

# **City of Berwyn City Council Meeting**

**August 12, 2008**

# BERWYN CITY COUNCIL MEETING

**AUGUST 12, 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

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## AGENDA

### ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. REG MTG-7/22/08-COW 7/15/08-7/16/08-7/22/08-COW/BDC-7/29/08
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. TIF APPLICATION-NICHOLAS & ANGELA DIBRIZZI-7005 ROOSEVELT RD
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. DEFER-MAYOR-PARKING 32<sup>ND</sup> & HARLEM
  - 2. PROPOSED REFERENDUM-ALDERMAN ERICKSON
  - 3. NATIONAL NIGHT OUT
  - 4. BDC-MID YEAR STATUS REPORT 2008
  - 5. BLOCK PARTY ON 2100 BLOCK OF LOMBARD
  - 6. SNOW EMERGENCY PLAN
  - 7. MAILING MACHINE UPGRADE
  - 8. COMCAST CARE CHECK PRESENTATION TO YOUTH CROSSROADS
  - 9. QUESTIONAL DIPLOMAS
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM ( ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
  - 1. CHAPMAN-CITY FINANCES, LAYOFFS, AND MID YEAR ADJUSTMENTS
  - 2. RAMOS-REQ 13<sup>TH</sup> ANNUAL BLK PARTY-8/31/08
  - 3. LOVERO-OAK PARK REGIONAL HOUSING CENTER
  - 4. LOVERO-NON-UNION FURLOUGHS
  - 5. F/P COMM-APPT BRIAN MADDEN-PROB. FIREFIGHTER

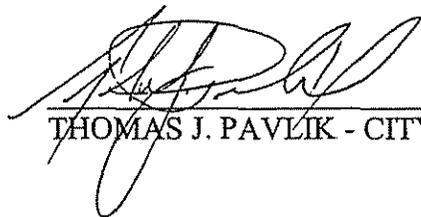
(J) STAFF REPORTS

1. LAW DEPT-SETTLE CASE #06L 1186(CIRCUIT CT OF COOK COUNTY)
2. LAW DEPT-ORD-PARKING-SCHOOL DIST & CHURCH-PARKING PASSES
3. LAW DEPT-ORD-MUNICIPAL BLDG DESIGNATION AS HISTORIC LANDMARK
4. LAW DEPT-ORD-DEMOLITION DELAY
5. LAW DEPT-RESOL JOB DESCRIPTIONS-ADM ASSISTANT-ASST FIRE CHIEF-  
DIR COMMUNITY DEV-DIR OF COMMUNITY OUTREACH-DIR OF NEIGHBORHD  
AFFAIRS-DIR OF FINANCE-GRANT ADM/COMMUNITY DEV-DIR OF HUMAN  
RESOURCES
6. LAW DEPT-ORD-32<sup>ND</sup> & HARLEM PRKNG IMPROVEMENT AGRMNT WITH LEA, LTD
7. POLICE CHIEF-HIRING TO FILL VACANCIES CREATED BY RESIGNATIONS
8. PUB. WKS DIR-PROPOSED CHANGES TO THE EMERGENCY SNOW RT POLICY
9. PUB. WKS DIR-REQ TO SEEK BIDS FOR HOLIDAY DECORATIONS
10. FINANCE DIR-IMPACT OF DEPARTMENTAL BUDGET CUTS-2008
11. FINANCE DIR-ANALYSIS OF PARKING ENFORCEMENT COLLECTIONS
12. TRAFFIC ENGINEER-TEMPORARY BARRIER AT RIVERSIDE DR. ALLEY BETWEEN  
GROVE & OAK PARK AVE.
13. TRAFFIC ENGINEER-TRAFFIC FLOW AT IRVING SCHOOL

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

1. BUDGET CHAIRMAN-PAYROLL-7/23/08-\$913,946.29-8/6/08-\$851,698.46
2. BUDGET CHAIRMAN-PAYABLES-8/12/08-\$1,836,399.83
3. COLLECTOR-BUSINESS PERMITS ISSUED-JULY, 2008
4. BLDG DIR-BUILDING PERMITS ISSUED-JULY, 2008
5. DAY-HANDICAP REQ-M. MAGBANUA-1431 RIDGELAND-APPROVE
6. LOVERO-HANDICAP REQ-A.DZAMBAZI-1910 WENONAH-DENY
7. ERICKSON-HANDICAP REQ-V. DUFF-1231 KENILWORTH-APPROVE
8. BLOCK PARTY-1900 SCOVILLE-8/23/08
9. BLOCK PARTY-2300 HIGHLAND-8/23/08
10. BLOCK GARAGE SALE-3700 & 3800 RIDGELAND & CUYLER-9/6/08
11. DEDICATED TO YOUTH MINISTRIES-SIDEWALK SALE-8/15 & 8/16/08 -9-4PM

ITEMS SUBMITTED ON TIME 41

  
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THOMAS J. PAVLIK - CITY CLERK

**ADDENDUM**  
**AGENDA**  
**BERWYN CITY COUNCIL**  
**AUGUST 12, 2008**

**J. 14. LAW DEPT-METRA PLATFORM LEASE-AMENDMENT**

# 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**  
**JULY 22, 2008**

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:21 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, and paramedics.
3. The Open Forum portion of the meeting was announced. Mayor O'Connor informed all, of the City Council rule regarding agenda items, which does not allow anyone to speak in Open Forum regarding any item on the Council agenda, and stated that the rule will be enforced, due to the volume of residents in attendance, regarding the Methadone Clinic. The Mayor recognized Sandy Van Goethem of 7124 Riverside Drive, who spoke on the 16<sup>th</sup> Street Theater and the financial difficulties because a Grant was not received and requested contributions and support from all, the Mayor recognized Mick Ross of the AFSCME union who read a statement into the record regarding prescription drug coverage co-pay and requested to provide relief for lower income employees and also spoke regarding the RFP on the agenda and feared the RFP for insurance broker would be counter productive and is in support of current Blue Cross/Blue Shield insurance broker and stated that he was dropping the appeal regarding the FOIA about same, Alderman Skryd questioned the Mayor about the possibility of changing the location for tonight's meeting due to the volume of people, to the community center, the Mayor said that it was considered, but feared notification would have been difficult and most would not have known about the change.
4. The minutes of the regular Berwyn City Council meeting of July 8, 2008 were submitted. Thereafter, Chapman made a motion, seconded by Erickson, to reconsider item #21, of the July 8, 2008 minutes. The motion to reconsider carried by the following roll call: Yeas: Chapman, Weiner, Skryd, Phelan, Lovero, Erickson. Nays: none. Abstain: Ramos, Day. Thereafter, Chapman made a motion, seconded by Erickson, to amend the motion in item #21, the motion to amend the motion carried by a unanimous roll call vote. Thereafter, Chapman made a motion, seconded

by Erickson, to deny the request of Conditional Use to be granted in a C-2 District regarding the Bobby Buonauro Clinic, 3245 Grove Avenue. The motion to deny, carried by a unanimous roll call vote.

5. The minutes of the regular Berwyn City Council meeting and the Committee of the Whole of July 8, 2008 were submitted. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve the minutes as amended and to approve the Committee of the Whole minutes of July 8, 2008 as submitted. The motion carried by a voice vote.
6. Erickson made a motion, seconded by Lovero, to suspend the rules and bring forth item I-4. The motion carried. Item I-4 is a communication from the Fire and Police Commissioners regarding the appointment of Carl J. Reina, Jr. to the rank of Lieutenant. Thereafter, Lovero made a motion, seconded by Skryd, to concur and approve the appointment as submitted. Thereafter, Clerk Pavlik administered the oath of office and the Mayor and City Council extended congratulations.
7. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item G-1. The motion carried. Item G-1 is a communication from the City Clerk regarding Dollars for Scholars recipients. Thereafter, Clerk Pavlik announced the 2008, Fall Scholarships winners as follows: Alexander Grozdic, graduate of Morton West High School, and Elizabeth McKinley, graduate of Fenwick High School, and presented an Award Certificate to Alexander Grozdic, who was in attendance. Thereafter, Clerk Pavlik congratulated the recipients and acknowledged the BDC Depot District Events committee for their continued support and the Berwyn Township, Board of Trustees for their \$500 grant for the 2008 scholarship and the pledge of \$500 for the 2009 school year. Thereafter, Lovero made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
8. Weiner made a motion, seconded by Chapman, to suspend the rules and bring forth item F-8. Item F-8 is a communication from the Mayor regarding the appointment of Rebecca Houze to the Berwyn Historic Preservation Commission. Thereafter, Weiner made a motion, seconded by Skryd, to concur and approve the appointment as submitted. The motion carried by a voice vote. Thereafter, the Mayor and Council recognized and congratulated Ms. Houze.
9. Weiner made a motion, seconded by Skryd, to suspend the rules and bring forth item J-7. The motion carried. Item J-7 is a communication from the Berwyn Park District requesting the installation of a wireless antennae facility at Proksa Park, located at the corner of 29<sup>th</sup> Place and Home

Avenue. Thereafter, Weiner made a motion, seconded by Erickson, to refer the matter to the Zoning Board of Appeals. The motion carried by the following roll call: Yeas: Chapman, Weiner, Skryd, Day, Lovero, Erickson. Nays: Phelan.

10. Chapman made a motion, seconded by Lovero, to suspend the rules and bring forth item F-1 and to bring forth items J-3 and J-4 from the Berwyn Police department regarding "National Night Out" and "Take Back the Night Rally" and mark as germane. The motion carried. Item F-1 is a Proclamation from the Mayor recognizing "National Night Out" on Tuesday, August 5, 2008 to be held at the Morton West Stadium and fields supporting the 25<sup>th</sup> "Annual National Night Out event". Thereafter, Lovero made a motion, seconded by Skryd, to adopt the Proclamation as presented. The motion carried by a voice vote.
11. The Berwyn Development Corporation submitted a communication regarding the Cermak Road Median Construction. Thereafter, Skryd made a motion, seconded by Lovero, to concur and approve the attached change order in an amount not to exceed \$151,890. The motion carried by a unanimous roll call vote.
12. The Mayor submitted a communication regarding a parking plan at 32<sup>nd</sup> and Harlem Avenue. Thereafter, Chapman made a motion, seconded by Skryd, to defer the matter until the end of the meeting. The motion carried by a voice vote.
13. The Mayor submitted a communication regarding RFP for Health Insurance. After discussion, Erickson made a motion, seconded by Weiner, to concur and approve the RFP as amended and to seek bids for a 3 year insurance contract. The motion carried by a unanimous roll call vote.
14. The Mayor submitted a communication for a proposed Referendum from Alderman Erickson regarding a non-partisan election. After discussion, Erickson made a motion, seconded by Day, to concur and approve the proposed Referendum to be placed on ballot for a non-partisan election. The motion failed on the following roll call: Yeas: Weiner, Day, Erickson. Nays: Chapman, Ramos, Skryd, Phelan, Lovero. After further discussion, Lovero made a motion, seconded by Ramos, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
15. The Mayor submitted a communication regarding Rain Barrels and a request to amend current ordinance. Thereafter, Erickson made a motion, seconded by Weiner, to refer the matter to the Law department. The motion carried by a voice vote with Phelan voicing a contrary nay.

