

City of Berwyn City Council Meeting

July 8, 2008

BERWYN CITY COUNCIL MEETING

JULY 8, 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-6/24/08-COW 6/24/08
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-INTERGOVERNMENTAL AGREEMENT BETWEEN COOK COUNTY ASSESSOR & CITY OF BERWYN FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM (GIS)
 - 2. BDC-REQUEST FOR COMMERCIAL LOAN APPROVAL-GARV'S INN
 - 3. BDC-TIF APPLICATION-VALLE'S PRODUCE-6323 CERMAK RD.
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. RETIREMENT OF DEPUTY FIRE CHIEF MICHAEL FARNSWORTH
 - 2. APPOINTMENT FOR DEPUTY FIRE CHIEF POSITION-SAM MOLINARO
 - 3. APPOINTMENT TO BERWYN LIBRARY BOARD UNEXPIRED TERM
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. PUB HEARING-CHAP 1204.04 (54) ZONING CODE "SINGLE HOUSING UNIT"
 - 2. REFERAL TO COOK COUNTY STATES ATTNY, PUBLIC INTEGRITY BUREAU
 - 3. SPECIAL MEETING AS REQUESTED BY CITY COUNCIL
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. CHAPMAN-CITY FINANCES & FUTURE FINANCIAL STRATEGY
 - 2. WEINER-ALDERMANIC HEALTH INSURANCE
 - 3. PHELAN-2 HOUR DIAGONAL PARKING AT 16TH ST. & WESLEY
 - 4. PHELAN-TREES AT 21ST & WESLEY
 - 5. PHELAN-EMPLOYEE CONDUCT

6. LOVERO-REINSTATE LAID OFF-5 PUBLIC WORKS EMPLOYEES
7. ERICKSON-PETITION FOR REFERENDUM

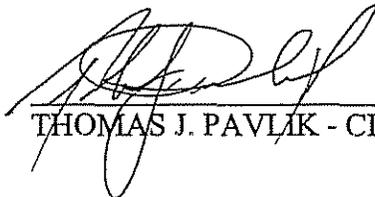
(J) STAFF REPORTS

1. LAW DEPT-COMMUNICATION REG. BOBBY BUONAURO CLINIC-3245 GROVE
2. LAW DEPT-7102 W. 34TH ST. 5' FENCE
3. LAW DEPT-JUNE 24, 2008 AGENDA ITEM I-3, LAYOFFS
4. LAW DEPT-METRA LEASE-PARKING RESOLUTION
5. LAW DEPT-PARKING ORDINANCE
6. LAW DEPT-08 M4 810 (CIRCUIT CT OF COOK COUNTY) & 08 CV 3528 (US DISTRICT CT FOR THE NORTHERN DIST. OF ILLINOIS)
7. FINANCE DIR-APPROVAL OF ANNUAL FINANCIAL REPORT
8. FINANCE DIR-APPROVAL OF PURCHASING POLICY
9. BLDG DIR-AMENDMENT TO ORD CHAP 1472-REMODELING & ALTERATION
10. CENTENNIAL CHAIRMAN-CENTENNIAL RECAP

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

1. BUDGET CHAIRMAN-PAYROLL-6/25/08-\$828,367.85
2. BUDGET CHAIRMAN-PAYABLES-7/8/08-\$747,563.33
3. PAV YMCA-RUMMAGE SALE-8/23/08
4. GIRL SCOUTS-ANNUAL FALL PRODUCT ACTIVITY 10/10/08-10/26/08-COOKIE PROGRAM 1/1/09-1/25/09-DIRECT SALE 2/21/09-3/22/09
5. ACE HARDWARE-25TH ANNUAL SIDEWALK SALE-8/30/08
6. BLOCK PARTY-3300 WENONAH-8/23/08
7. BLOCK PARTY-2300 ELMWOOD-8/2/08
8. BLOCK PARTY-1300 WENONAH-7/26/08
9. BLOCK PARTY-3800 KENILWORTH-8/2/08
10. BLOCK PARTY-6400 W. 33RD ST.-7/12/08
11. BLOCK PARTY-3500 CLINTON-8/16/08
12. BLOCK PARTY-1600 GROVE-7/26/08
13. BLOCK PARTY-1800 MAPLE-8/2/08
14. BLOCK PARTY-3200 MAPLE-8/23/08
15. BLOCK PARTY-1800 CLINTON-8/2/08
16. BLOCK PARTY-1300 ELMWOOD-7/19/08
17. BLOCK PARTY-3500 WENONAH-8/16/08
18. BLOCK PARTY-3400 HOME-7/26/08
19. BLOCK PARTY-6800 W. 29TH PLACE-8/23/08
20. BLOCK PARTY-6900 W. 30TH PLACE-8/9/08

ITEMS SUBMITTED ON TIME 50


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.

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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
JUNE 24, 2008**

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:35 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 the safety of our armed forces, police, firefighters, paramedics, and city employees.
3. The Open Forum portion of the meeting was announced. The Mayor recognized Cook County Commissioner Tony Peraica who congratulated the City of Berwyn on its Centennial and read and presented a Resolution and also announced the grand opening of the Cermak Aquatic Park on July 18th, Carl Reina spoke regarding the Centennial revenues and attendance, Mayor O'Connor thanked Michael Anthony's Pizza for the \$2,000 donation for fireworks for the 4th of July, Alderman Skryd also thanked Michael Anthony's Pizza for handling the softball tournament, Sandi VanGoethem spoke on the need for more employees and not laying them off and suggested a 10% cut in wages and that legal fees may out-weigh employee layoffs, Officers O'Halloran and Mazza of the Berwyn Police department spoke regarding a FOIA request and response, owner of Cigars & Strips along with 2 business owners who voiced complaints regarding LaQuinta Restaurant having a party last Friday night and damages to a window and unruly patrons on weekends, Alderman Chapman spoke on reviewing the Entertainment License and will place a communication on the next City Council agenda, Alderman Skryd read a letter from a resident Kathy Stechmiller regarding 6501 W. 27th Place, the Sears House, and placed same into record.
4. The minutes of the regular Berwyn City Council and the Committee of the Whole for June 10, 2008 were submitted. Thereafter, Erickson made a motion, seconded by Ramos, to concur and approve as submitted. The motion carried by a voice vote.
5. The Berwyn Health District submitted an Intergovernmental Cooperation Agreement for Comprehensive Rodent Control 2008. Thereafter, Erickson

made a motion, seconded by Skryd, to concur and approve the agreement as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

6. The Berwyn Development Corporation submitted a communication regarding the re appointment of Lance Malina to the Roosevelt Road Advisory Committee. Thereafter, Erickson made a motion, seconded by Skryd, to concur. The motion carried by a voice vote. Thereafter, Erickson made a motion, seconded by Skryd, to concur in the reappointment of Anthony Griffin, Executive Director of the BDC to the Economic Development staff position. The motion carried by a voice vote.
7. The Berwyn Development Corporation, Special Events Committee, submitted a request for (3) additional Clean Sweep Garage Sales to be added to their 2008 events. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
8. The City Clerk submitted the Resolution from the Cook County Board commemorating the Berwyn Centennial. Thereafter, Ramos made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.
9. The City Clerk submitted a communication requesting the approval of Closed Committee of the Whole minutes for April 22, 2008, April 28, 2008, May 13, 2008 and May 27, 2008 as reviewed in closed session on June 10, 2008. Thereafter, Erickson made a motion, seconded by Lovero, to concur and approve as submitted. The motion carried by a voice vote.
10. A deferred communication from the Zoning Board of Appeals regarding Ernesto Lechuga, D/B/A Durango Custom 72, Inc. 6805 W. Ogden Avenue. After discussion, Chapman made a motion, seconded by Ramos, to concur and adopt the Resolution/Ordinance as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Day, Phelan, Erickson. Nays: Skryd, Lovero.
11. A deferred communication from Alderman Skryd regarding a City Council Meeting Parliamentarian. After discussion, Skryd made a motion, seconded by Ramos, to defer the matter generally, stating that she was not in favor of expending more funds while there were impending layoffs. The motion carried by a voice vote.

12. Alderman Chapman submitted a communication regarding a fence at 7102 W. 34th Street. After discussion, Chapman made a motion, seconded by Lovero, to concur and approve as submitted and grant permission to install said fence. After further discussion, Chapman made a motion, seconded by Lovero, to refer the matter to the law and building departments, to include an agreement with the city for access, to draft an ordinance to overrule and grant an easement, and to direct the building department to issue permits. The motion carried by a voice vote.
13. Alderman Chapman submitted a communication regarding City Finances and 15 union layoffs. After discussion, Chapman made a motion, seconded by Lovero, to concur and refer the matter to the Committee of the Whole, Finance and law departments for the appropriate responses and actions to this communication. The motion carried by a voice vote.
14. Alderman Skryd submitted a communication regarding employee layoffs. Thereafter, Alderman Skryd read the communication into record. After discussion, Skryd made a motion, seconded by Chapman, to concur and to call a Special meeting to address Future Financial Strategy Discussion. The motion carried by voice vote.
15. Alderman Skryd submitted a communication regarding a Military Recognition Day on July 5, 2008 to be held on 27th Street between Ridgeland and East Avenues from 12:00 noon to 5:00 p.m. Thereafter, Skryd made a motion, seconded by Ramos, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
16. The Berwyn Historic Preservation Commission submitted a Resolution and Report nominating the Berwyn Municipal Building, the City Hall, as a Berwyn Historic Landmark. Thereafter, Erickson made a motion, seconded by Ramos, to concur and approve as submitted. The motion carried by a voice vote.
17. The Berwyn Historic Preservation Commission submitted a Resolution and Report nominating the Sears House, 6501 W. 27th Street as a Berwyn Historic Landmark. Thereafter, Erickson made a motion, seconded by Day, to concur and approve as submitted. The motion failed by the following roll call: Yeas: Weiner, Day, Erickson. Nays: Chapman, Ramos, Skryd, Phelan, Lovero. Thereafter, the Mayor declared the matter defeated.
18. A deferred communication from the Law department regarding the Fire and Police committee recommendations, Grievance "A". After discussion, Chapman stated that the response to the IMPA regarding the grievance was falsified after listening to the closed tapes of the Committee meeting of

December 13, 2007. Thereafter, Chapman made a motion, seconded by Lovero, to refer the matter to the Administration committee for investigation. The motion carried by a voice vote. Thereafter, Chapman made a motion, seconded by Erickson, to refer the matter to the States Attorney's Office, Public Integrity Unit. The motion carried by a unanimous roll call vote.

19. A deferred communication from the Law department regarding the Fire and Police committee recommendations, Grievance "B". Alderman Chapman reiterated the same applies to Grievance "A", stating the committee did hear the matter with no vote taken, and the decision of the committee was to further investigate, requesting more information. After further discussion, Erickson made a motion, seconded by Chapman, to refer the matter to the Administration committee and to the States Attorney's office, Public Integrity Unit, for investigation. The motion carried by a unanimous roll call vote.
20. The Law department submitted and ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 462.06 OF THE CODIFIED ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS TO AMEND THE TIME PERIOD FROM SIXTY TO THIRTY DAYS TO PURCHASE A CITY VEHICLE STICKER FOR A NEW CAR OR A NEW RESIDENT

Thereafter, Erickson made a motion, seconded by Ramos, to concur and **adopt** the ordinance as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Lovero, Erickson. Nays: Phelan. Thereafter, the Clerk stated that there was a request to immediately post on the city's website with present ordinances, and cautioned that the law does not take affect until 10 days after passage, and the ordinance shall be posted after the 10th day.

21. The Law department submitted an ordinance entitled:

AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY ILLINOIS, AUTHORIZING THE VACATION OF A CERTAIN PORTION OF WENONAH AVENUE

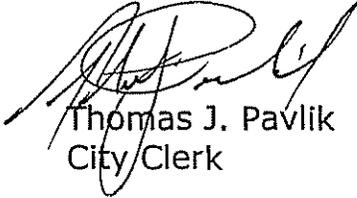
Thereafter, Erickson made a motion, seconded by Lovero, to concur and **adopt** the ordinance as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

22. The Fire Chief submitted a communication regarding 1535 Clarence Avenue. After discussion, Skryd made a motion, seconded by Lovero, to refer the matter to the Committee of the Whole. The motion carried by a voice vote with Alderman Phelan voicing a contrary nay.
23. Ramos made a motion, seconded by Skryd, to continue the meeting past 10:00 p.m. per city ordinance. The motion carried by a voice vote.
24. The Police Chief submitted a communication regarding the 2006 Justice Assistance Grant (JAG) Agreement. Thereafter, Skryd made a motion, seconded by Lovero, to concur and approve the agreement as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
25. The Collector, Police Division Commander, and the Traffic Engineer submitted a communication regarding Chapter 484.04A, School District and Church Special Visitor Parking Pass. Thereafter, Erickson made a motion, seconded by Chapman, to concur and refer the matter to the law department to draft same. The motion carried by a voice vote.
26. Consent Agenda items K-1 through K-10 were submitted:
 - K-1 The Budget Chairman submitted the payroll for June 11, 2008 in the total amount of \$983,707.31
 - K-2 The Budget Chairman submitted the payables for June 24, 2008 in total amount of \$1,438,759.46
 - K-3 Skryd submitted a handicap sign request for O. Herrera, 2306 Gunderson with a recommendation to **approve**
 - K-4 The North Berwyn Park District, Summer Flea Market July 19th & 20th
 - K-5 7th Day Adventist-solicitation door to door between 6/1/08 & 8/15/08
 - K-6 CBC Shoe Corporation, sidewalk sale June 19th through June 22, 2008
 - K-7 Block party, 3100 Euclid, August 9, 2008
 - K-8 Block party, 3300 Home, August 2, 2008 rain date August 7, 2008
 - K-9 Block party, 2500 Scoville, July 5, 2008
 - K-10 Alley Garage Sale, 3200 Wisconsin, June 28, 2008Chapman made a motion, seconded by Erickson, to concur and approve by Omnibus Vote Designation. The motion carried by a voice vote.
27. The Mayor called for a Committee of the Whole meeting for Tuesday, July 8, 2008 at 6:00 p.m. for referrals.
28. Alderman Skryd called an Administration Committee meeting for Monday, July 14, 2008 at 6:00 p.m. for referrals.

BERWYN CITY COUNCIL MEETING
JUNE 24, 2008

29. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Skryd, to adjourn at the hour of 10:10 p.m. by a unanimous voice vote.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

MINUTES
COMMITTEE OF THE WHOLE
JUNE 24, 2008

1. The Committee of the Whole was called to order by Mayor O'Connor at 6:04 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Day, Lovero. Absent: Skryd, Phelan, Erickson.
2. Weiner made a motion, seconded by Lovero, to excuse Aldermen Skryd, Phelan, and Erickson. The motion carried by a voice vote.
3. The Mayor recognized Carl Reina, Chairman of the Centennial Fest, who discussed and handed out a brief summary of monies collected during the 5 day festival, see attached, as received from Citizen's Bank with a total of \$90,453.37, which does not include the \$30,000 from the amusement company, bring the unofficial total amount to \$128,453.37. Mr. Reina stated that this is not the final revenue report and he also reported the attendance figures, adults, 11,500, children, 3,392, Friday, free admissions 2,590 bring the total in attendance including guests, volunteers for Fridays total to 2,700 free in attendance. Carl also reported that there were approximately 625 volunteers who attended and worked the festival bring the approximate grand total to 21,000. Mr. Reina asked to address the Committee of the Whole in two (2) weeks with a final report on all festival activities.
4. Ramos made a motion, seconded by Chapman, to close the Committee of the Whole for pending litigation, land acquisition, contract negotiations, and personnel at 6:12 p.m. The motion carried.
5. The open portion of the Committee of the Whole resumed at 7:03 p.m. Now present: Aldermen Skryd and Erickson. The Mayor resumed the Committee of the Whole before the Clerk was present and was in discussion with the Public Works union representative. After a brief discussion, the Mayor cautioned and dismissed the Public Works representative, stating that the discussion could not be on specific individuals by name, then reconsidered, and allowed the union representative to speak. The union representative spoke regarding Supervisor Kevin White and Sam Canino not being laid off, and stated that the Mayor is trying to protect these individuals, stating that Supervisor White only serves to aggravate the union. The union representative continued to talk regarding Sam Canino not being a certified mechanic, and why he was hired as a supervisor, and then allowed to become a union member. Alderman Weiner rebutted and questioned why Public Works hires people to cut trees that are not qualified

and are not certified arborists. Alderman Lovero interjected and stated, what are the qualifications for being an alderman? Weiner stated; that he was elected. The Mayor allowed Leo Stillo of Public Works to speak. Mr. Stillo spoke on requesting to sit down with the Mayor and Human Resource Director to reach a compromise, but was then given the lay off notices.

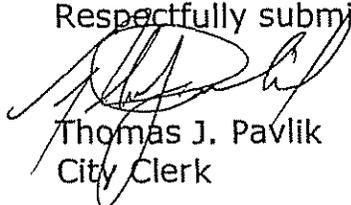
Alderman Phelan present at 7:10 p.m.

Stillo continued and stated the individuals offered the union to bank hours to try to offset union lay offs. Stillo stated that he was told by Pat Segel that the layoffs were a direct result of the union not implementing the Health Insurance changes. At that time, Stillo offered to compromise to avoid layoffs. Alderman Chapman then questioned the Mayor if she would be allowed to ask questions of the union representatives as was discussed in closed, the Mayor replied, yes. The Mayor recognized AFCSME union representative, Mike Ross, who spoke regarding contract negotiations over the last 9 months and stated that they are no closer to a settlement and stated that he feels the City Council, is not always being informed accurately regarding negotiations. Mr. Ross requested to address a closed Committee of the Whole, and was instructed at the last minute, that he would only be allowed to address the Council in open session, and felt that he was not prepared. Mr. Ross continued to discuss union goals and stated that there were members that were at or below the poverty level, and it was his goal to bring those members of the union up to parity, and explained how inflation affects lower income workers. Mr. Ross went on to state that he had numerous grievances and unfair labor practices and is prepared to fight and take these matters to court. Mr. Ross stated that front line union workers should not be the first to go and stated that he feels that the administration has other options that were not explored and offered concessions during negotiations; to avoid lay offs, but then was informed of the lay offs. Mr. Ross asked if the Clerk could pass out a letter that would go out to the membership tomorrow, see attached letter. Mr. Ross asked for 2 things, stop the lay offs and the union will work with the city and negotiate a compromise in the contract, second, more communications should be relayed to the aldermen regarding union negotiations and concessions. The Mayor then asked Mr. Ross when the union was first notified regarding possible lay offs. Mr. Ross answered, March 31, 2008. The Mayor questioned stating that this was the second notice. Mr. Ross stated that he was caught off guard based on the budget that was passed in the black. Alderman Chapman questioned the Mayor as to what is the bottom line of what the city needs financially. The Mayor answered, he didn't know exactly, and stated that the lack of tax revenue which is at about 10% short of the approximate budgeted revenue of \$21 million. Alderman Chapman then questioned Mike Sullivan of the Public Works union regarding disciplinary actions and Wine Garden Rights and if an employee was suspended for asking for union representation in the

matter and the matter was grieved and the union won the grievance and the city made restitution. Chapman then questioned the Monday after the storm and if union members were sent home with no overtime and if contractors were out to continue working overtime to do union work. The Mayor then questioned the representative on Sunday overtime, the day after the storm, the representative stated that Kevin White just called people and didn't follow the proper procedures and an emergency was not declared. Union member Stillo handed Alderman Chapman a letter regarding the layoffs. Chapman stated that she was not given this by the Mayor. The Mayor stated that it was part of the negotiations and there was no need to give to the aldermen. Alderman Skryd questioned Stillo regarding banking 5 hours a week for a year. Stillo stated that this was not in the contract, but a group of workers offered this on their own, to avoid layoffs. The Mayor stated that Stillo never came forward with the offer. Stillo stated that he was offering it now. The Mayor went on to state that the union took a vote on last Thursday regarding this matter, and why they waited until now and not come forward with the proposal immediately. The Mayor recognized Firefighter Felix Greco who spoke on behalf of the Fire department regarding the storm and the fire department's effort during the storm cleanup. Chapman questioned the lack of communication between the supervisors of Public Works, public works employees, and why the fire department had to respond and voiced concerns on the lack of communication. Alderman Lovero then questioned the Mayor on the date of the layoffs, the Mayor answered, July 7th for Public Works employees, and July 11th for ACFSME workers. Lovero then questioned the Mayor if there is any opportunity to meet and or discuss alternatives. The Mayor stated that he tried to have meetings and then read a statement regarding the matter, statement was not provided to the clerk for the record. Discussion ensued with Alderman Skryd offering various suggestions as a compromise to the layoffs and for the Council to meet to discuss the matter. The Mayor then allowed Carl Reina to speak. Mr. Reina requested the Mayor to come to a compromise and agree to have a meeting with the aldermen to try to come up with alternative solutions to the layoffs. The Mayor recognized Myrtle Slawko who spoke on the cost of the Centennial and how dollars could have been better spent for city services.

6. Erickson made motion, seconded by Skryd, to adjourn the Committee of the Whole at 8:25 p.m. The motion carried.

Respectfully submitted,



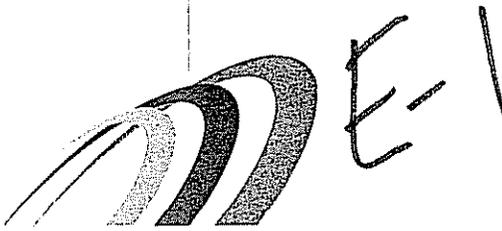
Thomas J. Pavlik
City Clerk

Section D

Bid Openings – Tabulations

Section E

Berwyn Development Corp.
Berwyn Township/Health District



Economic Development
CORPORATION

July 8, 2008

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

Re: Intergovernmental Agreement between Cook County Assessor and City of
Berwyn for access to Geographic Information System (GIS)

Honorable Mayor & Members of the Berwyn City Council:

The Cook County Assessor's Office has developed a GIS database that is available at no cost to the City. Geographic information is a valuable resource and has applications in public safety, utilities, urban planning, economic development, and public works.

In order for the City to utilize the data, a resolution must be passed and an Intergovernmental Agreement must be approved. City consultants can then be approved by the City to access the data on the City's behalf. The BDC and Frank Novotny & Associates, as City consultants, could utilize the data acting as agents for the City. The GIS data would be used for a variety of functions including, but not limited to: managing and maintaining City infrastructure, business recruitment and retention, economic development, and planning. Additionally, City departments would have the same access to the geographic information such as the City's traffic engineer.

With the consent of City Council, the City can commence with the use of Cook County's GIS and contribute to the betterment of the City of Berwyn.

Respectfully submitted,



Anthony Griffin,
Executive Director

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

7/08/08

RESOLUTION NO. _____

WHEREAS, the City of Berwyn (the "City) is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its infrastructure; and

WHEREAS, the City is constantly evaluating and accessing infrastructure and roadway network information that are adjacent to the City; and

WHEREAS, the Cook County Assessor's Office has a geographic information system ("GIS") database that it is willing to make available to the City at no cost; and

WHEREAS, GIS data sharing with the Cook County Assessor's Office will allow the City to access GIS data from the Assessor that will facilitate the City's decision making process with respect to managing and maintaining its infrastructure; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ICS 220/1 or seq.); and

WHEREAS, the City and the Cook County Assessor have negotiated an Intergovernmental Agreement in substantially the form attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City as follows:

The Mayor and the City Council are authorized to finalize an Intergovernmental Agreement between the City of Berwyn and the Cook County Assessor's Office in substantially the form of the agreement attached to this Resolution, and the Mayor is authorized to execute said Intergovernmental Agreement.

Approved by: _____
Michael A. O'Connor, Mayor

**AGREEMENT
FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM**

This AGREEMENT is entered into as of the 8th day of July, 2008, by and between the City of Berwyn ("Agency") and the Cook County Assessor's Office (the "CCAO").

WITNESSETH:

WHEREAS, the CCAO has developed a Geographic Information System (the "GIS") consisting of cadastral data, planimetric data, assessment data, property images, digital orthophotography (aerial photos) and other data (collectively, such images, photos and data, "Assessor Data");

WHEREAS, portions of the GIS, and the related data dictionary, are copyrighted materials of the CCAO and/or Cook County of the State of Illinois ("Cook County");

WHEREAS, some of the Assessor Data in the GIS is only available to the public and to commercial users for a fee, as permitted by law;

WHEREAS, Agency has requested access to and license to use the GIS for use in performing its official functions (as set forth below);

WHEREAS, the CCAO in the spirit of cooperation desires to make the GIS available, efficiently and without charge, to Agency for use in performing its official functions; and

WHEREAS, Agency acknowledges and agrees that access to the GIS and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the Agency, and that any other use, alteration, sale, dissemination, lease or transfer of the GIS and/or Assessor Data by Agency, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF OFFICIAL PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, Agency represents and warrants as its official purpose for access to the GIS and Assessor Data as stated in Exhibit A and incorporated herein. Agency agrees that access to the GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely

for its use in performing its official purposes (as described in Exhibit A). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the GIS or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement. This Section shall survive the termination of this Agreement.

SECTION 3. INFORMATION PROVIDED.

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an "Information Request"). Each Information Request is subject to approval of the CCAO.

SECTION 4. LIMITED LICENSE TO USE.

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

SECTION 5. TERM AND EXTENSION.

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

SECTION 6. DISCLAIMER OF WARRANTIES.

The GIS and the Assessor Data is provided "as is" without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use, rests solely on Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data,

including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

SECTION 7. LIMITATION OF LIABILITY.

AGENCY EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

SECTION 8. AGENCY INDEMNIFICATION.

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

SECTION 9. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 *et seq.* Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

SECTION 10. CONFIDENTIALITY.

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

SECTION 11. MISCELLANEOUS.

