Pride

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

June 4, 2008

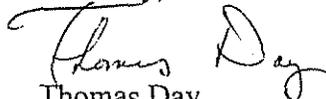
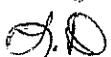
Honorable Mayor Michael A. O'Connor and
Members of the Berwyn City Council

Re: Handicap Request: David J. Montejano, 2310 S. Highland Ave.

Mayor and City Council Members:

I agree with the investigating officer's recommendation, to deny this request for
handicap signs.

Sincerely,


Thomas Day




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: May 26, 2008

RE: HANDICAPPED SIGN FOR: David J. Montejano #556

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

2310 S. Highland Ave

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Tom Day 5th Ward

2008 MAY 27 PM 1:01

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Local Ordinance Division

Date: 05-27-2008

Application #: 556

Name of Applicant: David J Montejano

Address: 2310 S Highland Ave Berwyn, IL 60402

Telephone

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 08-07113		

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

Comments:

Alderman:

Ward:

MAY 27 PM 1:01

Berwyn Police Department - Incident Report

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

Incident#: 08-07113

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Handicapped Application	INCIDENT # / DDT # 08-07113
WHEN REPORTED 05/27/2008 11:19	LOCATION OF OFFENSE (HOUSE NO. STREET NAME) 2310 S HIGHLAND AV BERWYN, IL 60402		HOW RECEIVED
TIME OF OCCURRENCE 05/27/2008 11:19		STATUS CODE	STATUS DATE

INVOLVED ENTITIES							
NAME Montejano, David J		DDB	AGE	ADDRESS			
SEX M	RACE	HGT 5' 7"	WGT	HAIR	EYES	PHONE	
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #	

INVOLVED VEHICLES					
VEH/PLATE #	STATE IL	TYPE r	INVOLVEMENT	VIN #	
YEAR 2002	MAKE	MODEL (unknown)	COLOR	COMMENTS	

Berwyn Police Department - Incident Report

NARRATIVES	
PRIMARY NARRATIVE	
<p>In Summary:</p> <p>On May 07, 2008 A/o received a handicapped application from the Berwyn Police Parking Division. Said application was submitted by a David Montejano who resides at 2310 S Highland Ave Berwyn, IL 60402. Since the above listed date A/o has attempted to contact David Montejano in reference to his application on 4 separate occasions as follows:</p> <p>05-12-2008 2:30 pm Tx 708-299-8288 left mesg / no return call 05-13-2008 11:25 am In person at residence no answer at door 05-15-2008 11:30 am TX 708-299-8288 left mesg / no return call 05-23-2008 2:30 pm Tx 708-299-8288 left mesg / no return call</p> <p>David Montejano has a 6 month temporary handicapped placard issued to him. A/o was unable to ascertain any further information on David Montejano at this time.</p> <p>Due to the above listed reasons A/o feels this application should be terminated at this time due to lack of contact.</p> <p>Nothing further to report at this time.</p>	
REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252
REVIEWER	STAR #



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

DAVID MONTEJANO 2310 S. HIGHLAND
(Name of Handicapped Person) (Address of Handicapped Person)

DAVID MONTEJANO _____
(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.

David Montejano 4-22-08
(Signature of Applicant) (Date)

PHYSICIANS STATEMENT

PLEASE PRINT NATURE OF PATIENT'S HANDICAP

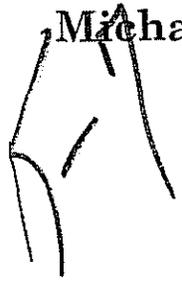
I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (Physically Handicapped Person - Every person who has permanently lost the use of a leg or both legs or an arm or both arms 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).

X _____
(Print - Name of Physician) (Print - Address of Physician)

X _____
(Signature of Physician) (Physicians Phone #) (Date)

Handicapped State Plate # _____ Vehicle Tag # 19957 Year 07-08
Regular State Plate # _____ Handicap State Card # TT 85445

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



Michael A. O'Connor
Mayor



Thomas Day
Fifth Ward Alderman
(708) 484-9092
Tomiday@sbcglobal.net

A Century of Progress with Pride

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

June 6, 2008

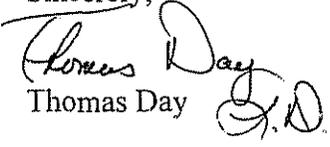
Honorable Mayor Michael A. O'Connor and
Members of the Berwyn City Council

Re: Handicap Request: Roas M. Caraballo, 1407 S. Highland Ave.

Mayor and City Council Members:

I concur with the investigating officer's recommendation, to approve the installation of the handicap signs for the referenced resident.

Sincerely,


Thomas Day



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



2008 JUN -5 AM 11:19

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

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

DATE: June 5, 2008

RE: HANDICAPPED SIGN FOR: Roas M. Caraballo #560

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

1407 S. Highland Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Thomas Day

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Local Ordinance Division

Date: 06/05/2008

Application #: 560

Name of Applicant: Roas M Caraballo

Address: 1407 S Highland Ave Berwyn, IL 60402

Telephone

Nature of Disability:

2008 JUN -5 AM 11:19

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-7582		

Recommendation: APPROVE DENY Reporting Officer: M Schwanderlik #252

Comments:

Alderman:

Ward:

Berwyn Police Department - Incident Report

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

Incident#: 08-07582

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Handicapped Application	INCIDENT # / DDT # 08-07582
WHEN REPORTED 06/05/2008 09:38	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1407 S HIGHLAND AV BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 06/05/2008 09:38		STATUS CODE (09) Administratively Closed	STATUS DATE 06/05/2008

INVOLVED ENTITIES							
NAME CARABALLO, ROSA M		DOB	AGE	ADDRESS 1407 S HIGHLAND AV BERWYN, IL 60402			
SEX F	RACE	HGT 5' 7"	WGT	HAIR	EYES	PHONE	
UCR 9041 (Applicant File) - 0 count(s)				TYPE		RELATED EVENT #	

INVOLVED VEHICLES					
VEH/PLATE #	STATE IL	TYPE		INVOLVEMENT	VIN #
YEAR 2004	MAKE	MODEL	COLOR 1	COMMENTS	

NARRATIVES	
PRIMARY NARRATIVE	
<p>In Summary:</p> <p>Rosa M Caraballo resides at 1407 S Highland Ave Berwyn, IL 60402. Rosa suffers from . Rosa has rented the property for approximately 4 years and produced an owner consent letter from the property owner Magdalena Alvarado granting permission for handicapped signs to be posted in front of the residence.</p> <p>A/o spoke to Rosa who advised that she has trouble walking long distances due to her condition and wants handicapped signs posted in front of her residence because on street parking near her house is not always available. Rosa advised that many residents on her block own numerous vehicles which makes parking difficult in the evenings and over night hours. Ros uses to get around when she leaves the residence.</p> <p>The above listed property is a single family residence with a two car garage in the rear. The garage is not available to Mrs Caraballo at this time because it is currently rented to someone else. There is no off street parking at the address and on street parking is very limited. At the time of this report A/o observed no available on street parking until getting closer to 15th street.</p> <p>For the above listed reasons this officer feels that this application should be approved at this time.</p> <p>Nothing further to report.</p>	
REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252
REVIEWER	STAR #

Berwyn Police Department - Incident Report

May 5-28-08



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

ROSA M. CARABALLO
(Name of Handicapped Person)

14075. HIGHLAND AVE.
(Address of Handicapped Person)

ROSA M. CARABALLO
(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.

Rosa M. Caraballo
(Signature of Applicant)

4-15-08
(Date)

PHYSICIANS STATEMENT
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

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

(Print - Name of Physician)

(Print - Address of Physician)

(Signature of Physician)

(Physicians Phone #) (Date)

Handicapped State Plate # _____

Vehicle Tag # F 2272 Year 07-08

Regular State Plate # _____

Handicap State Card # AD 616 99

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

To whom it may concern

I Magdalena Alvarado am the property owner of 1407 S. Highland Ave. My tenant Rosa Caraballo has informed of her need to have a handicapped parking installed in front of the home she rents from me. I give my consent to the city of Berwyn to install it.

Sincerely,


Magdalena Alvarado

Michael A. O'Connor

Mayor



Michael Phelan

Sixth Ward Alderman

(708) 749-4342

6thward@Berwyn-il.gov

A Century of Progress with Pride

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

June 4, 2008

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

RE: Handicap Sign for Enrique Carlo, 1833 S. Wesley Ave.

Mayor and Members of the City Council,

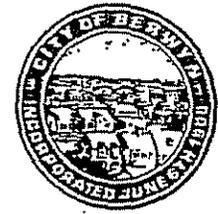
I concur with the recommendations of the investigating officer, to approve the installation of handicap signs for the referenced residence.