16. The Mayor submitted a communication regarding the Berwyn Development Corporation Mid Year Update, Special Committee of the Whole meeting to be held on Tuesday, July 29, 2008 at 7:30 p.m. at the Berwyn City Hall. Thereafter, Erickson made a motion, seconded by Skryd, to concur and approve the meeting as called and amend on face regarding time and location. The motion carried by a unanimous roll call vote.
17. The Mayor submitted a communication regarding the veto of Item I-6 and its germane items I-1, J-3, and G-3 at the July 8, 2008 City Council meeting which approved the reinstatement of laid off city employees. Thereafter, Lovero made a motion, seconded by Chapman, to override the Mayor's veto. The motion to override was defeated by the following roll call: Yeas: Chapman, Skryd, Phelan, Lovero. Nays: Ramos, Weiner, Day, Erickson, O'Connor.
18. The Mayor submitted a communication regarding Mailing equipment upgrade. Thereafter, Erickson made a motion to concur and approve as submitted. The motion failed for lack of a second. After discussion, Skryd made a motion, seconded by Chapman, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
19. The Mayor submitted an ordinance to prohibit Methadone Clinics in Berwyn. Thereafter, Erickson made a motion, seconded by Weiner, to concur and to prepare an advisory referendum for the November, 2008 ballot to limit use regarding Medical Clinics and to refer the matter to the Law department for drafting. During the call of the roll, several questions and comments were submitted from the audience. After discussion, the Mayor cautioned the audience not to comment during the call of the roll. After order was restored by the Mayor, the motion carried by a unanimous roll call vote.
20. The Clerk submitted a communication requesting approval of closed Committee of the Whole minutes for June 10, 2008 and June 24, 2008 as reviewed in closed session on July 8, 2008. Thereafter, Ramos made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a voice vote.
21. Alderman Chapman submitted a communication regarding the reconsideration of item #21 of the City Council minutes of July 8, 2008, regarding the Bobby Buonauro Clinic. Thereafter, Chapman made a motion, seconded by Ramos, to accept the matter as informational. The motion carried by a voice vote.

22. Alderman Skryd submitted a communication regarding a traffic control device at 26<sup>th</sup> Street and Scoville. After discussion, Skryd made a motion, seconded by Chapman, to concur and authorize the Public Works department to install signage to prohibit left turns at the intersection of 26<sup>th</sup> Street and Scoville as recommended by the Traffic Engineer. The motion carried by a unanimous roll call vote.

23. Alderman Lovero submitted an ordinance entitled:

**AN ORDINANCE AMENDING THE TRAFFIC CODE OF THE CITY OF BERWYN, REGARDING PARKING RESTRICTIONS ON WENONAH AVENUE**

Thereafter, Lovero made a motion, seconded by Skryd, to concur and **adopt** the ordinance as amended, section 484.02 (c) and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

24. A deferred communication from the Law department regarding the Parking ordinance. After discussion, Erickson made a motion, seconded by Day, to separate the ordinances and label "A", "B", "C", and "D". The motion carried by a voice vote.

Thereafter, ordinance "A" entitled:

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

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

25. A deferred communication from the Law department regarding the Parking ordinance "B" entitled:

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

Thereafter, Erickson made a motion, seconded by Day, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the

following roll call: Yeas: Chapman, Ramos, Skryd, Day, Lovero, Erickson.  
Nays: Weiner, Phelan.

26. A deferred communication from the Law department regarding the Parking ordinance "C" entitled:

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

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

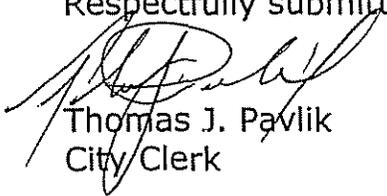
27. A deferred communication from the Law department regarding the Parking ordinance "D", School District and Church parking passes. After discussion, Lovero made a motion, to concur and adopt the ordinance as presented. After further discussion, the motion was withdrawn. Thereafter, Lovero made a motion, seconded Erickson, to refer the matter to the Law department to amend the ordinance Chapter 484.04(A). The motion carried by a voice vote.
28. The Police chief submitted a communication requesting hiring to fill vacancies created by resignations. After discussion, Erickson made a motion, seconded by Skryd, to waive the hiring freeze. The motion carried by a unanimous roll call vote. Thereafter, Erickson made a motion, seconded by Skryd, to concur and approve the hire of 2 candidates from the Lateral Hire List effective August 1, 2008. The motion carried by a unanimous roll call vote.
29. The Community Development director submitted a Resolution regarding the CDBG Ninth Year Action Plan. Thereafter, Erickson made a motion, seconded by Ramos, to concur and **adopt** the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll call: Yeas: Ramos, Weiner, Skryd, Day, Phelan, Lovero, Erickson. Nays: Chapman.
30. The Centennial Chairman submitted a communication regarding Centennial volunteer omissions. Thereafter, Chapman made a motion, seconded by Ramos, to accept the matter as informational. The motion carried by a voice vote.

31. The Mayor submitted a communication regarding a parking plan at 32<sup>nd</sup> and Harlem Avenue. After discussion, Ramos made a motion, seconded by Chapman, to defer the matter for 3 weeks. The motion carried by a voice vote.
32. Consent Agenda items K-1 through K-16. After discussion, Erickson made a motion, seconded by Day, to suspend the rules and bring forth item K-5 from the consent agenda. The motion failed by the following roll call: Yeas: Day, Erickson. Nays: Chapman, Ramos, Weiner, Skryd, Phelan, Lovero.
- K-1 Budget chairman, payroll for July 9, 2008 in the amount of \$885,631.51
  - K-2 Budget chairman, payables for July 22, 2008 in the amount of \$1,970,662.42
  - K-3 The collector, business licenses issued during June, 2008
  - K-4 The building director, building permits issued June, 2008
  - K-5 Skryd, handicap request, R. Gilbert, 2812 Highland, **deny**
  - K-6 Lovero, handicap request, A. Bolwin, 1941 Kenilworth, **approve**
  - K-7 Firefighters Local 506 Muscular Dystrophy Drive-Saturdays in August
  - K-8 CBC Shoe Corporation, sidewalk sale, August 7<sup>th</sup> thru August 10<sup>th</sup>
  - K-9 Commodore Barry Post 256, annual picnic, August 9, 2008
  - K-10 1<sup>st</sup> Congregational Church, festival and car show, August 24, 2008
  - K-11 Block party, 3100 Wenonah Avenue, August 23, 2008
  - K-12 Block party, 1800 Home Avenue, August 16, 2008
  - K-13 Block party, 1600 Maple Avenue, August 3, 2008
  - K-14 Block party, 3200 Wisconsin Avenue, August 9, 2008
  - K-15 Block party, 2100 Cuyler Avenue, August 16, 2008
  - K-16 Block party, 3600 Maple Avenue, August 2, 2008
- Thereafter, Ramos made a motion, seconded by Skryd, to concur and approve the Consent Agenda by Omnibus Vote Designation. The motion carried by the following roll call vote. Yeas: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero. Nays: Erickson.
33. The Mayor announced the Committee of the Whole, as previously called, for Tuesday, July 29, 2008 at 7:30 p.m. at the Berwyn City Hall for the Berwyn Development Corporation presentation.  
The Mayor called a Committee of the Whole for Tuesday, August 12, 2008 at 6:00 p.m. for referrals.
34. Skryd made a motion, seconded by Erickson, to recess the City Council meeting to go into Closed Executive session. The Mayor interjected and stated that the call of the Chair was not complete.
35. Alderman Phelan called a Public Works committee meeting for Monday, July 28, 2008 at 7 p.m. for referrals.

BERWYN CITY COUNCIL MEETING  
JULY 22, 2008

36. Alderman Skryd called an Administration committee meeting for Thursday, July 31, 2008 at 5 p.m. for referrals
37. Ramos made a motion, seconded by Skryd, to go into Closed Executive Session of the City Council meeting to discuss contract negotiations at 9:50 p.m. The motion carried by a voice vote.
38. Ramos made a motion, seconded by Skryd, to reopen the City Council meeting at 10:55 p.m. The motion carried.
39. 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 10:55 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

**MINUTES**  
**SPECIAL**  
**COMMITTEE OF THE WHOLE**  
**JULY 15, 2008**

1. A Special Committee of the Whole was called to order by Mayor O'Connor at 7:35 p.m. Upon the call of the roll, the following responded present: Chapman, Weiner, Skryd, Day, Lovero. Absent: Ramos, Phelan, Erickson. Also in attendance Attorneys Bertuca, Bruen and Treasurer Pater.
2. Skryd made a motion, seconded by Chapman, to excuse Aldermen Ramos, Phelan, and Erickson. The Mayor then questioned excusing Alderman Phelan, stating that he contacted the Clerk and informed him that he would not be in attendance, but did not give an excuse. Thereafter, Lovero questioned, why we are excusing Alderman Erickson, has anyone heard from him or has he even notified the Clerk to state a reason for not attending or that he would be late for the meeting. Thereafter, the motion carried by a voice vote.
3. The Mayor recognized John Wysocki, Finance director, who gave a power point presentation regarding Budget Fund Balances, see attached.  
Alderman Erickson present at 7:38 p.m.
  - Director Wysocki explained the Fund Balance and restrictions, the General Fund, Revenues verses Expenditures compared with 2000 through 2006, see attached income statement by Fund for period ending July 30, 2008.
  - Wysocki continued to review Water Fund over the last seven years, reviewed projected revenues and expenditures forecast for the remaining calendar year, projected major revenue sources, continued to review expenditures and projections and reviewed steps taken to reduce spending. Thereafter, the Mayor asked for questions from the aldermen.
  - Alderman Lovero questioned if a hard copy of the power point may be provided, answer, yes, and questioned the projected loss, and if this was before the layoffs, or after the layoffs, answer, before layoffs.  
The Mayor introduced Dan Spears, from Spears Financial, who handled the Bond Issue for the City of Berwyn, and spoke regarding the Bond Issue projections and market trends and the rating categories i.e. Standards & Pours.  
Alderman Phelan present at 7:48 p.m.  
Spears continued to speak regarding GFOA, recommendations and report and explained that other cities are experiencing the same financial difficulties. The Mayor explained that when we restructured the dept this fall, and explored the possibility of borrowing additional funds through

SPECIAL  
COMMITTEE OF THE WHOLE  
JULY 15, 2008

bonding to make up the projected 2 million dollar deficit and shortfall in the budget.