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.
- (b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

**COOK COUNTY
ASSESSOR'S OFFICE**

Michael Stone
Chief Deputy Assessor
Cook County Assessor's Office

Signature:
Michael A. O'Connor
Print Name
Title: Mayor
Agency Name: City of Berwyn
(708) 788-2660
Telephone Number:

Exhibit A: Statement of Official Purpose

The City of Berwyn proposes to utilize the GIS and the Cook County Assessor data for the following purposes:

- I. City Planning
 - a. Base GIS System -- Used throughout the City's Departments
 - i. Zoning
 - 1. Possible deployment of basic zoning map for public use.
 - ii. Addressing
 - 1. Mailing
 - iii. Land Use Planning
 - 1. Re-Zoning and Lot Subdivision, Land use permits
- II. Emergency
 - a. Police
 - i. Integrated within the City's Police Department
 - b. Fire
 - i. Integrated within the City's Fire Department
 - c. Disaster Management
 - i. Building Footprints
- III. Infrastructure
 - a. Road Construction Planning
 - b. Utility Atlases
 - c. Water main breakage documentation
 - d. Maintenance Documentation

Exhibit B: Assessment Data

City of Berwyn ("Agency") hereby requests access to assessment data in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a file of assessment data, which is maintained on the Cook County Mainframe. The CCAO will make the file of assessment data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Tax Codes: _____

Municipality: City of Berwyn

Permanent Index Number range: Attach additional sheet if necessary

Township: Berwyn

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit C: Property Images

City of Berwyn ("Agency") hereby requests access to **property images** in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of property images. The CCAO will make this computerized database of property images available to Agency in JPEG format, subject to the terms and restrictions and limitations as set forth in the Agreement. In addition to the property images, the CCAO will provide a file containing Permanent Index Number(s), property image capture date, and a list of Permanent Index Number(s) that have no property image assigned. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: City of Berwyn

Year 1998 Photos

Year 2007 Photos

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit D: Digital Orthophotography (Aerial Photos)

City of Berwyn ("Agency") hereby requests access to **digital orthophotography (aerial photos)** in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of digital orthophotography (aerial photos). The computerized database of digital orthophotography for Cook County contains 4,486 tiles. The CCAO will make the computerized database of digital orthophotography available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The digital orthophotography will be provided in .tif or .sid format. In addition to the digital orthophotography, the CCAO will provide a shapefile containing an index of all the tiles for Cook County. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: City of Berwyn

Township: Berwyn (TIFF and SID format)

Year 1998 Photos

Year 2003 Photos Request both shape and geodatabase

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit E: Planimetric data

City of Berwyn ("Agency") hereby requests access to **planimetric data** in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of planimetric data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The planimetric data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: City of Berwyn

Township: Berwyn

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit F: Cadastral data

City of Berwyn ("Agency") hereby requests access to **cadastral data** in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of cadastral data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement. The cadastral data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Permanent Index Number range: Attach additional sheet if necessary

Municipality: City of Berwyn

Township: Berwyn

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit G: Digital Terrain data

City of Berwyn ("Agency") hereby requests access to digital terrain data in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes digital terrain data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: City of Berwyn

Township: Berwyn

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit H: Lidar data

City of Berwyn ("Agency") hereby requests access to **lidar data** in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes lidar data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: City of Berwyn

Township: Berwyn

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit I: Oblique Aerial Imagery

City of Berwyn ("Agency") hereby requests access to **oblique aerial imagery** in accordance with the Agreement, dated July 8, 2008, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes digital terrain data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

Municipality: City of Berwyn

Township: Berwyn

Requested by

Name: _____

Signature: _____

Date: _____



July 8, 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

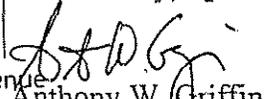
Honorable Mayor & Members of the Berwyn City Council:

On June 12, 2008, the Berwyn Development Corporation Commercial Loan Committee provided preliminary approval of the amended 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 contract price) to purchase the site.

The recommended loan amount is not to exceed \$105,000.00 amortized over a twenty year period ballooning every five years at a floating interest rate of prime plus two percent. \$70,000 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, current appraisal meets condition for the primary loan, BDC funds to stay in escrow during construction and be used for needed repairs and carry costs, and approval of city permits. The BDC Board of Directors agreed with the Commercial Loan Committee recommendation at its July 1, 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



E-3
July 8, 2008

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

Re: TIF application – Valle's Produce, 6323 W. Cermak Road

Dear Mayor and City Council,

The Berwyn Development Corporation's (BDC) Board of Directors and the Cermak/Roosevelt Road TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Jesus Valle's project costs.

TIF assistance will be applied to exterior signage and awnings for his grocery store with costs estimated at \$33,660. The TIF scope of work includes 33" lettering for VALLE'S and 24" lettering for PRODUCE, MEATS, FRUITS and 56 linear feet of awning.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$19,000. As part of our review process, BDC staff will validate work performed and eligibility prior to any payments. The applicant has worked with Main Street for a higher quality design and has signed an agreement to ensure proposed work is held up to their standard. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining City permits.

With the consent of City Council, Jesus Valle can commence work on his project and contribute to the revitalization efforts taking place Cermak Road.

Respectfully,

A handwritten signature in black ink, appearing to read 'Anthony Giffin', is written over a horizontal line.

**Anthony Giffin
Executive Director
Berwyn Development Corporation**

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

June 24, 2008

Applicant: **Valle's Produce**
6323 West Cermak Road
Berwyn, Illinois 60402:

In order to receive approved TIF funding, applicant agrees the following are specifications as applicable for the Cermak Road TIF Application for new awnings and signage:

AWNINGS

- 1.) Traditional open ended, non-lit, solid valance as manufactured by Sunbrella, Glen Raven Mills, Inc.
- 2.) 100% solution dyed acrylic construction.
- 3.) Color: #4666 Logo Red.
- 4.) Mounted over the three windows along the Cermak Road Elevation, in accordance with drawing 1 of 1, dated April, 2008, as prepared by the Illinois Historic Preservation Agency for the Illinois Main Street Program.
- 5.) Height above public sidewalk and projection to comply with current City of Berwyn Zoning and Building Ordinances. Height recommended at 8' above sidewalk, projection recommended at 4' out from building face.
- 6.) Lettering on awning valance to be; "CARNICERIA", "VALLE'S PRODUCE", "FRUTERIA" in accordance with drawing dated May 6, 2008 as prepared by Berwyn Signs.

SIGNAGE/LETTERING

- 1.) Lettering to be pin mounted, brushed aluminum, horizontal grain, back illuminated with polycarbonate back cover. Lettering should have no coloring added/painted to its front surface.
- 2.) Lettering to be "VALLE'S", "PRODUCE" (below the word: VALLE'S), "MEATS", "FRUITS", in accordance with drawing dated May 6, 2008 as prepared by Berwyn Signs. The words "VALLE'S" and "PRODUCE" are to be the pin mounted type and not a box type as indicated on the drawing.
- 3.) Lettering height to be accordance with drawing dated May 6, 2008 as prepared by Berwyn Signs. "VALLE'S", to be 33", "PRODUCE", "MEATS", "FRUITS" to be 24".



Jesus Valle, Valle's Produce

Date 06-30-08



Anthony Griffin, BDC Executive Director

Date 7-1-2008



Kurtis Pozsgay
Planner
Berwyn Development Corporation
3322 S. Oak Park, 2nd Floor
Berwyn, IL 60402

Kurtis,

The Berwyn Main Street Design Committee appreciates the opportunity to review the grant application for Valle's Produce. We have reviewed the "applicant agreement" dated 6/24/2008, and value your efforts to ensure that the final product is consistent with the IHPA design guidance that the business owner received through the Main Street program. Thus we would like to **register our support for the grant** based on the stipulations of the agreement.

Being the largest Main Street-sponsored façade rehabilitation project to receive a grant thus far through the Cermak TIF, our group has had a strong interest in making sure that the project accurately represents the organization's ideals of historic preservation, pedestrian orientation, and quality design. We appreciate the extra time and effort that has gone into making this project a success, and look forward to cooperating again to continue improving the appearance of the Cermak Road corridor.

If you have any additional input needed, please be in touch.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jeromie Winsor".

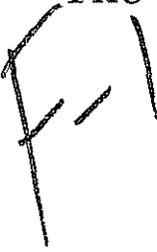
Jeromie Winsor, Chairman
Design Committee
Berwyn Main Street

cc: Mayor and City Council



Section F

Reports and Communications From The Mayor


The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

July 3, 2008

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

Re: Retirement of Deputy Fire Chief Michael Farnsworth

Ladies and Gentlemen:

I have received a letter from Deputy Fire Chief Michael Farnsworth announcing his retirement from the Berwyn Fire Department effective July 8, 2008, after three decades of service. Please join me in expressing the City of Berwyn's appreciation to Deputy Chief Farnsworth and wishing him well in his future endeavors.

Sincerely,

Michael A. O'Connor
Mayor



The City of BERWYN, Illinois Fire Department

FRANK SIMEK, Assistant Chief

DENIS O'HALLORAN, Fire Chief

6700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: 708.788.2660 ex1 251
Fax: 708 788 3990

Date: July 1, 2008

TO: Mayor Michael O'Connor
From: Assistant Chief Frank Simek
Subject: Retirement of Deputy Chief Michael Farnsworth

Dear Mayor,

I have received the attached letter from Deputy Chief Michael Farnsworth regarding his intention to retire from the Fire Department. His last day of service to be July 8, 2008. Please advise me of which way you would like us to proceed.

Respectfully,

Frank Simek
Assistant Fire Chief

June 12, 2008

To: Fire Chief Denis O'Halloran
Asst. Fire Chief Frank Simek
Berwyn Fire Pension Fund

I have finally made a decision on my pending retirement; my last day of work will be July 8th 2008. I appreciate the support and friendship that I have received from the Administration and Fire department members over my 30 plus years. It has given me great pleasure and satisfaction too serve in the different jobs that I have had over my career. I have been very fortunate to have worked with some very good and talented people and those will be remembered forever. The projects that I have in the works are nearing the end and should not cause any problems for the new D/C.

Respectfully:

A handwritten signature in cursive script, appearing to read "Michael Farnsworth". The signature is written in black ink and is positioned above the printed name.

Michael Farnsworth

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

July 3, 2008

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

Re: Appointment for Deputy Fire Chief position

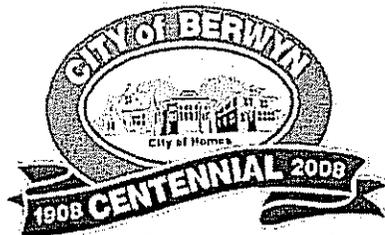
Ladies and Gentlemen:

I would like to promote Lieutenant Sam Molinaro to the position of **Deputy Fire Chief** effective July 9, 2008. Your approval will be appreciated.

Sincerely,

Michael A. O'Connor
Mayor

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

July 3, 2008

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

Re: Appointment for Berwyn Public Library unexpired term

Ladies and Gentlemen:

I would like to appoint Jill Bembenek to the Berwyn Public Library Board to complete the term of Matt Scharf expiring on June 12, 2010. Your approval will be appreciated.

Sincerely,

Michael A. O'Connor
Mayor



7900 West Division Street 708 366-2490
River Forest, IL 60305 www.dom.edu

Jill Bambenek
3532 Clinton Avenue South
Berwyn, IL 60402

June 30th, 2008

City of Berwyn
6800 West 26th Street
Berwyn, IL 60402

Dear Mayor Michael O'Connor –

This letter is to express my interest in becoming a member of the Berwyn Public Library Board. My related substantial experience as a professional librarian makes me a good candidate for a board position.

I have extensive experience in public libraries working in youth services, reference, and as a department head of young adult services. I have served on Metropolitan Library System committees including the Young Adult Task Force. Currently, I am employed as the Public Services Librarian at Dominican University in River Forest. As Public Services Librarian, I manage all public services departments at the Rebecca Crown Library including reference, circulation and media services.

I also teach as an adjunct faculty member in the Graduate School of Library and Information Science at Dominican University. I will be teaching the Library Materials for Young Adults course in fall 2008.

I have been a member of the American Library Association for 18 years and have served on the ALA Education Committee. I have presented at professional conferences including the Illinois Library Association's Annual Conference. I have been a resident of Berwyn for seven years and look forward to the opportunity to serve the community and the Library that means so much to me.

Sincerely,

Jill Bambenek
Public Services Librarian
Dominican University
7900 Division Crown 103
River Forest, IL 60305
jbambenek@dom.edu

JILL BAMBENEK

3532 South Clinton Avenue
Berwyn, Illinois 60402

E-mail: jbambenek@dom.edu

CAREER HISTORY

Dominican University, River Forest, Illinois, 2007 to present
Public Services Librarian

Oak Park Public Library, Oak Park, Illinois, 1995 - 2006
Manager of Young Adult Services

Minneapolis Public Library, Minneapolis, Minnesota, 1994-1995
Assistant to Coordinator of Young Adult Services: Reference and Children's Librarian

Hinshaw & Culbertson, Milwaukee, Wisconsin, 1992 - 1994
Law Librarian

PROFILE

- Extensive experience in management of public services
- Extensive experience as a reference and young adult librarian
- Outstanding supervisory, training, and teaching and instruction skills
- Excellent writing skills (including grant proposals, policies and procedures)
- Exceptional interpersonal skills and ability to relate well with faculty, staff, students and the public
- Superior public speaking and presentation skills

ACCOMPLISHMENTS

- *Excellence in Library Services to Young Adults Award* from ALA for the creation of an "After-Hours Coffeehouse" program for young adults at the Oak Park Public Library
- Supervisor of Reference, Circulation, Media Services and Interlibrary Loan Services
- Supervisor of Library staff including Circulation Coordinators, Media Center Coordinator and Student Assistants
- Currently teaching the Library Materials for Young Adults course in the Dominican University Graduate School of Library and Information Science.
- Coordinated and managed innovative six-branch of Homework Helper Centers in Minneapolis, which annually served thousands of Minneapolis teens
- Created innovative Young Adult Intern Program at Oak Park Public Library
- Extensive experience in programming, library instruction, outreach, and young adult related staff development.

EDUCATIONAL BACKGROUND

MLIS., University of Wisconsin-Milwaukee, 1993

B.A., Information Management, College of St. Catherine, 1991

Section G

Reports and Communications From The City Clerk



6-1
THE CITY OF **BERWYN, ILLINOIS**

Building A New Berwyn

MICHAEL A. O'CONNOR, *Mayor*

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

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

THOMAS J. PAVLIK
CITY CLERK

June 30, 2008

To: Mayor and City Council

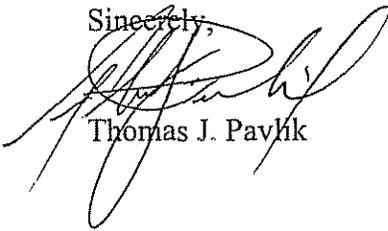
From: Tom Pavlik, City Clerk

Re: Public Hearing Chapter 1204.04 (54) Zoning Code "Single Housekeeping Unit"

Dear Ladies and Gentlemen,

Attached you will find the communication regarding Zoning Code – Change in Definition of "Single Housekeeping Unit," approve on May 27, 2008 and referred to the Clerk's office on June 10, 2008 to schedule a Public Hearing for above mention matter. I propose a Public hearing to be held on August 12, 2008 at 5:45 PM to comply with amending Chapter 1200 of the Zoning Codified Ordinances of Berwyn. I request your concurrence and approval to post and publish as required by Law.

Sincerely,


Thomas J. Pavlik



ITEM NO. 25
DATE JUN 10 2008
DISPOSITION Refer to
check for PIT
5518 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

LEGAL NOTICE / NOTICE OF PUBLIC HEARING
City of Berwyn, Cook County, Illinois

PUBLIC NOTICE is hereby given that on Tuesday, August 12, 2008, the Mayor and City Council of the City of Berwyn, Cook County, Illinois, will hold a public hearing at 5:45 p.m. at the City Hall of the City of Berwyn, 6700 West 26th Street, Berwyn, Illinois, on a proposed ordinance to amend the Definition of "Single Housekeeping Unit" in Chapter 1240.04(54) of the zoning code contained within the planning and zoning code of the City of Berwyn.

YOU ARE HEREBY invited to file with the City Clerk any written objections to the proposed amendment to the ordinance or to attend the aforesaid public hearing at which time you will be given an opportunity to be heard in respect to any issues pertaining to the proposed ordinance amending Chapter 1240.04(54). If you have any questions or want to obtain a copy of the proposed ordinance changes, or any other document, do not hesitate to contact Thomas J. Pavlik, City Clerk, City of Berwyn, 6700 West 26th Street, Berwyn, Illinois 60402, At 708.788.2660.

/s/Thomas J. Pavlik, City Clerk, City of Berwyn

July 12, 2008

Thomas J. Pavlik

From: Richard Bruen [rbruen@odelsonsterk.com]
Sent: Monday, June 23, 2008 1:27 PM
To: Thomas J. Pavlik
Subject: RE: Item J-7 -- "Single Housekeeping Unit" definition change

This looks good. Thanks Tom

From: Thomas J. Pavlik [mailto:TPavlik@ci.berwyn.il.us]
Sent: Friday, June 20, 2008 3:50 PM
To: Richard Bruen
Cc: Anthony T. Bertuca; Mayor O'Connor; Louise P. Sommese
Subject: RE: Item J-7 -- "Single Housekeeping Unit" definition change

Rich, check this over for the P/H notice. I figure we could have it on Aug 12th at 5:45 before CC and we can place it on the July 8th CC for approval and publish on July 12th which should satisfy the no more than 30, no less than 15 day notice. Please look it over, make any additions or corrections and send it back to me
Thanks,
Tom

From: Richard Bruen [mailto:rbruen@odelsonsterk.com]
Sent: Tuesday, June 03, 2008 4:52 PM
To: Thomas J. Pavlik; Louise P. Sommese
Cc: Robert J. Lovero; Mayor O'Connor
Subject: Item J-7 -- "Single Housekeeping Unit" definition change

Please put the attached on the Agenda for June 10, 2008. Thank you.

<<Ltr. T. Pavlik 6 3 08.pdf>>

Richard F. Bruen, Jr.

Odelson & Sterk, Ltd

Attorneys at Law

3318 West 95th Street

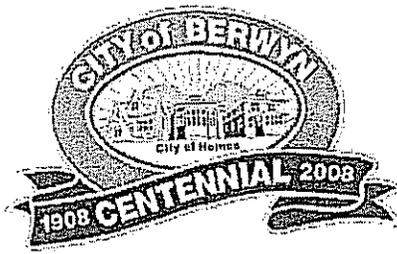
Evergreen Park, IL 60805

Phone No.: (708) 424-5678

Facsimile No.: (708) 425-1898

6/27/2008

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

July 2, 2008

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Referral to Cook County States Attorney, Public Integrity Bureau

Ladies and Gentlemen,

At the June 24, 2008 Berwyn City Council meeting, you had instructed me to forward two Law Department Deferrals to the States Attorney's attention. Attached you will find a copy of the letter addressing that issue and it will be sent out after the minutes of the June 24, 2008 City Council meeting minutes are approved, so that I may attach and attest to same. After discussion with Ms. Dianne Ghaster, Asst. States Attorney, she has requested I provide her office with a copy of the original Closed Fire and Police Committee meeting tape, as referenced in my letter to her attention. In order for me to comply with Ms. Ghaster's request, I need to approval of the City Council enabling me to do so. I have also contacted Ms. Heather Kimmons, Attorney for the Illinois Attorney Generals Office in Springfield. She has discussed the matter of reproducing a closed meeting tape and we discussed my interpretation of Sec. 2.06 (e) of the Open Meetings Act in with it states that only under Administrative or Judicial review can a tape be released. It is my contention that the Berwyn City Council can be interpreted as an Administrative Governing Body of the City and that it has clearly been ordered under review. I would ask for the City Councils concurrence and allow me to release a copy of the December 13, 2007 Closed Meeting tape of the Fire and Police Committee to the Cook County States Attorney Public Integrity Bureau.

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas J. Pavlik", is written over the typed name. The signature is fluid and cursive.

Thomas J. Pavlik



THOMAS J. PAVLIK
CITY CLERK

July, 8 2008

Ms. Dianne Ghaster
Assistant Cook County States Attorney
Public Integrity Bureau
2650 S. California
Chicago, Illinois 60608
(773) 869-6283

Ms. Ghaster,

Per our phone discussion of July 1, 2008, I am forwarding a matter from the Berwyn City Council meeting of June 24, 2008 in which the Council has instructed me to forward to the Cook County States Attorney's Public Integrity Office. The matter referred is two communications from the City of Berwyn Law Department regarding the Fire and Police Committee recommendations of two union grievances filed by the Illinois Municipal Police Association (IMPA) as attested by Fire and Police Committee Chairman Alderman Joel Erickson as an Employer Representative of the City of Berwyn and prepared by Richard F. Bruen, Jr. an attorney with the Law Firm of Odelson and Sterk, who represents the City of Berwyn, as the City Attorney.

The above referenced communication stems from grievances filed and heard by the Fire and Police Committee on December 13, 2007. It has been alleged by Fire and Police Committee Member, Alderman Nona Chapman, who was in attendance at the 12-13-07 meeting, that the conclusions of the Committee at that meeting have been misrepresented in the communications and documents prepared in response and presented to representatives of the union on behalf of the City of Berwyn.

The communications had been broken down and separated out as Grievance A, dated February 12, 2008 and Grievance B, dated February 29, 2008. Both were originally submitted to the city council meeting of May, 13, 2008 under a cover letter dated May 9, 2008 from Richard F. Bruen, Jr titled: Fire and Police Committee Recommendations. Both items were deferred at the May 13, May 27, and June 10, 2008 meetings. At the June 24, 2008 City Council Meeting it was voted upon and I was directed to bring the matter to the States Attorney Public Integrity Bureau for investigation.

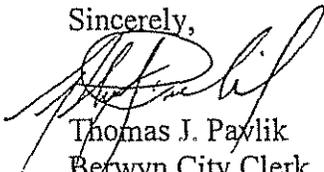
Attached you will find the two referred communications labeled J-1 and J-2 which contain the above referenced information. I am including copies of all the City Council minutes in which this matter was discussed. Per your request, I am also including a copy of the micro cassette tape of the Fire and Police Committee meeting held on 12-13-07.

The following is brief history as background for you to be able to understand the event sequence and other facts related to this matter.

A closed meeting of the Berwyn City Council Fire and Police Committee was properly noticed and convened on December 13, 2007. The meeting was attended by then City Attorney, Bruce Bonebrake (who had resigned his position with the city shortly thereafter,) Committee Chairman Alderman Erickson, Committee Member Alderman Chapman, Fire Chief Richard Kalivoda (also has since retired his position,) Fire Lt. Sam Molinaro, Fire Lt. Jerry Stechmiller, representatives from IMPA Union, Police Det. John O'Halloran and Det. James Sassetti. No written minutes (or drafts) have been submitted to my office, nor could be located or produced by the committee chairman, which he contends. However, a tape recording was made and submitted to my office which I have maintain on file as prescribed by the Open Meetings Act. On June 23, 2008 at about 4 PM, Alderman Chapman did request and listen to the tapes in my office and in my presence. Alderman Chapman, after reviewing the tape, contends that documents presented to the IMPA in answer to their grievances and to the Berwyn City Council in a communication under a cover letter prepared and presented by Rich Bruen, City Attorney, were falsified.

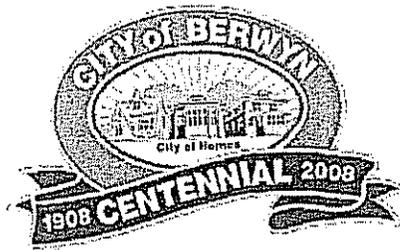
Finally, you will find a Certification from me Thomas J. Pavlik, City Clerk of Berwyn attesting to all documents, minutes, copy of the closed meeting tape and statements contained within this letter, to be true and accurate. Please contact me if you have any questions or concerns regarding this matter. Please direct any communication and/or actions from your office to my attention as well.

Sincerely,



Thomas J. Pavlik
Berwyn City Clerk
6700 W. 26th Street
Berwyn, IL. 60402
(708) 788-2670
tpavlik@ci.berwyn.il.us

Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

G-3

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www.berwyn-il.gov

July 3, 2008

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Special Meeting as requested by City Council

Ladies and Gentlemen,

At the last City Council meeting and the Committee of the Whole (COW) on June 24, 2008, several Aldermen had discussed and requested for you to call a Special Meeting to discuss budgetary shortfalls and alternatives to employee layoffs. Alderman Chapman's communication was referred to the COW for discussion and Alderman Skryd had a communication in which the council voted unanimously to call a Special Meeting to avert any layoffs. A meeting has not been called and you took it upon yourself to lay off Public Works Employees ahead of scheduled. In fact, less than two days after everyone on this council was willing to sit down and seriously address the financial situation of the City and find alternatives to employee cuts, once again, you have ignored the wishes of the Berwyn City Council. I had addressed you in an e-mail regarding this matter, in which I stated, "Shame on you Mr. Mayor," and now I am reiterating that publicly! I call for you, the Mayor of Berwyn, to comply with the wishes of the City Council and to call for a Special City Council meeting which all the matters regarding any budget deficit may and will be discussed. Also, to order your Department Heads to attend and allowed to be questioned by this Council and invite the public to be a part of the meeting with comments and questions as well. I also would ask that you suspend any further layoffs until this matter is resolved; to reinstate the laid off P/W employees and to suspend the contract with the independent tree service and allow our employees to do their jobs. I would ask for a motion of concurrence.

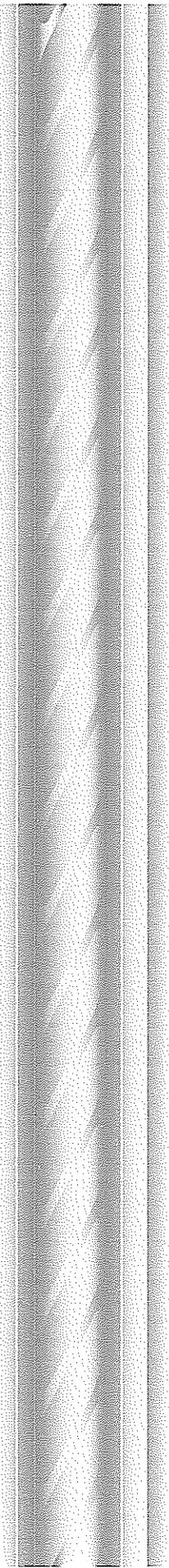
Thank you,

A handwritten signature in black ink, appearing to read "Tom Pavlik", is written over the typed name.