Sincerely,

Michael Phelan
6th Ward Alderman



**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: May 14, 2008

RE: HANDICAPPED SIGN FOR: Enrique Carlo #548

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

1833 S. Wesley Ave

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Michael Phelan

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Local Ordinance Division

2008 MAY 14 PM 1:02

Date: 04-15-2008

Application #: 548

Name of Applicant: Enrique Carlo

Address: 1833 S Wesley Ave Berwyn, IL 60402

Telephone: ---

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	---	---
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	---	---
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	---	---
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	---	---
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-4292		

Recommendation: APPROVE DENY Reporting Officer: M Schwanderlik #252

Comments:

Alderman:

Ward:



THE CITY OF BERWYN, ILLINOIS

ORIGINAL SENT TO CITY HALL. 04/02/08

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

ENRIQUE CASTO
(Name of Handicapped Person)

1833 So Wesley
(Address of Handicapped Person)

Enrique L. Casto
(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.

Enrique Casto
(Signature of Applicant)

3-27-05
(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 # W-101047

Vehicle Tag # AE-10379 Year

Regular State Plate #

Handicap State Card # AE 10379

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#: 08-04292

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # / DOT # 08-04292
WHEN REPORTED 04/02/2008 16:11	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1833 S WESLEY AV # BERWYN, IL 60402		HOW RECEIVED Radio
TIME OF OCCURRENCE 04/02/2008 16:11		STATUS CODE	STATUS DATE

INVOLVED ENTITIES

NAME VELEZ, LUZ		DOB	AGE	ADDRESS 1833 S WESLEY AV BERWYN, IL 60402			
SEX F	RACE	HGT	WGT	HAIR	EYES	PHONE	
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #	

NAME Carlo, Enrique		DOB	AGE	ADDRESS			
SEX M	RACE Unknown	HGT	WGT	HAIR	EYES	PHONE	
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #	

INVOLVED VEHICLES

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

Berwyn Police Department - Incident Report

NARRATIVES

PRIMARY NARRATIVE

On 02April08 Assigned went to 1833 S. Wesley Avenue for a handicap application. Upon arrival Assigned spoke with building owner, Luz Velez. Luz Velez stated that the handicap sign applicant by the name of Enrique Carlo does not yet live at said address.

Luz Velez related she was unsure when or if the applicant was even going to move in.

Assigned feels that this application should be terminated at this point. The applicant should re-apply once they take up residency and have the proper proof of same.

REPORTING OFFICER SCARDINA, JOHN	STAR # 291	REVIEWER	STAR #
-------------------------------------	---------------	----------	--------

SUPPLEMENTAL NARRATIVE

This is a follow-up report to 08-04292 (Handicapped Application)

Date 04-15-2008

Assigned Officer: Schwanderlik

In Summary:

On 04-12-2008 A/o met with subject Enrique Carlo at 1833 S Wesley Ave. Subject Enrique related that he just moved into said address and wished to have his handicapped application for signs placed at 1833 S Wesley Ave reviewed at this time. Subject Enrique suffers from

Incident#: 08-04292

deliberator implanted into his chest.

The above address is a three flat building with subject Enrique renting the second floor apartment. The garage at said location is not for rent and he has no access to it. A/o was given verbal consent from the building owner allowing the signs to be posted in front of the building. A/o advised the building owner that a written letter would be needed for the file. A/o observed that subject Enrique walking into the apartment building. Subject Enrique was his vehicle and

Subject Enrique also stated that he when he is outside of his apartment and . On street parking is available but limited and the parking space in front of the building is not always available.

Enrique meets the requirements for being handicapped and also meets the City requirements for the handicapped signs. Subject Enrique provided A/o with a written letter from the building owner granting permission for the signs to be posted.

A/o feels that this application should be approved.

Nothing further to report at this time.

REPORTING OFFICER SCHWANDERLIK, MARK	DATE 04/15/2008	TIME 10:22	SECURE No	JUVENILE
---	--------------------	---------------	--------------	----------

Berrvyn Police Department - Incident Report

4/14/08

To whom it may concern

I, Laz Kekez give permission
to Enrique Carlo to apply for
a handicap permit for the
front of my property at 1833
Westey Berwyn IL

Laz Kekez

Linda L. Degutis

From: Michael Phelan [phelan1816@msn.com]
Sent: Wednesday, June 04, 2008 1:13 PM
To: Linda L. Degutis
Subject: RE: Handicap Applications

Linda,

Yes, I have decided to concur with the investigating officer on both. Sorry I didn't get back to you sooner.

Mike

Subject: Handicap Applications
Date: Wed, 4 Jun 2008 11:56:13 -0500
From: LDegutis@ci.berwyn.il.us
To: 6thward@Berwyn-IL.gov
CC: TPavlik@ci.berwyn.il.us

Alderman Phelan,
I have (2) handicap applications (# 548 & 545) received here and sent to you on May 14, 2008.
Have you reached a decision yet?
Please let me or Tom know if any decision has been made. If you need another copy e-mailed let me know. Thank you for your time and attention

Linda L. Degutis
Deputy Clerk
The City of Berwyn
(708)788-2660 ex 237

Michael A. O'Connor

Mayor



Michael Phelan

Sixth Ward Alderman

(708) 749-4342

6thward@Berwyn-il.gov

A Century of Progress with Pride

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

June 4, 2008

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

RE: Handicap Sign for Thomas J. Butler, 2131 S. Oak Park

Mayor and Members of the City Council,

I concur with the investigating officer's recommendation and **DENY** the erection of
handicap signs for the attached.

Sincerely,

Michael Phelan
6th Ward Alderman



We Serve and Protect

BERWYN POLICE DEPARTMENT



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

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

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

DATE: May 14, 2008

RE: HANDICAPPED SIGN FOR: Thomas J. Butler #545

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

2131 S. Oak Park, IL

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Michael Phelan

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Local Ordinance Division

Date: 03-12-2008

Application #: 545

Name of Applicant: Thomas J Butler

Address: 2131 S Oak Park Ave Berwyn, IL 60402

Telephone:

Nature of Disability:

2008 MAY 14 PM 1:02

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 08-03387		

Recommendation: APPROVE DENY Reporting Officer: Schwanderlik #252

Comments:

Alderman:

Ward:

Berwyn Police Department - Incident Report

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

Incident#: 08-03387

Berwyn Police Department - Incident Report

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Applicant File	INCIDENT # / DOT # 08-03387
WHEN REPORTED 03/12/2008 18:12	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2131 OAK PARK AV BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 03/12/2008 18:12	STATUS CDDE		STATUS DATE 03/12/2008

INVOLVED ENTITIES						
NAME	DDB	AGE	ADDRESS			
BUTLER, THOMAS J			2131 S OAK PARK AV K1 BERWYN, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
M	1	5' 11"		Unknown	Unknown	
UCR	TYPE			RELATED EVENT #		
9039 (Other Public Service) - 0 count(s)	Other					

NARRATIVES

PRIMARY NARRATIVE

Application for handicapped parking sign in front of 2131 S Oak Park Ave Berwyn, IL 60402.

Mr. Thomas J Butler has

Mr. Butler submitted an affidavit for handicapped parking on or about 01-14-2008. It was learned that subject Butlers vehicle is registered to 3915 S Joliet Ave Lyons, IL 60534.

Mr. Butler was contacted on three separate occasions and advised that he needs to notify the Secretary of States Office of his new address on his vehicle registration to qualify for the handicapped sign placement.

Officer M. Rivera #255 spoke to subject Butler via TX on 01-31-2008 and again on 02-22-2008 advising him of the above requirement.

Reporting officer spoke to subject Butler on 03-12-2008 via TX at which time he advised A/o that he has not had time to go to the Secretary of States Office yet.

Reporting Officer feels that this application should be denied due to the subject not meeting the requirements of the city ordinance.

Application #545

Nothing further from reporting officer.

REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
---	---------------	----------	--------



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

THOMAS J. BUTLER
(Name of Handicapped Person)

2131 S. OAK PK AVE
(Address of Handicapped Person)

THOMAS J. BUTLER
(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.

T. J. Butler
(Signature of Applicant)

1-9-8
(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 # N/A

Vehicle Tag # Year

Regular State Plate #

Handicap State Card # AF 34707

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

1-31-08 - via TX spoke need to call off with S.O.S
2-2-08 " " " " " " " " " "
2-12-08 TX spoke to Butler - did not have a chance to get to S.O.S

K-10 Berwyn City Council

June 4, 2008

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

Regarding: Handicap Sign
1228 S. Home Ave

Ladies and Gentlemen:

I hereby concur with the Investigating Officer's recommendation to APPROVE the attached Handicap application.