The Mayor referred back to Director Wysocki regarding Budget Adjustments for the Police department. The Mayor referred to Police Chief Kushner who reviewed same.

- Chapman questioned if any other further cuts may be made in the Police department.
- Kushner answered staffing and overtime, but most are related to court time on cases and on the job injuries and requested allowing two laterals to be hired for recent vacancies in the police department.
- Kushner went on to state that the police department was budgeted for gas at \$2.85 a gallon and for the first time was charged for NiCor gas bills, which were never previously in the budget and was explained by Stephanie Walker, former Finance director, that this would be then taken from the gasoline line item of the police department.
- Kushner went on to explain the shortfalls in staffing and overtime are directly related to the promotions that did not happen and the 2 positions not filled after the 2 officers retired.
- Kushner went on to explain recent steps which affect the 2008 budget which included the 3 ½ % pay raises, not given to non union employees, the 15% for radio operators not given, and there is 1 retirement possibly pending. Kushner then handed out the deposits made to MRA and increase in revenue in May, see attached, and explained the local ordinance Court Collections are up by \$26,242 in 2008, parking ticket deposits are up to \$97,889, and parking ticket deposits for booth fees are up in 2008 at \$5,260.
- Kushner explained 2 additional Red Light cameras will be up and running in 3 weeks in the intersection of Ogden and Harlem Avenues, 1 east bound and 1 westbound and explained the location at Harlem and Cermak was not feasible because we could not come to terms for electricity rights with the property owner. Kushner suggested changes in ordinances that will help and will also increase revenue and suggested working with MRA to increase collections.
- Chapman questioned, are these projected increases in revenue numbers reflected in the Power Point presented by John Wysocki. Kushner answered, probably not, because he recently received these numbers and has not turned them over to the finance department.
- Kushner explained that he is looking for grant money from IDOT for safe school routes, which may help reimbursement for crossing guards and that he is hoping to get as much as \$200,000 in grant money.

The Mayor questioned Chief Kushner on how many police officers are out sick and or injured. Kushner related 8 to 9 and 2 have retired and 2 are going into the service and the staffing is at the 2005 staffing level at this

SPECIAL  
COMMITTEE OF THE WHOLE  
JULY 15, 2008

point and reiterated that he would like to replace 2 officers that have resigned and place a request on the next Council agenda.

- Alderman Skryd questioned Chief Kushner regarding gas key usage and tracking usage and take home etc. Kushner stated 7 vehicles are taken home.
- Skryd also questioned records management being managed by sworn officers. Kushner answered, the officers are multi tasking and that they have used civilian volunteers as well as police academy graduates, and some records must be managed by sworn officers.

The Mayor then excused Chief Kushner and police department staff.

Alderman Phelan questioned comments made by the Mayor at the beginning of the meeting regarding his absence, the Mayor refused to comment and asked for a 2 minute break at 8:30 p.m.

Committee of the Whole resumed at 8:35 p.m.

4. The Mayor recognized Public Works Director, Pat Ryan along with Finance Director, John Wysocki, who reviewed Public Works adjustments and budget.
  - Ryan explained that MFT Funds were applied to labor cost in 2008 and 70% of the labor cost are now coming out of MFT and stated that MFT funds may not be used for gasoline cost.
  - Alderman Lovero questioned the tree service contractors and why we have two (2) contractors. Ryan responded, that we only have 1 contractor and that a second Chipper was contracted after recent storm damage, to handle the overload, and went on to state that the contractor is no longer doing tree trimming but only doing removal, because we are so far behind, and because liability costs are increasing, do to dangerous trees which needed to be removed. Lovero questioned how tree trimming is being done and questioned if it is being done by in-house staff. Ryan stated, with limitations because we do not have proper equipment to do high trims.
  - Alderman Chapman questioned the cost savings realized by contracting tree service companies, figures not available.
  - Alderman Lovero questioned the need for a second supervisor position for supervising staff. Ryan admitted that most of his staff does their job well; it is just 10% that need supervision.
  - Lovero then questioned treating basins with mosquito briquettes for this season, Ryan answered no it has not been done, stating that no warnings or recommendations have come forth this year regarding mosquito population. Lovero questioned how this could be done without certified staff and will the public works get it done this year. Ryan explained that he does have staff that have a 3 year certification in Mosquito Larvicide, and

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JULY 15, 2008

will get it done with the water staff and that it is usually done in July and August.

- The Mayor questioned Pat Ryan on how many workers are off or on leave, answer, 1 with an injury and 2 are in the middle of 13 week medical leave.
  - Alderman Chapman questioned how much savings did we realize by laying off workers, Ryan did not know, the Mayor answered approximately \$97,000 for the second half year salary, but does not include benefits which will be used toward unemployment benefits. The Mayor stated that 1 of the laid off workers took a job in the water department and that only 4 have been laid off, we are now paying 5 in the water department with 1 employee off due to injury, so there are only 4 working.
  - Alderman Skryd questioned how many city vehicles are taken home, Ryan answered, 1, the Public Works director.
  - Alderman Phelan questioned the mileage Pat Ryan puts on the vehicle by taking it home, answer, 8 ½ miles each way. Phelan went on to question the amount of gas Ryan uses from the city verses personal fill ups. Ryan answered, 100%, he does not use the car for personal use.
5. Fire Department budget-The Mayor recognized John Wysocki, who reviewed the Fire department's recommendations and budget. The Mayor then recognized Fire Chief, Denis O'Halloran and Assistant Chief Frank Simek, who handed out a Fire department budget issues report, see attached. Chief O'Halloran reviewed handout. Thereafter, the Mayor commented that the Fire department was under budget with respect to expenditures and also commented that he is not willing to make personnel cuts or have any layoffs in either the fire or police departments, considering that these are essential services for the public.
6. IT Department-Director Wysocki reviewed the IT department's expenditures and revenues. The Mayor then recognized Jim Frank, IT director, who supplied the Council with a written report regarding a review of the department expenses, see attached. Frank went on to report that there is new software available from MicroSoft for digitalization and is currently coordinating with the Clerk's office. The Clerk then stated that he and the IT director had gone out for several proposals regarding digitalization and did have one company at a cost of \$3,500 for startup and this would be a yearly cost that would go up depending on storage needed for city documents, stating that we can implement at no additional cost and save the \$3,500 plus yearly and in subsequent budgets.
7. The Mayor opened up discussion and took questions from aldermen regarding any budget issues presented.
- Alderman Lovero questioned Wysocki regarding a 4 day work week with banking 1 day and if this is applicable to reinstate layoffs. The Mayor

SPECIAL  
COMMITTEE OF THE WHOLE  
JULY 15, 2008

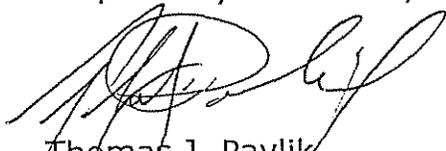
answered, after conferring with Odelson & Sterk, banking hours is against state labor laws and can't be used or implemented. Lovero questioned the Mayor if he has gone back to the union stating that banking hours is not allowed and possibly negotiate other options. The Mayor stated that he can not currently meet with the unions because the unions keep canceling the meetings and now that the meetings are controversial, the union is going the grievance route.

- Alderman Skryd suggested various revenue ideas and cost cutting measures including Administrative staff cuts or consolidations.
- Alderman Chapman once again questioned the bottom line cost savings by implementing lay offs from John Wysocki. The Mayor stated that we have not been able to calculate until all the union bumping is complete, stating that Pat Segel is currently working with job descriptions for reduced staff levels, therefore some of the bumping has not been allowed to take place.
- Alderman Lovero questioned regarding bumping and job descriptions being changed to avoid bumping and questioned if this was violating any labor laws or union agreements.

The Mayor then recognized Maggie Lorenc of the ACFSME union to answer the question regarding job descriptions being changed and stated that she is getting information from our employees and conflicting reports from the H.R. department and is unclear regarding job description changes during the layoff period, preventing positions being bumped, and that job descriptions are being changed without advanced notice to the union for union positions. Ms. Lorenc once again requested a closed meeting with the Council for negotiations for the ACFSME union and to allow Council to be informed regarding renegotiations. The Mayor cautioned Ms. Lorenc, stating that she will not dictate how and with who the contract will be negotiated, stating he had just received these recent proposals from the union and has not had time to run them past the union. Ms. Lorenc rebutted stating that these proposals were given to the Mayor well over 3 months ago and they have yet to be presented to the Council.