Thomas J. Pavlik

Section H

Communications From The Zoning Board of Appeals



Section I

Reports and Communications From Aldermen, Committees, Boards and Commissions



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

NONA N. CHAPMAN

First Ward Alderman

IM: (708) 484.Nona (6662)

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

July 2, 2008

Mayor Michael A. O'Connor

Members of the Berwyn City Council

Berwyn City Hall

SUBJECT: City Finances & Future Financial Strategy

Ladies and Gentlemen,

This is a follow-up to my last communication dated June 19, 2008.

Again, I request that city council take under consideration to halt the layoffs. We need to review an up to date balance sheet. We must obtain the dollar amount of the newly created departments and positions. We must determine the dollar amount saved by laying off 15 union employees, versus a breakdown of the expense for the Mayor's authorizing the hiring of two more outside contractors to complete the collection of debris.

I call for a joint public Special Sub-Committee Meeting to discuss the Future Financial Strategy of the City and request that all the Department Heads attend with their analysis toward budget cuts.

Nona N. Chapman
1st Ward Alderman

I-2

BUDGET CHAIRMAN MARK WEINER

3132 Wenonah

Berwyn, Illinois 60402

MarkWeiner1@Hotmail.Com

708-484-7512

Www.ThirdWardAlderman.Com

July 3, 2008

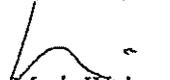
Re: Aldermanic Health Insurance

Council Members:

I have attached the relevant State law for changes in compensation. If health insurance is no longer going to be given as a perquisite to Alderpeople, then that change must take effect more than six months before the April, 2009 election. If there is going to be a non-partisan election, then the change must take effect more than six months before the February, 2009 election.

The clock is ticking. I respectfully request that this communication be sent to the Law Department for an ordinance that indicates that Alderpeople, as of the next election, are no longer entitled to health insurance, unless of course, they pay the premiums.

Very truly yours,



Mark Weiner

Hughes Socol Piers Resnick & Dym Ltd.

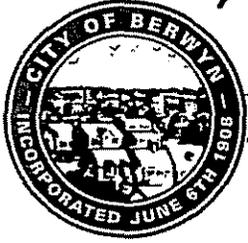
Attorneys at Law

65 ILCS 5/3.1-50-5 holds:

All municipal officers, except as otherwise provided, shall receive the salary or other compensation that is fixed by ordinance. Salaries or other compensation shall not be increased or diminished so as to take effect during the term of any officer holding an elective office. The salaries, fees, or other compensation of any appointed municipal officer, not including those appointed to fill vacancies in elective offices, may be increased but not diminished so as to take effect during the term for which the officer was appointed.

65 ILCS 5/3.1-50-10 holds:

The corporate authorities of a municipality may fix the salaries of all municipal officers and employees in the annual appropriation or budget ordinance. They may fix the salary of all officers who hold elective office for a definite term in an ordinance other than the appropriation or budget ordinance. The salaries that are fixed in the annual appropriation ordinance shall neither be increased nor diminished during the fiscal year for which the appropriation is made. The salaries that are fixed by ordinance for those officers who hold elective office for a definite term shall neither be increased nor diminished during that term and shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed.



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

Honorable Mayor Michael O'Connor
Members of City Council

July 2, 2008

RE: Two hour diagonal parking at 16th and Wesley

Ladies and Gentlemen,

There is currently a two hour limitation on the diagonal parkway parking just north of 16th street and on the east side Wesley directly adjacent to the district 98 offices. It is my belief that the restriction dates back some years to the days when this building housed Salerno's restaurant. With the recent resident only restrictions on Wesley directly south of 16th street as well as restrictions on 16th street itself, I would like to ask that you concur with my motion to eliminate the existing signs containing the two hour restriction. Your consideration would be greatly appreciated.

Respectfully Submitted,

Michael J. Phelan
6th Ward Alderman



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

Honorable Mayor Michael O'Connor
Members of City Council

July 2, 2008

RE: Trees at 21st and Wesley

Ladies and Gentlemen,

It has been nearly three years since Mayor O'Connor submitted a controversial proposal to allow developer Michael Adams to chop down three mature parkway trees and allow him to install diagonal parking in its place in order to help him market his condominiums at 21st and Wesley. Part of the agreement in the mayor's proposal was that Mr. Adams would replace not three but four new trees somewhere else throughout the ward.

In recent communication with Mr. Adams concerning the issue at hand, he replied to me that there was never anything in writing on his part. I have sent numerous emails to the mayor, requesting when the trees would be planted, what type and size of trees they would be, and where they would be planted. Not a single email was replied to on his part.

Therefore, since the mayor and his largest campaign fundraiser do not seem to be willing to hold up their end of the deal, it would be my motion to direct the finance director to withhold the releasing of any restoration deposits which were made when the permits were initially issued. In the absence of any restoration deposit, I would ask that you concur in my recommendation to authorize the city attorneys to pursue the developer's bond.

Your consideration would be greatly appreciated.

Respectfully Submitted,

Michael J. Phelan
6th Ward Alderman



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

Honorable Mayor Michael O'Connor
Members of City Council

July 2, 2008

RE: Employee conduct

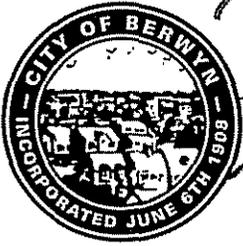
Ladies and Gentlemen,

It would be my motion to refer the employee discussed in the closed committee of the whole earlier this evening, to a closed session of the administration committee for a full investigation and to combine this investigation with the one currently underway by the human resource director.

Your consideration would be greatly appreciated.

Respectfully Submitted,

Michael J. Phelan
6th Ward Alderman



THE CITY OF **BERWYN, ILLINOIS**

Building A New Berwyn

MICHAEL A. O'CONNOR, *Mayor*

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

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

July 1, 2008

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

Mayor and Council:

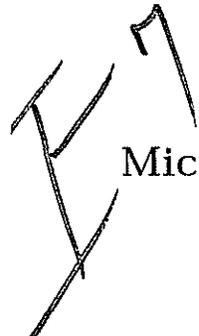
Based on my research of the Codified Ordinances of the City of Berwyn, as well as the current Personnel Policies Handbook, it is my belief that the City Council has the authority to retain and remove all Municipal employees. This authority can be found in Chapter 242, Section .08(b) of the Ordinances.

Therefore it would be my motion to reinstate the 5 public works employees who have been laid off to full employment. Any other proposed layoffs shall be tabled until the Aldermen can reach an agreement as to employee removals. Should the Mayor wish to again unilaterally trim the payroll, I would suggest he start with middle and upper management instead of the employee positions that directly service the residents of the City of Berwyn. This is where I believe most Aldermen will agree that more money will be saved and less impact will be felt by the residents.

Please join me in concurring with this proposal.

Respectfully,

**Robert J. Lovero
7th Ward Alderman**



Michael A. O'Connor
Mayor



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

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www.berwyn-il.gov

July 2, 2008

From 8th Ward Alderman Joel Erickson

**To Mayor O'Connor and
The Berwyn City Council**

Regarding: Petition For Referendum

Ladies and Gentlemen:

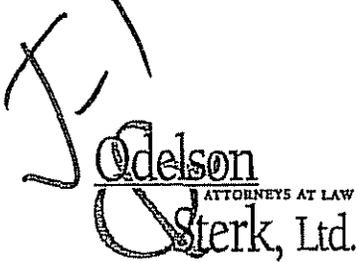
I move to put a binding referendum on the November 4, 2008 ballot asking the voters of Berwyn if they want to elect the city officials through a non-partisan election rather than the political partisan election process currently in place.

Respectfully,

Joel Erickson

Section J

Staff Reports



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

July 1, 2008

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

RE: Communication Regarding the Bobby Buonauro Clinic – 3245 S. Grove Avenue

Dear Mr. Pavlik:

On April 8, 2008, the Berwyn City Council remanded the Bobby Buonauro Clinic conditional use application at 3245 S. Grove Avenue for a determination of use type, and, upon such determination, an application of the appropriate standards under the Berwyn Zoning Code. Attached is the Berwyn Zoning Board of Appeals' (ZBA) response to the City Council's direction. The Executive Secretary to the ZBA has determined that the applicable use is a Group Medical Center and that, in his opinion, an additional hearing is not needed. Please place this item on the July 8, 2008 Committee of the Whole Agenda for consideration of the ZBA's recommendation by Council.

Very truly yours,

Matthew M. Welch

2/4
1/3

Millon F. Persin

ATTORNEY AT LAW
3525 CASS COURT - UNIT 505
OAKBROOK, ILLINOIS 60529

16301655-4323 FAX: 16301655-4358

Tom Pavlik
City Clerk
6700 W. 26th street
Berwyn, Illinois 60402

RE: Bobby Buonauro Clinic-3245 Grove Avenue

FAX TO: 708-788-2675 Pages _____; Time: _____.

Dear Tom:

I received a copy of the letter dated 5/30/08 that you sent to Joel Chrastka and I did communicate with Joel by telephone.

The Board was asked to have a hearing on an appeal from the decision of a City Official declining a business permit for a Medical Office as a restricted use in a Retail Overlay District. The Board heard all the evidence and unanimously approved the Conditional Use. I believe that the resolution as presented to the City Council contains all the facts in regard to the proposed business and the documents and area investigators written report within the file further supplements the testimony at the hearing.

It seems that the City Council is asking the Zoning Board of Appeals to answer some questions that can be answered by review of the resolution. Remanding this back to the Zoning Board will involve questioning the same witnesses and getting the same answers. If the City Council needs some additional investigation, they have the authority to obtain such information direct from the applicant as the Zoning Board of Appeals has no jurisdiction to make such a request after a final decision is rendered. As to the kind of use determination, this is a legal question and should be answered by the City Attorney or an outside Law Firm after review of the facts in the resolution.

3/5
2/5

Here are my other comments:

The Board made a decision based on a declination for a Medical Office in an RO Retail Overlay District. See following definitions and Sections:

92. MEDICAL OFFICE. "Medical Offices" means an office generally in the category of medical offices, OTHER THAN GROUP MEDICAL CENTERS, including....."

63. GROUP MEDICAL CENTER. "Group Medical Center" means "TWO OR MORE DOCTORS PRACTICING IN ANY BRANCH OF PATIENT CARE....."

1258.14-c-2C-Includes Medical Offices as a restriction in the Retail Overlay District, BUT THERE IS NO RESTRICTION THAT APPLIES TO A GROUP MEDICAL CENTER.

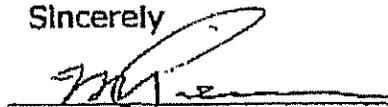
1258.02- h: A Group Medical Center is allowed as a Conditional Use.

See Paragraph 3 of the resolution where Mr. Sal R. Sottile, the Assistant Director for the proposed Medical Facility, testified that they will be hiring 2 to 3 licensed doctors and see Paragraph 7 of the resolution where Mrs. Hernandez, the area investigator in her investigation report, states that she was told that the initial staff will consist of 2 doctors.

Based on this testimony and information in the file, this Medical Clinic should have the status of a Group Medical Center as defined in #63. Therefore, the conclusion is that the Conditional Use that was granted should have been granted without reference to the RO Retail Overlay District as it is not listed as a Restricted Use, and should also apply generally as a Conditional Use in this C-2 District.

I hope the above will help you in your final determination.

Sincerely



Milton F. Persin

cc- Joel Chrastka
Mayor Michael A. O'Connor

Read
6/18/08
que



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

July 1, 2008

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th St.
Berwyn, IL 60402

Re: 7102 W. 34th St. - 5' Iron Fence

Dear Clerk:

Attached find an ordinance which reflects the City Council's vote on Item I-2 on the June 24, 2008 agenda. At the request of Alderman Nona Chapman, please place this on the City Council agenda for July 8, 2008. If you have any questions, do not hesitate to contact me.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

Attachment

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER-

**AN ORDINANCE ALLOWING A VARIATION FROM THE ZONING
CODE FOR THE PROPERTY COMMONLY KNOWN AS
7102 34th STREET, BERWYN, ILLINOIS
AND WHICH IS LOCATED IN AN A-1 ZONING DISTRICT**

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

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

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

ORDINANCE NO. 08 - _____

**AN ORDINANCE ALLOWING A VARIATION
FROM THE ZONING CODE FOR THE
PROPERTY COMMONLY KNOWN AS
7102 W. 34th STREET, BERWYN, ILLINOIS
AND WHICH IS LOCATED IN AN A-1 ZONING DISTRICT**

WHEREAS, Shana and Scott Spencer, the residents of a parcel of property (the "*Applicants*"), commonly known as 7102 W. 34th St., Berwyn, Illinois (the "*Subject Property*"), are seeking permission to build a 5' iron fence that does not meet the requirements of Chapter 1272 of the Zoning Code; and

WHEREAS, the Subject Property is located in a A-1 Single-Family Residence District; and

WHEREAS, on June 24, 2008, the City Council voted to waive the requirements of Chapter 1244 of the Berwyn Code and approve the Applicants' request for variance to build the proposed 5' iron fence at the Subject Property.

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

SECTION ONE

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

SECTION TWO

The City Council will bypass the requirements of Chapter 1244 of the Berwyn Code and allow Applicants to build a 5' iron fence at the Subject Property. The matter is referred

to the Building Department for the issuance of the necessary permits. Any and all improvements made to the subject property shall be completed in accordance with all other existing zoning, building set back, building fire and safety ordinances of the City of Berwyn and the specific conditions imposed in this ordinance.

SECTION THREE

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

SECTION FOUR

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

SECTION FIVE

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

SECTION SIX

The City Clerk is directed to send a copy of this ordinance to the aforesaid applicant as notification of its passage and approval.

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

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

Michael A. O'Connor
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK



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

July 2, 2008

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th St.
Berwyn, IL 60402

Re: June 24, 2008 Agenda, Item I-3, Layoffs

Dear Clerk:

As part of Item I-3 on the June 24, 2008 City Council agenda, Alderwoman Chapman asked the Law Department to research whether it is allowable to lay off only Union employees. According to applicable law, it is allowable, unless the decision is rooted in anti-union animus and there is no legitimate business reason for the lay off.

The relevant statute is the Illinois Public Labor Relations Act. 5 ILCS 315/1 et seq. Section 6(a) of the Act give public employees the right to organize and bargain collectively, and engage in concerted activity free from interference, restraint or coercion from their public employer. 5 ILCS 315/5. An employer commits an unfair labor practice by interfering with a public employee's exercise of rights guaranteed by the Labor Relations Act or by discriminating in regard to any term or condition of employment due to the employee's protected union activity. 5 ILCS 315/10(a).

To establish an unfair labor practice, it must be proven that the employee's protected activity was a substantial or motivating factor in the decision to terminate the employee. *City of Burbank v. Illinois State Labor Relations Bd.*, 128 Ill.2d 335, 346 (1989). If that can be established, the burden shifts to the employer to articulate a legitimate reason for the discharge. *Id.* Even if "anti-union animus" is established, there is no unfair labor practice if the employee would have been terminated for a legitimate business reason. *Id.*

In short, it is allowable to lay off only union employees, unless the decision is motivated by anti-union animus *and* there is no legitimate business reason for the lay off.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt



July 2, 2008

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th St.
Berwyn, IL 60402

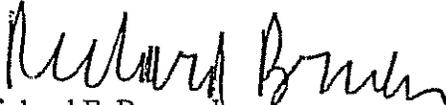
Re: Metra Lease – Parking Resolution

Dear Clerk:

On December 12, 2007, the Council passed Ordinance No. 07-63, which approved the Station Agreement between the City of Berwyn and BNSF Railway Company. A copy of the Ordinance and the Agreement are attached. Unfortunately, BNSF never executed the Agreement because the issue of commuter parking remained unresolved.

The attached draft Section 7 to the Lease is the proposed compromise of the parties. Please put these items on the Agenda for the July 8, 2008 Committee of the Whole and City Council Meeting for discussion and consideration.

Very truly yours,


Richard F. Bruen, Jr.

RFB/jt

Attachments

Section 7. PARKING

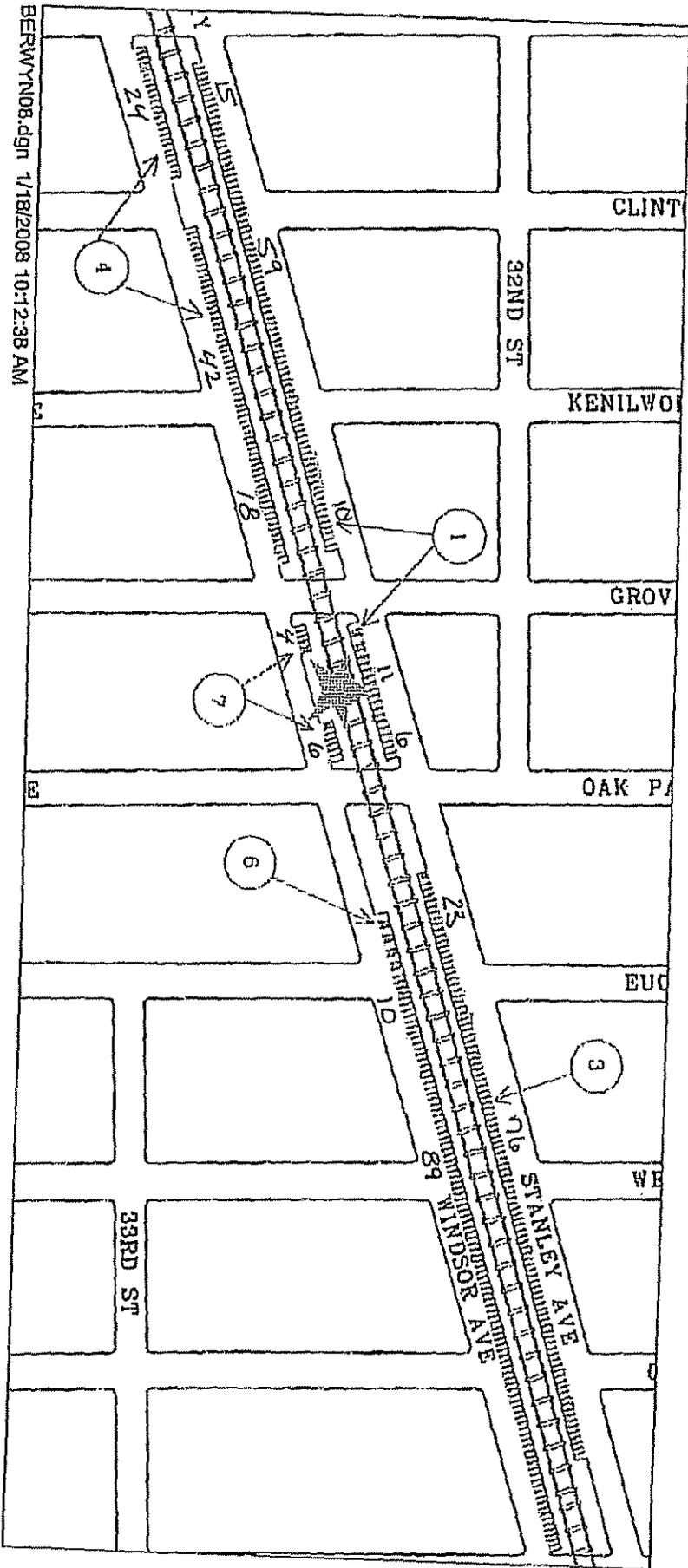
A. During the Term, Municipality shall allow commuter patrons at least twelve (12) hours of continuous commuter parking at rates as may from time to time be established by the Berwyn City Council by ordinance, which rates shall be established at a level high enough to cover the Leased Premises Costs; provided that in no event shall Municipality charge a rate of less than \$30.00 per month and not less than \$2.00 for twelve (12) hours. The parties stipulate and agree that, at the Effective Date: (i) the parking rate for commuter parking is \$30.00 per month and \$2.00 for twelve (12) hours and (ii) the minimum number of parking spaces available at the Leased Premises for commuter parking is 768.

B. 166 spaces at the Leased Premises may be used for non-commuter purposes so long as the monthly permit rate is collected and treated as Leased Premises Revenues. A map illustrating the 166 non-commuter parking spaces at the Leased Premises is attached as Exhibit B.

C. If Municipality wishes to reduce the number of parking spaces reserved for non-commuter uses it shall advise BNSF in writing of such reduction or of subsequent increases, but at no time shall there be more than 166 parking spaces at the Leased Premises used for non-commuter purposes. Further, BNSF may discontinue any non-commuter parking space use on the Leased Premises upon one hundred and eighty (180) day notice to Municipality, but only if Metra requests additional commuter parking on the Leased Premises.

D. Municipality may, from time to time, increase the parking rates charged patrons for use of commuter parking spaces located on the Leased Premises and at the Parking Deck, provided that such increases shall be subject to the prior approval of BNSF. In the event Municipality proposes to increase such rates, Municipality shall provide a written notice to BNSF of the proposed increase. If BNSF shall fail to approve or disapprove such rate increase in writing within a period of sixty (60) days from the date that notice is received, approval shall be deemed to have been given and Municipality may institute the proposed increase. General parking may be permitted at commuter spaces on the Leased Premises and at the Parking Deck after 5:00 p.m. on weekdays and, additionally all day on Saturdays, Sundays and holidays, with or without charge, providing the same shall not interfere with the needs of the commuting public on the following day.

E. During the Term, the number of commuter parking spaces available at the Leased Premises and Parking Deck may be relocated, traded, and/or reduced from time to time as agreed by the parties in writing.



COMMUTER PARKING

Non-Commuter Parking

Changes

- 1 -> increased Non-Commuter 25 Spaces
 - 3 -> increased Non-Commuter 12 Spaces
 - 4 -> increased Non-Commuter 36 Spaces
 - 6 -> increased Non-Commuter 9 Spaces
 - 7 -> No Change
- = 80 additional Non-Commuter

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER- 07-63

**AN ORDINANCE APPROVING A STATION AGREEMENT
BETWEEN THE CITY OF BERWYN AND BNSF RAILWAY
COMPANY IN THE CODIFIED ORDINANCES OF THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS**

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

**Nona Chapman
Jim Ramos
Mark Weiner
Michele Stryd
Michael Phelan
Robert Lovero
Joel Erickson
Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on _____

ORDINANCE NUMBER - 07-63

AN ORDINANCE APPROVING A STATION AGREEMENT BETWEEN THE CITY OF
BERWYN AND BNSF RAILWAY COMPANY

WHEREAS, the City of Berwyn (the "City"), is a Home Rule the City within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and, as such, may exercise any power and perform any function pertaining to its government and affairs:

WHEREAS, The City and Burlington Northern, Inc., predecessor-in-interest to BNSF, entered into a Contract and Lease Agreement dated March 1, 1979 (the "Original Lease"), regarding certain premises along and adjacent to BNSF's line of railroad within The City's boundaries, such premises being further described therein.

WHEREAS, the City and Burlington Northern Railroad Company, predecessor-in-interest to BNSF, entered into that certain First Amendment to Contract and Lease Agreement dated March 17, 1986 (the "First Amendment"), whereby the parties amended the Original Lease to, among other things, extend the term thereof. The Original Lease as amended by the terms of the First Amendment shall be referred to herein as the "Lease".

WHEREAS, the Lease expired on April 30, 2006.

WHEREAS, the City and BNSF wish to agree with each other concerning the continued use of the premises described in the Lease under terms and conditions providing for the rights and obligations of the parties.

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 recital is incorporated herein and made a part hereof.

Section 2. That the Station Agreement between the City of Berwyn and BNSF Railway Company, for a period commencing May 1, 2006 through April 30, 2031 is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

Section 3. That the Mayor and Corporation Counsel are hereby authorized to undertake any and all actions as may be required to implement and enforce the provisions of said Lease, and, in particular, any and all undertakings on the part of the City as itemized therein.

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

ADOPTED this 11 day of December, 2007, pursuant to a roll call vote as follows:

	YES	NO	<i>Excused</i> ABSENT	PRESENT
Chapman	✓			
Ramos			✓	
Weiner	✓			
Stroyd	✓			
Phelan	✓			

Lovero	✓			
Erickson	✓			
(Mayor O'Connor)				
TOTAL	6	1		

APPROVED by the Mayor on 12/12, 2007.

Michael A. O'Connor

Michael A. O'Connor
MAYOR

ATTEST:

Thomas J. Pavlile
Thomas J. Pavlile
CITY CLERK



**STATION AGREEMENT BETWEEN THE CITY OF BERWYN
AND BNSF RAILWAY COMPANY**

THIS STATION AGREEMENT ("Agreement") is made to be effective as of May 1, 2006 (the "Effective Date") by and between the CITY OF BERWYN, ILLINOIS, a home rule municipal corporation (the "Municipality"), and BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF").

RECITALS

A. Municipality and Burlington Northern, Inc., predecessor-in-interest to BNSF, entered into that certain Contract and Lease Agreement dated March 1, 1979 (the "Original Lease"), regarding certain premises along and adjacent to BNSF's line of railroad within Municipality's boundaries, such premises being further described therein.

B. Municipality and Burlington Northern Railroad Company, predecessor-in-interest to BNSF, entered into that certain First Amendment to Contract and Lease Agreement dated March 17, 1986 (the "First Amendment"), whereby the parties amended the Original Lease to, among other things, extend the term thereof. The Original Lease as amended by the terms of the First Amendment shall be referred to herein as the "Lease".

C. The Lease expired April 30, 2006.

D. Municipality and BNSF wish to agree with each other concerning the continued use of the premises described in the Lease under terms and conditions providing for the rights and obligations of the parties.