Respectfully yours,

Joel Erickson
8th Ward Alderman



We Serve and Protect

BERWYN POLICE DEPARTMENT

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



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

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

DATE: May 14, 2008

RE: HANDICAPPED SIGN FOR: Mary Ann Bailey #553

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

1228 S. Home Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Joel Erickson

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

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

From: Berwyn Police Department
Local Ordinance Division

Date: 05-05-2008

Application #: 553

Name of Applicant: Mary Ann Bailey

Address: 1228 S Home Ave Berwyn, IL 60402

Telephone: 708-661-0000

2008 MAY 14 PM 1:02

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-06028		

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

Comments:

Alderman:

Ward:

Berwyn Police Department - Incident Report

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

Incident#: 08-06028

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Assist Citizen	INCIDENT # / DOT # 08-06028
WHEN REPORTED 05/05/2008 10:53	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1228 S HOME AV BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 05/05/2008 10:53		STATUS CODE	STATUS DATE

INVOLVED ENTITIES						
NAME BAILEY, MARY A		DOB	AGE	ADDRESS 1228 S HOME AV BERWYN, IL 60402		
SEX F	RACE	HGT 5' 5"	WGT	HAIR	EYES	PHONE
UCR 9041 (Applicant File) - 0 count(s)				TYPE		RELATED EVENT #

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

Berwyn Police Department - Incident Report

NARRATIVES			
PRIMARY NARRATIVE			
<p>In Summary:</p> <p>Mary Ann Bailey resides at 1228 S Home Ave and suffers from , Mary Ann use</p> <p>The above listed address is a single family residence. There is a two car garage that is located in the rear of the residence. Mary Ann related that it is hard for her getting in and out of the garage with Mary Ann can walk a very short distance There is on street parking on this block that was very limited due to a mix of single family homes and three flat apartment buildings on the block. Mrs. Bailey wants signs placed in front of her residence to allow her easier access in and out of her vehicle when she has to leave the house for Mrs. Bailey further advised that her husband is currently recovering from hip surgery. Mrs. Bailey owns the residence and has all the necessary paperwork reference this application.</p> <p>Mrs. Bailey meets the requirements for being handicapped and also meets the requirements listed in the city ordinance.</p> <p>A/o feels that this application should be approved at this time.</p> <p>Nothing further to report.</p>			
REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #

JB



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

MARY ANN BAILEY
(Name of Handicapped Person)

1228 So. HOME AVE
(Address of Handicapped Person)

MARY ANN BAILEY
(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.

Mary Ann Bailey
(Signature of Applicant)

4/15/08
(Date)

PHYSICIANS STATEMENT
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

4/15/08
[Signature]

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)
Oak Park, IL 60304

(Signature of Physician)

(Physicians Phone #) (Date)

Handicapped State Plate # _____

Vehicle Tag # 36624 Year 2007

Regular State Plate # 621

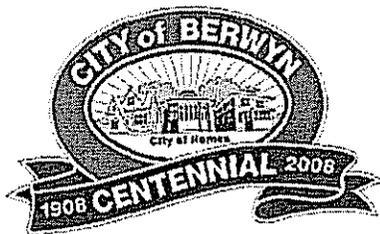
Handicap State Card # AA44108

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

[Handwritten notes and signatures]
File copy sent w/ pt. (10)

K-11

Michael A. O'Connor
Mayor



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

A Century of Progress with Pride

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

June 4, 2008

Mayor O'Connor and
Members of the Berwyn City Council

Regarding: American Music Festival
July 2,3,4 and 5, 2008

Ladies and Gentlemen:

The world famous Fitzgerald's, the pride of the 8th Ward, is celebrating their 28th Annual American Music Festival July 2nd, 3rd, 4th and 5th and has asked permission to install the necessary tenting and equipment necessary to operate the event. Mr. Fitzgerald has also requested the closure of Clarence Avenue from the alley to Roosevelt Road for uses relating to the event. Mr. Fitzgerald understands that this portion of Clarence Avenue will be designed in a manner as to not obstruct traffic in and out of the strip mall immediately west of Clarence Avenue on Roosevelt.

I further request that the Public Works Department contact Mr. Fitzgerald immediately for the purpose of arranging a meeting to work with Mr. Fitzgerald in designing a safe and comfortable area for the festivities on Clarence Avenue from the alley to Roosevelt Road.

I move that all requests and permissions be granted.

Respectfully yours,

Joel Erickson

K-12

Michael A. O'Connor
Mayor



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

A Century of Progress with Pride

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

June 4, 2008

Mayor O'Connor and
Members of the Berwyn City Council

Regarding: Grand Opening Celebration
June 14, 2008

Ladies and Gentlemen:

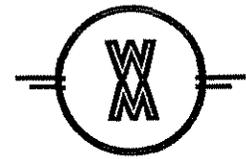
I have discussed the attached request with Mr. Currie, owner of the Westside Multimedia and Gallery and move that the request be approved for the festivities to take place on June 14, 2008 between 12 noon and 6pm or on June 21, 2008 between 12 noon and 6pm.

Due to questions relating to the delivery of a brochure order, the applicant would like the option of choosing June 21st rather than June 14th in the event the brochure order does not arrive in time to make the June 14th date feasible.

The applicant agrees that he will contact Alderman Erickson and the Mayor's office to advise as to which date will best suit his needs. Thereafter the Public Works Department will be asked to contact the applicant immediately for the purpose of arranging a meeting to work with Mr. Currie in designing a safe and comfortable area for the festivities in the Wenonah Avenue Cul du Sac.

Respectfully yours,

Joel Erickson



June 2, 2008

City of Berwyn Illinois
6700 W. 26th St.
Berwyn, IL 60402

RE: Request for Grand Opening Celebration / Street Closure

Dear City of Berwyn,

Hello. My name is James Currie. I am the owner/operator of a new business here in Berwyn called, Westside Multimedia & Gallery. We're located at 7023 Roosevelt Rd on the corner of Roosevelt and Wenonah.

Westside Multimedia & Gallery is a production studio and art gallery. We specialize in photography, video productions, web creations and graphic designs. Our slogan is, "Your one stop media shop". We can do it all. We're like the Wal-Mart of the industry. Everything under one roof for amazing prices. We also showcase local artists in our gallery. The gallery will display everything from drawings to paintings to sculptures and ceramics. It's truly a new business to the area. One we feel strongly about. The support has been overwhelming. We're completing the circle of Oak Park's artist community.

I would like to ask permission to have a street party grand opening for my business. The street to the west of us is a dead end street. There is no through traffic. Just parking for residents after 9PM and standard street parking during the day. There is no business on the other side of the street from me. I am the only business on this short street.

I would like to do this on Saturday June 14th from 12PM-6PM. If this date is not available or acceptable, my alternate choice would be Saturday June 21st, 2008.

For this event, I would like to have music, simple food and drinks, artists and a general open door for my business. I want to welcome in the surrounding community and hope they would feel the same.

Please let me know what it would take to make this possible. I would like to run ads in the paper and make/pass out flyers prior to this date.

Thank you for your time and consideration.

Sincerely,

James Currie, Owner



Frank Novotny & Associates, Inc.

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

May 29, 2008

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

Re: **2008 Alley Improvements**

Dear Pat:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 8:00 p.m. on May 27, 2008. Five (5) bids were received and found to be correct. The low bidder was Kings Point General Cement, submitting a bid in the amount of \$882,250.50, which was \$172,241.50 (16.33%) below the Engineer's Estimate of \$1,054,492.00.

Kings Point General Cement has performed well for the City on past projects. Therefore, we concur with the Council's recommendation to award the Contract to Kings Point General Cement, Inc., 920 County Line Road, Bensenville, IL 60106, in the amount of \$882,250.50.

We have proceeded with the preparation of the Contract Documents and shall expedite execution of same.

Please call if you have any questions regarding this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure
cc: File No. 06360

TABULATION OF BIDS

OWNER: CITY OF BERWYN
 PROJECT DESCRIPTION: 2008 ALLEY IMPROVEMENTS

PROJECT NO: 06360

BID OPENING: May 27, 2008 @ 8:00 p.m.

A. Lamp Concrete

Item No	Description	Unit	Quantity	Engineers Estimate		Kings Point General Cement Contractors, Inc. 920 County Line Road Bensenville, IL 60106 5% Bid Bond		Schroeder & Schroeder 7306 Central Park Schaumburg, IL 60193 5% Bid Bond		Trigg Construction P.O. Box 235 West Chicago, IL 60186 5% Bid Bond		G&M Cement Construction 58 W. Commercial Road Addison, IL 60101 5% Bid Bond		Unit Price	Amount		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				
40	Traffic Control and Protection	LS		10,000.00	10,000.00	15,000.00	15,000.00	25,000.00	25,000.00	0,500.00	6,500.00	25,000.00	25,000.00	27,000.00	27,000.00		
41	Insurance Provisions - Complete	LS		6,000.00	6,000.00	3,500.00	3,500.00	12,500.00	12,500.00	4,500.00	4,500.00	2,500.00	2,500.00	2,000.00	2,000.00		
Totals:					1,054,492.00		882,250.50		963,530.60		977,772.45		984,300.25		1,078,566.40		
Bid Error Corrections:																	
Corrected Totals ---							882,250.50		963,530.60		977,772.45		984,300.25		1,078,566.40		
Over / Under ----							-172,241.50		-60,961.40		-70,719.55		-70,111.75		24,074.40		
Percent ----							-16.33%		-6.63%		-7.20%		-6.95%		2.28%		

OWNER: CITY OF BERWYN
 PROJECT DESCRIPTION: 2008 ALLEY IMPROVEMENTS

PROJECT NO : 06360

BID OPENING: May 27, 2008 @ 8:00 p.m.