8. The Mayor opened the meeting up to any further questions, there being none, the Mayor stated that there will be a meeting tomorrow with the remainder of department heads to continue the review of the individual's department and the budget.
9. Phelan made a motion, seconded by Skryd, to adjourn the meeting at 10:05 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

**MINUTES**  
**SPECIAL**  
**COMMITTEE OF THE WHOLE**  
**JULY 16, 2008**

1. The Special Committee of the Whole meeting was called to order by Mayor O'Connor at 7:42 p.m. Upon the call of the roll, the following responded present: Chapman, Weiner, Skryd, Day, Phelan, Lovero. Absent: Ramos, Erickson. Also present Attorneys Richard Bruen and Anthony Bertuca.
2. Chapman made a motion, seconded by Skryd, to excuse Ramos and Erickson. The motion carried.
3. The Mayor referred to Finance director, John Wysocki, who continued his Power Point presentation regarding budget adjustments for the Building and Neighborhood Affairs. John Wysocki introduced Building director, Dan LeBeau, who explained that there were no job cuts or layoffs with his staff, because he has not filled vacancies and is down 3 inspectors and 1 clerk, and his overall budget has decreased by \$249,056.00 with the vacant positions.
  - Alderman Weiner questioned if this was from this year's budget or last, answer, mostly this year's budget and positions have not been filled because of the downturn in the housing market.  
Mr. LeBeau stated that he needs to fill the 2 positions for illegal apartment inspector and a multi unit dwelling inspector. In the power point presentation, even with adding the 2 positions, his budget will decrease by \$224,500.
  - Alderman Skryd questioned the total decrease in staff even after the 2 new inspector positions are filled. LeBeau answered; 5 inspectors and 3 clerk positions.
  - Clerk Pavlik questioned the power point presentation which stated the decrease was at \$249,056. LeBeau explained this was a 10% cut from that and the total of savings was the \$224,500
  - Alderman Weiner questioned if the new inspector for multi unit dwelling was budgeted for, answer, no, but explained that he has 1 inspector working with CDBG and has consolidated that inspector with both the building department and CDBG and is hoping to expand his duties.
  - Alderman Skryd referred to previous discussions held with the Building director regarding Don Morris for reviewing architectural plans. LeBeau explained that 100% of salary comes from permit fees and went on to explain that there are liability issues with doing the inspections as the Building director verses contracting with Don Morris.

- Alderman Lovero questioned if we have tried to limit the duties of Don Morris in shopping for the same service with other contractors. LeBeau explained, Don Morris's turnover is fantastic and he is easy to deal with and has not had the same experience with other contractors he has dealt with, and would be hesitant to contract with other architectural firms.
  - Alderman Chapman questioned what line item Don Morris fees come into and what line item he gets paid out of, answer, Professional Services. LeBeau explained that he is now outsourcing the sprinkler system inspections since the retirement of Chief Kalivoda, who did the inspections.
4. Community Outreach, budget adjustments. The Mayor recognized Outreach director, Jeanmarie Hajer, who reviewed the power point. Hajer stated that she can cut \$5,000 from the National Night Out and is now charging seniors \$5.00 for cutting lawns, stating that last year, it was free. Hajer explained the new CDBG grant for \$38,000 will take care of the lawn and snow removal for seniors. Aldermen questioned benefits and expenditures. Hajer answered, benefits for part-time drivers include IMRF and that this is the way Stephanie Walker accounted for benefits to be compliant with GATSBY.
- Alderman Phelan questioned how the \$38,000 grant will be spent, answer, for lawn maintenance, snow removal, and to help seniors with blight and building maintenance.
  - Alderman Chapman questioned where Paduch's salary comes from, answer, salary comes from CDBG.  
Net saving from Community Outreach change \$17,367.
5. Library budget Adjustments-The Mayor recognized, Director Bill Hensley, who handed out spread sheets regarding proposed library budget cuts, see attached, and reviewed same. Hensley explained that he anticipates getting a \$30,000 grant.
- Alderman Skryd questioned the number of layoffs in the library, answer, 3 layoffs, 1 quit, and 1 is not coming back, for a total of 5
  - Alderman Lovero questioned what departments, answer, 3 in Circulation and 2 in Youth Services.
  - The Mayor questioned if the layoffs were any bilingual personnel, answer, yes, and Hensley stated that he has move staff and has most service areas covered by bilingual personnel. The Mayor asked if Bill Hensley was saying that he moved unqualified personnel into laid off positions and that if bilingual was in the job descriptions, answer, no, not in the job descriptions. Hensley then handed out an email from Board President, Deb Cullen, see attached, in which the Berwyn Library Board approved the following motion at a special Library Board meeting on July 15, 2008, to approve an expense reduction of \$133,850 for the remaining fiscal year, comprised of \$90,850 in operating and \$43,000 in salary savings, by

holding positions open with the recommendation to rehire the 5 individuals terminated on July 11, 2008. Hensley stated that there is an \$80,000 surplus in the library budget.

- Alderman Skryd asked if the library had a grant writer on staff, answer, no
  - The Mayor questioned the reserve and stated that it was only a \$70,000 reserve and went on to ask if the AC unit goes out. Hensley stated that he has a new maintenance company to avoid that.
6. Clerk's budget-The Mayor referred to Clerk Pavlik who reviewed budget, see attached, stating that the \$16,000 budgeted for codification was carried over from last year because the recodification process was not able to go forward until the legal review was complete. The Clerk stated that the budget amount for record retention included an approximate \$3,500 for outsourcing digital imaging and achieving for the city, but after meeting with the IT department and Jim Frank, there is new MicroSoft software to do digital imaging in house. Pavlik stated that other than holding off on the codification process, his budget is pretty tight and no further cuts could be made.
7. Human Resource Department-The Mayor referred to John Wysocki, Finance director, who review the H.R. department.
- Alderman Chapman questioned why Pat Segel, H.R. director was not in attendance. The Mayor stated that he did not feel she needed to be, nor did she feel that she needed to be present. Therefore, the decision was made for her, not to be present. John Wysocki continued to refer to the power point with a \$9,000 decrease for job opening advertisements in the recruiting budget.
8. The Mayor's budget-The Mayor reviewed his budget, stating a little savings was realized after Dawn Rinehart left. The Mayor stated that the new assistant Kal has now resigned and his staff is in flux.
- Alderman Lovero questioned the secretarial staff in the Mayor's office. The Mayor stated Wilma Salvatore is a temporary replacement and not appointed.
  - Alderman Phelan questioned the Mayor on selling his car and the resale value. The Mayor answered, there's not much, it has a bad transmission.
9. Alderman Chapman questioned Human Resources department regarding line item for salary and questioned, what is the salary for Pat Segel? The Mayor stated that he is not sure but that her beginning rate was \$75,000 and has had 2 raises at about 6%, so roughly around \$79,000.
- Alderman Lovero questioned the finance person who will be assisting H.R. and what duties in H.R. is she performing? The Mayor stated that she is not performing any H.R. duties yet.

- Alderman Lovero questioned why we were giving her the raise, if the raise was contingent on additional duties in the H.R. department. The Mayor then restated his answer, stating that she has not done any H.R. duties lately.
  - Alderman Lovero questioned, which is it "hasn't yet or lately".
  - Alderman Chapman again questioned why Pat Segel was not in attendance to answer directly to the Council?
10. Finance department-John Wysocki reviewed his power point, see attached, with a net overall increase of \$5,000
- Alderman Lovero questioned why the Finance department was over budget regarding the new phone system. Wysocki stated, because cost savings have not been yet realized and wasn't sure but thought it was because the late implementation of the phone system.
  - Alderman Chapman questioned the total number of employees in the Finance department, Wysocki stated approximately 21.
  - Alderman Lovero questioned what line item is Kronos out of. The Mayor answered, Professional Services in Finance, but not sure. Wysocki stated that he will get back after further research. The line item was then found in 11-5-29-5716.
  - Alderman Chapman questioned where the new software would be budgeted out of and also questioned what the H.R. capital is and why nothing has been spent.
  - Clerk Pavlik also questioned the new policy for income statement by fund being broken down quarterly verses year to date and if the system could be changed back to year to date for easy reference. Wysocki stated that he will look into returning to the old system of budget year to date verses quarterly.
11. Recreation department-Recreation department director, Tony Martinucci was not in attendance, so John Wysocki reviewed the power point, with a net decrease in the budget of \$51,000. Both Alderman Skryd and the Clerk stated that the cut for \$5,000 for special events eliminating the Haunted House should be reviewed, the Mayor agreed, stating that he would like to see that program continue.
12. Gas Key report-Wysocki handed out a gas key report summary for gallons used January through June, 2008, see attached. Numerous questions including a request for a more detailed report from the aldermen was requested.
13. Fund Balance policy-The Mayor referred to John Wysocki who explained the minimum levels and the ability to declare a fiscal emergency. Wysocki explained that we are currently under our own policy for reserves and that

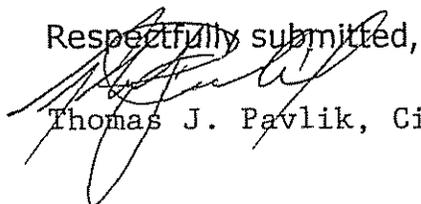
we are not following our own policy and one of the options was to declare an emergency which would give us 3 years to get caught up and bring into compliance. The Mayor questioned Wysocki, if he recommends enacting and bring forward a communication, Wysocki says, yes.

- Alderman Lovero questioned if this affects our Bond rating, Wysocki answered, not sure, but will explore.
- Alderman Lovero questioned if you do enact and declare a financial emergency, what then. Wysocki answered, we would have to develop a plan to bring the fund to compliance.  
Wysocki stated that he will discuss with Spears Financial, the bonding company.
- Alderman Chapman questioned information on Line of Credit; Wysocki stated that we do not have a Line of Credit at this time.
- Alderman Chapman said she thought there was a 3 year open Line of Credit. The Mayor answered, that we did not re apply and that Wysocki will investigate and see if we may re establish a Line of Credit.

The Mayor then ordered John Wysocki to compile a final Financial Report to reflect all the cuts that were presented at the last 2 Committee of the Whole meetings.

- Alderman Weiner questioned if a Mid Year adjustment needed to be made, the Mayor stated that these were internal adjustments, and a Mid Year Adjustment is not needed.
  - Alderman Lovero questioned if everything presented are suggested budget cuts or will they be implemented? The Mayor stated that these will be implemented.
  - Alderman Lovero questioned, where does this leave the reinstating of the laid off workers, the Mayor stated, nowhere, this does nothing; we are still 2 million in a hole.
14. The Mayor addressed the new employee hire issue, see attached, in summary 6 additional employees have been added in the last 3 years. The Mayor stated with a net savings overall.
- Alderman Phelan questioned stating, he thought this report was skewed.
  - Alderman Chapman requested a total for legal cost for over the past 3 years.
15. Phelan made a motion, seconded by Skryd, to adjourn at the hour of 9:37 p.m. The motion carried.