AGREEMENTS

NOW, THEREFORE, in order to continue to promote public safety and comfort in the Commuter Stations (defined below), to ensure that these travel facilities continue to be properly maintained and repaired, and the grounds around them properly cared for and beautified, and in consideration of the mutual covenants and agreements hereinafter set forth, Municipality does hereby contract, promise and agree with BNSF, and BNSF does likewise contract, promise and agree with Municipality, as follows:

Section 1. LEASE OF PROPERTIES

A. For an annual rental of One Dollar (\$1.00) payable by Municipality, BNSF hereby leases to Municipality and Municipality does hereby lease from BNSF the parcels of land described in Exhibit "A" attached hereto, but exclusive of any and all improvements thereon (collectively, the "Leased Premises"), for a period of twenty-five (25) years (the "Term") commencing May 1, 2006, and expiring April 30, 2031, unless earlier terminated as provided herein. The Leased Premises encompass the three commuter stations known as: (i) Berwyn Depot, located at or near the intersection of Oak Park Avenue and Windsor Avenue; (ii) LaVergne Station, located at or near the intersection of Ridgeland Avenue and Windsor Avenue; and (iii) Harlem Avenue Station, located at or near the intersection of Harlem Avenue and

Windsor Avenue (collectively, the "Commuter Stations") The legal descriptions of the Leased Premises are shown on Exhibit "A" attached hereto and by this reference made a part hereof.

Provided, however, that BNSF reserves unto itself, its successors, assigns and licensees the right to use the Leased Premises in the general conduct of its railroad business, to operate and maintain pipelines, telephone, fiber optic lines, signal lines, electric transmission lines and other facilities of like character as may now or in the future exist upon, over or under said Leased Premises, and to construct, operate, maintain and renew such additional facilities thereon so long as the same will not interfere with the use of said Leased Premises for the purposes hereinafter set forth.

B. Municipality shall use the Leased Premises only for the following purposes and for no other purpose whatsoever:

- (1) to provide BNSF's patrons with commuter station Facilities (as hereinafter defined), including without limitation a waiting room or rooms, platforms, canopies and other appropriate facilities adequate for current patronage use;
- (2) to provide and maintain parking stalls in associated parking facilities and along the Leased Premises;
- (3) to provide facilities on or in conjunction with the Leased Premises for convenient drop-off or pick-up of BNSF's patrons, either by car or by bus, at the Commuter Stations; and
- (4) for such other uses as are expressly permitted under the terms of this Agreement or pursuant to separate agreement.

C. Municipality agrees that none of the Leased Premises will be used, nor will Municipality permit the Leased Premises to be used, for parking within twenty (20) feet of the center line of any trackage.

D. Any portion of the Leased Premises within twenty (20) feet from the nearest rail of BNSF's trackage can only be used for the construction, maintenance, repair and renewal of platforms, canopies and landscaping only (subject to legal clearance requirements) and for no other purpose whatsoever.

E. During the Term of this Agreement, Municipality shall pay or cause to be paid all taxes, special assessments, license fees or other governmental charges or fees which may become due or which may be assessed or levied upon or against the Leased Premises or any Facilities located thereon, or in any manner arising from or growing out of any activities conducted on the Leased Premises by Municipality, its subtenants, licensees or assigns. Such taxes, special assessments, license fees or other governmental charges or fees may be treated for the purpose of this Agreement as Leased Premises Costs within the provisions of Section 5 below.

Section 2. FACILITIES

As a result of a prior sale of the station building, platforms, canopies, stairways, lighting, shelters, entrances and exits, sidewalks, driveways and walkways (collectively, these improvements, including any subsequent improvements thereto or replacements thereof, are

referred to herein as the "Facilities") from BNSF to Municipality pursuant to the terms enumerated in the Original Lease, Municipality possesses all rights, title and interest in and to the Facilities at and near the Harlem Avenue Station. BNSF retains all rights, title and interest in and to the Facilities at and near the Berwyn Depot and the LaVergne Station.

Section 3. USE OF LEASED PREMISES AND FACILITIES BY MUNICIPALITY

A. Municipality agrees that the Leased Premises and Facilities located thereon will be used for the provision of commuter rail service, unless such continued use is made impossible by lawful action of the Regional Transportation Authority or unless BNSF is lawfully permitted to cease operations. The Facilities shall be so used for the Term of the Agreement as set forth in Section 1 above or for the period of the useful life of such Facilities, whichever is less. The Facilities shall be operated and utilized for the use, comfort, safety and convenience of the patrons of BNSF's commuter train service.

B. Subject to the prior written approval of BNSF, and upon reasonable financial terms to be mutually agreed upon by the parties, Municipality shall be permitted to utilize the Leased Premises and Facilities located thereon for the location and operation of commercial, retail or municipal enterprises, provided that they do not unduly interfere with the use of the Leased Premises and Facilities for the purposes contemplated by this Agreement. Any revenues realized from the use of the Leased Premises or Facilities, including without limitation revenues generated by parking fees, commercial, retail or municipal enterprises as permitted herein (collectively, "Leased Premises Revenues"), shall be applied by Municipality against Leased Premises Costs (as hereinafter defined) as set forth in Section 5 below.

C. Municipality agrees not to construct any Facilities or other improvements upon the Leased Premises without the prior written consent of BNSF of the proposed use, such approval to be in BNSF's reasonable discretion. If the proposed use is approved by BNSF in writing, all Facilities or other improvements constructed upon the Leased Premises must be approved in advance of construction by BNSF with respect to design, location and construction standards. Failure of BNSF to give such approval, conditional approval or disapproval within sixty (60) days after receipt of Municipality's submission of design plans, location and construction standards shall constitute approval.

D. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, however, Municipality will not (a) use, occupy or permit the use or occupancy of the Leased Premises in any manner which violates any law, statute, regulation, ordinance, order, covenant, restriction or decision of any court of competent jurisdiction, or is dangerous to life or property, or creates a public or private nuisance, or for a use other than a permitted use hereunder; (b) keep, or permit to be kept, any substance in or conduct, or permit to be conducted, any operation from the Leased Premises which might emit offensive odors or conditions, or make undue noise or create undue vibrations; or (c) commit or permit to remain any waste to the Leased Premises. Additionally, in no event shall Municipality use, occupy or permit the use or occupancy of the Leased Premises for any of the following: (i) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; (ii) any type of "flea-market" or "tent" sales; (iii) any pool or billiard room; (iv) any amusement arcade, "bingo" parlor, or game center; (v) any type of bar, tavern, nightclub or discotheque; (vi) any type of "head shop"; (vii) any massage parlor, modeling studio, tanning salon or establishment where men or women are engaged in salacious activities or any type of establishment that would be considered a sexually oriented business by prevailing community standards; or (viii) any business engaged in the rental and/or sale of pornographic literature or video products.

Section 4. WAIVERS OF LIEN

Municipality agrees to require each Contractor (as hereinafter defined) performing any work upon the Leased Premises to furnish waivers of lien prior to making final payment to such Contractor.

Section 5. LEASED PREMISES REVENUES AND COSTS

A. During the Term of this Agreement, Municipality shall collect and apply the Leased Premises Revenues to the payment of all reasonable and actual costs and expenses of operating, maintaining, repairing, cleaning, heating, insuring and lighting the Facilities on the Leased Premises, including the cost of snow and ice removal, grass and weed cutting, tree and shrubbery care and sewer, water and other utility charges, including a reasonable allocation of administrative overhead not included in the foregoing charges (collectively, "Leased Premises Costs").

B. After Municipality shall have been fully reimbursed for all Leased Premises Costs, the balance, if any, of any Leased Premises Revenues earned on the Leased Premises shall be set aside to cover the cost of any commuter-related capital expenditures or major maintenance work on the Leased Premises.

C. Municipality shall keep adequate records concerning the collection of Leased Premises Revenues from the Leased Premises, and of all Leased Premises Costs, and shall institute and maintain adequate internal controls for the proper collection and accounting for such Leased Premises Revenues and Leased Premises Costs. Once a year, BNSF may request paper copies of the Municipality's financial reports and budgets regarding Leased Premises Revenues. Municipality shall send paper copies of requested documents to BNSF within thirty (30) days of receipt of request. In addition to and not in limitation of the foregoing, BNSF shall have the right, upon ten (10) days' notice, to examine the books and records of Municipality relative to the collection of such Leased Premises Revenues and the payment of such Leased Premises Costs.

E. Municipality may receive donations to finance operations, maintenance and reconstruction of the Berwyn Depot and such donations shall not be included in Leased Premises Revenues.

Section 6. MAINTENANCE AND OPERATION OF LEASED PREMISES

A. During the Term of this Agreement, Municipality shall operate, maintain and repair, as necessary, the Facilities located on the Leased Premises, and shall keep the Facilities and the Leased Premises in a good state of repair, appearance, order and cleanliness, corresponding to standards that apply to public buildings, grounds and facilities otherwise owned or operated by Municipality.

B As part of its obligation to operate the Facilities, Municipality shall provide:

- (1) two parking spaces each at each Commuter Station that has a ticket agent, and one parking space at each Commuter Station that does not have a ticket agent, and one parking space at each grade crossing, all such parking spaces to be reserved for BNSF's sole and exclusive use.

Municipality shall cause such spaces to be appropriately marked for BNSF's exclusive use, and Municipality shall police such spaces and spots to ensure BNSF's exclusive use;

- (2) an enclosed room, no smaller than eight (8) feet by eight (8) feet in size, at the Berwyn Depot suitable for BNSF's use as an agency room for ticket sales and for public information purposes (the "Agency Room"). Municipality, as part of the Leased Premises Costs, shall equip the Agency Room with the following:
 - (i) a private toilet and wash basin, for BNSF's sole and exclusive use
 - (ii) heating and air conditioning
 - (iii) a built-in patron window
 - (iv) a cash and record storage drawer
 - (v) a three (3) drawer filing cabinet
 - (vi) a small safe and built-in desk;
- (3) heat, water and light to the Commuter Stations, including the Agency Room at the Berwyn Depot, and shall cause each of the Commuter Stations to be open and heated in accordance with the requirements lawfully imposed by the agency regulating the service; and
- (4) all commuter parking improvements shall be designed, constructed and installed by, or for and on behalf of Municipality, but each such improvement located on the Leased Premises shall be subject to BNSF's prior written approval regarding plans, specifications and location, which approval shall not be unreasonably withheld.

C. When necessary to the safety and convenience of persons using the Leased Premises, Municipality shall promptly remove ice and snow from the platforms, entrances, exits, sidewalks, driveways and parking areas, located on the Leased Premises, and when necessary, shall de-ice the same (except for parking areas) with commercial products in order that they will be suitable for use.

Section 7. PARKING

During the Term, Municipality shall allow commuter patrons at least twelve (12) hours of continuous commuter parking at rates as may from time to time be established by the Berwyn City Council by ordinance, which rates shall be established at a level high enough to cover the Leased Premises Costs; provided that in no event shall Municipality charge a rate of less than _____ for twelve (12) hours. The parties stipulate and agree that, at the Effective Date: (i) the parking rate for commuter parking is \$_____ for twelve (12) hours and (ii) the minimum number of parking spaces available at the Leased Premises for commuter parking is _____. Municipality may, from time to time, increase the parking rates charged patrons for use of commuter parking spaces located on the Leased Premises, provided that such increases shall be subject to the prior approval of BNSF, which approval shall not be unreasonably withheld. In the event Municipality proposes to increase such rates, Municipality shall provide a written notice to BNSF of the proposed increase. If BNSF shall fail to approve or disapprove such rate increase in writing within a period of sixty (60) days from the date that notice is received, approval shall be deemed to have been given and Municipality may institute the proposed increase. General parking may be permitted on the Leased Premises after 5:00 p.m. on

weekdays and, additionally all day on Saturdays, Sundays and holidays, with or without charge, providing the same shall not interfere with the needs of the commuting public on the following day.

Section 8. INSURANCE

For purposes of this Section 8, "Railroad" shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each. Municipality shall mean "City of Berwyn Municipal Corporation," and its officers, officials, agents, employees, and authorized representatives.

Municipality is allowed to self-insure without the prior written consent of Railroad. Unless otherwise covered by any risk insurance policy provisions, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Municipality in lieu of insurance in an amount not to exceed \$1,000,000.00 in aggregate. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Municipality's insurance will be covered as if Municipality elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Municipality promises and agrees, during the Term of this Agreement, to provide adequate proof of self-insured retention or other financial responsibility to Railroad, such proof to demonstrate to Railroad's satisfaction that Municipality's self-insurance or other financial responsibility provides substantially the following coverages and minimum amounts, and meets the other standards and requirements stated herein.

In the alternative to self insurance, Municipality may furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alternation. This cancellation provisions shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this Agreement, Municipality will make available any required policy covering such claim or lawsuit. Required coverage in the event Municipality elects to obtain insurance from an insurance company will be as follows:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - † Bodily Injury and Property Damage
 - † Personal Injury and Advertising Injury
 - † Fire legal liability
 - † Products and completed operations

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
 - † Bodily injury and property damage

- ♦ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ♦ Municipality's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ♦ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Other Requirements:

All policy(ies) (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and Railroad shall be named as an additional insured with respect to work performed under this Agreement. Severability of interest and naming Railroad as additional insured shall be indicated on the certificate of insurance.

Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Failure to provide evidence as required by this Section 8 shall entitle, but not require, Railroad to terminate this Agreement pursuant to Section 11(A). Acceptance of a certificate that does not comply with this Section 8 shall not operate as a waiver of Municipality's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Municipality shall not be deemed to release or diminish the liability of Municipality. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

The ballasted right-of-way and tracks are not part of the Leased Premises, and it is understood that such areas are excluded from this insurance requirement.

Section 9. PROCEDURES AS TO REPAIRS, TERMINATION OF PRIOR AGREEMENTS AND PROHIBITION OF ASSIGNMENT

A. To the extent any Facilities or other improvements are constructed, improved or rehabilitated by Municipality under the terms of this Agreement, Municipality shall arrange therefore at its expense, using outside Contractors if it chooses. When necessary, Municipality shall arrange for the repair and replacement of any Facilities or other improvements located or to be located on the Leased Premises, using Leased Premises Revenues, other revenues and/or insurance proceeds, as the case may be, for such repairs and replacements.

B. With respect to capital replacement of all or any portion of the Facilities at the end of such Facilities' (or portion thereof) useful life, BNSF and Municipality will jointly seek appropriate funding to make necessary capital improvements to the Facilities. Under no

circumstances will either BNSF or Municipality be individually obligated to bear the entire cost of capital improvements to the Facilities at the end of such Facilities' (or portion thereof) useful life.

C. This Agreement is effective as of May 1, 2006, without prejudice to any liability accrued prior to this effective date. This Agreement may be modified only by a written agreement signed by BNSF and Municipality.

D. Municipality may not transfer or assign this Agreement to any other person or party without the prior written consent of BNSF, and any successor to Municipality will be required in writing to fulfill all of the requirements, terms and conditions herein contained.

Section 10. MUNICIPALITY'S USE OF CONTRACT SERVICES

It is understood and agreed that Municipality may contract with outside parties to furnish maintenance or operational services in and about the Leased Premises, and Municipality may reimburse itself for the cost of those contract services as Leased Premises Costs under the provisions of Section 5 above.

Section 11. TERMINATION CLAUSE

A. If either party to this Agreement shall fail to perform its substantive duties and obligations hereunder, the other party may deliver a written complaint to the delinquent party specifying the claimed failures, and demanding they be corrected. If the notified party fails to satisfy this demand, or fails to adequately satisfy said demand within forty (40) days, the complaining party may, upon thirty (30) days' written notice to the delinquent party, declare this Agreement to be terminated.

B. After such termination, each party may pursue such legal remedies as it may elect to serve its own interest

C. If BNSF ceases commuter rail passenger service to the Harlem Station, then the Facilities located at the Harlem Station shall revert to BNSF and this Agreement will terminate solely with respect to the Harlem Station; provided that in such event this Agreement shall continue in full force and effect as to the other Commuter Stations. If BNSF ceases commuter rail passenger service to the Berwyn Depot and/or LaVergne Station, then this Agreement will terminate solely with respect to the location or locations where such service has ceased; provided that in such event this Agreement shall continue in full force and effect as to the other Commuter Stations to which commuter rail passenger service is still being provided.

Section 12. CONTRACTORS' INSURANCE REQUIREMENT

In all contracts executed by Municipality for the construction, rehabilitation, improvement, repair or maintenance of the Facilities or other structures or improvements located on the Leased Premises, or to be located on such Leased Premises, Municipality will require appropriate clauses to be inserted into its contracts requiring Municipality's outside consultants, contractors and subcontractors of any tier (collectively, "Contractors") to indemnify BNSF and Municipality, and their affiliated companies and each of their partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, the "Indemnitees"), for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and

remediation and governmental oversight costs) environmental or otherwise (collectively, "Liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) the work performed or to be performed by such Contractor, even if such Liabilities arise from or are attributed to, in whole or in part, any negligence of any Indemnitee. In addition, prior to the commencement of any construction, rehabilitation, improvement, repair or maintenance activities on the Leased Premises by any Contractor pursuant to a contract or contracts that sets forth a total amount (including costs of labor, materials and overhead and profit) to be paid to Contractor that equals or exceeds \$50,000, Municipality shall require each such Contractor to review and execute BNSF's then-current standard agreement between BNSF and contractors for work to be performed on BNSF property ("Standard Contractor Agreement").

Section 13. SUPERVISION

Municipality promises and agrees that it will appoint and employ competent engineers to supervise all Contractors' activities on the Leased Premises during the Term of this Agreement, and Municipality further promises and agrees that it will, by appropriate means of inspection or testing, or otherwise, assure itself that all Contractors working upon the Leased Premises will have fully complied with all specifications and requirements of their respective agreements. When any such Contractor's work has been completed to the satisfaction of Municipality, Municipality will promptly notify BNSF in writing of that fact.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date below each party's signature; to be effective, however, as of the Effective Date.

MUNICIPALITY:

City of Berwyn, Illinois, a home rule municipal corporation

By: Michael A. O'Connor

Name: Michael A. O'Connor

Title: Mayor

Date: 12/12/07

Attest: [Signature]
City Clerk



BNSF:

BNSF Railway Company, a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Description of Leased Premises

All those portions of the BNSF Railway Company's right-of-way in Section 31, T 39 N, R 1 E 3rd P.M. County of Cook, State of Illinois described as follows, to-wit;

Beginning at a point in the Easterly line of Harlem Avenue distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said second main track centerline to a point in the Westerly line of Wisconsin Avenue; thence Southerly along said Westerly line of Wisconsin Avenue a distance of 15 feet; thence Easterly along a line parallel with and distant 47 feet, measured at right angles from the centerline of the 2nd main track, to a point in the Easterly line of Wisconsin Avenue; thence Northerly along said Easterly line of Wisconsin Avenue a distance of 15 feet; thence Easterly along a line parallel with and distant 62 feet North measured at right angles to said centerline of the 2nd main track to a point in the Westerly line of Home Avenue; thence Southerly along said Westerly line of Home Avenue to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline of the 2nd main track a distance of 620 feet more or less to the Easterly end of an asphalt platform; thence Southerly at right angles a distance of 5 feet; thence Westerly parallel with said centerline of the 2nd main track to a point in the Easterly line of said Harlem Avenue; thence Northerly along said Easterly line of Harlem Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of said Harlem Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline of the 2nd main track a distance of 152 feet more or less to concrete platform; thence Northerly to a point distant 19 feet Southerly measured at right angles to the centerline of the 2nd main track; thence Easterly parallel with said centerline of the 2nd main track a distance of 850 feet more or less to a point; thence Southerly 5 feet to a point; thence Easterly parallel with said centerline of the 2nd main track to a point on the Westerly line of Home Avenue; thence Southerly along said Westerly line to a point distant 58 feet measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Wisconsin Avenue; thence Northerly along said Easterly line to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel to said centerline to a point on the Westerly line of said Wisconsin Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Westerly line of Maple Avenue; thence Southerly along said Westerly line to a point distant 83 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly to a point on the Easterly line of Harlem Avenue; thence Northerly along said Easterly line to the Point of Beginning; and Also

Beginning at a point in the Easterly line of Home Avenue distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly along a line parallel with said centerline to a point on the Westerly line of Kenilworth Avenue; thence Southerly along said Westerly line to a point distant 47 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Easterly line of said Kenilworth Avenue; thence Northerly along said Easterly line to a point distant 62 feet Northerly measured at right angles from said centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Grove Avenue; thence Southerly

along said Westerly line to a point distant 24 feet Northerly measured at right angles from said centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the - Easterly line of said Home Avenue; thence Northerly along said Easterly line of Home Avenue to the Point of Beginning, and Also

Beginning at a point in the East line of Home Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point on the Westerly line of Grove Avenue; thence Southerly along said Westerly line to a point distant 45.5 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Easterly line of Kenilworth Avenue; thence Northerly along said Easterly line to a point distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Westerly line of said Kenilworth Avenue; thence Southerly along said Westerly line to a point distant 45.5 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel to said centerline to a point on the Easterly line of said Home Avenue; thence Northerly along said Easterly line of Home Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Grove Avenue, distant 62 feet Northerly, measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point on the Westerly line of Oak Park Avenue; thence Southerly along said Westerly line to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the Easterly line of Grove Avenue; thence Northerly along said Easterly line of Grove Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Grove Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Oak Park Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline a distance of 100.05 feet; thence Southerly at right angles a distance of 30 feet; thence Westerly at right angles a distance of 60 feet; thence Northerly at right angles a distance of 15 feet; thence Westerly at right angles a distance of 15 feet; thence Northerly at right angles a distance of 15 feet; thence Westerly along a line parallel with and distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track to a point in the Easterly line of said Grove Avenue; thence Northerly along said Easterly line of Grove Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Oak Park Avenue distant 62 feet Northerly, measured at right angles from the centerline of the 2nd main track; thence Easterly parallel to said centerline to a point in the Westerly line of Wesley Avenue; thence Southerly along said Westerly line to a point distant 47 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to the Easterly line of said Wesley Avenue; thence Northerly along said Easterly line to a point distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel to said centerline to a point in the Westerly line of East Avenue; thence Southerly along said Westerly line to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline a distance of 462 feet more or less to Easterly end of Platform; thence South at right angles a distance of 5 feet to a point; thence Westerly along a line parallel with and distant 19 feet Northerly measured at right angles from the centerline of the 2nd main track to a point in the Easterly line of said Oak Park Avenue;

thence Northerly along said Easterly line of Oak Park Avenue to the Point of Beginning, and Also

Beginning at a point in the Easterly line of Oak Park Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel to said centerline a distance of 455 feet to the Westerly end of a platform; thence Northerly at right angles a distance of 5 feet to a point distant 19 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of East Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Wesley Avenue; thence Northerly along said Easterly line to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Westerly line of said Wesley Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point on the centerline of Euclid Avenue; thence Northerly along the centerline of Euclid Avenue to a point distant 45.5 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Oak Park Avenue; thence Northerly along said Easterly line of Oak Park Avenue to the Point of Beginning, and Also

Beginning at a point on the Easterly line of East Avenue distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Gunderson Avenue; thence Southerly along said Westerly line to a point distant 47 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Easterly line of said Gunderson Avenue; thence Northerly along said Easterly line to a point distant 62 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Ridgeland Avenue; thence Southerly along said Westerly line to a point distant 24 feet Northerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of said East Avenue; thence Northerly along said East line of East Avenue; to the Point of Beginning, and Also

Beginning at a point in the Easterly line of East Avenue, distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel with said centerline to a point in the Westerly line of Ridgeland Avenue; thence Southerly along said Westerly line to a point of intersection with the Northerly line of 70-foot wide Windsor Avenue; thence Westerly along said Northerly line of Windsor Avenue a distance of 318.2 feet to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Northerly extension of the Westerly line of Elmwood Avenue; thence Southerly along said Northerly extension of the Westerly line of Elmwood Avenue to a point distant 58 feet Southerly, measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of Gunderson Avenue; thence Northerly along said Easterly line to a point distant 33 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Westerly line of said Gunderson Avenue; thence Southerly along said Westerly line to a point distant 58 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Westerly parallel with said centerline to a point in the Easterly line of East Avenue; thence Northerly along said Easterly line of East Avenue to the Point of Beginning.



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

July 2, 2008

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th St.
Berwyn, IL 60402

Re: Parking Ordinances

Dear Clerk:

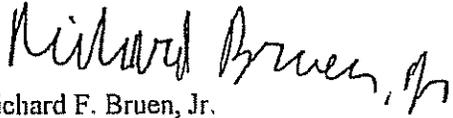
At the June 10, 2008 and June 24, 2008 Council Meetings, Council referred several changes regarding parking regulations to incorporate into the Berwyn Code. Attached our draft ordinances for consideration and discussion in Committee of the Whole and City Council meeting on July 8, 2008. They are summarized as follows:

- **Temporary Visitor Parking Pass Ordinance** – We propose that it be codified in a new Chapter 484.04B. This draft ordinance is based on the memo attached to Item J-8 on the June 10, 2008 agenda. We changed the name from “visitor passes” to “temporary visitor passes” to distinguish them from the visitor passes described in Chapter 484.04 and which will still be offered (2 per household) per Council’s request. We note that the proposed fine here is \$100, whereas it is \$200 for violating the other parking pass ordinances.
- **Visitor Parking Pass Ordinance** – Modifies the existing Chapter 484.04 by limiting these passes to two per household and changing the mounting point to the passenger side windshield. Proposed changes are contained in Chapter 484.04(g) - (h) and are highlighted.
- **Overnight Parking Restriction** – Modifies existing Chapter 484.08 by allowing overnight parking on city holidays. Proposed changes are highlighted.
- **School District and Church Visitor Parking Passes** – Modifies Chapter 484.04A per the suggestions contained in Item J-7 on the June 24, 2008 agenda. Proposed changes are highlighted. The current ordinance and the proposed ordinance delegate the power to issue these passes to the school district superintendents and “church officials.” However, we would recommend that the Code simply delegate the power to issue the passes to the school districts and bona fide churches with facilities in Berwyn to avoid any undue confusion. We also recommend setting out the specific records the institution is required to keep relating to the passes. We suggest the name and job title of the party to whom the pass was issued, the date the pass was issued, and the year, make and model of the vehicle the pass was issued to.