A. Lamp Concrete

Item No	Description	Unit	Quantity	Engineers Estimate		Kings Point General Cement Contractors, Inc. 920 County Line Road Bensenville, IL 60106 5% Bid Bond		Contractors, Inc. 800 W. Irving Park Road Schaumburg, IL 60193 5% Bid Bond		Schroeder & Schroeder 7305 Central Park Skokie, IL 60076 5% Bid Bond		Trigg Construction P.O. Box 235 West Chicago, IL 60186 5% Bid Bond		G&M Cement Construction 58 W. Commercial Road Addison, IL 60101 5% Bid Bond		Unit Price	Amount
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Earth Excavation	CY	1850	35 00	64,750 00	35 00	64,750 00	33 00	61,050 00	22 00	40,700 00	40 00	74,000 00	36 75	67,987 50		
2	Porous Granular Embankment	CY	100	40 00	4,000 00	50 00	5,000 00	30 00	3,000 00	25 00	2,500 00	50 00	5,000 00	65 00	6,500 00		
3	Trench Backfill Compacted	CY	177	32 00	5,664 00	36 00	6,108 00	32 00	5,664 00	37 00	6,549 00	10 00	1,770 00	17 00	3,009 00		
4	Porous Granular Backfill	CY	50	40 00	2,000 00	35 00	1,750 00	30 00	1,500 00	22 00	1,100 00	10 00	500 00	60 00	3,000 00		
5	Pavement Removal	SY	0484	17 00	8,228 00	10 00	4,840 00	11 00	5,324 00	9 00	4,356 00	10 50	5,078 50	14 25	6,987 00		
6	Driveway Pavement Removal	SY	745	15 00	11,175 00	10 00	7,450 00	10 00	7,450 00	6 00	4,470 00	11 00	8,195 00	14 25	10,612 50		
7	P.C. Concrete Driveway Pavement 7"	SY	756	38 00	28,728 00	45 00	34,020 00	40 00	30,240 00	42 00	31,752 00	42 50	32,139 00	39 65	30,079 40		
8	P.C. Concrete Alley Pavement 8"	SY	0637	38 00	24,206 00	32 00	20,384 00	42 00	26,556 00	50 00	31,850 00	40 00	25,480 00	42 75	27,180 75		
9	P.C. Concrete Pavement 8"	SY	324	38 00	12,312 00	45 00	14,604 00	45 00	14,604 00	48 00	15,552 00	45 00	14,625 00	42 75	13,851 00		
10	Pavement Replacement - Surface Course 3"	SY	81	45 00	3,645 00	27 00	2,187 00	30 00	2,430 00	34 00	2,754 00	50 00	4,050 00	40 00	3,240 00		
11	Pavement Removal and Replacement 8" P.C. Concrete Base and 3" Hot-Mix Asphalt Surface	SY	7	100 00	700 00	100 00	700 00	150 00	1,050 00	125 00	875 00	125 00	875 00	170 00	1,190 00		
12	Curing Membrane and Protective Coat	SY	12321	1 50	18,481 50	1 50	18,481 50	0 70	8,624 70	1 00	12,321 00	0 75	9,240 75	1 15	14,169 15		
13	Sodding	SY	334	10 00	3,340 00	10 00	3,340 00	0 00	2,672 00	0 00	2,672 00	20 00	6,680 00	10 00	3,340 00		
14	Seeding, Special	SY	559	7 00	3,913 00	7 00	3,913 00	4 00	2,236 00	5 00	2,795 00	10 00	5,590 00	6 00	3,354 00		
15	Topsoil, Finish and Place 4"	SY	695	7 00	4,865 00	7 00	4,865 00	2 00	1,390 00	3 00	2,085 00	5 00	3,475 00	6 00	4,170 00		
16	Combination Curb and Gutter Removal	FOOT	048	8 00	3,840 00	5 00	2,400 00	4 00	1,920 00	2 00	960 00	5 00	2,400 00	4 50	2,160 00		
17	Combination Concrete Curb and Gutter Type B-6 12"	FOOT	703	18 00	12,654 00	14 00	9,842 00	18 00	12,654 00	13 00	9,139 00	15 00	10,545 00	19 25	13,537 50		
18	Concrete Curb, Type B, Special	FOOT	172	17 00	2,924 00	15 00	2,580 00	25 00	4,300 00	10 00	1,720 00	15 00	2,580 00	25 00	4,300 00		
19	P.C. Concrete Garage Alley Ramps	FOOT	645	15 00	9,675 00	10 00	6,450 00	8 00	5,160 00	5 00	3,225 00	10 00	6,450 00	9 50	6,127 50		
20	Storm Sewers, Type 2 (PVC SDR 26), 10"	FOOT	421	50 00	21,050 00	42 00	17,682 00	45 00	18,845 00	72 00	30,312 00	40 00	16,840 00	52 00	21,892 00		
21	Storm Sewers, Type 2 (PVC SDR 26), 0"	FOOT	216	50 00	10,800 00	40 00	8,640 00	44 00	9,504 00	70 00	15,120 00	30 00	6,480 00	40 00	8,640 00		
22	Sidewalk Removal	SF	0454	2 00	9,080 00	1 00	4,540 00	1 15	5,221 00	0 50	2,272 00	1 00	4,540 00	1 30	5,902 00		
23	P.C. Concrete Sidewalk 5"	SF	13553	4 50	60,988 50	3 00	40,659 00	3 60	48,790 00	3 65	49,468 45	4 50	60,988 50	4 30	58,277 00		
24	P.C. Concrete Sidewalk 5" Special	SF	200	6 00	1,200 00	0 00	0 00	8 00	1,600 00	6 50	1,300 00	7 50	1,500 00	12 00	2,400 00		
25	Dateable Warnings	SF	192	20 00	3,840 00	30 00	5,760 00	12 00	2,304 00	10 00	1,920 00	20 00	3,840 00	30 00	5,760 00		
26	Incidental Hot-Mix Asphalt Surfacing	TON	141	250 00	35,250 00	125 00	17,625 00	125 00	17,625 00	125 00	17,625 00	225 00	31,725 00	220 00	31,020 00		
27	Aggregate Base Course, Type B	TON	1121	25 00	28,025 00	25 00	28,025 00	24 00	27,144 00	13 00	14,703 00	20 00	22,620 00	17 00	19,027 00		
28	Coarse Aggregate Grade CA-6	TON	300	25 00	7,500 00	30 00	9,000 00	24 00	7,200 00	13 00	3,900 00	20 00	6,000 00	17 00	5,100 00		
29	Catch Basins Type C	EACH	18	2,000 00	36,000 00	2,500 00	45,000 00	1,300 00	23,400 00	2,000 00	36,000 00	1,500 00	27,000 00	1,650 00	29,700 00		
30	Manholes, Type A 4 Dia	EACH	0	3,500 00	0 00	3,000 00	24,000 00	2,000 00	10,000 00	4,600 00	16,720 00	4,750 00	17,250 00	5,500 00	19,500 00		
31	Yard Drains 8"	EACH	6	500 00	3,000 00	600 00	3,600 00	450 00	2,700 00	1,000 00	6,000 00	300 00	1,800 00	400 00	2,400 00		
32	Manholes to be Adjusted	EACH	41	250 00	10,250 00	200 00	8,200 00	350 00	14,350 00	225 00	9,225 00	250 00	10,250 00	330 00	13,530 00		
33	Connection to Existing Manhole, 10"	EACH	9	500 00	4,500 00	1,000 00	9,000 00	500 00	4,500 00	2,750 00	24,750 00	450 00	4,050 00	600 00	5,400 00		
34	Removing Inlets	EACH	2	200 00	400 00	200 00	400 00	165 00	330 00	500 00	1,000 00	200 00	400 00	250 00	500 00		
35	Gas Boxes to be Adjusted	EACH	9	200 00	1,800 00	100 00	900 00	100 00	900 00	100 00	900 00	200 00	1,800 00	1,000 00	9,000 00		
36	Wheel Steps to be Removed and Reset	EACH	13	50 00	650 00	100 00	1,300 00	125 00	1,625 00	75 00	975 00	100 00	1,000 00	200 00	2,000 00		
37	Guard Posts	EACH	0	500 00	0 00	500 00	3,000 00	600 00	3,000 00	400 00	2,000 00	200 00	1,000 00	200 00	1,000 00		
38	Engineer's Field Office, Type A	CAL MC	7	1,600 00	11,200 00	2,000 00	14,000 00	1,000 00	7,000 00	1,350 00	9,450 00	2,500 00	17,500 00	2,700 00	18,900 00		
39	Construction Layout	L.S.	1	30,000 00	30,000 00	25,000 00	25,000 00	25,000 00	25,000 00	14,750 00	14,750 00	17,500 00	17,500 00	15,000 00	15,000 00		
Sub-Totals:					1,038,492 00		851,760 50		926,030 00		966,772 45		956,080 25		1,049,566 40		
Bid Error Corrections:																	
Corrected Totals ---																	
Over / Under ----																	
Percent ----																	



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 857-8640 ♦ Fax: (630) 857-0192

*Civil Engineers
Municipal Consultants*

May 29, 2008

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

Re: **Cermak Road Median Improvements**

Dear Pat:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 8:00 p.m. on May 27, 2008. One (1) bid was received and found to be correct. Martam Construction submitted a bid in the amount of \$1,037,115.00, which was \$2,715.00 (0.26%) above the Engineer's Estimate of \$1,034,400.00.