Respectfully submitted,

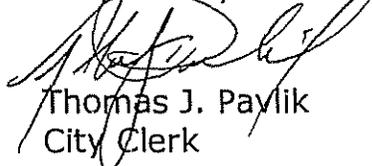


Thomas J. Pavlik, City Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**JULY 22, 2008**

1. The Committee of the Whole was called to order by Mayor O'Connor at 7:01 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Day, Lovero, Erickson. Absent: Phelan.
2. Skryd made a motion, seconded by Weiner, to go into closed session for pending litigation, and personnel at 7:02 p.m. The motion carried.
3. The open portion of the Committee of the Whole resumed at 7:58 p.m., with Alderman Phelan now present. The Mayor recognized building director, Dan LeBeau regarding property at 1604 East Avenue, who spoke on behalf of the owner. LeBeau stated that the owner of the property wants to amend his plans, for the property that were filed with the building department, and were originally approved by the City Council, see attached. LeBeau stated that he is in favor of the amended plans and doesn't want to or see the need to go back to the zoning board and wants City Council's approval. Thereafter, Alderman Phelan questioned the new design plans, at which time the Mayor recognized the owner, who reviewed same for Alderman Phelan and Ramos. Thereafter, the Mayor asked for a consensus to approve with 8-0 in favor.
4. Non-partisan elections-The Mayor recognized Alderman Erickson who read a statement into record, see attached. Thereafter, the Mayor recognized Alderman Lovero who rebutted Alderman Erickson's statements and also read a statement into record, see attached.
5. The Mayor handed out a memo regarding MRA amendments to the contract and stated that this is for review by the aldermen and will be discussed at the next Committee of the Whole and or City Council.
6. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Chapman, to adjourn the Committee of the Whole at 8:12 p.m. The motion carried.

Respectfully submitted,

  
Thomas J. Paylik  
City Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**BERWYN DEVELOPMENT CORPORATION**  
**July 29, 2008**

A Special Committee of the Whole meeting was called regarding the Berwyn Development Corporation presentation

1. The Committee of the Whole was called to order by Mayor O'Connor at 7:34 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Skryd, Lovero, Erickson. Absent: Weiner, Day, Phelan. Thereafter, the Mayor declared a quorum present and the meeting duly convened for further business.
2. Chapman made a motion, seconded by Erickson, to excuse Aldermen Weiner, Day, and Phelan. The motion carried.
3. The Mayor referred to Berwyn Development Corporation President, Tom Benson, who explained that this meeting normally takes place in January, but with the new BDC Director, Anthony Griffin taking over, they requested to have the BDC update to the City Council at mid-year. Benson stated that this was just a meeting to inform the Council of where the BDC stands and where the BDC is going over the next year, and also the BDC is seeking City Council input. Benson then introduced BDC Executive Director, Anthony Griffin, who reviewed the mid-year status report, see attached, which included **"Integrated Marketing Campaign"**, **"Marketing Booths at future Events"**, and the **"New Business Task Force"**. Griffin went on to explain:

**Economic Development**

- **Tier III- TIF Applications**, which included Homewerks-Voigt project, on Roosevelt Road, Superblock on Cermak Avenue, and Sedgwick on Stanley Avenue. Griffin then answered a question from Alderman Phelan, via email, see attached, which questioned, "What if the Superblock Developer is unable to secure tenants for the Bank building by September 1<sup>st</sup> ?", Griffin answered, basically the developer is in default, and would owe -the City \$50,000 in earnest money. Griffin reported that this developer has indicated that they have financial backing and would be interested in closing on the property regardless. Griffin stated that if that were the case, it would have to come before City Council for approval.

**Tier I & Tier II- TIF Applications:** Griffin spoke on a few including :

- Tonini's Italian Market
- Deece Automotive
- Dr. Grud
- Bohdi Thai, that should be completed by mid August and turned over to the tenant and the tenant will have the work completed and open within 3 weeks, tentative date, early September.

**Upcoming TIF Projects:** Griffin stated:

- DiBrizzi, 7005 W. Roosevelt, formally Home Liquors, submitted an application
- Abrams & Sons submitted an application for Tier III project in the Depot area.
- Other Projects in Discussion Phase:  
Dr. Walsh site, Comcast site, J&R entertainment site, National Transmission, Westside Multimedia, American Career College, Millennium Cuts, Friendly Tap, Buona Beef retail site, LaNotte, Conrad Magno doctor's office, and Ax Computer site.

**TIF Administration:** Griffin stated that the Public Hearing for expanding the Depot TIF has been completed and the BDC will have the ordinance for the City Council approval at the second meeting in August.

**Commerical Loan-** Griffin reported

- The project on 26<sup>th</sup> & Wesley Avenue, Old Police Station has been abandoned and he will contact Barrington Bank to regenerate interest in the site

**Capital Improvement Projects-** Griffin reported

- The vacation of Wenonah is complete and that September 8, 2008 is the deadline for the adjacent property to close.

**Planning & Grants,** which included:

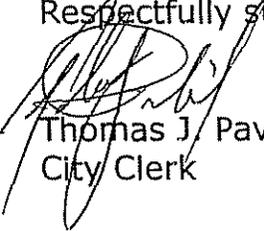
- Cermak Median Project, currently underway. Lovero then questioned the time line for completion of the Cermak Median, Griffin stated that by the end of October, but with expected delays, that were considered, mid November is a definite completion time
- Sedgwick Development, Griffin reported that there are 32 units sold
- Roosevelt Road Advisory Committee, the Mayor recognized, Paul Zimmerman, who gave an update on the Roosevelt Road Street Fair, and updated Council on plan.

COMMITTEE OF THE WHOLE  
BERWYN DEVELOPMENT CORPORATION  
JULY 29, 2008

**Marketing Plan**, see attached. Skryd questioned if there was any feedback or input to judge success of the campaign going on. Griffin stated, yes, through surveys.

4. The Mayor then asked Anthony Griffin if there are any new ideas or strategies that the Berwyn Development Corporation wishes to discuss with the City Council. Griffin referred to Tom Benson, who explained the major issue in the near and long term future is land acquisition, the purchase of groups of parcels, and accumulating land for further development deals.
5. The Mayor thanked Anthony Griffin, his Staff and Board, for their hard work and professionalism.
6. The Mayor had a few unrelated questions for City Council that he felt can be discussed in the Committee of the Whole and went on to question why the Public Works committee cancelled their committee meeting. Aldermen Chapman and Skryd said that they did not know the reason why Alderman Phelan cancelled the meeting, and that they would have been able to attend. The Mayor would like to move the matter for holiday decorations forward, Skryd and Chapman stated that they will speak to Pat Ryan individually. The Mayor then stated that he will talk about this at the next Committee of the Whole meeting.
7. The Mayor asked for a motion to go into closed session regarding land acquisition. Thereafter, Ramos made a motion, seconded by Skryd, to close the Committee of the Whole at 8:30 p.m. The Mayor then informed the audience that Council would not be coming back into open session, and thanked all for attending.

Respectfully submitted,



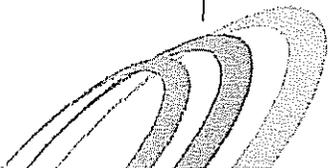
Thomas J. Pavlik  
City Clerk

# Section D

## Bid Openings – Tabulations

# Section E

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



berwyn development  
CORPORATION

E-1  
August 12, 2008

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

Re: TIF application – Nicholas and Angela DiBrizzi, 7005 Roosevelt Rd

Dear Mayor and City Council,

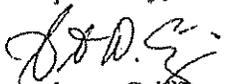
The Berwyn Development Corporation's (BDC) Board of Directors and the Cermak/Roosevelt Road TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Nicholas and Angela DiBrizzi's project costs.

TIF assistance will be applied to exterior façade and interior construction renovations for their vacant commercial space with costs estimated at \$40,925. The TIF scope of work includes new façade, HVAC system, plumbing, electrical and interior build-out including wall framing, new bathroom, flooring and finishing. On condition of approval, the BDC has requested an enhanced exterior façade improvement to agree with the previous and current urban planning work in the corridor; therefore, the BDC is requiring an open-ended awning and exterior lighting be added to the scope of work.

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 \$21,000. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. The applicant will be required to place his share of funds in escrow to be used as first payment prior to TIF draws. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining City permits.

With the consent of City Council, Nicholas and Angela DiBrizzi can commence work on their project and contribute to the revitalization efforts taking place Roosevelt Road.

Respectfully,



Anthony Griffin  
Executive Director

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

# Section F

## Reports and Communications From The Mayor

F-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 08/12/08

**Deferred Communication**

Agenda Item F-1 is a Deferred Communication from C C Meeting dated 07/22/08 Agenda item #31

FROM MAYOR

Re: PARKING PLAN 32ND AND HARLEM

The City of Berwyn



Michael A. O'Connor

Mayor 31

ITEM NO. \_\_\_\_\_  
DATE JUL 22 2008

DISPOSITION \_\_\_\_\_

*[Handwritten signature]*

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A Century of Progress with Pride

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

Date: July 18, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Parking Plan 32<sup>nd</sup> and Harlem

Ladies and Gentlemen:

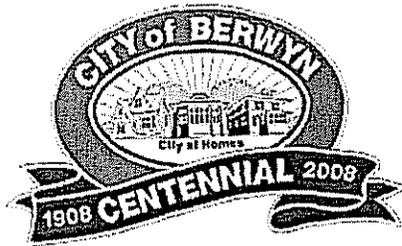
I will be forwarding a plan for the parking design at this location.

Sincerely,

*[Handwritten signature of Michael A. O'Connor]*

Michael A. O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: August 7, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Proposed Referendum – Alderman Erickson

Ladies and Gentlemen:

We will be discussing the proposed referendum question proposed by Alderman Erickson for non-partisan elections in the Committee of the Whole.

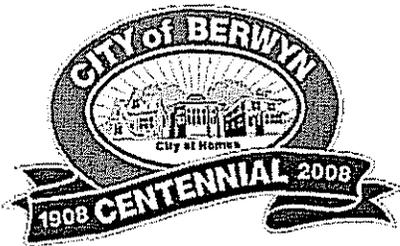
Your direction will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor

The City of Berwyn

4-3



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567  
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Date: August 7, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: National Night Out

Ladies and Gentlemen:

I would like to congratulate Director of Community Outreach, Jeanmarie Hajer and Division Commander, Frank Cimaglia as well as the entire Police and Fire Departments and all others involved in National Night Out on August 5<sup>th</sup>. These events, and the preceding Rallies, have grown each year with the sponsorship of Target and the participation of the entire Public Safety community. All of these events were a rousing success and I ask the City Council to join me in offering a "Job Well Done!"