- We understand that the Professional Service Parking Pass (Item J-9 on the June 10, 2008 agenda) was withdrawn by Ald. Chapman.

Very truly yours,



Richard F. Bruen, Jr.

RFB/jt

Attachments

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING CHAPTER 484 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING TEMPORARY VISITOR PARKING PASSES**

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

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

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

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING CHAPTER 484 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING TEMPORARY VISITOR PARKING PASSES**

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 City of Berwyn, Cook County, Illinois (the "*City*") regulates visitor parking passes in the City pursuant to Chapter 484 of its Codified Ordinances; and

WHEREAS, the City has found that the current regulations governing visitor parking passes are being abused; and

WHEREAS, the City Council has decided to modify Chapter 484.04 to reduce or eliminate such abuses and to improve the efficiency of parking and traffic in the City as a whole; and

WHEREAS, the Mayor and the City Council (the "*Corporate Authorities*") of the City of Berwyn determine that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, 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: Chapter 484 of the Codified Ordinances is modified by adding the following Chapter 484.04B:

484.04B TEMPORARY VISITOR PARKING PASSES.

(a) A temporary visitor parking pass is a "one-day" permit issued to a City resident for the person's use and for the use of persons who do not reside in the City who are temporary visitors of the resident. "One day" shall be defined as the 24 hour period indicated on the face of the temporary visitor parking pass.

(b) Temporary visitor parking passes shall be good for one 24 hour period and must be attached to the vehicle's passenger side windshield by means of the adhesive provided on the face of the temporary visitor parking pass. Before displaying the temporary visitor parking pass, the temporary visitor parking pass 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 temporary visitor parking pass without the above information shall be invalid.

(c) Temporary visitor parking passes shall be available to City residents in books of fifteen (15) at a cost which shall be set by City Council from time to time. To obtain a book of temporary visitor parking passes, the resident shall submit an application to the City containing the applicant's name, address, contact phone number and corresponding book number which is being purchased. To obtain a book of temporary visitor parking passes, the resident shall show proof of purchase of a current Berwyn resident parking permit (vehicle sticker), or, if the resident is not a vehicle owner, two (2) of the below documents establishing that the person is a resident of the City:

- Valid driver's license or photo ID showing the person's name and address.
- Current utility bill, including telephone, electric, water, gas, cable, etc. showing resident's name and address.
- Current bank statement or paycheck stub.
- Current mortgage statement.

- Current IRS tax reporting W-2 Form.
- Current lease executed by the resident and resident's landlord.

(e) A vehicle displaying a valid temporary visitor parking pass may park on either side of the street within a one (1) block radius upon which the purchasing resident lives and whose address appears on the temporary visitor parking pass. The temporary visitor parking pass does not guarantee that parking will be available. A vehicle displaying a temporary visitor parking pass must comply with all posted traffic and parking regulations.

(f) Any person who:

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

(2) Sells, assigns, rents or leases any such temporary visitor parking pass, or charges a fee for the use thereof (other than the City or an authorized agent of the City);

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

(4) Uses a temporary visitor parking pass not properly issued by the City;

(5) Uses a temporary visitor parking pass to avoid the purchase of a resident parking permit (vehicle sticker); or

(6) Uses a temporary visitor parking pass to avoid having to register a vehicle to a Berwyn address.

Shall be fined \$100 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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 City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2008, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				

(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor on _____, 2008.

 Michael A. O'Connor
 MAYOR

 Thomas J. Pavlik
 CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING CHAPTER 484.04 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING VISITOR PARKING PASSES**

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

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

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

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING CHAPTER 484.04 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING VISITOR PARKING PASSES**

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 City of Berwyn, Cook County, Illinois (the "*City*") regulates visitor parking passes in the City pursuant to Chapter 484.04 of its Codified Ordinances; and

WHEREAS, the City has found that the current regulations governing visitor parking passes are being abused; and

WHEREAS, the City Council has decided to modify Chapter 484.04 to reduce or eliminate such abuses and to improve the efficiency of parking and traffic in the City as a whole; and

WHEREAS, the Mayor and the City Council (the "*Corporate Authorities*") of the City of Berwyn determine that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, 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: Section 484.04 of the Codified Ordinances is modified by striking Chapter 484.04 in its entirety and replacing it with the following:

484.04 VISITOR PARKING PASSES.

- (a) Visitor parking passes may be obtained by any City resident living on any street designated for "Resident Permit Parking Only."
- (b) Passes will be issued and made available at the Parking Division of the Berwyn Police Department.
- (c) Each visitor's pass shall be clearly identified as a City of Berwyn visitor parking pass and contain the following information when issued:
 - (1) The address at which it is to be used.
 - (2) A security number.
 - (3) The amount and frequency of the fine for misuse of the visitor's 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 visitor's parking pass.
 - (6) The format of the visitor parking pass shall be identical to Exhibit A below and measure 8 1/2 inches wide and 5 1/2 inches high and the color of the visitor parking pass must change for each new year.
 - (7) The date upon which it expires.

(d) Residency must be shown by proof of purchase of a current vehicle sticker. If the resident is not a vehicle owner, the Parking Division must require whatever additional identification it deems appropriate to prove Berwyn residency.

(e) The parking pass year shall run from July 1 to June 30. All visitor parking passes shall expire on June 30 of each year and the color of the visitor parking pass must change for each new year to clearly distinguish it from the previous year's parking pass.

(f) A visitor displaying a valid visitor's pass may park on either side of the street of the block upon which the resident lives and whose address appears on the visitor's pass..

(g) The visitor pass is to be displayed on the dashboard on the *passenger's* side.

(h) Each household shall be issued two visitor passes per parking pass year. Any household desiring additional visitor parking passes shall obtain parking passes pursuant to Chapter 484.04B of this Code.

(i) Any person who:

- (1) Provides false or misleading information to obtain the issuance of a visitor parking pass;
- (2) Sells, assigns, rents or leases any such visitor parking pass, or charges a fee for the use thereof;
- (3) Duplicates or attempts to duplicate a visitor parking pass;
- (4) Uses a visitor parking pass not properly issued by the City;
- (5) Uses the visitor parking pass to avoid the purchase of a resident parking permit (vehicle sticker); or
- (6) Uses the visitor parking pass to avoid having to register a vehicle to a Berwyn address, shall be fined \$200 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or continues

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 City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2008, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				

(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor on _____, 2008.

 Michael A. O'Connor
 MAYOR

 Thomas J. Pavlik
 CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING CHAPTER 484 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING NO OVERNIGHT PARKING**

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

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

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

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING CHAPTER 484 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING NO OVERNIGHT PARKING**

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 City of Berwyn, Cook County, Illinois (the "*City*") regulates overnight parking in the City pursuant to Chapter 484.08 of its Codified Ordinances; and

WHEREAS, the City has found that the current regulations governing parking are being abused; and

WHEREAS, the City Council has decided to modify Chapter 484.08 to reduce or eliminate such abuses and to improve the efficiency of parking and traffic in the City as a whole; and

WHEREAS, the Mayor and the City Council (the "*Corporate Authorities*") of the City of Berwyn determine that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, 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: Chapter 484.08 of the Codified Ordinances is modified by striking it in its entirety and adding the following:

484.08 RESIDENT PERMIT PARKING ONLY 3:00 A.M. TO 9:00 A.M.

(a) Unless otherwise provided, the parking of motor vehicles on the streets in the City of Berwyn between the hours of 3:00 A.M. to 9:00 A.M. ***except on city holidays established by City Council*** is limited to vehicles with a legally obtained and properly displayed Berwyn ***resident parking permit, visitor parking pass, or temporary visitor parking pass.***

(b) Exceptions to this limitation may be established by ordinance.

(c) Dual signage policy. The Public Works Department shall purchase and install signage throughout the City indicating "Resident Permit Parking Only" along with an additional sign indicating the time period during which only resident permit parking only is permitted. Refer to "dual signage policy - illustration."

(1) The main sign indicating "Resident Permit Parking Only" shall measure twelve inches wide by 18 inches high and shall state: "Resident Permit Parking Only" over the top 12 inches of the sign.

(2) An additional sign measuring 12 inches wide by 4 inches high shall define the time period during which only resident permit parking only is permitted and shall be fastened with rivets over the bottom four inches of the larger sign.

(3) If a street is designated as "Resident Permit Parking Only" with no exceptions, then the lower four inches of the larger sign may be used to provide other information, such as:

- (a) The amount of the fine associated with violation of the restriction;
- (b) The special zoning of the street such as a superzone designation.
- (4) Illustration of "Dual Signage."

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 City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2008, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				

Lovero				
Erickson				

(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor on _____, 2008.

 Michael A. O'Connor
 MAYOR

 Thomas J. Pavlik
 CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING CHAPTER 484.04 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING SCHOOL DISTRICT AND CHURCH SPECIAL VISITOR
PARKING PASSES**

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

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

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

ORDINANCE NO.: _____

AN ORDINANCE AMENDING CHAPTER 484.04A OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING SCHOOL DISTRICT AND CHURCH SPECIAL VISITOR PARKING PASSES

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 City of Berwyn, Cook County, Illinois (the "*City*") regulates visitor parking passes in the City pursuant to Chapter 484.04 of its Codified Ordinances; and

WHEREAS, the City has found that the current regulations governing visitor parking passes are being abused and/or could be more efficient; and

WHEREAS, the City Council has decided to modify Chapter 484.04 to reduce or eliminate such abuses and to improve the efficiency of parking and traffic in the City as a whole; and

WHEREAS, the Mayor and the City Council (the "*Corporate Authorities*") of the City of Berwyn determine that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, 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: Section 484.04A of the Codified Ordinances is modified by striking Chapter 484.04A in its entirety and replacing it with the following:

484.04A SCHOOL DISTRICT AND CHURCH SPECIAL VISITOR PARKING

(a) Authority is hereby given to School Districts 98, 100 and 201 and to bona fide churches with facilities in Berwyn 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 authorized School District and church may issue special visitor parking passes to its bona fide non-resident teachers, staff members, or employees. Upon request, the School District or church shall provide the Mayor or the City Council copies of or access to the records detailing the issuance of all special visitor parking passes, including the name and job title of the party the pass was issued to, the date the pass was issued, and year, make and model of the vehicle that the pass was issued to.

(c) The special visitor parking pass shall allow the non-resident teacher, staff member, or 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 non-resident teacher, staff member, or employee to park on either side of the streets of the block bordering the block upon which the relevant school or church 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" or "Church Special Visitor Pass" for the designated area and must contain the following information:

(1) The name of the specific school or church at which the non-resident teacher, staff member, or employee is employed or serves as a staff member.

(2) A security number issued by the School District or church which relates the visitor pass to a specific non-resident teacher, staff member, or 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 passenger'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.

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 City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2008, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				

(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor on _____, 2008.

Michael A. O'Connor
MAYOR

Thomas J. Pavlik
CITY CLERK



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

July 2, 2008

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

**Re: 08 M4 810 (Circuit Court of Cook County) and 08 CV 3528 (U.S.
District Court for the Northern District of Illinois)**

Dear Mr. Pavlik:

Please put an item on the July 8, 2008 agenda authorizing the settlement of the above referenced matter for the total sum of \$20,000.00 based upon prior City Council authority in executive session.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

Michael A. O'Connor
Mayor

JM



John Wysocki
Finance Director

A Century of Progress with Pride

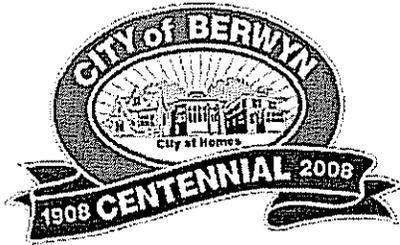
6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0273
www.berwyn-il.gov

To: The City Council and Mayor Michael O'Connor
From: John Wysocki, Finance Director
Date: July 3, 2008
Re: Approval of Annual Financial Report

At the last Committee of the Whole meeting, a draft of the 2007 annual financial report was distributed for your review. Dan Berg, CPA, the partner with our audit firm, Sikich, and I will be at the July 8, 2008 Committee of the Whole meeting to answer any questions you may have about the report. At the July 8 City Council meeting, we would appreciate your approval of the report so that it can be issued. Thank you.

J-8

Michael A. O'Connor
Mayor



John Wysocki
Finance Director

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: The City Council and Mayor Michael O'Connor
From: John Wysocki, Finance Director
Date: July 3, 2008
Re: Approval of Purchasing Policy

At the August 14, 2007 Committee of the Whole meeting, former finance director Stephanie Walker presented a draft of a city Purchasing Policies and Procedures Manual for your consideration. I now request your approval of the attached Purchasing Policies and Procedures Manual which is essentially the same document with some minor modifications. Also attached is a one page summary of the policy. Thank you.

City of Berwyn

Purchasing Policies and Procedures Manual

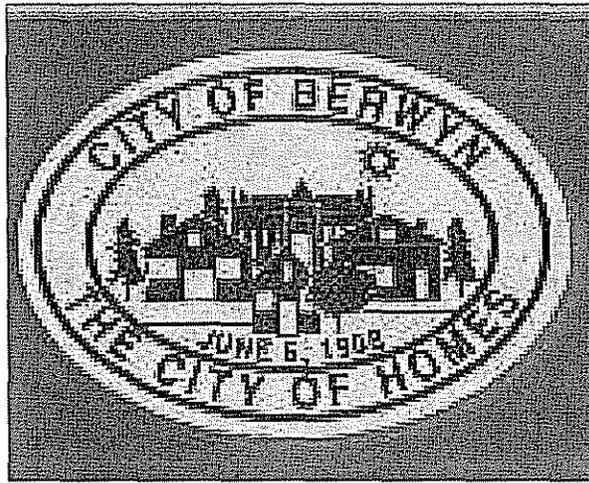


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A. Introduction/Statement of Policy

The purpose of this purchasing manual is to provide the City of Berwyn staff with guidelines and directions for the acquisition of goods and services. When used with good judgment and common sense, the policies and procedures conveyed within will allow the City to obtain required supplies and services efficiently and economically.

The manual is divided into sections dealing with purchasing policies and procedures. The policy sections contain all the purchasing policies reviewed and adopted by the City Council which must be adhered to by City employees. The procedures sections provide a "how to" guide for processing purchase orders, purchase orders, travel authorization and expense reports and other procedures regarding payment processing.

Employees are expected to read the policy manual and provide the Department of Finance with feedback regarding the policies and procedures contained within. This manual is designed to be a fluid document and will be modified from time to time to conform with changes in legislation, technology and actual practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines for purchasing activities. Employees who need help dealing with specific situations not covered by the manual should contact the Finance Director for assistance.

The Mayor, or his/her designee, shall be the final authority with regards to enforcement of any of the provisions of this manual. Failure to follow the procedures outlined in this manual may lead to disciplinary action in accordance with the provisions of the City of Berwyn Personnel Policy Manual.

B. Conflict of Interest Policy

Except as may be disclosed to and permitted by the City Council, it shall be a breach of ethical standards for any employee to participate directly or indirectly in the purchasing process when the employee knows that:

1. The employee is contemporaneously employed by a bidder, vendor or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest in the company; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a financial interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, vendor or contractor.

The employee's immediate family shall be defined as a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

It shall be the responsibility of the Mayor to determine if a violation of this Conflict of Interest policy has occurred and if disciplinary action is necessary in accordance with the City's Personnel Manual.

C. Gifts and Gratuities - City Guidelines for Accepting

Ordinance number 04-09 outlines the City's ethics policy. City personnel should be aware that offers of gratitude from vendors can be designed to compromise objective judgment in product or service selection. Accordingly, it is City policy to observe the highest standards of ethics and to shield the employee, the City and the vendor from any suggestion or appearance of conflict of interest. For further guidance, please refer to the City's ethics ordinance.

A. Approval of City Purchases

No employee shall purchase goods or services on behalf of the City without first seeking approval as required by this policy. All purchases shall require advance approval of the Department Head, the Finance Director and/or the Mayor in accordance with the guidelines in attachment A. Approval for purchases shall occur before the purchase is made. In addition, any person responsible for approving purchases at any level may delegate their approval authority to a designee in the event they are unavailable to approve purchases. This authority must be submitted in writing to the Finance Department for approval by the Mayor prior to acceptance.

Employees are responsible for obtaining quotes for purchases in the instances outlined in attachment A. When submitting a purchase order, quotes shall be added to the order. Orders submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (**e.g. sole source or emergency purchases; see below for these purchases**) will be returned to the originator without approval.

Items purchased more than once during a fiscal year (e.g. forms, copier supplies, etc.) do not need quotes every time a purchase is made. However, competitive quotes for these items shall be sought at least once each year to ensure that vendors are competitive. Please refer to blanket purchase orders section below for these types or purchases.

B. Sole Source Purchases

In some cases contracts for parts, supplies or equipment that are available only from a single source are referred to as sole source purchases. Sole source procurements may arise from the following circumstances:

1. Equipment for which there is no comparable competitive product or is available only from one supplier
2. Public utility services from natural or regulated monopolies
3. A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer
4. An item where compatibility is the overriding consideration, such as computer software
5. A used item, for example, a television transmitter tower, that becomes immediately available and is subject to prior sale

These items shall not be subject to requirements for seeking competitive quotes or bids. However, dollar thresholds for purchase authority still apply.

C. Emergency Purchases Policy

Emergencies are defined as events that could not have been foreseen where immediate action is necessary to safeguard the public's health and safety. In the event of an emergency affecting the public health and safety, the Mayor or his/her designee may authorize a vendor to perform work necessary to resolve such emergency without formal bid solicitation. Documentation of the emergency and the need for immediate action shall be presented to the City Council in a reasonable period of time following resolution of the crisis.

An emergency purchase order can be issued authorizing a vendor to perform any and all work necessary only if the public health and safety could be affected. If the emergency and the need for immediate action exceeds \$10,000, documentation shall be presented to the Mayor prior to such authorization. The following procedures shall be followed in the event an emergency purchase order is needed:

The Department Head requesting the emergency purchase order shall contact the Finance Director or his/her designee in order to have the purchase order issued. The Finance Director or his/her designee will then issue an emergency purchase order to the vendor.

A. When a Formal Bid Is Required

All purchases of goods or services exceeding \$10,000 shall be subject to the competitive bidding process and shall be let, by free and open competitive bidding after advertisement, to the lowest responsible bidder or any other bidder whom the City Council deems to be in the best interest of the City. Sealed bids shall be sought when a good or service is anticipated to cost more than \$10,000 either individually or in aggregate purchases made over the course of one fiscal year.

B. Waiver of Competitive Bidding

The City Council may waive the bidding procedures and enter into a contract or agreement. Requests for bid waivers shall be made only when goods or services are proprietary (i.e. sole source), where standardization is necessary or desirable (e.g. furniture), in emergencies as defined in this manual or when it is in the best interests of the City to do so. In any instance, a statement justifying the need for a bid waiver shall be included in the department's recommendation.

C. Requests for Professional Services

Some contracts, by their nature, are not adapted to award by competitive bidding. Examples include, but are not limited to, contracts for the services of individuals possessing a high degree of professional skill where the education, experience or character of the individual is a significant factor in determining their ability to meet the City's needs. These contracts generally result from a request for proposal (RFP) solicited from consultants for "Professional Services."

The City is required by the Local Government Professional Services Selection Act to follow specific procedures when hiring an architect, engineer or land surveyor. The procedures must be followed unless 1) the City has a "satisfactory relationship for services with one or more firms, or 2) an emergency situation exists and an architect, engineer or land surveyor must be selected in an expeditious manner, or 3) when the cost of such services "is expected to be less than \$25,000." If none of these conditions apply, the City must solicit proposals and adhere to the following requirements:

1. **Public Notice.** Permitting firms engaged in the lawful practice of their professions to annually file a statement of qualifications and performance data with the City. The City must also 1) mail a notice requesting a statement of interest in the specific project to all firms who have a current statement of qualifications and performance data on file with the City and 2) place an advertisement in a secular English language daily newspaper of general circulation throughout the City, requesting a statement of interest in the specific project and further requesting statements of qualifications and performance data from those firms which do not have such a statement on file with the City. Such advertisement shall state the day, hour and place the statement of interest and the statements of qualifications and performance data shall be due.
2. **Selection Procedure.** The City then must evaluate the firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm and such other factors as the City may determine in writing are applicable. The City may conduct discussions with and require public presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project and ability to furnish the required services.
3. On the basis of evaluations, discussions and presentations, the City shall select no fewer than three (3) firms which it determines to be the most qualified to provide services for the project and rank them in order of qualifications to provide services regarding the specific project. The City shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than three (3) firms submit letters of interest and the City determines that one or both of those firms are so qualified, the City may proceed to negotiate a contract.

4. **Contract Negotiation** The City shall prepare a written description of the scope of the proposed services to be used as a basis for negotiations and shall negotiate a contract with the highest qualified firm at compensation the City determines in writing to be fair and reasonable. In making this decision, the City shall take into account the estimated value, scope, complexity and professional nature of the services to be rendered.
5. If the City is unable to negotiate a contract with the preferred firm, negotiations with that firm shall be terminated. The City shall then begin negotiations with the firm which is next preferred. If the City is unable to negotiate a contract with that firm, negotiations with that firm shall be terminated. The City shall then begin negotiations with the firm which is next preferred.
6. If the City is unable to negotiate a satisfactory contract with any of the selected firms, it shall re-evaluate the architectural, engineering or land surveying services requested, including the estimated value, scope, and complexity and fee requirements. The City shall then compile a second list of not less than three qualified firms and proceed in accordance with these procedures.

D. Joint Purchasing Programs

The bidding requirements outlined above will be considered met when the City participates in a joint purchasing program such as that administered by the State of Illinois and bidding is done on behalf of the program.

Chapter 4 – Methods of Payment Processing

A. Regular Purchase Orders

With the exception of purchases processed with a blanket purchase order (see description below), all purchases over \$3,000 individually or in aggregate shall require the issuance of a regular purchase order to the vendor before an order for goods or services is filled. Employees shall be responsible for planning for purchases exceeding \$3,000 in advance, and should allow sufficient time to have an order processed and purchase order issued and mailed to the vendor.

B. Change Orders To Regular Purchase Orders

After a regular purchase order is issued to the vendor, it may become necessary to change it to include additional quantities, shipping costs, etc. When this occurs, the employee who completed the original purchase order shall process a change order. After the change order is received and approved by the Finance Director, it will be added to the original purchase order and a change order will be issued to the vendor. Please note that change orders to original contracts of \$10,000 or more require the prior approval of either the Mayor or City Council. For more information, please refer to the financial policy on change orders included in this manual.

C. Blanket Purchase Orders

Blanket Purchase Orders are intended to be used for recurring purchases. This allows the department to obtain quotes for service once at the beginning of the year, rather than each time a purchase is made. A blanket purchase order would be appropriate for items such as supplies which are ordered many times throughout the year. Each blanket purchase order must be accompanied by 3 written quotes prior to approval. The blanket purchase order request shall also include the prices of items to be purchased.

In instances where a blanket purchase order has been issued to a vendor, it is not necessary to have a purchase order issued in advance of obtaining the goods or services. The receipt shall then be sent to the employee's department head or designee for approval. After the purchase has been approved within the department, the receipt shall be sent to the accounts payable clerk for processing.

Payments under long term contracts covering multiple years (such as annual software license fees or telephone charges) do not require the annual completion of a blanket purchase order.

D. Prepayments

The City will not pay for goods and services until the goods are received or the service is rendered.

Exceptions:

1. Deposits on certain jobs when approved by the Finance Director.
2. Memberships and books or periodicals
3. Payments to local, State, and Federal government entities
4. Service and maintenance contracts where necessary.
5. Small orders (under \$500.00) where the department head approves prepayment
6. Approval by the Mayor or Finance Director.

E. Manual Checks

Manual checks are interim checks issued to vendors as payments for goods delivered or services performed. The checks are issued between normal accounts payable cycles when an emergency or other extenuating circumstance as determined by the Finance Director makes it impractical or unreasonable to process the payment following normal payment methods. As the name implies, manual checks are labor intensive and time consuming to issue, therefore, their use as a method of payment shall be restricted to unique or special circumstances.

All requests for manual checks must be accompanied by the same documentation required for any other purchase, including bid or quote requirements and appropriate authorizations. The completed form shall include the vendor's name and address, the account number against which it is being charged, a description of the item purchased, and an explanation in the remarks section as to need for the check. The form shall also include the signature of the applicable Department Head. Completed forms shall be submitted to the Finance Director for approval.

The Department of Finance will not issue manual checks in instances where reasonable means could have been taken to process the payment following normal payment methods.

F. Credit Card Payments

Selected City staff are authorized to use City-issued credit cards as governed by the Purchasing Card Policy.

Chapter 5 – Change Order Policy

State statute requires City Council approval of all change orders for \$10,000 or more and for all change orders which, when combined with those previously approved, increase or reduce the contract price by more than \$10,000. The following financial policy is consistent with this statute.

It shall be the responsibility of each Department Head to ensure that all change orders are submitted to the Mayor or City Council for approval. In addition, Department Heads shall be responsible for monitoring all contract payouts and retainages and ensuring that the amount of the change order is correct.

Where a change order requires the approval of the Public Works Committee or Council of Local Improvements, approval shall be received prior to submitting the change order to the City Council or Mayor. Departments shall follow the procedures established by the Public Works Department for submitting change orders to these Councils and committees.

The procedures outlined below shall not apply to professional service contracts (e.g. engineering, architectural or land surveying work). Changes to professional service contracts shall be treated as contract amendments.

1. Change Orders Increasing or Reducing the Contract Price - Original Contracts for Less Than \$40,000:

- a. Change Orders To Contracts for Less Than \$40,000 which Increase or Reduce the Contract Price by Less Than 25%:

Change orders to contracts for less than \$40,000 which do not exceed 25% of the original contract price may be approved by the Mayor or his/her designee

Note: A change order (and all subsequent change orders) must be submitted to the City Council for approval if it increases or reduces an original contract for \$40,000 or more by more than 25% when combined with all other change orders previously approved. In these instances, departments shall be responsible for following the procedures described below for submitting change orders to the City Council.