Martam Construction has been prequalified by IDOT to perform this type of work, and performed well for the City on a past project. Therefore, we concur with the Council's recommendation to award the Contract to **Martam Construction, 1200 Gasket Drive, Elgin, IL. 60120**, in the amount of **\$1,037,115.00**.

We have proceeded with the preparation of the Contract Documents and shall expedite execution of same.

Please call if you have any questions regarding this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure
cc: File No. 07092

TABULATION OF BIDS

OWNER: CITY OF BERWYN
 PROJECT DESCRIPTION: 22ND STREET (CERMAK ROAD) MEDIAN IMPROVEMENTS

PROJECT NO : 07052

BID OPENING: May 27, 2008 @ 8:00 p.m.

Item No	Description	Unit	Quantity	Engineers Estimate		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120 5% Bid Bond		Unit Price	Amount
				Unit Price	Amount	Unit Price	Amount		
1	Sub-Base Granular Material, Type B	C.Y.	750	35.00	26,250.00	48.00	36,000.00		
2	Median Removal	S.F.	25200	3.00	75,600.00	2.50	63,000.00		
3	Mobilization	L.S.	1	50,000.00	50,000.00	50,000.00	50,000.00		
4	Water Service Line, 1" (Pushed)	FOOT	480	60.00	28,800.00	55.00	26,400.00		
5	Corporation Stops, 1"	EACH	6	600.00	3,600.00	2,500.00	15,000.00		
6	Domestic Water Service Boxes	EACH	6	400.00	2,400.00	450.00	2,700.00		
7	Traffic Control and Protection	L.S.	1	50,000.00	50,000.00	75,000.00	75,000.00		
8	Electric Cable in Conduit, 600V (XLP Type Use) 3-1/C #6 and 1/C #6 Ground	FOOT	750	2.00	1,500.00	9.00	6,750.00		
9	Remove Electric Cable from Conduit	FOOT	3000	1.00	3,000.00	1.00	3,000.00		
10	Construction Layout	L.S.	1	10,000.00	10,000.00	12,000.00	12,000.00		
11	Record Drawings	L.S.	1	10,000.00	10,000.00	3,500.00	3,500.00		
12	Remove Block Planter	L.S.	1	5,000.00	5,000.00	3,500.00	3,500.00		
13	Relocate City Identification Sign	EACH	2	4,000.00	8,000.00	1,200.00	2,400.00		
14	Precast Concrete Wall with Tile	L.F.	2000	100.00	200,000.00	118.00	236,000.00		
15	Concrete Grade Beam	L.F.	2000	30.00	60,000.00	27.00	54,000.00		
16	Stamped Colored Portland Cement Concrete Median Surface, 4" (Special)	S.F.	17000	16.00	272,000.00	0.50	8,500.00		
17	Rebuild Existing Handhole	EACH	17	1,200.00	20,400.00	1,800.00	30,600.00		
18	Modify Existing Concrete Foundation	EACH	4	1,000.00	4,000.00	2,000.00	8,000.00		
19	Maintenance of Existing Lighting	EACH	3	1,500.00	4,500.00	1,500.00	4,500.00		
20	Preparing Median Planter	S.Y.	600	90.00	54,000.00	148.00	88,800.00		
21	Irrigation System, Complete	L.S.	1	80,000.00	80,000.00	68,000.00	68,000.00		
22	Pyrus CA, 'Cleveland Select', J" Caliper	EACH	11	650.00	7,150.00	600.00	6,600.00		
23	Tilia Cordata 'Greenspire', J" Caliper	EACH	15	650.00	9,750.00	650.00	9,750.00		
24	Trees and Perennials/Groundcover	EACH	2355	20.00	47,100.00	17.00	40,035.00		
Totals:					1,034,400.00		1,037,115.00		
Bid Error Corrections:									
Corrected Totals ---							1,037,115.00		
Over / Under -----							2,715.00		
Percent -----							0.26%		



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-6640 ♦ Fax: (630) 887-0132

*Civil Engineers
Municipal Consultants*

May 29, 2008

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

Re: **State Route Pavement Maintenance**

Dear Pat:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 8:00 p.m. on May 27, 2008. Two (2) bids were received and found to be correct. The low bidder was Central Blacktop Company, Inc., submitting a bid in the amount of \$110,370.00, which was \$13,045.00 (13.40%) above the Engineer's Estimate of \$97,325.00.

Central Blacktop Company has performed well for the City on past projects. Therefore, we concur with the Council's recommendation to award the Contract to Central Blacktop Company, Inc., P.O. Box 2080, LaGrange, IL. 60525, in the amount of \$110,370.00.

We have proceeded with the preparation of the Contract Documents and shall expedite execution of same.

Please call if you have any questions regarding this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure
cc: File No. 08131

OWNER: CITY OF BERWYN
 PROJECT DESCRIPTION: STATE ROUTE PAVEMENT MAINTENANCE

PROJECT NO : 08131

BID OPENING: May 27, 2008 @ 8:00 p.m.

				Engineers Estimate		Central Blacktop Co., inc P.O. Box 2080 LaGrange, IL 60525 5% Bid Bond		Crowley-Sheppard Asphalt 6525 W. 99th Street Chicago Ridge, IL 60415 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Pavement Removal and Replacement, 8" P.C. Concrete Base and 3" Hot-Mix Asphalt Surface	S.Y.	130	100.00	13,000.00	120.00	15,600.00	150.00	19,500.00
2	Pavement Replacement - Surface Course, 3"	S.Y.	500	25.00	12,500.00	31.75	15,875.00	32.50	16,250.00
3	Pavement Replacement - Surface Course, 2"	S.Y.	2800	17.00	47,600.00	21.15	59,220.00	21.50	60,200.00
4	Trench Backfill	C.Y.	15	35.00	525.00	35.00	525.00	50.00	750.00
5	Detector Loop, Type 1	FOOT	100	30.00	3,000.00	21.00	2,100.00	25.00	2,500.00
6	Thermoplastic Pavement Marking - Line, 4"	FOOT	1850	2.00	3,700.00	2.50	4,625.00	3.00	5,550.00
7	Manholes to be Adjusted	EACH	4	500.00	2,000.00	700.00	2,800.00	500.00	2,000.00
8	Manholes to be Reconstructed	EACH	3	1,500.00	4,500.00	1,700.00	5,100.00	2,500.00	7,500.00
9	Traffic Control and Protection	LSUM	1	8,500.00	8,500.00	2,000.00	2,000.00	3,500.00	3,500.00
10	Insurance Provisions - Complete	LSUM	1	2,000.00	2,000.00	2,525.00	2,525.00	2,000.00	2,000.00
Totals:					87,325.00		110,370.00		119,750.00
Bid Error Corrections:									
Corrected Totals ---							110,370.00		119,750.00
Over / Under ----							13,045.00		22,425.00
Percent ----							13.40%		23.04%

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

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

June 5, 2008

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 May, 2008, 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 MAY, 2008 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Sunny Days Kids Academy (new owner)	6227 Roosevelt Road	Edward Berez	Day Care Center (708) 484-0230
Miska's (new owners)	6515 W. Cermak Road	Riad Eid & Akram Abdelquader	Grocery & Alcoholic Liquor Dealer 749-1400
Salinas Heating & A/C	6925 W. Ogden Avenue	Albino Salinas & Victor Lua	Contractor's Business Office (866) 748-2248
Millennium Cutz 2	2144 S. Oak Park Avenue	Daniel Ridriguez	Barber Shop (708) 484-2244
World Equity Group	3239 S. Grove Avenue, #203	Preston D. Runyan	Financial Services (708) 437-4092
Diana Castanada-Torres Insurance Agency	2929 S. Harlem Avenue	Diana L. Castanada-Torres	Insurance Office (708) 484-9312

BERWYN BUSINESSES - LICENSED IN MAY, 2008 (PHONE USE ONLY)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Lagos Construction	1230 S. East Avenue	Fredy Sanchez	Contractor (General)
Oak Park Handyman Serv	3645 S. Oak Park Avenue	Angel Castillo	Contractor (Handyman)
Alcan Heating & Air Cond.	3719 S. Grove Avenue	Robert Alcantara	Contractor (HVAC)
Joseph Bartosz	3121 S. Home Avenue	Joseph Bartosz	Contractor (Landscaping/Tree Serv)
F. J. Windows & Siding	1639 S. Maple Avenue	Francisco Jimenez	Contractor (General)