Sincerely,

Michael A. O'Connor  
Mayor

The City of Berwyn

F-4



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: August 7, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Berwyn Development Corporation Mid-year Status Report 2008

Ladies and Gentlemen:

At our Committee of the Whole meeting on July 29<sup>th</sup>, the Berwyn Development Corporation presented the mid-year report. The progress of economic development was reviewed along with plans for the future.

Please declare as informational.

Sincerely,

Michael A. O'Connor  
Mayor



# MEMORANDUM

July 29, 2008

**FROM:** The Berwyn Development Corporation  
**TO:** Mayor & City Council  
**SUBJECT:** Mid-Year Status Report - 2008

The elected board's vision, policy, and support are greatly appreciated as we all work to improve Berwyn and maintain the many good qualities of Berwyn. We are dedicated to maintaining and improving the Berwyn community with our volunteer board of Berwyn businesses and residents. Below is a bullet point outline of projects that are currently underway with the support of you and the community. Our meeting this evening will allow time for us to answer any additional questions on the projects. Together, as a community, we can accomplish great things!

## Chamber of Commerce & Marketing Activity

### **Membership Activity**

Total BDC Members as of 7/15/2008: 234

New BDC Members in 2008: 1<sup>st</sup> Quarter: 20; 2<sup>nd</sup> Quarter: 16

### **Business 2 Community (B2C) Distribution Program**

This promotional door-to-door drop-off program allows businesses to target 5,000 Berwyn households per quarter, covering all of Berwyn's 20,000 households over the period of one year.

#### *2008 Distribution To Date*

February 2008: Zone 3

- Distribution includes: Cermak Rd to 31<sup>st</sup> St from Lombard to Harlem
- Number of Inserts: 23

May 2008: Zone 4

- Distribution includes: 31<sup>st</sup> St to Pershing Avenue from Lombard to Harlem
- Number of Inserts: 23

#### *Future Distributions:*

August 2008: Zone 1

- Distribution includes: Roosevelt Road to 16th St. from Lombard to Harlem
- Distribution date: August 15

February 2009: Zone 3

- Distribution date: February 6

November 2008: Zone 2

- Distribution includes: 16th St. to Cermak Rd from Lombard to Harlem
- Distribution date: November 15

May 2009: Zone 4

- Distribution date: May 15

### **BDC Business & Community Newsletter**

The BDC Business & Community newsletter is distributed to all Berwyn businesses and households. The quarterly newsletter provides coverage on the City's special events, marketing and economic development initiatives along with other pertinent community

information. In addition, the BDC has produced a Spanish version, *Negocios y Comunidad*, which is made available at Hispanic businesses with high traffic counts and to residents who opt-in for regular subscription.

- Mailed to:
  - 23,000 Berwyn households
  - 1,200 Berwyn businesses
- Distribution at high traffic locations:
  - 5,000 Spanish Newsletters (program initiated July 2008 )
  - 800 English newsletters
- Dates of past issues in 2008:
  - January 2008
  - April 2008
  - July 2008
- Dates of future issues:
  - October 2008
  - January 2009
  - April 2009
  - July 2009
  - October 2009

### **Berwyn After Hours**

Berwyn After Hours (BAH) is an important networking program that is offered to all BDC members. Events provide an opportunity for business members, residents and City officials to get acquainted with each other. When joining the BDC, members are invited to either host a BAH event at their venue or to sponsor an event.

#### *Berwyn After Hours Completed (2008)*

February La Espanola  
 March Brookfield Zoo  
 April Berwyn Elks  
 May North Berwyn Park District Cultural Center  
 June Olive or Twist

#### *Future Berwyn After Hours (2008)*

September AztecAmerica Bank  
 October ChiroOne  
 December Location TBD

### **BDC E-blast**

The BDC currently has a database of email addresses from residents, City officials, Berwyn businesses and friends. Email blasts include details on featured events and public notices for our community.

- Number of blasts in 2008: 30
- Frequency: weekly or as needed
- Number on distribution list: 4,000 (mixture of BDC members, businesses, and residents)

### **Special Events 2008**

#### *Completed Events*

May Bloom 'N Zoom  
 May Great American Mutt Show  
 May Berwyn International Food Fest  
 June BDC Volunteer Appreciation Barbeque  
 June/July Clean Sweep Garage Sale  
 June/July Cruise Nites

### *Ongoing Events*

Through Sept 13	Open Markets
August 9 & Sept 13	Clean Sweep Garage Sale
August 19	Cruise Nites

### *Upcoming events*

September 6	Route 66 Car Show
September 19 & 20	Oktoberfest
November 1	Piper Award Dinner
December 13	Deck the Depot

### **Integrated Marketing Campaign**

While 2007 was the first year for the program and included a more limited network of billboards, this year's updated destination-marketing campaign includes an expanded program that has combined mainstream, jumbo and junior size panels in Chicago and posters on targeted Metra platforms. The Chicago billboards went live in June and Metra posters went live in July. Both programs will run through November 2008. The billboards are installed in extended key-location zones where automotive and pedestrian traffic counts are high. Additionally, a targeted mailing will be circulated to Metra's ticket-by-mail customers along the BNSF line in August.

A survey has been created to gauge the impact of the integrated marketing campaign. The survey will be mailed to new residential property owners and is based off of the City's 2007 and 2008 real estate transfers. The survey will determine why residents have newly located to or stayed in Berwyn and will assess their satisfaction with a range of City services.

### **Marketing Booths**

#### *Past Event Booths (2008)*

May	Great American Mutt Show
June	Berwyn Centennial Celebration
June	Berwyn Public Health District Annual Wellness Fair

#### *Future Event Booths (2008)*

August	City of Chicago Small Business Expo
	National Night Out
	ICSC Retail Connections
	North Halsted Street Market Days
	2008 Hispanic Business Expo
	IDC Developer Forum
	Roosevelt Street Fair
September	Route 66 Car Show
	Oktoberfest
October	ICSC Deal Making Market Place

### **New Business Taskforce**

The New Business Taskforce (NBT) was recently reformed to focus on encouraging local business expansion as well as attracting new business from the national, regional and local marketplace. The NBT committee will complete the following actions this year:

- Develop an outreach plan based on third-party commercial market assessment results and recommendations.
- Identify public and private business contacts for informational sessions to aid in improving the business recruitment process.
- Encourage restaurateur interest through targeted advertisements and invitations to After Hours events.
- Produce targeted marketing materials for developers and business entrepreneurs.

## **Economic Development**

### ***Tier III TIF Applications***

#### **Homewerks-Voigt**

- Per the amended Redevelopment Agreement, executed June 4<sup>th</sup>, developer is working on amended development construction design and plans.
- The project is programmed to contain 5,000 square feet of retail space; 15 two-bedroom luxury apartments approximately 1, 015 square feet. The rental rate is between \$1.10-\$1.20/sf per month; building will be constructed of masonry materials; luxury apartments to be converted to condos, upon market recovery (per redevelopment agreement).
- Plans are due to the Building Department for zoning review on or prior to September 2, 2008. Developer is on target to meet this deadline and has indicated that it could be submitted earlier.
- Once zoning is approved, the developer has 70 days to pull permits and begin construction.

#### **Superblock**

- Redevelopment Agreement was approved and executed in February 2008 by City Council.
- Initial deadlines have been met, developer is still working on securing a tenant for the bank building “phase 1”.
- Developer has completed initial survey work evaluating the integrity of the bank building.
- Site clean-up recently completed by Public Works.
- Tenant discussions have been completed with 4 separate restaurateurs with a range of concepts (steak house, seafood, Mexican) Not to the point of anyone agreeing to terms along with continuing to market for potential leases.
- Deadline of September 1<sup>st</sup> to secure tenant which will allow development to proceed into the property transfer stage.

#### **Sedgwick**

- Developer received last of development related TIF funding in February.
- Project went vertical in March.
- Developer will receive additional approved TIF funds upon closing of units (\$500,000).
- It is anticipated unit closing will begin in early 2009.
- Currently 32 residential units have been sold.
- BDC is currently assisting developer in marketing retail space to commercial entities. The BDC has targeted 53 national tenants with a direct mailer and follow-up phone calls.

### ***Tier I and Tier II TIF applications***

#### **- Brando's**

- Accepted architectural drawings this week and should have completed drawings to City by early August.

- Working with Aztec America Bank for additional project financing for their non-TIF eligible work (restaurant equipment and working capital).
- Tonini's Italian Market
  - Property owner provided update that the tenant is to begin renovation work in early August. Permit applied for last week but did not meet submittal requirements
  - Personal funds of the tenant are being used to currently to purchase needed fixtures and kitchen equipment.
  - Have worked with tenant over last several months to assist with securing additional project financing. They currently have a loan pending with Aztec America Bank for additional project financing for their non-TIF eligible work (kitchen equipment and working capital).
- Deece Automotive
  - Still waiting on environmental paperwork from State in order to proceed with needed renovation work. Property owner has been calling once a week, State says they are working on it.
- Tiger O'Stylies
  - Renovation work 75% complete with an expected finish date of mid-August.
- Wings Garage Sports Bar
  - Started work on Friday 7-18-08.
  - Expected to wrap up quickly, open business by September 19.
- Dr. Grud
  - Working on last permits. Work expected to be completed by late September or early October based upon pulling in early August.
- Valle's Produce
  - Renovation work to start in early August, sign is currently being constructed. No completion date given.
- Bohdi Thai
  - Building owner work to be completed by mid-August and turned over to tenant. Tenant needs three weeks to complete their work and open.

***Upcoming TIF projects***

- DiBrizzi, 7005 W. Roosevelt, formerly Home Liquors
  - Recently submitted application which was recommended for approval by the Roosevelt Rd TIF Committee in July; application will be forwarded to City Council for consideration in August.
- Abrams & Sons
  - Recently submitted application for Tier III project, will be presented to the Depot TIF committee in August and City Council in September.

- Other Projects in Discussion Phase
  - Dr. Walsh site, Comcast site, J&R entertainment site, National Transmission, Westside Multimedia, American Career College, Millennium Cuts, Friendly Tap, Buona Beef retail site, LaNotte, Conrad Magno doctor's office, and Ax Computer site.