- b. Change Orders To Contracts for Less Than \$40,000 which Increase or Reduce the Contract Price By 25% Or More:

Change orders which increase or reduce a contract for less than \$40,000 by 25% or more (of the original contract price) must receive the approval of both the Mayor and City Council. In these cases, departments shall follow the procedures outlined below for submitting change orders to the City Council.

2. Change Orders Increasing or Reducing the Contract Price - Original Contracts For \$40,000 Or More:

- a. Change Orders To Contracts For \$40,000 Or More Which Increase Or Reduce The Contract Price By Less Than \$10,000:

Change orders which increase or reduce an original contract for \$40,000 or more by less than \$10,000 require only the approval of the Mayor or his/her designee.

Note: A change order (and all subsequent change orders) must be submitted to the City Council for approval if it increases or reduces the original contract for \$40,000 or more by more than \$10,000 when combined with all other change orders previously approved. In these instances, Departments shall be responsible for following the procedures described below for submitting change orders to the City Council.

- b. Change Orders To Contracts For \$40,000 Or More Which Increase Or Reduce The Contract Price By More Than \$10,000:

Change orders which increase or reduce the contract price by more than \$10,000 require the approval of the Mayor and City Council. In these instances, departments should follow the procedures for submitting change orders to the City Council outlined below.

3. Change Orders Increasing or Reducing the Time for Completion of a Contract:

- a. Change Orders Increasing or Reducing the Time for Completion of the Contract by Less Than 30 Days

Change orders which increase or reduce the time for completion of a contract (regardless of the original contract price) by less than 30 days require only the approval of the Mayor. Departments may receive approval by submitting a City of Berwyn Change Order Form directly to the Mayor for approval.

Note: A change order (and all subsequent change orders) must be submitted to the City Council for approval if it increases or reduces the time for completion of the contract by more than 30 days when combined with all other change orders previously approved. In these instances, departments shall be responsible for following the procedures outlined below for submitting change orders to the City Council.

- b. Change Orders Which Increase or Reduce the Time for Completion of the Contract by More Than 30 Days

Change orders which increase or reduce the time for completion of the contract by more than 30 days (regardless of the original contract price) require City Council approval. In these instances, departments shall follow the procedures for submitting change orders to the City Council outlined below.

Chapter 6 – Miscellaneous Purchasing Policies and Guidelines

A. Purchases Near the End of the Fiscal Year

When purchases are made near the end of the fiscal year, departments shall be responsible for ensuring that they are expensed (i.e. charged) against the fiscal year in which they were budgeted. The date goods are received or services are performed determines which fiscal year they are expensed against. Consequently, goods and services will be expensed in the current fiscal year only if they are received or performed by December 31. This is true regardless of when the purchase order is processed or the purchase order is issued. In order for goods or services to be considered received, the City must obtain a receiving slip, packing slip or other documentation showing the goods or services were provided by December 31. Items not received by December 31 will be expensed in the next fiscal year.

The finance department shall issue a reminder notice regarding year end purchases to all departments each year in October or November.

B. Use of Sales Tax Exemption Number

The City is a tax exempt entity. Therefore, sales tax should not be charged to the City by any vendors. Please contact the Finance Department for a copy of the City's Sales Tax Exemption letter. This letter should be used for City purchases only. Personal use of this letter is strictly prohibited.

C. Procurement Financed by Grant Funds (State or Federal)

All purchases funded by state or federal funds will be made in accordance with the appropriate grant agreement and guidelines. Persons responsible for grant project purchases will pay special attention to any specific provisions contained in related agreements. Project managers of grants are also responsible for ensuring that purchases are made on a timely basis in order to be grant reimbursed. Prepayments of services or requesting manual checks be written in order to meet a grant deadline are not appropriate. Those administering grant programs should plan ahead in order to be in compliance with all applicable federal and state regulations.

D. Library Purchases

The Berwyn Public Library has a separate governing board which oversees its operations. Purchase orders over \$3,000 should be reviewed by one of the Library Board's officers prior to submittal to the City's Finance Department. All purchases will still be reviewed in accordance with the rest of this policy.

E. Purchase of Computer Related Equipment or Services

All purchases of computer related equipment or services must also receive the approval of the Director of Information Technology. As the Information Technology department must be able to support hardware and software purchased for the City it is imperative that they be involved and aware of all of these purchases. Additionally as this department coordinates the mass purchases for the City it may be possible to obtain bulk discounts that individual departments may not receive.

F. Aldermanic and Mayoral Purchases

Both the Aldermen and the Mayor have annual expenditure lines for business expenses associated with administration of their ward and the City. Purchases from these accounts should be made for ward expenditures or City-wide business only. Verification that these purchases are in accordance with this policy will be the responsibility of the finance director.

Expenses should be in the pursuit of or enhancement of representing the Mayor or Aldermen's constituents. Expenses submitted for reimbursement will be reviewed by the Finance Director and will be held for approval by the City Council with the rest of submitted checks. No manual checks will be issued between Council meetings.

Attachment A

City of Berwyn
 Summary of purchasing policy requirements
 As prescribed in the Purchasing Policy

Controls	Purchase Amount		
	Under \$3,000	\$3,000 to \$9,999	\$10,000 and over
Purchase order required signatures	No PO required	PO signed by DH, FD and Mayor	PO approved by Council
Invoice signatures required	DH only	DH and FD	DH and FD
Quotes or bidding needed	No quotes	Three verbal quotes	Bidding requirements, minimum three written quotes

Additional Controls:

- Accounts payable verifies vendor and amount match between PO and invoice as well as all appropriate approvals
- Council approval of check register on consent agenda
- Mayor review of invoices after submittal to Council
- Finance Director review of check register

Abbreviations:

DH = Department Head
 FD = Finance Director

City of Berwyn
Purchasing Procedures Memo

This document is to provide a working summary of the procedures in the City's purchasing policy manual so that individual departments understand the flow of transactions.

Recurring bills:

- a) At the beginning of each year the department determines what recurring payments they make during the year. Examples of recurring purchases would be for supplies, engineering services, or other items which the City receives a monthly bill.
- b) For all recurring payments (except for those made pursuant to a long term contract such as annual maintenance fees on software), the department must annually obtain three written quotes for goods or services.
- c) The department then completes a blanket purchase order and submits this to finance. Make sure to include the quote documentation. Blanket purchase orders will be reviewed by both the Finance Director and the Mayor.
- d) Once all the approvals are obtained one copy of the blanket purchase order will be returned to the department head, one to the vendor and one to be kept in the finance department.
- e) When the department receives the monthly invoice from the vendor, they attach it to a Check Request Form. This form is completed by indicating the PO number and signing the bottom. Both the invoice and the check request are sent to A/P.
- f) A/P will then compare the invoice to the PO and write a check to the vendor.

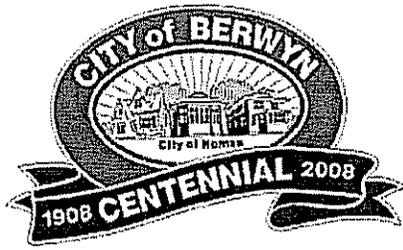
Non-recurring bills:

- a) Bills over \$3,000 will require prior authorization in the form of a purchase order. Once completed follow steps d) through f) above.
- b) Bills over \$10,000 must follow bidding requirements as outlined in the purchasing manual. Once completed follow steps d) through f) above.
- c) When the department receives an invoice under \$3,000 from the vendor, they attach it to a Check Request Form. Both the invoice and the check request are sent to A/P.
- d) A/P will then review the account number charged for reasonableness and review the invoice to determine the proper amount was submitted for payment.

City-wide purchase:

- a) Some goods and services are provided to all City departments such as office supplies, salt purchases, etc.
- b) The Mayor shall designate an individual to complete the quotes for these items and complete the blanket purchase order.
- c) A copy of this purchase order and the vendor contact/ordering procedures will be distributed to each department for use.
- d) If purchases are made by individual departments through a different vendor, the departments are required to provide support for the need to purchase from another vendor. They are also required to notify the designated individual in order to ensure the City is utilizing the best vendor on a City-wide basis.

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 27, 2008

Re: Amendment to Ordinance, Chapter 1472 Remodeling and Alteration

Dear Mayor and Council members,

I am proposing an amendment to the above referenced ordinance regarding the remodeling of single family dwellings. Because the building code does not specifically require stairs be built on the interior of a home to access a newly built second floor addition, the City of Berwyn should make this a requirement in the form of an ordinance.

A permit was issued to 3740 Ridgeland for a second floor addition. The plans called for an exterior stairs to access the new space. The plans also indicated a bar sink in the new family room. As it turned out, the owner removed the sink shortly after final approval and replaced it with an entire kitchen with the intention of renting the second floor as an illegal apartment.

To avoid this issue in the future, I am requesting to add a section to Chapter 1472 that requires stairs be located on the interior of the home to access a new second floor addition.

The proposed amendment is as follows:

1472.06 ACCESS TO ADDITIONS BUILT ABOVE THE FIRST FLOOR.

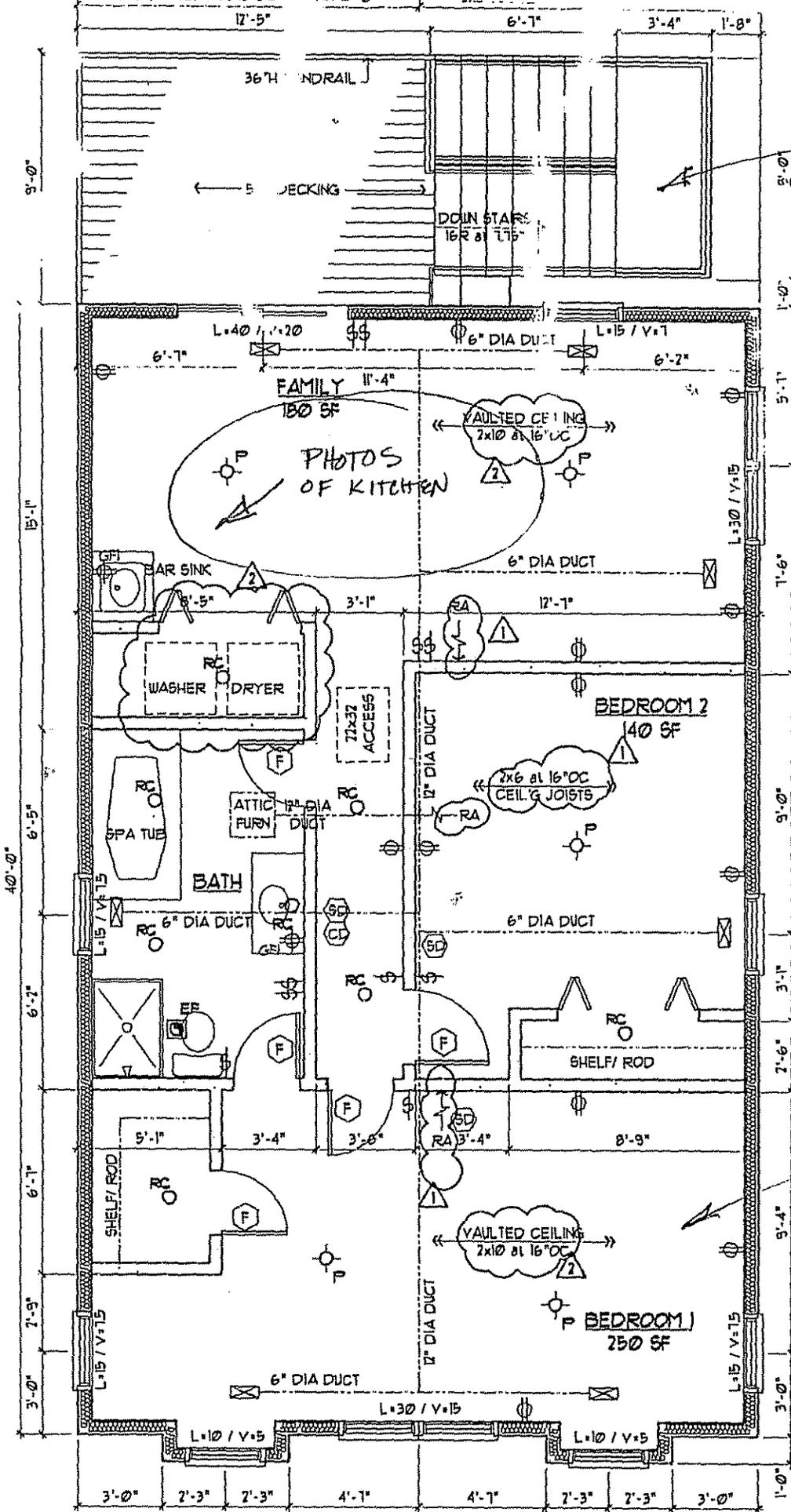
(a) Location of stairs. New additions built above the first floor of a single family dwelling must be accessed by a primary staircase located on the interior of the building.

Please approve and refer to the Ordinance and Resolution Committee.

Sincerely,

Daniel J. LeBeau
Building Director

Attachments



EXTERIOR STAIRS
 NO INTERIOR ACCESS TO 2ND FLOOR

USING AS LIVING ROOM



Inspector (Rll) Comments

Single family raised ranch, owner pulled permits for second level addition to include 2 bedrooms full bath and family room... Rene found 1 bedroom, bath, family room, dining area and kitchen (no stove at time of inspection)

Archived On 6/9/2008



Inspector (Rll) Comments

Photo to show only access to second level is rear exterior stairway, no access to second level addition from first floor interior. owner says city approved plan that way.

Archived On 6/9/2008



Inspector (Rll) Comments

Second level addition of this raised ranch single family home, Permits pulled for additon of second level 2 bedrooms, bath & family room,,, Rene found only one bedroom, family room, dinning area next to this kitchen (kitchen was not part of plan)

Archived On 6/9/2008



Inspector (Rll) Comments

Second level addition of this raised ranch single family home, Permits pulled for additon of second level 2 bedrooms, bath & family room,,, Rene found only one bedroom, family room, dinning area next to this kitchen (kitchen was not part of plan)

Archived On 6/9/2008

Building Department Notes

3740 S. Ridgeland Avenue

PIN #16-31-419-053-0000

06/06/2008 Rene inspected and found second level addition kitchen installed without permits to be deconverted, remove sink, base cabinets and counters and all plumbing to be removed and capped at source. Original plans called for a wet bar sink only not a whole kitchen (photos archived)

The City of Berwyn

Michael A. O'Connor
Mayor



Centennial Committee
(708) 788-2660
Carl Reina, Chairman x209
Jeanmarie Hajer, Co-Chair x290
Dawn Rinehart, Co-Chair x231

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

Centennial
Core Committee

Diane Mastny
Recording Secretary

Jynette Ayala
Corresponding Secretary

Anne Burkholder
Treasurer

Gary Pater
Trustee

Tom Pavlik
Trustee

Debi Suchy
Trustee

Tammy Clausen
Trustee

Chief O'Halloran
Fire Representative

Chief Kushner
Police Representative

Patrick Ryan
Public Works Representative

Anthony Bertuca
Legal Advisor

Robert Lovero
City Council Representative

Joe Vallez
Member

To: Honorable Mayor O'Connor and City Council

From: Carl Reina, Chairman of the Centennial

Date: July 2, 2008

Subj: Centennial Recap

Dear Ladies and Gentlemen:

Tonight I will present a quick recap of the Centennial Celebrations and financial results to date.

Sincerely,

A handwritten signature in black ink that reads "Carl Reina". The signature is fluid and cursive.

Carl Reina
Chairman – Berwyn Centennial Committee

Section K

Consent Agenda

K-1

BUDGET CHAIRMAN MARK WEINER

3132 Wenonah

Berwyn, Illinois 60402

MarkWeiner1@Hotmail.Com

708-484-7512

Www.ThirdWardAlderman.Com

July 3, 2008

Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the July 8, 2008 Council meeting.

Payroll is \$828,367.85 -6/25/08

Very truly yours,


Mark Weiner, Budget Committee Chairman

K-2

BUDGET CHAIRMAN MARK WEINER

3132 Wenonah

Berwyn, Illinois 60402

MarkWeiner1@Hotmail.Com

708-484-7512

Www.ThirdWardAlderman.Com

July 3, 2008

Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the July 8, 2008 Council meeting.

Payables: \$747,563.33

Very truly yours,


Mark Weiner

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 06/27/08 - 06/30/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	337891	\$4500.00 4500.00	06/27/08 11-5-07-5600	31692		0 5 ALARM FIRE AND SAFETY EQUIPMENT, INC. A	OUTSTANDING
01	801474	\$17000.00 17000.00	06/30/08 11-5-14-5245	20444		0 A.M.PYROTECHNICS, LLC A	OUTSTANDING
01	338054	\$31.32 31.32	06/30/08 23-5-00-5335	34288		0 ABC A	OUTSTANDING
01	337863	\$1158.75 1158.75	06/27/08 80-5-00-5305	00515		0 ABLE PRINTING SERVICE A	OUTSTANDING
01	337928	\$528.00 528.00	06/30/08 11-5-08-5305	00515		0 ABLE PRINTING SERVICE A	OUTSTANDING
01	338015	\$1270.07 1270.07	06/30/08 23-5-00-5250	00515		0 ABLE PRINTING SERVICE A	OUTSTANDING
01	337936	\$424.41 424.41	06/30/08 11-5-11-5300	00864		0 ACM ELEVATOR A	OUTSTANDING
01	337937	\$229.20 229.20	06/30/08 11-5-23-5300	00931		0 ADT SECURITY SERVICES A	OUTSTANDING
01	337861	\$7956.00 7956.00	06/27/08 11-2-00-2256	00504		0 AETNA-U.S.HEALTHCARE A	OUTSTANDING
01	337862	\$16441.52 16441.52	06/27/08 11-5-25-6011	00504		0 AETNA-U.S.HEALTHCARE A	OUTSTANDING
01	337884	\$1151.06 1151.06	06/27/08 11-2-00-2244	10016		0 AFLAC WORLDWIDE HEADQUARTERS A	OUTSTANDING
01	337986	\$77.04 77.04	06/30/08 11-5-14-5245	20441		0 AL KVETON A	OUTSTANDING
01	337958	\$184.00 184.00	06/30/08 11-5-07-5500	01320		0 AL'S RADIATOR A	OUTSTANDING
01	337895	\$792.50 792.50	06/30/08 80-5-00-5210	00007		0 ALEXANDER CHEMICAL CORPORATION A	OUTSTANDING
01	337980	\$10525.00 10525.00	06/30/08 55-5-55-8120	01861		0 ALFRED BENESCH & COMPANY A	OUTSTANDING
01	337997	\$58.33 58.33	06/30/08 80-4-00-4305	20459		0 ALICE SIMAS A	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 06/27/08 - 06/30/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
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01	338032	\$19.93 19.93	06/30/08 23-5-00-5220	01565		0 ALLIANCE ENTERTAINMENT,LLC A	OUTSTANDING
01	338045	\$20.00 20.00	06/30/08 23-5-00-5245	31481		0 ALSIP MERRIONETTE PARK PUBLIC LIBRARY DIST. A	OUTSTANDING
01	338018	\$760.15 421.74 338.41	06/30/08 23-5-00-5210 23-5-00-5220	00828		0 AMAZON LSTA PENNY SEVERNS	OUTSTANDING
01	337959	\$63.69 52.44 11.25	06/30/08 80-5-00-5310 11-5-23-5310	01339		0 AMERICAN MESSAGING A A	OUTSTANDING
01	801475	\$14500.00 14500.00	06/30/08 11-5-14-5245	20216		0 AMERICAN MOBILE STAGING INC. A	OUTSTANDING
01	801469	\$125.00 125.00	06/30/08 11-5-14-5245	20370		0 ANTHONY PELLEGRINO A	OUTSTANDING
01	337849	\$3346.27 103.64 72.74 3169.89	06/27/08 11-5-07-5310 32-5-00-5300 11-5-06-5310	00055		0 AT & T A A A	OUTSTANDING
01	337900	\$17446.48 88.46 417.88 314.76 196.08 92.16 95.67 6125.52 11.98 10103.97	06/30/08 11-5-23-5310 80-5-00-5310 32-5-00-5310 11-5-23-5310 11-5-23-5310 11-5-23-5310 11-5-08-5310 11-5-06-5310 11-5-16-5210	00055		0 AT & T A A A A A A A A A	OUTSTANDING
01	338011	\$1247.34 1247.34	06/30/08 23-5-00-5310	00055		0 AT & T A	OUTSTANDING
01	338024	\$60.46 10.11 10.07 10.07 10.07 10.07 10.07	06/30/08 11-5-07-5310 11-5-06-5310 11-5-23-5310 11-5-20-5310 32-5-00-5310 11-5-08-5310	01259		0 AT& T LONG DISTANCE FD FIN REC PW CDBG PD	OUTSTANDING
01	337875	\$2721.70	06/27/08	01586		0 AT&T	OUTSTANDING

CITY OF BERWYN
CHECK REGISTER
DATE RANGE: 06/27/08 - 06/30/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
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		2721.70	65-5-00-6800			A	
01	338037	\$186.78 186.78	06/30/08 23-5-00-5220	01838		0 BAKER & TAYLOR ENTERTAINMENT A	OUTSTANDING
01	338016	\$1801.93 1762.93 39.00	06/30/08 23-5-00-5210 23-5-00-5210	00531		0 BAKER & TAYLOR, INC. A A	OUTSTANDING
01	338017	\$67.42 67.42	06/30/08 23-5-00-5220	00737		0 BBC AUDIOBOOKS AMERICA A	OUTSTANDING
01	337953	\$21.97 21.97	06/30/08 11-5-23-5500	01244		0 BERWYN ACE HARDWARE A	OUTSTANDING
01	337901	\$73410.32 38790.13 34620.19	06/30/08 55-5-55-9080 55-5-55-9081	00078		0 BERWYN DEVELOPMENT CORP PRINCIPAL INTEREST	OUTSTANDING
01	337902	\$33440.71 750.00 750.00 750.00 750.00 18589.75 11850.96	06/30/08 56-5-56-8100 57-5-57-8130 55-5-55-8120 58-5-58-8110 57-5-57-9080 57-5-57-9081	00078		0 BERWYN DEVELOPMENT CORP CT RR SO BER O T PRIN INTEREST	OUTSTANDING
01	337927	\$2429.92 2174.92 255.00	06/30/08 40-5-23-5700 11-5-23-5500	00514		0 BERWYN WESTERN PLBG. & HEATING A A	OUTSTANDING
01	338031	\$142.50 142.50	06/30/08 23-5-00-5220	01545		0 BLACKSTONE AUDIOBOOKS A	OUTSTANDING
01	338004	\$412.80 412.80	06/30/08 11-5-23-5335	32406		0 BSN SPORTS COLLEGIATE PACIFIC A	OUTSTANDING
01	801473	\$6559.60 6559.60	06/30/08 11-5-14-5245	20443		0 BURKE BEVERAGE, INC. A	OUTSTANDING
01	337880	\$11125.00 10500.00 625.00	06/27/08 82-5-00-5230 82-5-00-5235	01925		0 CANNON COCHRAN MANAGEMENT SERVICES, INC. CLAIMS FEES	OUTSTANDING
01	337943	\$1046.52 1046.52	06/30/08 11-5-16-5300	01043		0 CARDINAL CARTIDGE, INC. A	OUTSTANDING
01	337893	\$130.80	06/27/08	37950		0 CARL REINA	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 06/27/08 - 06/30/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		130.80	11-5-14-5245			A	
01	338020	\$818.70 818.70	06/30/08 23-5-00-5335	00996		0 CASE LOTS INC A	OUTSTANDING
01	337903	\$37.00 37.00	06/30/08 11-5-20-5500	00084		0 CASSIDY TIRE A	OUTSTANDING
01	337878	\$4107.31 181.75 3881.68 43.88	06/27/08 32-5-00-5300 40-5-06-5700 11-5-16-5215	01800		0 CDW GOVERNMENT, INC. A A A	OUTSTANDING
01	337973	\$599.18 599.18	06/30/08 32-5-00-5201	01800		0 CDW GOVERNMENT, INC. A	OUTSTANDING
01	337974	\$542.30 179.54 193.39 169.37	06/30/08 32-5-00-5300 11-5-16-5215 11-5-16-5215	01800		0 CDW GOVERNMENT, INC. A A A	OUTSTANDING
01	338022	\$1135.24 1135.24	06/30/08 11-5-14-5245	01140		0 CHICAGO PARTY RENTAL A	OUTSTANDING
01	337851	\$500.00 500.00	06/27/08 11-5-05-5400	00089		0 CHICAGO TITLE INSURANCE COMPANY A	OUTSTANDING
01	337951	\$693.00 693.00	06/30/08 11-5-07-5330	01186		0 CICERO FIRE ACADEMY A	OUTSTANDING
01	337867	\$105.85 105.85	06/27/08 11-5-11-5500	00976		0 CINTAS # 769 A	OUTSTANDING
01	337938	\$488.41 72.00 278.61 137.80	06/30/08 80-5-00-5300 11-5-23-5500 11-5-23-5500	00976		0 CINTAS # 769 A A A	OUTSTANDING
01	337924	\$182.85 182.85	06/30/08 11-5-08-5335	00478		0 COMCAST CABLE A	OUTSTANDING
01	338008	\$23162.40 23162.40	06/30/08 79-5-00-5520	00009		0 COMM ED A	OUTSTANDING
01	338040	\$88.44 88.44	06/30/08 23-5-00-5220	20445		0 COMPUTER SHY.COM A	OUTSTANDING
01	338000	\$604.92	06/30/08	31081		0 CONNEY SAFETY PRODUCTS	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 06/27/08 - 06/30/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		604.92	11-5-23-5335			A	
01	338041	\$150.00 150.00	06/30/08 23-5-00-5240	20447		0 DAVE CLARK A	OUTSTANDING
01	337871	\$107.02 107.02	06/27/08 11-5-14-5245	01262		0 DAWN RINEHART A	OUTSTANDING
01	337857	\$16658.00 7844.00 8814.00	06/27/08 40-5-06-5700 40-5-06-5700	00438		0 DELL MARKETING L.P. A A	OUTSTANDING
01	337946	\$840.00 840.00	06/30/08 40-5-23-5700	01063		0 DELTA ASSOCIATES ELEC A	OUTSTANDING
01	337923	\$3562.00 3422.00 140.00	06/30/08 80-5-00-5305 11-5-08-5305	00465		0 DIAMOND GRAPHICS, INC. A A	OUTSTANDING
01	337990	\$21.03 21.03	06/30/08 80-4-00-4305	20452		0 DONALD BIRDSELL A	OUTSTANDING
01	338007	\$10488.90 10488.90	06/30/08 11-5-08-5150	37390		0 DONALD WILHITE A	OUTSTANDING
01	338042	\$1600.00 1600.00	06/30/08 11-5-14-5245	20461		0 DRIVERS GOLF CAR RENTAL INC. A	OUTSTANDING
01	337956	\$600.00 600.00	06/30/08 11-5-14-5245	01288		0 EL DIA NEWSPAPER A	OUTSTANDING
01	337934	\$11054.18 11054.18	06/30/08 11-5-29-5705	00806		0 ELGIN SWEEPER COMPANY A	OUTSTANDING
01	337971	\$187.58 187.58	06/30/08 11-5-07-5300	01757		0 EMERGENCY MEDICAL PRODUCTS, INC. A	OUTSTANDING
01	337873	\$960.00 960.00	06/27/08 11-5-11-5500	01537		0 EPP'S CUSTOM HEATING & AIR A	OUTSTANDING
01	337966	\$1433.00 1433.00	06/30/08 11-5-14-5245	01549		0 FEDERAL RENT-A-FENCE, INC. A	OUTSTANDING
01	337972	\$5250.00 1500.00 3750.00	06/30/08 11-5-11-5210 40-5-23-5700	01760		0 FLASH ELECTRIC CO. A A	OUTSTANDING
01	337888	\$1000.00	06/27/08	20296		0 FLYING DINOSAUR ENTERTAINMENT, LTD.	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 06/27/08 - 06/30/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		1000.00	11-5-14-5245			A	
01	337933	\$165.00	06/30/08	00796		0 FOLGER FLAG & DECORATING, INC.	OUTSTANDING
		165.00	11-5-14-5245			A	
01	337992	\$42.06	06/30/08	20454		0 FRANK VOMACKA	OUTSTANDING
		42.06	80-4-00-4305			A	
01	337929	\$325.00	06/30/08	00554		0 FULL HOUSE SIGNS & PRINTING	OUTSTANDING
		325.00	11-5-14-5245			A	
01	337925	\$5.00	06/30/08	00492		0 FULLMER LOCKSMITH SERVICE INC	OUTSTANDING
		5.00	11-5-08-5335			A	
01	337954	\$75.44	06/30/08	01246		0 GABRIEL SALES	OUTSTANDING
		44.40	11-5-20-5200			A	
		18.20	11-5-20-5200			A	
		12.84	11-5-20-5200			A	
01	338035	\$462.88	06/30/08	01786		0 GALE	OUTSTANDING
		462.88	23-5-00-5210			A	
01	337904	\$394.00	06/30/08	00093		0 GATEHOUSE MEDIA SUBURBAN NEWSPAPERS	OUTSTANDING
		394.00	80-5-00-5505			A	
01	338012	\$537.66	06/30/08	00124		0 GAYLORD BROS INC	OUTSTANDING
		537.66	23-5-00-5335			A	
01	337963	\$47717.34	06/30/08	01435		0 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC & HOFF, LTD.	OUTSTANDING
		2926.10	32-5-00-5300			A	
		32874.10	80-5-00-5405			A	
		4297.80	80-5-00-5405			WATER	
		7619.34	11-5-05-5400			LEGAL	
01	337910	\$180.20	06/30/08	00201		0 GREAT WEST ELECTRIC SUPPLY CO	OUTSTANDING
		99.20	11-5-08-5500			a	
		81.00	11-5-20-5500			A	
01	338048	\$357.10	06/30/08	33002		0 H-O-H CHEMICALS, INC.	OUTSTANDING
		357.10	23-5-00-5500			A	
01	337977	\$416.96	06/30/08	01825		0 HALLORAN & YAUCH, INC.	OUTSTANDING
		416.96	11-5-08-5500			A	
01	337920	\$4169.07	06/30/08	00452		0 HALOGEN SUPPLY CO INC	OUTSTANDING
		3927.15	11-5-23-5500			a	
		241.92	11-5-23-5500			A	