**BUSINESS LICENSES ISSUED FOR MAY, 2008
OUT OF TOWN CONTRACTORS**

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Ace Acoustics, Inc.	4N740 Country Club, West Chicago	Ace Acoustics, Inc.	Contractor (Carpentry)
P. K. Electric	911 Haven, Arlington Hgts	P. K. Electric Enterprises	Contractor (Electric)
Safe Electrical Service	7156 127th, Palos Heights	Safe Electrical Service	Contractor (Electric)
T. E. D. Electric	633 LaGrange, LaGrange	Byed, Inc.	Contractor (Electric)
DEM Services, Inc.	2602 VanBuren, Bellwood	DEM Services, Inc.	Contractor (Environmental)
Lucca Construction	8735 Ogden, Lyons	Bray Wright	Contractor (General)
McGowan Construction	1551 Suffolk, Westchester	Vincent J. McGowan	Contractor (General)
Ostrander Construction	2001 Butterfield, Downers Grove	Ostrander Construction, Inc.	Contractor (General)
Reliable Building Maint.	8032 82nd, Justice	Reliable Building Maintenance	Contractor (General)
Alpha HVAC	5576 Lynch, Chicago	Alpha HVAC, Inc.	Contractor (HVAC)
DePasquale Steel Erectors	8196 Cass, Darien	DePasquale Steel Erectors, Inc.	Contractor (Iron Works Structural)
Benny's Landscaping Serv	6N417 Thorn, Roselle	Benny's Landscaping Serv., Inc.	Contractor (Landscaping/Tree Service)
Yuritzky Landscaping	2222 18th Ave., No. Riverside	Yuritzky Landscaping, Inc.	Contractor (Landscaping/Tree Service)
Magnum Masonry & Const	9 Egg Harbour, Schaumburg	Magnum Masonry & Constr., Inc	Contractor (Masonry)
Pelican Masonry	1448 Norfolk, Westchester	Michael Aboul	Contractor (Masonry)
J & R 1st in Asphalt	7659 98th, Hickory Hills	J & R 1st in Asphalt, Inc.	Contractor (Paving/Sealcoat/Asphalt)
Arlington Plumbing, Inc.	908 Fernandez, Arlington Hgts	Arlington Plumbing, Inc.	Contractor (Plumbing)
Al Wilczak Roofing & Sidng	9240 Washington, Brookfield	Al Wilczak Roofing & Siding, Inc.	Contractor (Roofing)
South Water Signs, LLC	922 Oaklawn, Elmhurst	South Water Signs, LLC	Contractor (Sign Hanger)

Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Alpha C.N.C. Group, Inc.</i> 1330 S. Home Avenue Berwyn IL 60402		4/15/2008	(630) 514-7368	10251
<i>Aquapura, Inc.</i> 6616 W. Cermak Road Berwyn IL 60402	<i>Suite E</i>	5/30/2008	(708) 749-7962	10355
<i>Bodhi Thai Bistro</i> 6211 W. Roosevelt Road Berwyn IL 60402		9/13/2007		9936
<i>C. F. Wood, LLC</i> 3208 S. Grove Avenue Berwyn IL 60402		11/7/2007	(708) 484-9510	10051
<i>Campos Auto Wholesalers</i> 3134 S. Highland Avenue Berwyn IL 60402		2/20/2008	(708) 743-4295	10151
<i>Dos Hermanos Food Service</i> 2532 S. Grove Avenue Berwyn IL 60402		2/28/2008	(708) 749-1870	10172
<i>Dynamic Wireless</i> 6322 W. Cermak Road Berwyn IL 60402		5/5/2008	(708)	10310
<i>Forever Haunted Tattoo</i> 6409 W. 16th Street Berwyn IL 60402		5/2/2008	(708)	10304
<i>Four R Entertainment</i> 3341 S. Highland Avenue Berwyn IL 60402		9/7/2007	(708) 484-4275	9926
<i>Golden Homes Real Estate, Inc.</i> 6705 W. 26th Street Berwyn IL 60402		5/7/2008	(708)	10319
<i>HDZ Drafting Consusltants</i> 2125 S. Cuyler Avenue Berwyn IL 60402		3/7/2008	(708) 945-2332	10181
<i>La Media Cancha</i> 7003 W. 16th Street Berwyn IL 60402		3/28/2008	(708) 788-1208	10222
<i>La Z de Oro</i> 6241 W. Cermak Road Berwyn IL 60402		5/30/2008	(708) 788-7602	10357
<i>Lion's Tae Kwon Do</i> 6811 W. Roosevelt Road Berwyn IL 60402		4/15/2008	(708) 484-7555	10252
<i>Los 2 Panchos Lounge</i> 6207 W. Roosevelt Road Berwyn IL 60402		4/9/2008	(708)	10241
<i>Paris Perfume Outlet, Inc.</i> 6218 W. Cermak Road Berwyn IL 60402		12/13/2007	(708)	10096
<i>Plaza Photography</i> 6920 W. Cermak Road Berwyn IL 60402		4/22/2008	(708)	10273
<i>Stephen J. Grud, DDS., M.S., LTD.</i> 7024-26 W. Cermak Road Berwyn IL 60402		3/25/2008	(708) 484-7453	10215
<i>The Flamingo Café</i> 6401 W. 16th Street Berwyn IL 60402		5/13/2008	(708)	10324
<i>Verimerge</i> 7003 W. Roosevelt Road Berwyn IL 60402		12/13/2007	(708) 628-4470	10097

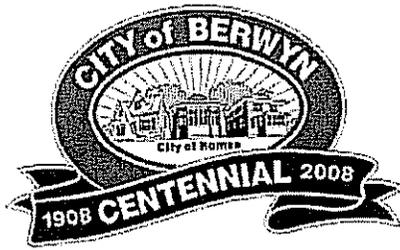
Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Wings Fire House</i>			(708) 484-8100	10205
6535 W. Cermak Road	Berwyn IL 60402	3/19/2008		
<i>Yuritz Garden</i>			(708)	10353
7030-32 W. Pershing Road	Berwyn IL 60402	5/29/2008		
		Total Businesses		22

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Cermak & Home Currency Exchange</i>			(708) 749-1722	123
6946-48 W. Cermak Road	Berwyn IL 60402	2/21/2008		
<i>Liberty Realty, Inc.</i>	<i>Second Floor</i>		(708) 484-9600	10245
6335 W. Cermak Road	Berwyn IL 60402	5/23/2008		
<i>USA Insurance Brokers</i>			(708) 788-8822	9521
6807 W. Roosevelt Road	Berwyn IL 60402	1/19/2007		
Total Businesses				3

Michael A. O'Connor
Mayor



Daniel J. LeBeau
Building Director

A Century of Progress with Pride

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

June 6, 2008

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

Re: Building and Local Improvement Permits

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of May, 2008 along with a copy of Permit Statistics for this same period.

Respectfully,


Daniel LeBeau, Director
Building Department

DL:cr
Encs.

Permits Issued By The Building Department

Friday, June 06, 2008

Between: 5/1/2008 And 5/31/2008

<u>Building</u>	Permits Issued: 13	Cost of Improvements: \$2,782,085.00
<u>Dumpster</u>	Permits Issued: 12	Cost of Improvements: \$300.00
<u>Electrical</u>	Permits Issued: 33	Cost of Improvements: \$40,562.30
<u>Fence</u>	Permits Issued: 48	Cost of Improvements: \$77,431.00
<u>Garage</u>	Permits Issued: 14	Cost of Improvements: \$141,378.00
<u>HVAC</u>	Permits Issued: 11	Cost of Improvements: \$35,299.00
<u>Local Improvement</u>	Permits Issued: 276	Cost of Improvements: \$835,244.80
<u>Plumbing</u>	Permits Issued: 24	Cost of Improvements: \$51,405.00
<u>POD</u>	Permits Issued: 2	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 85	Cost of Improvements: \$257,987.00
<u>Sign</u>	Permits Issued: 5	Cost of Improvements: \$4,400.00
Total Permits: <u>523</u>		Total Improvements: <u>\$4,226,092.10</u>

Fees Collected

Building Permit	\$1,370.00
Local Improvement Permit	\$13,776.00
Electrical Fees	\$1,090.00

Permits Issued By The Building Department

Friday, June 06, 2008

Between: 5/1/2008 And 5/31/2008

Electrical Inspection	\$3,920.00
Signs	\$750.00
Footing Inspection	\$130.00
Framing Inspection	\$2,860.00
Inspection	\$3,195.00
Fence Fees	\$1,200.00
Plumbing Fees	\$885.00
Plumbing Inspection	\$3,000.00
Plumbing Inspection (Underground)	\$330.00
Post Hole Inspection	\$1,735.00
HVAC Permit	\$925.00
HVAC Inspection	\$1,300.00
Service Charge	\$3,080.00
Insulation/Fire Stopping Inspection	\$385.00
New Water Meter	\$500.00
Tap Fee	\$1,000.00
Demolition Fees	\$200.00
Dumpster	\$1,300.00
POD	\$50.00
Parkway Use	\$50.00
Parkway Inspection	\$30.00
Pre-Pour Inspection	\$3,030.00
Street Opening	\$75.00
Fine - Working Without Permit	\$6,950.00
Fine - (Misc)	\$1,100.00
Roof Covering Fees	\$4,215.00
Garage Permit	\$980.00
Cert. Of Compliance/ Occupancy	\$50.00
Miscellaneous Fees	\$25.00
Total Fees Collected	\$59,486.00