### **TIF Administration**

- Annual TIF Reports for 2007 currently being completed. The BDC will process a Joint Review Board and submit in the next 3 months to the State Comptroller.
- Depot Amendment process completed except for City Council action, will present in the month of August for final action.
- Same amendment process will be completed for Cermak, Roosevelt and Ogden in the near future.

### **Commercial Loans**

- Sale of R&B to close in the month of September, primary loan through LaSalle (Bank of America). BDC currently drafting loan documentation for the closing.
- Garv's Inn was set to close on August 1 but applicant needs to meet their final requirement for their primary loan through Citizens Bank. BDC currently drafting loan documentation for the closing.
- 26<sup>th</sup> & Wesley mezzanine financing has been abandoned by the applicant due to the lack of demand for condos in the current market. Application has been closed.
- All loans are current with the exception of two which are slightly behind but are making regular payments above monthly amount to become current.

- Other Projects in Discussion Phase
  - Flamingo Café on 16<sup>th</sup> Street and Art School in the Depot District.

### **Capital Improvement Projects**

#### **Roosevelt Road Utility Work**

- Work is being overseen by Novotny Engineering to replace the water line and re-sheath the sewer line from Lombard to Harlem Avenues.
- The utility work will begin in August; completion is slated for end of 2008.
- Work will only occur between 9am-3pm M-F and then non-restricted hours on Saturday. The restricted weekday hours will help alleviate traffic and parking issues along the corridor.
- Work will also be done in several block sections, once complete crews will move to the next section so all Roosevelt Road will not be worked on at one time.

#### **Parking Deck**

- Deck will house 392 parking spaces (300 for commuters) and 14,000 s/f of retail.
- Finalized deck security system plans and pre-purchased equipment to save money.
- Received approval for Owners Representative Services of Alfred Benesch in April.
- Attained necessary regional permit (WRMD)
- Coordinating IDOT (\$2 million reimbursable upon project completion) and WSMT (\$435,000 for design & engineering) grants.
- Working on the proposed Right of Way Vacation of sidewalk along Grove Avenue with legal staff.
- Working on variance applications with OR for August 19<sup>th</sup> Zoning Hearing.
- Coordinating construction staging and large equipment storage
- Coordinating construction easements with Novotny.

- Working with City Staff on commuter parking re-allocation during construction.
- Working with Public Works to determine construction haul routes.
- Handling continual engineering and OR questions in order to get plans 100% complete.
- Coordinated plan review with Building Department, Parking Engineers and OR.
- Assisting/Reviewing Bid documents for GC.
- Upon acquiring ROW and variances, Bid documents will be finalized and released, construction is slated to begin before end of Fall 2008
- Construction project is on a 10-12 month schedule once awarded.

### **Metra & BNSF Agreements**

- Worked closely with Metra/BNSF & Legal staff on Metra parking re-allocation negotiations.
- Identified 80 additional non-commuter parking spaces on-site with Metra representatives.
- Assisted in final BNSF lease amendments and exhibit creation.
- Currently working with Public Works on parking signage, time lengths, etc. of non-commuter spaces.

### **Depot Signage**

- Coordinated conversation regarding various types of desired signage within the Depot District.
- Ensuring desired signage is researched as possible elements within the TOD study. Desired signage included (hanging signs, way finding and large informational).

### **Metra Platform Construction**

- Upon BNSF lease execution- (new exhibits requested by BNSF) pending August 12<sup>th</sup> Council Meeting, construction can begin on the train station platforms.
- LaVergne and Harlem will be receiving new platforms over a two-year period. LaVergne first, followed by Harlem. Once both are complete, rod iron fencing will be installed along the train corridor.
- Metra is beginning the process of acquiring permits for construction from the City.
- Metra will be staying in communication with the BDC as the project progresses.

### **Cermak Median Construction**

- Construction began last week with the anticipation that substantial work will be completed on the east end by the Houbby Day parade.
- Full project completion by Mid-November.

### **Ogden Avenue Monument Signage**

- Sixty-Five new Route 66 signs were hung throughout the Ogden Avenue Corridor this past Winter and Spring to replace the blue cloth banners.
- Several additional signs were purchased in order to allow for rapid replacement in case any damage occurs to those currently installed.

### **Vacation of Wenonah**

- Citizens Bank transaction completed within the last week.
- September 8<sup>th</sup> deadline for adjacent property owner transaction

### **RFP/Q's**

- Parking deck security system (authorized by City Council)
- Ogden Monument Signage (authorized by City Council)

- Parking Deck Owners' Representative (authorized by City Council)
- Site Development (ready for release, waiting on assemblage completion)
- Demolition (ready for release, waiting on assemblage completion)
- Commercial leasing (ready for release, waiting on parking deck construction to begin)

## **Planning & Grants**

### **TOD**

- Study is in its final phase.
- 100% of the study financing is through an RTA grant for \$100,000.
- Lead consultant is Townbuilder Studios; Project team consists of RTA, Pace, Metra and BDC; Steering Committee is business owners, residents and city officials.
- Two formal public workshops have been held. One open house series has been held as well.
- Currently consultant is receiving feedback on the final concept plan "draft". Following a project and steering committee meeting an additional open house will be held for public input.
- Final plan should be completed in September, being brought to Council in October.
- Plan will contain land-use, circulation, design guidelines, current land inventory, residential analysis, and commercial study and implementation strategies.
- Pending Council approval, we will begin on a short-term and long-term implementation plan and strategies.

### **Roosevelt Road Advisory Committee (RRAC)**

- Working on collaborative streetscape and zoning guidelines with Cicero & Oak Park.
- Lead Consultant: Duncan & Associates. Sub-Consultants: Lakota Group, Terra Engineering and KLOA.
- Consultants conducted small group interviews with property owners and stakeholders in the affected area.
- Each municipality's Engineers and Public Works Departments met with consultant team.
- First public input workshop was May 28<sup>th</sup> (attendance of approximately 35 people).
- Consultant team has taken concept plans to IDOT for preliminary feedback.
- Second public input workshop will be July 30<sup>th</sup>.
- The timeline encompasses an approximate plan completion date by late 2008 or early 2009.
- IDOT ITEP grant has been applied for to assist in financing the joint streetscape construction component of the study once complete.
- Oak Park, Cicero and Berwyn staff have drafted the Engineering RFP which will be brought to council in the coming months.

### **Artspace**

- Project initiated by City Council; consultant team will come into Berwyn and determine the feasibility of having an artists live/work space and if so, best locations.
- Artspace team will be visiting Berwyn on August 4<sup>th</sup> and August 5<sup>th</sup>.
- The Artspace visit will consist of meeting with stakeholders (artists, elected officials, real estate professionals and financial professionals), touring potential sites, touring existing art entities and conducting a public workshop for the community.
- The BDC is actively working to coordinate all the site visit meetings, the public meeting has been advertised and will be receiving a pre-meeting article in the Life to gather additional interest. There will also be a reporter from the Life attending some of the focus group meetings in order to complete a wrap up article on the project visit as well.

- Following the visit, the consultants will create an executive report detailing the feasibility for such a project in Berwyn and best locations, etc. based on the visit. The report should arrive within 6 weeks following the visit.
- The total cost for the pre-feasibility study is \$10,000; however the City received a grant for \$2500. Therefore total study cost is \$7,500.

### **Cermak Parking Study**

- Received comments from Main Street and City Traffic Engineer. Will use study findings when considering future projects on Cermak and evaluate which components the City should lead in implementation.

### **GIS & Mapping**

- Request submitted to Cook County to access data.
- Currently have ability to complete specific site marketing using a business analyst approach.

### **Commercial Market Assessment**

- BDC Staff and consultant group (Goodman Williams Group) are completing the work to create an opportunities and strength analysis of the Berwyn commercial market trade area. Initial tour completed; currently working on interviews and data collection; analysis will be completed and presented to the BDC Board at the October meeting.
- Work product will include a demographic and economic profile, existing conditions analysis, delineation of trade areas, leakage analysis, resident survey of consumer habits, retail market findings, entertainment and cultural opportunities, and assessment of office uses.

### **Main Street Coordination**

- Currently have a staffer on the Main Street Design Committee as a BDC representative. Forwarding all relevant Cermak Road projects to Main Street for design comments.

### **Grants**

- Depot District master signage improvement (IDOT decision in December of 2008)
- Public/Civic space projects (pending for July 2008 submittal once TOD Study completed)
- Roosevelt Road Streetscape (IDOT decision in December of 2008)

### **Concepts**

Art Park on Ogden: Discussed with Jon Fey and offered assistance if needed. He is still working on the idea with the Art's Council.

Public/Civic space within the Depot District.

**Closed Session – Real Estate Update (if needed)**

Discussion on land acquisition if needed.

*F 5*  
The City of Berwyn



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

Date: August 7, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Block Party on 2100 Block of Lombard

Ladies and Gentlemen:

On August 2<sup>nd</sup> a block party was held on this block without the proper paper work. I approved the party on that day but request your approval also.

Sincerely,

Michael A. O'Connor  
Mayor

## Mayor O'Connor

---

**From:** Michael G. Vokac  
**Sent:** Sunday, August 03, 2008 8:30 AM  
**To:** ~~Frank M. Cimaglia~~  
**Cc:** Mayor O'Connor; Thomas J. O'Halloran; Thomas J. Pavlik; Michele D. Skryd  
**Subject:** RE: 2100 Lombard Block Party

Please be advised that on 02 Aug 08 the residents living at 2105 Lombard Ave. thought they had the proper paperwork filled out to have a block party on said block. I could not find the proper paperwork from Berwyn however, the residents related they had the proper paperwork from the Town of Cicero.

I originally spoke with Cicero Police Department and they related they had paperwork on the party. I spoke with Aldermen Skryd about the issue. Aldermen Skryd related she spoke with the Mayor in regards to the issue and as long as there was proper paperwork filled out in Cicero they could have the block party with paperwork from Berwyn being filled out on a later date.

I then called the Cicero Police Department back and they related they made a mistake and that they did not have any paperwork for a block party on the 2100 block of Lombard Ave. The residents at 2105 Lombard were then advised by me they could not have the block party. During the day shift hours on 02 Aug 08 periodic checks were made on the block and there was no block party taking place. The information was then passed on to the afternoon shift and Sgt. Cappetta.