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01	337913	\$1000.00 1000.00	06/30/08 40-5-00-5609	00261		0 HASTINGS AIR-ENERGY CONTROL A	OUTSTANDING
01	337896	\$359.10 359.10	06/30/08 80-5-00-5300	00012		0 HD SUPPLY WATERWORKS,LTD A	OUTSTANDING
01	337991	\$30.11 30.11	06/30/08 80-4-00-4305	20453		0 HECTOR GARCIA A	OUTSTANDING
01	338010	\$43.34 43.34	06/30/08 23-5-00-5335	00033		0 HIGHSMITH COMPANY A	OUTSTANDING
01	337965	\$55.04 55.04	06/30/08 11-5-08-5500	01498		0 HOME DEPOT CREDIT SERVICES A	OUTSTANDING
01	338029	\$158.73 158.73	06/30/08 23-5-00-5335	01498		0 HOME DEPOT CREDIT SERVICES A	OUTSTANDING
01	801467	\$4500.00 4500.00	06/30/08 11-5-14-5245	01228		0 HOMETOWN WATER COMPANY, INC. A	OUTSTANDING
01	337869	\$4330.00 2370.00 1960.00	06/27/08 11-5-23-5335 11-5-23-5335	01013		0 HORIZON SCREENING A A	OUTSTANDING
01	337942	\$3954.75 1016.75 2938.00	06/30/08 11-5-23-5335 11-5-23-5335	01013		0 HORIZON SCREENING A A	OUTSTANDING
01	338025	\$11.05 11.05	06/30/08 23-5-00-5335	01366		0 ILLINOIS PAPER COMPANY A	OUTSTANDING
01	338014	\$2447.35 2447.35	06/30/08 23-5-00-5210	00398		0 INGRAM LIBRARY SERVICES A	OUTSTANDING
01	338001	\$230.85 230.85	06/30/08 11-5-20-5200	31638		0 INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO. A	OUTSTANDING
01	337908	\$44.50 44.50	06/30/08 11-5-07-5300	00162		0 JACK'S RENTAL INC A	OUTSTANDING
01	338044	\$184.25 184.25	06/30/08 23-5-00-5250	31341		0 JAN WAY CO.USA, INC. A	OUTSTANDING
01	337850	\$115.97 115.97	06/27/08 11-5-16-5300	00067		0 JIM FRANK A	OUTSTANDING
01	337886	\$180.00	06/27/08	20096		0 JOE BARTOSZ	OUTSTANDING

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		180.00	15-5-00-5300			A	
01	337984	\$195.00 195.00	06/30/08 15-5-00-5300	20096		0 JOE BARTOSZ A	OUTSTANDING
01	337872	\$510.00 510.00	06/27/08 11-5-11-5210	01273		0 JOSEPH M.CRISCIONE A	OUTSTANDING
01	337955	\$150.00 150.00	06/30/08 11-5-11-5210	01273		0 JOSEPH M.CRISCIONE A	OUTSTANDING
01	338003	\$230.06 230.06	06/30/08 11-5-08-5500	32052		0 JUST TIRES A	OUTSTANDING
01	801470	\$395.00 395.00	06/30/08 11-5-14-5245	20427		0 KARA KESSELRING A	OUTSTANDING
01	337889	\$1475.00 1475.00	06/27/08 11-2-00-2400	20446		0 KATHLEEN PIERCE A	OUTSTANDING
01	337947	\$1425.00 1425.00	06/30/08 15-5-00-5300	01085		0 KB LAWN AND MULCH A	OUTSTANDING
01	337982	\$9.00 9.00	06/30/08 11-5-20-5300	01933		0 KDD OF ILLINOIS,LTD. A	OUTSTANDING
01	337981	\$3521.52 3521.52	06/30/08 11-5-29-5706	01878		0 KEY GOVERNMENT FINANCE, INC. A	OUTSTANDING
01	338027	\$11233.88 11233.88	06/30/08 79-5-00-5510	01403		0 KINGS POINT GENERAL CEMENT A	OUTSTANDING
01	338038	\$16548.94 16548.94	06/30/08 11-5-14-5245	01880		0 KOHLER RENTAL POWER A	OUTSTANDING
01	337848	\$3624.73 3624.73	06/27/08 11-5-29-5716	00042		0 KRONOS LEASING A	OUTSTANDING
01	337852	\$127.00 127.00	06/27/08 32-5-00-5300	00098		0 L-K FIRE EXTINGUISHER SERVICE A	OUTSTANDING
01	337907	\$103.00 103.00	06/30/08 11-5-07-5500	00098		0 L-K FIRE EXTINGUISHER SERVICE A	OUTSTANDING
01	337911	\$390.00 390.00	06/30/08 11-5-23-5210	00224		0 LAIDLAW TRANSIT, INC. A	OUTSTANDING
01	338050	\$239.86	06/30/08	33133		0 LANDMARK AUDIOBOOKS	OUTSTANDING

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		239.86	23-5-00-5220			A	
01	337985	\$7800.00 7800.00	06/30/08 32-5-00-5250	20164		0 LEAVE IT TO US, INC. A	OUTSTANDING
01	337989	\$200.00 200.00	06/30/08 11-5-14-5245	20451		0 LITTLE COMPANY OF MARY A	OUTSTANDING
01	337881	\$1646.50 1646.50	06/27/08 11-2-00-2251	10005		0 LOCAL 705 A	OUTSTANDING
01	801466	\$1500.00 1500.00	06/30/08 11-5-14-5245	20392		0 LONNIE BROOKS A	OUTSTANDING
01	337993	\$18.65 18.65	06/30/08 80-4-00-4305	20455		0 LOUISE CONVERSE A	OUTSTANDING
01	337892	\$178.00 178.00	06/27/08 11-5-25-5230	37917		0 LOYOLA UNIV. PHYSICIAN FOUNDATION A	OUTSTANDING
01	337877	\$1566.00 1566.00	06/27/08 11-5-23-5300	01692		0 M.K. SPORTS A	OUTSTANDING
01	337944	\$5040.00 5040.00	06/30/08 11-5-07-5210	01048		0 MEDICAL REIMBURSEMENT SERVICES, INC. A	OUTSTANDING
01	338052	\$99.50 99.50	06/30/08 23-5-00-5335	33560		0 MENARD'S HODGKINS A	OUTSTANDING
01	337935	\$1394.45 1394.45	06/30/08 11-5-08-5500	00821		0 METRO GARAGE INC A	OUTSTANDING
01	338009	\$421.39 421.39	06/30/08 11-5-04-5206	00026		0 MICHAEL PHELAN A	OUTSTANDING
01	338049	\$266.15 266.15	06/30/08 23-5-00-5220	33116		0 MICRO MARKETING, LLC A	OUTSTANDING
01	338046	\$20.95 20.95	06/30/08 23-5-00-5245	31998		0 MIDLOTHIAN PUBLIC LIBRARY A	OUTSTANDING
01	338043	\$115.92 115.92	06/30/08 23-5-00-5220	30520		0 MIDWEST TAPE A	OUTSTANDING
01	337964	\$23301.96 23301.96	06/30/08 11-5-06-5220	01447		0 MRA A	OUTSTANDING
01	338019	\$69595.52	06/30/08	00992		0 McADAM LANDSCAPING, INC.	OUTSTANDING

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		39245.06	56-5-56-8100			A	
		25123.36	55-5-55-8120			A	
		3121.10	57-5-57-8130			A	
		2106.00	58-5-58-8110			A	
01	338039	\$742.78	06/30/08	01928		0 NAEIR	OUTSTANDING
		595.00	23-5-00-5240			PROMO	
		147.78	23-5-00-5335			SUPLIES	
01	801471	\$24.90	06/30/08	20428		0 NATIONAL CITY BANK	OUTSTANDING
		24.90	11-5-06-5300			A	
01	337883	\$257.00	06/27/08	10014		0 NCPERS GROUP LIFE INS-UNIT # 3326	OUTSTANDING
		257.00	11-2-00-2243			A	
01	337922	\$8735.28	06/30/08	00457		0 NEAL & LEROY, L.L.C.	OUTSTANDING
		8735.28	56-5-56-8100			A	
01	337855	\$53.82	06/27/08	00301		0 NEXTEL COMMUNICATIONS	OUTSTANDING
		53.82	11-5-16-5300			A	
01	337876	\$2830.00	06/27/08	01632		0 NICOR GAS	OUTSTANDING
		252.00	11-5-23-5325			A	
		2578.00	11-5-23-5325			A	
01	337968	\$112.86	06/30/08	01632		0 NICOR GAS	OUTSTANDING
		112.86	11-5-20-5320			A	
01	337914	\$265.00	06/30/08	00265		0 NORTHEAST MULTI REGIONAL TRAINING	OUTSTANDING
		265.00	11-5-08-5330			A	
01	801468	\$62500.00	06/30/08	01573		0 OAK PARK REGIONAL HOUSING CENTER	OUTSTANDING
		62500.00	11-5-14-5220			A	
01	338051	\$274.62	06/30/08	33183		0 OFFICE DEPOT	OUTSTANDING
		274.62	23-5-00-5335			A	
01	337853	\$289.99	06/27/08	00195		0 OFFICE EQUIPMENT SALES	OUTSTANDING
		289.99	32-5-00-5250			A	
01	337887	\$4105.00	06/27/08	20157		0 ORLANDO DIAZ	OUTSTANDING
		1970.00	11-5-23-5300			A	
		2135.00	11-5-23-5300			A	
01	337961	\$1450.00	06/30/08	01411		0 OVER THE RAINBOW	OUTSTANDING
		1450.00	11-5-01-5210			A	
01	337906	\$616.00	06/30/08	00096		0 PACE VANPOOL	OUTSTANDING

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		616.00	15-5-00-5300			A	
01	337905	\$1272.45 1272.45	06/30/08 11-5-08-5335	00094		0 PALMA INCORPORATED A	OUTSTANDING
01	337978	\$1219.00 1219.00	06/30/08 11-5-08-5500	01826		0 PATTEN INDUSTRIES, INC. A	OUTSTANDING
01	338005	\$1999.90 1999.90	06/30/08 11-5-23-5335	32703		0 PERSONALIZED AWARDS A	OUTSTANDING
01	337885	\$600.00 600.00	06/27/08 32-5-00-5250	20014		0 PETER STEINHAGEN A	OUTSTANDING
01	337898	\$29400.81 29400.81	06/30/08 79-5-00-5520	00028		0 PINNER ELECTRIC CO A	OUTSTANDING
01	337899	\$339.00 339.00	06/30/08 11-5-23-5335	00029		0 PITNEY BOWES A	OUTSTANDING
01	337962	\$644.24 644.24	06/30/08 11-5-23-5500	01420		0 POOLEQUIP, LLC A	OUTSTANDING
01	337866	\$2076.60 2076.60	06/27/08 11-2-00-2241	00786		0 PRUDENTIAL INS CO. OF AMERICA A	OUTSTANDING
01	337916	\$473.29 473.29	06/30/08 80-5-00-5500	00286		0 QUARRY MATERIALS, INC. A	OUTSTANDING
01	338002	\$399.71 121.40 112.73 60.00 105.58	06/30/08 11-5-07-5500 11-5-07-5500 11-5-07-5500 11-5-07-5500	31672		0 RADCO COMMUNICATIONS, INC. A A A A	OUTSTANDING
01	337983	\$4349.20 4349.20	06/30/08 57-5-57-8130	20082		0 RAMON ALEX PRIETO A	OUTSTANDING
01	338034	\$473.10 473.10	06/30/08 23-5-00-5220	01647		0 RANDOM HOUSE, INC. A	OUTSTANDING
01	337988	\$500.00 500.00	06/30/08 11-5-14-5245	20450		0 RAUL CERVANTES A	OUTSTANDING
01	337890	\$1475.00 1475.00	06/27/08 11-2-00-2400	20448		0 REBECCA HUDSON & DAVID FORUNA A	OUTSTANDING
01	338026	\$328.50	06/30/08	01384		0 RESEARCH TECHNOLOGY INT'L	OUTSTANDING

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		328.50	23-5-00-5335			A	
01	337979	\$46.50 46.50	06/30/08 11-5-07-5330	01832		0 RESURRECTION HEALTH CARE A	OUTSTANDING
01	337945	\$204.21 120.03 14.55 69.63	06/30/08 11-5-08-5500 11-5-20-5500 11-5-08-5500	01055		0 RIZZA FORD 114 M-6 100	OUTSTANDING
01	337870	\$300.00 300.00	06/27/08 32-5-00-5300	01240		0 ROBERT DWAN A	OUTSTANDING
01	337952	\$324.00 324.00	06/30/08 32-5-00-5250	01240		0 ROBERT DWAN A	OUTSTANDING
01	337879	\$345.97 345.97	06/27/08 11-5-04-5207	01810		0 ROBERT J.LOVERO A	OUTSTANDING
01	337976	\$341.93 341.93	06/30/08 11-5-04-5207	01810		0 ROBERT J.LOVERO A	OUTSTANDING
01	337860	\$2000.00 2000.00	06/27/08 11-5-05-5400	00470		0 ROBERT S.MOLARO & ASSOCIATES A	OUTSTANDING
01	337915	\$433.50 174.40 109.33 92.71 57.06	06/30/08 11-5-08-5500 11-5-07-5500 11-5-11-5500 15-5-00-5500	00280		0 ROSCOE COMPANY A A A A	OUTSTANDING
01	337957	\$5662.48 5662.48	06/30/08 11-5-05-5400	01301		0 ROSENTHAL,MURPHEY & COBLENTZ A	OUTSTANDING
01	337854	\$30.00 30.00	06/27/08 11-5-25-5245	00211		0 S JANTELEZIO INSURANCE CO A	OUTSTANDING
01	337909	\$213.39 213.39	06/30/08 80-5-00-5500	00164		0 S-P-D- INCORPORATED A	OUTSTANDING
01	337998	\$497.50 497.50	06/30/08 11-5-23-5215	30617		0 SAM'S CLUB A	OUTSTANDING
01	337999	\$336.08 336.08	06/30/08 11-5-08-5300	30617		0 SAM'S CLUB A	OUTSTANDING
01	337941	\$652.00 652.00	06/30/08 11-5-07-5500	01004		0 SEAGRAVE FIRE APPARATUS,LLC. A	OUTSTANDING

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01	337865	\$10.00 10.00	06/27/08 11-5-25-5245	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	338030	\$296.71 296.71	06/30/08 32-5-00-5215	01522		0 SEGUIN SERVICES, INC. A	OUTSTANDING
01	337996	\$34.13 34.13	06/30/08 80-4-00-4305	20458		0 SHEILA WOODS A	OUTSTANDING
01	338053	\$8610.00 8610.00	06/30/08 11-5-14-5245	33970		0 SKYLITE WEST BANQUETS A	OUTSTANDING
01	338047	\$72.77 72.77	06/30/08 23-5-00-5335	32329		0 SPECIALTY STORE UNLIMITED A	OUTSTANDING
01	337926	\$755.00 755.00	06/30/08 11-5-23-5500	00510		0 SPORTSFIELDS, INC. A	OUTSTANDING
01	337940	\$602.10 602.10	06/30/08 11-5-20-5500	01000		0 STANDARD EQUIPMENT CO A	OUTSTANDING
01	337967	\$100.00 100.00	06/30/08 11-5-23-5300	01566		0 STATE FIRE MARSHAL A	OUTSTANDING
01	337932	\$575.00 575.00	06/30/08 11-5-29-5706	00771		0 STRYPES PLUS MORE INC. A	OUTSTANDING
01	338028	\$371.00 371.00	06/30/08 23-5-00-5240	01454		0 SWANK MOTION PICTURE , INC. A	OUTSTANDING
01	337868	\$694.69 521.04 173.65	06/27/08 11-5-11-5300 15-5-00-5300	00989		0 T-MOBILE BD CO	OUTSTANDING
01	337939	\$331.00 187.00 48.00 48.00 48.00	06/30/08 11-5-23-5310 32-5-00-5310 11-5-06-5310 23-5-00-5310	00989		0 T-MOBILE REC CDBG COLL LIB	OUTSTANDING
01	338033	\$12.50 12.50	06/30/08 23-5-00-5220	01619		0 TANTOR MEDIA A	OUTSTANDING
01	337919	\$68.57 68.57	06/30/08 11-5-07-5300	00391		0 TELE-TRON ACE HARDWARE A	OUTSTANDING
01	338013	\$30.47	06/30/08	00391		0 TELE-TRON ACE HARDWARE	OUTSTANDING

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		30.47	23-5-00-5335			A	
01	337950	\$2945.50 2945.50	06/30/08 40-5-00-5609	01181		0 TESTING SERVICE CORP. a	OUTSTANDING
01	337921	\$4355.00 590.00 635.00 580.00 750.00 1450.00 350.00	06/30/08 80-5-00-5305 80-5-00-5305 80-5-00-5305 11-5-14-5245 55-5-55-8120 55-5-55-8120	00456		0 THE GAZETTE A A A A A A	OUTSTANDING
01	338021	\$125.49 125.49	06/30/08 23-5-00-5335	01134		0 THE LIBRARY STORE A	OUTSTANDING
01	337864	\$750.00 750.00	06/27/08 11-5-14-5245	00591		0 VOIDED A	VOIDED
01	337912	\$14133.56 14133.56	06/30/08 11-5-06-5210	00249		0 THIRD MILLENNIUM ASSOCIATES, INC. A	OUTSTANDING
01	338023	\$1272.18 1272.18	06/30/08 11-5-04-5205	01199		0 THOMAS J.DAY A	OUTSTANDING
01	338006	\$7650.00 1912.50 1912.50 1912.50 1912.50	06/30/08 56-5-56-8100 57-5-57-8130 55-5-55-8120 58-5-58-8110	33853		0 TOMMASO LESNICK CT RR S BER TIF OT	OUTSTANDING
01	337858	\$851.90 851.90	06/27/08 51-5-00-5680	00466		0 TOWN BUILDER STUDIOS, LLC A	OUTSTANDING
01	337859	\$621.58 621.58	06/27/08 51-5-00-5680	00466		0 TOWN BUILDER STUDIOS, LLC A	OUTSTANDING
01	337897	\$1899.80 1899.80	06/30/08 11-5-23-5500	00022		0 TRIPLE M MECHANICAL INC. A	OUTSTANDING
01	337960	\$758.35 611.17 147.18	06/30/08 11-5-08-5500 11-5-20-5200	01364		0 TRYAD AUTOMOTIVE PD PW	OUTSTANDING
01	801477	\$3080.45 3080.45	06/30/08 80-5-00-5305	00003		0 U S POSTMASTER A	OUTSTANDING
01	337969	\$29.25	06/30/08	01750		0 UNITED PARCEL SERVICE	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		29.25	11-5-21-5300			A	
01	337970	\$90.10	06/30/08	01750		0 UNITED PARCEL SERVICE	OUTSTANDING
		1.48	11-5-07-5300			A	
		23.00	11-5-05-5300			LD	
		41.94	11-5-07-5300			FIRE	
		23.68	11-5-07-5300			A	
01	337882	\$19.00	06/27/08	10006		0 UNITED WAY OF BERWYN	OUTSTANDING
		19.00	11-2-00-2252			A	
01	337949	\$283.60	06/30/08	01171		0 US GAS	OUTSTANDING
		126.80	11-5-07-5300			A	
		156.80	11-5-07-5500			A	
01	337894	\$58.47	06/30/08	00004		0 USA MOBILITY WIRELESS, INC.	OUTSTANDING
		58.47	11-5-08-5310			A	
01	337931	\$2111.40	06/30/08	00767		0 VCG UNIFORM/CARLSON MURRAY	OUTSTANDING
		1636.70	11-4-07-4381			55617	
		474.70	11-5-07-5300			55750	
01	337948	\$167.30	06/30/08	01149		0 VERMEER MIDWEST/VERMEER-IL	OUTSTANDING
		167.30	11-5-21-5500			A	
01	337874	\$7175.95	06/27/08	01582		0 VISU-SEWER OF ILLINOIS, LLC	OUTSTANDING
		7175.95	79-5-00-5515			A	
01	801472	\$125.00	06/30/08	20434		0 W.S.B.C.	OUTSTANDING
		125.00	11-5-14-5245			A	
01	337930	\$35.97	06/30/08	00698		0 WALGREENS CO.	OUTSTANDING
		35.97	11-5-08-5300			A	
01	337995	\$44.05	06/30/08	20457		0 WANDA GONZALEZ	OUTSTANDING
		44.05	80-4-00-4305			A	
01	337856	\$34.50	06/27/08	00377		0 WATER ONE	OUTSTANDING
		34.50	11-5-11-5300			A	
01	337918	\$34.50	06/30/08	00377		0 WATER ONE	OUTSTANDING
		34.50	11-5-08-5335			A	
01	337917	\$393.13	06/30/08	00306		0 WHOLESALE DIRECT INC.	OUTSTANDING
		393.13	11-5-08-5500			A	
01	337994	\$32.54	06/30/08	20456		0 WILLIAM COOK	OUTSTANDING
		32.54	80-4-00-4305			A	

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 06/27/08 - 06/30/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
------	---------	-----------	------------	----------	---------	-------------	--------------

AMOUNT	G/L ACCT #	DESCRIPTION	INVOICE #
--------	------------	-------------	-----------

01	337987	\$40.00 40.00	06/30/08 11-4-00-4235	20449		0 WILLIAM PEREZ A	OUTSTANDING
01	337975	\$1010.31 139.99 870.32	06/30/08 11-5-20-5300 11-5-23-5500	01803		0 ZEE MEDICAL, INC. A A	OUTSTANDING
01	338036	\$197.37 197.37	06/30/08 23-5-00-5335	01803		0 ZEE MEDICAL, INC. A	OUTSTANDING

TOTAL # OF ISSUED CHECKS:	217	TOTAL AMOUNT:	747563.33
TOTAL # OF VOIDED/REISSUED CHECKS:	1	TOTAL AMOUNT:	750.00
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	339,877.91	750.00
015	COMMUNITY OUTREACH FUND	2,646.71	0.00
023	LIBRARY FUND	14,225.92	0.00
032	CDBG PROJECT FUND	14,069.84	0.00
040	CAPITAL PROJECTS FUND	31,250.10	0.00
051	MISC GRANT FUND	1,473.48	0.00
055	SOUTH BERWYN CORRIDOR TIF FUND	113,521.18	0.00
056	CERMAK TIF DISTRICT	50,642.84	0.00
057	ROOSEVELT TIF FUND	40,573.51	0.00
058	OGDEN AVE. TIF DISTRICT	4,768.50	0.00
065	INFRASTRUCTURE BOND FUND	2,721.70	0.00
079	MOTOR FUEL TAX	70,973.04	0.00
080	WATER AND SEWER	49,693.60	0.00
082	COB LIABILITY FUND	11,125.00	0.00
		=====	=====
	TOTAL -	747,563.33	750.00

K-3

June 16, 2008

YMCA Board Officers

James E. Swicionis
President
David A. Osborn
First Vice President
Joseph M. Kroc
Second Vice President
Ana Espinoza
Secretary
Robert S. Powell
Treasurer
Albert L. Basile
Past President

To: City of Berwyn
From: Katie Trendel
Sports Director
Re: Pav YMCA Rummage Sale

YMCA Board Members

Lawrence D. Bell
Barry J. Cannizzo
Esther Corpuz
Gene Czajka
Christine M. Grano
Betty Holland
Dean Johnson
Denise Pav
Joseph Pav
Jeanne Staniec
Richard Susralski
Gerald Zabojsnik

Please consider the Pav YMCA's request to have an Outdoor Rummage Sale on Saturday, August 23, 2008 from 8:00 a.m. until 1:00 p.m.