Report Of Building Permits Issued By The City Of Berwyn

Friday, June 06, 2008

Between: 5/1/2008 And 5/31/2008

Name and Address		Issued	Permit No.	Cost Of Improvements	Cost Of Permit
North Station Fire House	6615 W. 16th Street	BUILD NEW FIRE STATION	5/1/2008	Bldg-B 7117-0	\$2,690,000.00 \$0.00
Chnstopher & Jennifer Froemel	6819 W. 31st Street	DEMOLISH OLD GARAGE AND BUILD NEW GARAGE 22 X 22 X 14 - DETACHED FRAME	5/2/2008	Gar-B 7118-0	\$14,100.00 \$220.00
Jesus Nieves	1535 S. Oak Park Avenue	BUILD 20' X 22' X 12' GARAGE.	5/9/2008	Gar-B 7119-0	\$11,500.00 \$195.00
Antonio & Angelique Valderes	3832 S. Elmwood Avenue	DEMO AND BUILD A 24' X 20' X 12' GARAGE. PARTIAL DRIVEWAY 12' X 7'. NO ELECTRICAL ON THIS PERMIT.	5/9/2008	Gar-B 7120-0	\$10,950.00 \$190.00
Richard & Violet Ortiz	3739 S. Ridgeland Avenue	DEMO GARAGE AND BUILD A 24' X 20' X 12' GARAGE.	5/9/2008	Gar-B 7121-0	\$12,300.00 \$275.00
Helen Tucek	3534 S. Scoville Avenue	DEMOLISH OLD GARAGE AND BUILD NEW DET. FRAME 2 CAR GARAGE 20 X 20 X 12 H	5/12/2008	Gar-B 7122-0	\$11,400.00 \$220.00
Roy & Amy Dominguez	3542 S. Wenonah Avenue	DEMO GARAGE AND BUILD 24' X 20' X 13' GARAGE. AND 3' X 25' WALK.	5/14/2008	Gar-B 7123-0	\$13,314.00 \$220.00
Xinxiang Feng/Nut Yan Cat	2439 S. Clarence Avenue	DEMO GARAGE AND BUILD NE EXISTING 20' X 22' X 12'.	5/16/2008	Gar-B 7124-0	\$10,835.00 \$220.00
Margarita Acevedo	2710 S. East Avenue	DEMO GARAGE AND REBUILD 20' X 20' X 14' GARAGE.	5/16/2008	Gar-B 7125-0	\$13,250.00 \$220.00
D. Z. Construction, Inc	2126 S. Elmwood Avenue	NEW GAS FORCED AIR HEAT & A/C ON 2ND FLR ONLY, CHG OUTLETS & GFI'S, ADD BATHROOM FANS VENTED TO OUTSIDE, INST DRYWALL TO EXISTING FRAMING, NEW FRAMING & DRYWALL	5/16/2008	Bldg-B 7126-0	\$16,000.00 \$980.00
John Krigeris	2415 S. Oak Park Avenue	DEMOLISH OLD GARAGE - INSTALL SLAB TO CODE FOR FUTURE GARAGE - 24 X 22 - (Garage will not be built on this permit) INSTALL 2 FLOOR DRAINS IN YARD AND SIDE YARD. R/R CONCRETE IN BACK YARD AND IN SIDE YARD.	5/20/2008	Bldg-B 7127-0	\$6,000.00 \$130.00
John Juns	3205 S. Wenonah Avenue	DEMO GARAGE AND BUILD 32' X 24' X 14' GARAGE.	5/20/2008	Gar-B 7128-0	\$25,729.00 \$335.00
Ramon A. & Yolanda Prieto	6211 W. Roosevelt Road	BUILD NEW RESTAURANT AND BAR - INTERIOR WORK AND NEW STORE FRONT SYSTEM.	5/21/2008	Bldg-B 7129-0	\$8,200.00 \$2,235.00
J. David Todus & Patricia H. Tod	3837 S. Grove Avenue	ATF -- INSTALL NEW CENTRAL AIR SYSTEM.	5/22/2008	Bldg-B 7130-0	\$4,000.00 \$330.00
Octavio Guijosa	2523 S. Clarence Avenue	BUILD 2 BEDROOMS IN BASEMENT - ENCLOSE UTILITY ROOM - DRYWALL PERIMETER WALLS THROUGH BSMT.	5/22/2008	Bldg-B 7131-0	\$3,000.00 \$360.00
Sergio & Lorena Mejia	3207 S. East Avenue	BUILD NEW GARAGE 20' X 22' X 14'. HAD FIRE WILL USE THE EXISTING SLAB.	5/23/2008	Gar-B 7132-0	\$9,000.00 \$195.00
Raul F. Mann	1510 S. Elmwood Avenue	ERECT DET. FRAME GARAGE 24 X 22 X 14 H	5/23/2008	Gar-B 7133-0	\$6,000.00 \$225.00
Juan Carlos Lopez	2623 S. Home Avenue	ERECT DET. FRAME 2 CAR GARAGE 18 1/2 X 22 X 14 H	5/27/2008	Gar-B 7134-0	\$3,000.00 \$235.00
Lawrence Doyle	1405 S. Wenonah Avenue	REMODEL 2ND FLOOR INTERIOR.	5/28/2008	Bldg-B 7135-0	\$20,000.00 \$1,050.00