This rummage sale will benefit our Gymnastics Program. We will be utilizing outdoor space along Oak Park Avenue on the East Side of the street. There will be no obstruction of sidewalks or streets.

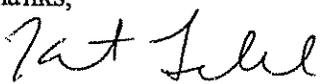
Thank you for your consideration. This will help our Gymnastics Program achieve their goal of fundraising for specialized equipment.

Any questions concerning this request, please do not hesitate to call.

YMCA Executive Staff

John L. Usmial
Executive Director/CEO

Don Benischek
Building/Grounds Director
Jamie Kucera
Senior Program Director
Marilyn Lamatina
Finance Director
Len Lindahl
Senior Program Director
Jean Miller
Administrative Assistant
Joan A. Polner
Mktg /Financial Dev. Director

Thanks,

Katie Trendel
708-749-0606 X47

YMCA Directors

Gerald Anderson
Suzanne Blecha
Mary Diaz
Mary Fehrman
Cheryl U. Green
Pavla Jozova
Andrea Maurey
Jorge Piedrasanta
Catherine Trendel



K-4



Girl Scouts - Illinois Crossroads Council
650 N Lakeview Parkway
P.O. Box 8116
Vernon Hills, IL 60061-8116
T 847-573-0500 F 847-573-0400
E-mail: webmaster@ilcrossroads.org
www.ilcrossroads.org

June 18, 2008

Tom Pavlik
City Clerk
6700 W. 26th Street
Berwyn, IL 60402

Dear Tom Pavlik:

On July 1, 2008, seven Girl Scout councils will come together to form Girl Scouts of Greater Chicago and Northwest Indiana Council. We request permission to conduct our annual Fall Product Activity and Girl Scout Cookie[®] Program in your community. The proceeds of these program activities will help fund local Girl Scout troop programs and support services offered directly to girls in your community.

Trained adults will supervise all Girl Scouts participating in either or both program activities. We assure you that safety precautions, including our own safety standards required by Girl Scouts of the USA, and all local regulations will be adhered to throughout the activities.

Girl Scouts will be participating in the 2008 Fall Product Activity (selling magazine subscription, nuts, and chocolate products to family and friends) from October 10, 2008, to October 26, 2008.

The Girl Scout Cookie[®] Program involves Girl Scouts taking orders in neighborhoods from January 1, 2009, to January 25, 2009. A direct sale to the general public will be conducted February 21, 2009, through March 22, 2009 at weekend site activities.

Please direct your response to Karen Malicki at 847-573-0500, ext. 1076, or email kmalicki@ilcrossroads.org at your earliest convenience. We thank you for your support.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Stigler".

Kathy Stigler
Product Program Manager
847-573-0500
kstigler@ilcrossroads.org



Berwyn Ace Hardware

6316-28 Ogden Avenue
Berwyn, Illinois 60402

(708) 795-6060
Fax (708) 795-6081

K/S
City of Berwyn
Mayor Michael O'Connor
Berwyn City Council
6700 W. 26th St.
Berwyn, Illinois

Ladies and Gentlemen:

Please consider this application to hold our 25th annual "Sidewalk Sale". We would like to hold the event on August 30, 2008, on the sidewalk, parkway, and _____ parking lot, at Berwyn Ace Hardware, 6316 Ogden Ave. Our hours would be from 8:00 a.m. to 5:00 pm. Saturday, with "set-up" Friday, August 29, 2008. We would, as in the past, sell general merchandise, closeouts, season ends, and other hardware items from under a 60 foot tent. Historically, we have sold Vienna hot dogs & pop, with applicable Health Department permits, at this event. As always, we use this event to support the "Buy in Berwyn" theme. I appreciate your consideration of this application.

Respectfully

Kenneth E. Cechura
President,
Berwyn Ace Hardware
6316 W Ogden Ave.
Berwyn, Illinois 60402

Cc: Alderman Santiago "Jim" Ramos

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

Date: June 20, 2008

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party Aug 23, 2008 block of 33rd & Wenonah

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 23rd of Aug 08 block
of 33rd & Wenonah.

The residents request permission to hold the event on Aug 23, 2008

With a rain date of Aug 30, 2008. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Esmeralda Avila

Contact person is: Esmeralda Avila

Address is: 3326 S. Wenonah

Phone number is: _____

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

To whom it may concern:

I Esmeralda Avila, will like to request upon a permit to organize a block party of the street of 33rd and Wenonah. The event will be established the date of August 23rd of 2008, in case if it rains there will be a second date which will be August 30th of 2008. I have received signatures from my fellow neighbors; hopefully it's satisfied to the needs of the city council.

Esmeralda Avila
3326 s. Wenonah
Berwyn ill, 60402

A handwritten signature in black ink that reads "Esmeralda Avila". The script is cursive and fluid, with the first name being larger and more prominent than the last name.

Second Contact
Maria D. Torrez
3325 s. Wenonah
Berwyn ill, 60402

WE THE UNDERSIGNED RESIDENTS OF THE Wenonah BLOCK OF 33 E Wenonah
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug 23, 2008
BETWEEN THE HOURS OF 9:00am AND 9:00pm. OUR RAIN DATE IS Aug 30, 2008

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

=====

ADDRESS

=====

3326 S. Wenonah

3325 S. Wenonah

3331 S. Wenonah

7025 34th St Wenonah

3311 Wenonah

3317 S. WENONAH AVE

3330 S. Wenonah Ave

3333 S. Wenonah Ave.

3309 S. WENONAH AVE

3310 WENONAH AVE

3336 Wenonah Avenue

7019 34th St

3318 Wenonah

Michael A. O'Connor
Mayor



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www.berwyn-il.gov

K-7

THOMAS J. PAVLIK
CITY CLERK

Date: 6/20/08

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 2300 block of Elmwood

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 2300 block
of Elmwood.

The residents request permission to hold the event on Aug 2.

With a rain date of Aug 16. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Jesse Barrios

Contact person is:

Jesse Barrios

Address is:

2307 S. Elmwood

Phone number is:

- - - - -

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

WE THE UNDERSIGNED RESIDENTS OF THE 2300 BLOCK OF Elmwood
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug. 2,
BETWEEN THE HOURS OF 9⁰⁰ AND . OUR RAIN DATE IS Aug 16

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

=====

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

=====

- 2307 S Elmwood Ave.
- 2306 S. Elmwood Ave.
- 2308 S. Elmwood Ave.
- 2316 Elmwood Ave. ^{Spn}
- 2318 Elmwood Ave.
- 2319 Elmwood Ave.
- 2329 Elmwood Ave.
- 2328 Elmwood Ave
- 2326 Elmwood Ave
- 2313 ~~Elmwood~~ Ave.
- 2309 Elmwood Ave.
- 2327 S. ELMWOOD ^{708 749-9491}
TEOPICAL BLEND
- 346 S. Elmwood Ave - 473-6009

- 2336 Elmwood ^{312 865-9550}
- 2334 Elmwood
- 2324 S ELMWOOD AVE
- 2311 Elmwood Ave. ^{708 404-5336}
- 2300 Elmwood Ave.
- 2312 Elmwood Ave ⁷⁸⁵⁻⁶⁵⁶¹
- 2345 Elmwood
- 2347 Elmwood

Michael A. O'Connor
Mayor



A Century of Progress with Pride

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www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

Date: 6/20/08

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 1300 block of Wenonah Ave

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1300 block
of Wenonah Ave.

The residents request permission to hold the event on Saturday 7/26/08

With a rain date of 7/27/08. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Michael DelFiacco

Contact person is: Michael DelFiacco

Address is: 1326 S. Wenonah Ave

Phone number is:

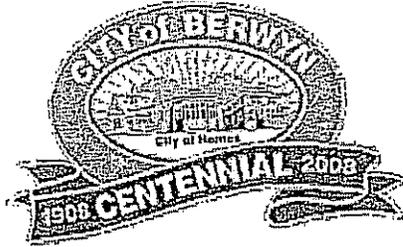
****PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED****

WE THE UNDERSIGNED RESIDENTS OF THE 1300 BLOCK OF Wenonah
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 7/26/08 (Sat)
BETWEEN THE HOURS OF 9 AM AND 9 PM. OUR RAIN DATE IS 7/27/08

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

NAME	ADDRESS
	1324 WENONAH
	1328 WENONAH
	1318 WENONAH
	1318 WENONAH
	1306 WENONAH
	1302 S. WENONAH AVE
	1313 WENONAH
	1315 WENONAH
	1323 WENONAH
	1327 WENONAH
	1331 WENONAH
	1343 WENONAH
	1349 WENONAH
	1346 WENONAH
	1342 WENONAH
	1334 S. WENONAH
	1310 WENONAH
	1326 S. WENONAH
	1309 WENONAH
	1311 S WENONAH
	1338 S. WENONAH
	1339 WENONAH

Michael A. O'Connor
Mayor



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www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

Date: 6/20/08

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 3800 block of Kenilworth

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3800 block
of Kenilworth.

The residents request permission to hold the event on Sat. Aug 2nd 2008

With a rain date of Sun Aug 3rd 2008. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

3800 residents

Contact person is: Linda Baran

Address is: 3838 Kenilworth

Phone number is: .

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

WE THE UNDERSIGNED RESIDENTS OF THE 3800 BLOCK OF Kenilworth
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sat. Aug 2nd
 BETWEEN THE HOURS OF 8:30 AND 9. OUR RAIN DATE IS: Sun Aug 3rd

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

NAME

ADDRESS

32 S. KENILWORTH BERWYN

18 KENILWORTH BERWYN

3820 KENILWORTH BERWYN

3804 KENILWORTH BERWYN

3827 KENILWORTH BERWYN

3810 KENILWORTH BERWYN

3852 S. KENILWORTH BERWYN

3854 S. KENILWORTH BERWYN

3837 KENILWORTH BERWYN IL

3850 KENILWORTH BERWYN IL

3833 KENILWORTH BERWYN IL

3812 KENILWORTH BERWYN IL

3815 KENILWORTH BERWYN IL

3807 KENILWORTH BERWYN

3811 KENILWORTH BERWYN

3808 KENILWORTH BERWYN

3834 KENILWORTH BERWYN

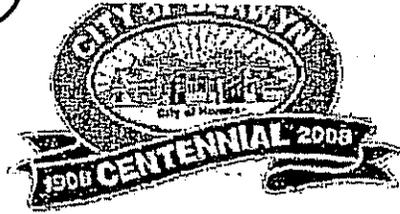
3835 KENILWORTH BERWYN

3814 KENILWORTH

3838 KENILWORTH BERWYN IL

3838 KENILWORTH

Michael A. O'Connor
Mayor



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THOMAS J. PAVLIK
CITY CLERK

Date: 6/22/08

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 6400 block of 33rd St

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 6400 block
Of 33rd St, Berwyn

The residents request permission to hold the event on July 12, 2008

With a rain date of N/A. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

D. Ziegler

Contact person is:

Dave Ziegler

Address is:

6441 33rd St

Phone number is:

708-788-2660

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

WE THE UNDERSIGNED RESIDENTS OF THE 6400 BLOCK OF 33rd ST
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON SATURDAY 7/12/8
BETWEEN THE HOURS OF 9:00 AM AND 9:00 PM, OUR RAIN DATE IS

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

=====

ADDRESS

=====

6441 33rd

6442 33

6446 33rd

6438 33rd

6438 33rd ST

6426 33rd ST

6424

6422 W 33rd ST

6418

6405

6439 33rd street

6433

6430 33rd ST

6427 33rd ST

6417 33rd ST.

6413 33rd

6411 N. 33rd

6437 W 33rd

K-11

Date: June 24, 2008

Mayor O'Connor & Members
of the Berwyn City Council

Re: Block Party 3500 block of Clinton Ave

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3500 block
of Clinton Ave.

The residents request permission to hold the event on August 16, 2008
with a rain date of August 23, 2008. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Annette Moreno

Contact person is: Annette Moreno

Address is: 3553 Clinton Ave

Phone number is:

WE THE UNDERSIGNED RESIDENTS OF THE 3500 BLOCK OF Clinton

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 16, 2008

BETWEEN THE HOURS OF 10:00 AM AND 9:00 PM. OUR RAIN DATE IS August 2008

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

NAME	ADDRESS
	3553 Clinton
	3545 CLINTON
	3539 CLINTON
	3537 S. Clinton
	3533 S. Clinton
	3533 S. Clinton
	3521 s. Clinton
	3523 Clinton
	3552 Clinton
	3610 Clinton
	3510 Clinton
	3528 CLINTON
	3518 CLINTON
	3548 Clinton
	3540 Clinton
	3540 Clinton
	3532 CLINTON
	3541 C. LINTON AVE
	3553 Clinton
	3553 Clinton Ave
	3525 Clinton Avenue
	3500 S. Clinton

WE THE UNDERSIGNED RESIDENTS OF THE 110th BLOCK OF GROVE AVE.
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 7/20
BETWEEN THE HOURS OF 9 a.m. AND 10 p.m. ^{OR 9 P.M.} OUR RAIN DATE IS 7/27

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

NAME	ADDRESS
	1619 GROVE AVE
	1615 GROVE AVE
	1613 GROVE AVE.
	1693 GROVE AVE
	1607 GROVE
	1601 S. GROVE
	1600 S. GROVE
	1620 S. GROVE.
	1624 S GROVE.
	1622 GROVE
	1629 S GROVE
	1637 GROVE
	1635 GROVE
	1635 GROVE
	1643 S. GROVE AVE
	1648 S GROVE AVE
	1640 S. GROVE #1
	1630 S GROVE FL
	1621 GROVE
	1631 GROVE
	1636 GROVE 2 FLOR
	1636 GROVE 1 FLOR
	1636 GROVE 1 FLOR

K-13

June 26, 2008

Mayor O'Connor & Members of the Berwyn City Council

Re: Block Party 1800 block of Maple Ave

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1800 block of Maple Ave. The residents request permission to hold the event on August 2, 2008 with a rain date of August 3, 2008. We are aware of the ordinance regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours Truly,



Cristy Demes

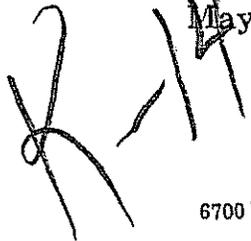
Cristy Demes
1800 Maple Ave

WE THE UNDERSIGNED RESIDENTS OF THE 1800 BLOCK OF Maple
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 2, 2008
BETWEEN THE HOURS OF 8am AND 9pm. OUR RAIN DATE IS August 3, 2008

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

NAME	ADDRESS
	1800 Maple Ave
	82 Maple Ave
	804 Maple Ave
	303 MAPLE AVE
	306 Maple Ave
	1810 MAPLE AVE
	1822 S. Maple Ave
	1826 S. Maple Ave
	830 S Maple Ave
	1832 Maple Ave
	1844 S. MAPLE AVE
	1849 Maple Ave
	1847 Maple Av.
	1845 Maple Ave
	1829 Maple Ave
	1827 Maple Ave
	1825 Maple Ave
	1823 Maple Ave
	1805 S. Maple

Michael A. O'Connor
Mayor



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www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

Date: 6/30/08

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 3200 block of Maple

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3200 block
of Maple Avenue.

The residents request permission to hold the event on August 23, 2008

With a rain date of Sept. 6, 2008. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,



Contact person is: SALVADOR J. RODRIGUEZ SR.

Address is: 3205 S. Maple Avenue

Phone number is: _____

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

WE THE UNDERSIGNED RESIDENTS OF THE 3200 BLOCK OF Maple Avenue
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 23, 2008
BETWEEN THE HOURS OF 9 AM AND 9 PM. OUR RAIN DATE IS _____

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

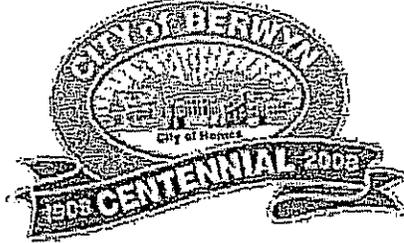
NAME	ADDRESS
	3205 S. Maple
	3210 S. Maple
	3215 S. Maple
	3222 S. Maple
	3226 S. Maple
	3230 Maple
	3234 Maple
	3240 Maple
	3249 maple
	3215 maple
	3242 MAPLE
	3201 Maple
	3221 Maple
	3214 maple
	3202 Maple
	3209 maple
	3206 maple
	3247 S. Maple 1N
	3219 Maple Ave
	3235 S. MAPLE
	3218 S. Maple
	3202 Maple ave.
	3210 Maple

WE THE UNDERSIGNED RESIDENTS OF THE 1800 BLOCK OF CLINTON AVE.
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON AUGUST 2, 2008
BETWEEN THE HOURS OF 8 AM AND 9 PM. OUR RAIN DATE IS AUGUST 9, 2008

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

NAME	ADDRESS
	1838 S. CLINTON AVE.
	1835 S. CLINTON AVE.
	1843 S. CLINTON AVE.
	1820 S. CLINTON AVE.
	1828 S. CLINTON AVE.
	1819 S. CLINTON AVE.
	1821 S. CLINTON
	1811 S. CLINTON AVE.
	1805 S. CLINTON AVE.
	1801 S. CLINTON AVE.
	1829 CLINTON AVE.
	1833 CLINTON AVE.
	1847- CLINTON AVE.
	1848 CLINTON AVE.
	1844 CLINTON AVE.
	1840 CLINTON AVENUE.
	1826 CLINTON AVENUE
	1816 CLINTON AVE.
	1814 CLINTON AVE.
	1851 CLINTON AVE.
	1845 S. CLINTON AVE.
	1805 CLINTON
	1806 CLINTON 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

R-16

THOMAS J. PAVLIK
CITY CLERK

Date: July 19 ~~2008~~ 2008

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 13th block of Elmwood

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 13th block
of ELMWOOD.

The residents request permission to hold the event on July 19 2008

With a rain date of July 20 2008. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Celia Reyes

Contact person is:

CELIA REYES

Address is:

1338 S. ELMWOOD AVE.

Phone number is:

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

WE THE UNDERSIGNED RESIDENTS OF THE 13TH BLOCK OF ELMWOOD
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 7-19-08
 BETWEEN THE HOURS OF _____ AND _____. OUR RAIN DATE IS July

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

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NAME	ADDRESS
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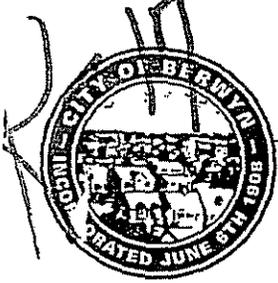
- 1336 S. Elmwood
- 1347 S. ELMWOOD
- 1341 S Elmwood
- 1339 S Elmwood
- 1329 S Elmwood Ave
- 1325 S. Elmwood Av.
- 1311 S. Elmwood
- 1301 S, ELMWOOD
- 1302 S. Elmwood
- 1306 S ELMWOOD
- 1308 Elmwood AV
- 1312 Elmwood
- 1322 ELMWOOD
- 1346 Elmwood
- 1333 ELMWOOD 708
- 1320 S. Elmwood (708)
- 1310 S ELMWOOD 700
- 1309 Elmwood 708
- 1303 Elmwood (708)
- 1317 ELMWOOD
- 1323 Elmwood 708
- 1324 ELMWOOD
- 1345 Elmwood
- 1348 ELMWOOD

1
gross 1317 Elmwood.

1307 Elmwood

1318 Elmwood Ave

Wald 1342 Elmwood Avenue



THE CITY OF **BERWYN, ILLINOIS**

Building A New Berwyn

MICHAEL A. O'CONNOR, Mayor

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

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

THOMAS J. PAVLIK
CITY CLERK

Date: June 2, 2008

Mayor O'Connor & Members
of the Berwyn City Council

Re: Block Party 3500 block of Wenonah

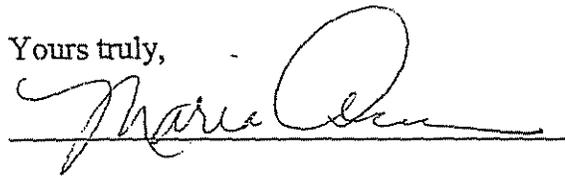
Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3500 block
of Wenonah.

The residents request permission to hold the event on ~~Aug 9, 2008~~ Aug. 16 2008
with a rain date of August 10, 2008. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,



Contact person is:

Maria Anderson

Address is:

3529 Wenonah

Phone number is:

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

WE THE UNDERSIGNED RESIDENTS OF THE 3500 BLOCK OF Wenonah
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug 16~~th~~, 2008
BETWEEN THE HOURS OF 8 AM AND 9 pm. OUR RAIN DATE IS August 17, 2008

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

=====

NAME

ADDRESS

=====

3529 WENONAH

3517 SO. WENONAH AVE.

3521 SO. WENONAH AVE

3535 S WENONAH AVE

3526 S. WENONAH

3534 WENONAH AVE.

3518 WENONAH

7030 35th St (35th WENONAH)

3501 S. WENONAH

3539 S. WENONAH

354 WENONAH

3525 WENONAH

3515 S. ~~WENONAH~~ WENONAH

3523 S. WENONAH

3513 S WENONAH

3533 S. WENONAH

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Michael A. O'Connor
Mayor



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THOMAS J. PAVLIK
CITY CLERK

Date: July 2, 2008

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 3400 block of Home

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 3400 block
of Home Ave.

The residents request permission to hold the event on July 26, 2008

With a rain date of July 27, 2008. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Stona N. Chapman

Contact person is: Stona N. Chapman

Address is: 3416 S Home Ave

Phone number is: _____

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

Michael A. O'Connor
Mayor



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THOMAS J. PAVLIK
CITY CLERK

Date: 7/3/08

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party 6800 block of 29th Pl

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 6800 block
of 29th Pl.

The residents request permission to hold the event on 8/23/08

With a rain date of 8/23/08. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Rita Thoner

Contact person is: Rita Thoner

Address is: 6848 29th Pl B

Phone number is: _____

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

WE THE UNDERSIGNED RESIDENTS OF THE 6800 BLOCK OF 29th Place

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 8/23/08

BETWEEN THE HOURS OF 9⁰⁰ AM AND 9 PM OUR RAIN DATE IS 8/24/08

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

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ADDRESS

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- 6848 29th PL
- 6840 29th PL
- 6838 W. 29th PL
- 2929 Kenilworth
- 6837 W. 29th PL
- 6836 29th PL
- 6832 29th PL
- 6830 29th PL
- 6828 29th PL
- 6826 29th PL
- 6824 29th PL
- 6820 29th PL
- 6818 29th PL
- 6816 29th PL
- 6814 29th PL
- 6835 29th PL
- 6844 29th PL

Michael A. O'Connor
Mayor

K-20



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THOMAS J. PAVLIK
CITY CLERK

Date: *July 2, 2008*

Mayor O'Connor & Members
Of the Berwyn City Council

Re: Block Party *30th Pl.* block of *6900*

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the *6900* block
of *30th Pl.*

The residents request permission to hold the event on *August 9th*

With a rain date of *August 10th*. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Cynthia Orrico

Contact person is: *Cynthia Orrico*

Address is: *6921 30th Pl*

Phone number is: _____

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

WE THE UNDERSIGNED RESIDENTS OF THE 6900 BLOCK OF 30th Pl
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 9th
BETWEEN THE HOURS OF 11am AND 9pm. OUR RAIN DATE IS August 10th

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

===== ADDRESS =====

- 6913 W 30TH PLACE
- 6909 W. 30th Place
- 6901 30TH PLACE.
- 6904 30th Place
- 6912 30th PLACE
- Donor 6916 W 30 PL
- 6918 W. 30th PL
- 6920 30th PL
- 6922 30th PL
- 6921 30th PL
- 6924 W. 30th Place
- 6928 30th PL
- 6932 30th PL
- 6936 30th PL
- 6946 30th PL
- 6940 30 PL
- 6952 30th PL
- 6950 30th PL
- 6948 W 30th PL
- 6915 W 30th PL
- 6949 30th PL
- 6919 30th PL