Report Of Building Permits Issued By The City Of Berwyn

Friday, June 06, 2008

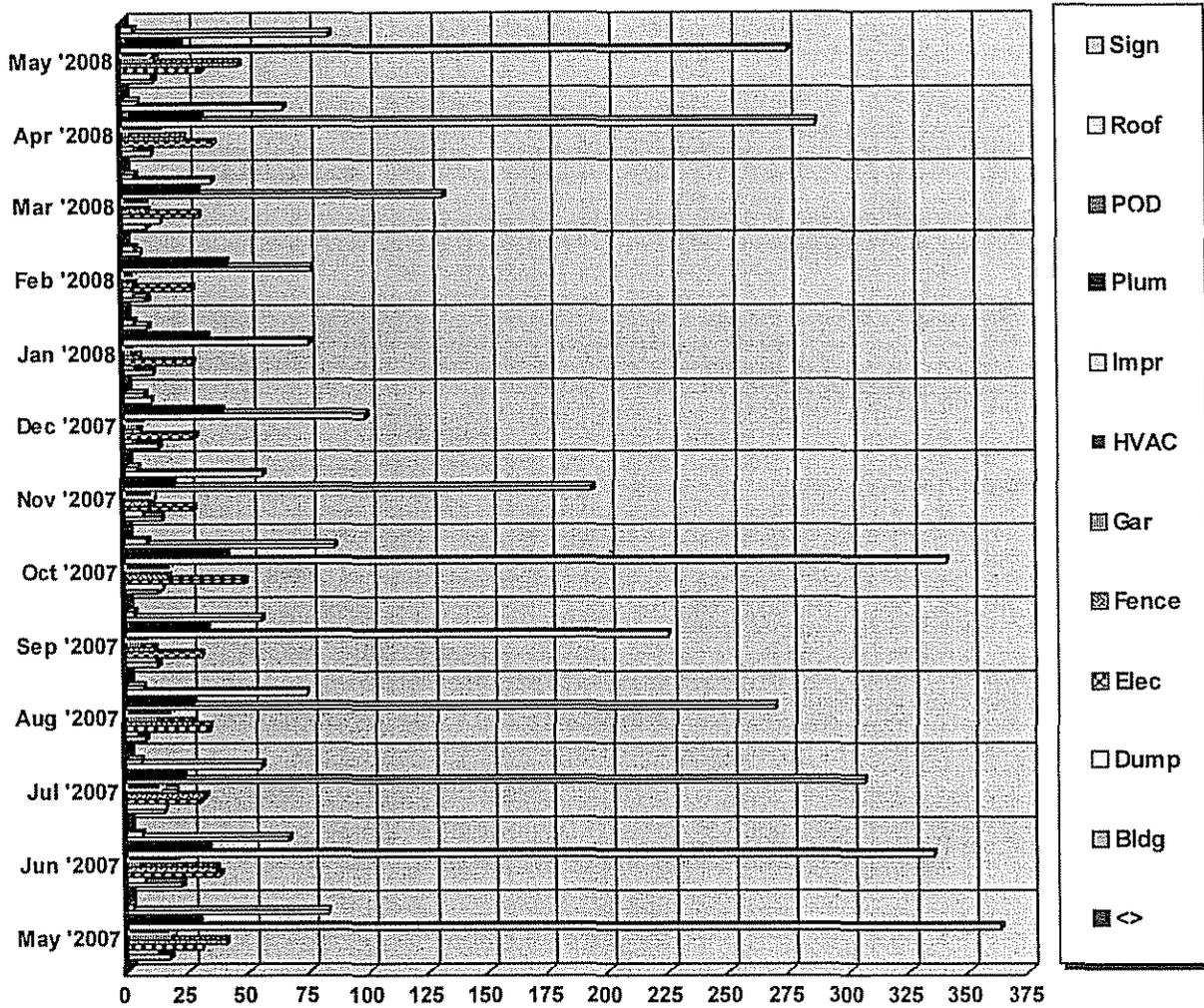
Between: 5/1/2008 And 5/31/2008

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Donnie Garcia</i>	2431 S. Euclid Avenue	ATTIC INSTALL INSUL & DRYWALL -ELEC OUTLETS. - HVAC. BSMT: CREATE 2 BEDROOMS & STORAGE ROOMS - INST HTG & A/C. UPGRADE ELEC PANELS TO INCLUDE ADDL CIRCUITS NEEDED. MAIN FLOOR: KITCHEN & BATHROOM REMODEL.	5/29/2008	Bldg-B 7136-0	\$15,000.00	\$645.00
<i>Freddie Mac</i>	2108 S. Clinton Avenue	INSTALL FURNACE & A/C. SWITCHING FROM BOILER TO FORCED AIR.	5/29/2008	Bldg-B 7137-0	\$13,200.00	\$285.00
<i>Jose & Zulma Ortiz</i>	2827 S. Wenonah Avenue	REISSUE OF EXPIRED PERMIT FOR ADDITION AND FINAL INSPECTION.	5/8/2008	Bldg-R 6294-2	\$0.00	\$140.00
<i>Jose & Zulma Ortiz</i>	2827 S. Wenonah Avenue	REISSUE OF EXPIRED PERMIT FOR GARAGE TO INCLUDE FINAL ELECTRICAL INSPECTION.	5/8/2008	Gar-R 6595-1	\$0.00	\$30.00
<i>Andres L. Manus M. D.</i>	7036 W. Cermak Road	PLUMBING AND ELECTRICAL RE-INSPECTIONS FINAL	5/27/2008	Bldg-R 6916-3	\$0.00	\$100.00
<i>Chns Magana & Sonia Comejo</i>	6427 W. 33rd Street	RE ISSUE OF EXPIRED GARAGE PERMIT & FRAMING RE INSPECTION	5/5/2008	Gar-R 6937-1	\$0.00	\$50.00
<i>Enqueta Mota & Abel Angulo</i>	3643 S. Harvey Avenue	RE ISSUE OF PERMIT FOR ADDITIONAL UNDERGROUND INSPECTION	5/7/2008	Bldg-R 7099-1	\$0.00	\$30.00
<i>Michael A. Solway & Jamie S. Fr</i>	3421 S. Wenonah Avenue	INSTALL NEW 1" COPPER WATER SERVICE FROM WATER MAIN IN STREET INTO BUILDING.	5/5/2008	Bldg-R 7103-1	\$6,685.00	\$1,700.00
27	Building Permits Issued During Period			Totals	<u>\$2,923,463.00</u>	<u>\$10,815.00</u>

Permits Issued

Friday, June 6, 2008 9:52 AM

For Period Beginning 5/1/2007 And Ending 5/31/2008



Permit Detail

2008	May	Bldg	13
2008	May	Dump	12
2008	May	Elec	33
2008	May	Fence	48
2008	May	Gar	14
2008	May	HVAC	11
2008	May	Impr	276
2008	May	Plum	24
2008	May	POD	2
2008	May	Roof	85
2008	May	Sign	5

523

2008	March		1
2008	March	Bldg	10
2008	March	Dump	15
2008	March	Elec	31
2008	March	Fence	10
2008	March	Gar	1
2008	March	HVAC	11
2008	March	Impr	132
2008	March	Plum	31
2008	March	POD	1
2008	March	Roof	36
2008	March	Sign	5

284

2008	April		1
2008	April	Bldg	12
2008	April	Dump	5
2008	April	Elec	37
2008	April	Fence	25
2008	April	Gar	3
2008	April	HVAC	17
2008	April	Impr	287
2008	April	Plum	32
2008	April	POD	3
2008	April	Roof	66
2008	April	Sign	6

494

2008	February	Bldg	10
2008	February	Dump	4
2008	February	Elec	28
2008	February	Fence	4
2008	February	Gar	1
2008	February	HVAC	5
2008	February	Impr	77
2008	February	Plum	42
2008	February	Roof	7
2008	February	Sign	5

183

Permit Detail

2008	January	Bldg	12
2008	January	Dump	4
2008	January	Elec	28
2008	January	Fence	6
2008	January	Gar	3
2008	January	HVAC	5
2008	January	Impr	76
2008	January	Plum	34
2008	January	Roof	10
2008	January	Sign	4

182

2007	December	Bldg	14
2007	December	Dump	3
2007	December	Elec	29
2007	December	Fence	6
2007	December	Gar	5
2007	December	HVAC	9
2007	December	Impr	99
2007	December	Plum	40
2007	December	Roof	11
2007	December	Sign	8

224

2007	November	Bldg	15
2007	November	Dump	7
2007	November	Elec	28
2007	November	Fence	10
2007	November	Gar	12
2007	November	HVAC	11
2007	November	Impr	194
2007	November	Plum	20
2007	November	Roof	56
2007	November	Sign	5

358

2007	October	Bldg	13
2007	October	Dump	15
2007	October	Elec	49
2007	October	Fence	17
2007	October	Gar	6
2007	October	HVAC	19
2007	October	Impr	341
2007	October	Plum	41
2007	October	Roof	86
2007	October	Sign	9

596

2007	September	Bldg	13
2007	September	Dump	12
2007	September	Elec	31
2007	September	Fence	12
2007	September	Gar	6
2007	September	HVAC	10
2007	September	Impr	225
2007	September	Plum	33
2007	September	POD	1
2007	September	Roof	55
2007	September	Sign	3

401

2007	August	Bldg	8
2007	August	Dump	5
2007	August	Elec	34
2007	August	Fence	27
2007	August	Gar	12
2007	August	HVAC	19
2007	August	Impr	269
2007	August	Plum	27
2007	August	Roof	74
2007	August	Sign	7

482

2007	July	Bldg	15
2007	July	Dump	16
2007	July	Elec	30
2007	July	Fence	32
2007	July	Gar	20
2007	July	HVAC	14
2007	July	Impr	306
2007	July	Plum	23
2007	July	POD	1
2007	July	Roof	55
2007	July	Sign	6

518

2007	June	Bldg	22
2007	June	Dump	7
2007	June	Elec	38
2007	June	Fence	36
2007	June	Gar	5
2007	June	HVAC	22
2007	June	Impr	335
2007	June	Plum	33
2007	June	Roof	66
2007	June	Sign	6

570

2007	May	Bldg	17
2007	May	Dump	12
2007	May	Elec	30
2007	May	Fence	40
2007	May	Gar	18
2007	May	HVAC	17
2007	May	Impr	363
2007	May	Plum	29
2007	May	Roof	82
2007	May	Sign	2

610

Permit Detail

Total Permits Issued **5425**

Michael A. O'Connor
Mayor

K 1/6



A Century of Progress with Pride

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

THOMAS J. PAVLIK
CITY CLERK

Date: 5-30-08

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 1400 block of CUYLER

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1400 block
of S. CUYLER.

The residents request permission to hold the event on JULY 19th

With a rain date of JULY 20. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Gregorio Aguirre

Contact person is: Gregorio Aguirre
Address is: 1438 S CUYLER
Phone number is: 708-... (cell)

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

WE THE UNDERSIGNED RESIDENTS OF THE 1400 BLOCK OF S. COYLER
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON JULY 19
BETWEEN THE HOURS OF 8:00 AND 9:00. OUR RAIN DATE IS _____

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

NAME	ADDRESS
Pro Pro	1401 Cuyler 1st Front
	1411 Cuyler 1st Fl
	1409 Cuyler
	1409 Cuyler Ave
	1415 Cuyler Ave
	1427 Cuyler Ave
	1423 Cuyler Ave
	1424 Cuyler Ave
	1434 Cuyler Ave
	1432 S COYLER AVE
	1426 S Cuyler Ave
	1422 S Cuyler Ave
	1414 S Cuyler Ave
	1417 S Cuyler Ave
	1433 S Cuyler
	1430 S. COYLER AVE
	1429 S Cuyler AVE
	S Cuyler Ave
	S Cuyler Ave
	1443 Cuyler AVE
	45 Cuyler
	36 Cuyler Ave
	72 Cuyler Av.
	10 Cuyler Ave.

Michael A. O'Connor
Mayor



A Century of Progress with Pride

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

THOMAS J. PAVLIK
CITY CLERK

2008 JUN -4 AM 11:16

Date: June 3 2008

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 3200 block of Wenonah Ave.

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3200 block
of Wenonah Ave.

The residents request permission to hold the event on July 3 + July 4th

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,

Roberta Medlicott

Contact person is: Roberta Medlicott

Address is: 3214 Wenonah

Phone number is: _____

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

WE THE UNDERSIGNED RESIDENTS OF THE 3200 BLOCK OF Wenonah Ave

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON July 3+4th, 2008

BETWEEN THE HOURS OF July 3rd 5:00 P.M. AND 4:00 P.M. 8:00 A.M. AND 9:00 P.M. OUR RAIN DATE IS NONE

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

=====

NAME ADDRESS

- =====
- 218 So Home Ave
- 209 S. Wenonah
- 229 S. Wenonah Ave.
- 229 S. WENONAH AVENUE
- 231 WENONAH
- 231 Wenonah
- 227 Wenonah.
- 221 Wenonah
- 208 Wenonah
- 208 Wenonah
- 3226 Wenonah
- 3226 WENONAH
- 3218 Wenonah
- 3218 Wenonah
- 3222 WENONAH.
- 3232 Wenonah
- 3234 Wenonah
- 242 WENONAH
- 241 "
- 239 Wenonah
- 225 Wenonah Ave -
- 219 Wenonah Ave.