Sgt. Michael Vokac

-----Original Message-----

**From:** Frank M. Cimaglia  
**Sent:** Friday, August 01, 2008 3:43 PM  
**To:** Michael G. Vokac; Louis A. Stillo (Police); Leilani J. Cappetta  
**Subject:** FW: 3300 Lombard  
**Importance:** High

Please be aware of below and check on it

-----Original Message-----

**From:** Thomas J. O'Halloran  
**Sent:** Friday, August 01, 2008 2:34 PM  
**To:** Frank M. Cimaglia  
**Subject:** FW: 3300 Lombard

Frank send this to days and afternoons for tommorow..

-----Original Message-----

**From:** Thomas J. Pavlik  
**Sent:** Friday, August 01, 2008 02:07 PM Central Standard Time  
**To:** Darlene M. Wesley  
**Cc:** Thomas J. O'Halloran; Mary E. Drenth; Linda L. Degutis  
**Subject:** RE: 3300 Lombard

We don't have anything scheduled for the any 2100 block this weekend.  
Tom

---

**From:** Darlene M. Wesley  
**Sent:** Friday, August 01, 2008 2:00 PM  
**To:** Thomas J. Pavlik; Thomas J. O'Halloran  
**Cc:** Mary E. Drenth; Linda L. Degutis  
**Subject:** RE: 3300 Lombard

The address that called was 2104, sorry if I told you wrong.

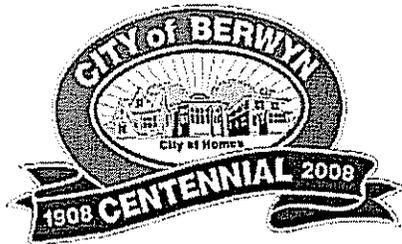
-----Original Message-----

**From:** Thomas J. Pavlik

Sent: Friday, August 01, 2008 1:51 PM  
To: Thomas J. O'Halloran  
Cc: Mary E. Drenth; Darlene M. Wesley; Linda L. Degutis  
Subject: 3300 Lombard

Tom, have the watch commander keep an eye out on the 3300 blk of Lombard tomorrow. P/W received a call from someone (they didn't leave any contact info) for barricades for a block party this weekend. We DO NOT have any request or approval for that block on file.  
Tom Pavlik

F-6  
The City of Berwyn



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

Date: August 7, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Snow Emergency Plan

Ladies and Gentlemen:

I would like to discuss the Snow Route Emergency Plan in the Committee of the Whole. Attached for your review is the proposal from the Public Works Director, Streets Supervisor and the Traffic Engineer. Because time is of the essence any changes must be made as soon as possible in order to inform the residents as well as change signage.

Your direction will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor

**Michael A. O'Connor**  
Mayor



**Patrick Ryan**  
Public Works Director

**A Century of Progress with Pride**

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www.berwyn-il.gov

July 25, 2008

To: Public Works Committee

From: Patrick Ryan, Public Works Director  
Kevin White, Streets Supervisor  
Nicole Campbell, Traffic Engineer

Re: Proposed Changes to the Emergency Snow Route Policy

**Current Snow Route Procedures**

The current emergency snow route policy does not go into effect until six inches of snowfall is reached. Public notification of this is by the sounding of a siren only during the hours of 8:00 a.m. and 10:00 p.m. This siren is to warn that parking is prohibited on all snow routes, until the curb to curb removal of all snow has been completed. Streets not considered snow routes are Maple Avenue, Wisconsin to Grove Avenues, Euclid to Clarence Avenues, Scoville to Elmwood Avenues, Cuyler to Lombard Avenues, 26<sup>th</sup> Place and Parkway, Sinclair, Fairfield and Park Avenues, 30<sup>th</sup>, 29<sup>th</sup>, 28<sup>th</sup> and 27<sup>th</sup> Places, 33<sup>rd</sup> Street, 30<sup>th</sup> Street, and sections of 35<sup>th</sup>, 34<sup>th</sup>, 29<sup>th</sup>, 28<sup>th</sup> and 27<sup>th</sup> Streets. Parking on these streets is prohibited from 9:00 a.m. to 4:00 p.m. on an odd/even format. Vehicles found parked in the restricted areas are to be ticketed \$50 and towed from the area. Current tow charge is \$125 with a \$25 per day storage fee.

In the year 2000 the siren was last sounded for a snow emergency. Vehicles parked on designated snow routes had begun to be towed from these restricted areas to facilitate exclusive snow removal. The removal of vehicles was abruptly stopped due to reports of disgruntled motorists and lack of storage areas.

**Effect of Current Emergency Snow Route Policy**

The current policy makes it difficult for the City to quickly address snow and ice conditions below six inches. Cars remain parked on both sides of the street hampering plowing efforts, increasing the likelihood of accidents and the completion time for storm cleanup.

The City of Berwyn utilizes the following priority list for storm and ice control:

1. Major Snow Routes
2. Train Stations
3. North/South Streets
4. East/West Streets
5. Commercial Zones and Parking Areas
6. Service Alleys
7. School Crossings
8. Bus Shelters
9. Snow Removal in Commercial Zones and Parking Areas
10. Alleys/Handicap Spaces

Under the current system, yearly street sweeping parking restrictions are enforced meaning streets are not completely cleared for at least one week following a normal storm event.

### **Recommended Changes**

The following recommendations would improve snow and ice removal procedures and ease the confusion of this process:

#### **Designated Major Routes as Snow Routes**

North-South streets designated as Emergency Snow Routes would be Harlem, Home, Oak Park, East and Ridgeland Avenues. East-West streets designated as Emergency Snow Routes would be Roosevelt Road, 16th Street, Cermak Road, Riverside Drive, 26th and 31st Streets, Stanley and Windsor Avenues, 34th Street, Ogden Avenue and Pershing Road. Parking on these streets would be prohibited on both sides of the street for a 48 hour period for snow removal. Streets not listed above will prohibit parking for a 24 hour period following the odd/even format. Clearing the major passages in and out of the City will allow for residents to get to and from work, emergency vehicles to efficiently traverse the City, and not hinder the flow of public transportation. Vehicles parked on major routes would then be able to relocate to minor routes prior to the onset of a storm.

#### **2 Inch Snowfall Level Policy**

Reduction of the snowfall level policy from six inches to two inches would allow for more and quicker storm cleanup, limit stockpiling of snow on the streets and reduce the frequency of thawing and freezing snow on the street. Motorist inconvenience and possibility of additional fines may result. Benefits would be ease of travel and improved on-street winter parking conditions after snow and ice is removed.

#### **Increased Public Education**

Policy changes would require additional public information steps to be taken. Estimated cost of a mass mailing to City residents is estimated at \$10,000. The cost for an internet based reverse 911 system would cost \$50,000 to \$60,000. Signage would need to be replaced. The estimated cost for the replacement of all snow route signage would be \$143,000. This price does not include the removal and installation of an estimated 3000 signs.

#### **Conclusion**

The recommendations above would assist in snow and ice removal procedures and help means of transportation throughout of the City. These recommendations are feasible with a full Public Works workforce. These recommendations would also result in changes to departmental policies, ordinances, and staging areas, as well as costly changes to signage and public information procedures.





*FM*  
The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: August 7, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Mailing Machine Upgrade

Ladies and Gentlemen:

We will be discussing the mailing machine upgrade in the Committee of the Whole.

Your direction will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor



# City News

CITY OF BERWYN

Volume I, Issue I  
June 2008

## Message from the Mayor

Our community has been asking for somewhere to get the news about our city. Our plan is to send this letter along with the water bills each quarter. We hope it will answer some of your questions and lead you to additional information on our web site.

## Tree trim plan approved

The City Council approved a second year of tree trimming to be done by outside contractor. The cost will be paid from Motor Fuel Taxes. It is the hope to put our urban forest on a regular five-year plan.

## Two new ambulances

An agreement with Mac Neal Hospital to provide ambulance shuttle service to their MRI center has provided additional revenue which has allowed the Fire Department to put a long range plan to trade-in a five year old model each year and purchase a new ambulance each year. This purchase will be the fourth in the last three years.

## New Fire Engine

The Fire Department will have a new engine to go with their new Firehouse being built on 16th street.

The City Council approved the purchase to replace the current 1950 engine. The new engine should arrive just a few months after the planned November opening of the new Firehouse.

## "Think Green"

The City has begun a new campaign in cooperation with the North Berwyn Park District and Waste Management to increase recycling in the city. The goal is to educate the children to recycle at home through posters and contests at school as well as increase awareness with the citizens with information on what can be recycled. A goal to purchase something for the whole city with monies returned from Waste management from recycling proceeds will be determined.

## Discrimination Ordinance amended

The city council, by a unanimous vote, approved the addition of "Sexual Orientation" to race, creed, color, age, and religion as a protected group to prohibit discrimination in our city. The new ordinance will mirror state law.

## AT&T Lightspeed

AT&T will be installing equipment at 39 locations on city parkways

for their new "Lightspeed" project. This new technology will allow for competition for your T.V. and internet services. AT&T will be paying the city \$1,600 per location in order to landscape and soften the appearance of the equipment.

## Vehicle stickers on sale June 1

All vehicles registered to an address in Berwyn must display a sticker. New residents are required to obtain a sticker within 60 days of moving into the city.

## "WANTED"

### Library Board

#### Members

The nine-member Library Board sets general direction and provides oversight for the Berwyn Library, a unit of city government with more than 172,000 items in its collection and an annual budget of about \$2.7 million. The Library Board meets once a month on the third Monday, and its members hold office for 3-year terms. People interested in a position as a Library Board member must be residents of the City of Berwyn and submit a cover letter and resume to: Berwyn City Hall, Attn: Mayor's Office, 6700 W. 26th St., Berwyn 60402. Information can also be dropped off at City Hall during regular hours: Monday, Wednesday, Thursday and Friday, 9 a.m. to 5 p.m. and Tuesday, 9 a.m. to 8 p.m.

#### Landlords

The New Housing Center located at 3333 Grove Ave. can help you manage your apartment building and find tenants. Call 708-456-7890 for more information.

## Mayor

Michael A. O'Connor

## City Clerk

Thomas J. Pavlik

## City Treasurer

Gary Pater

## Ward Alderman

1st - Nona N. Chapman

2nd - Jim "Santiago" Ramos

3rd - Mark Weiner

4th - Michele D. Skryd

5th - Thomas Day

6th - Michael Phelan

7th - Robert Lovero

8th - Joel Erickson

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

City Hall - 6700 W. 26th St.

708-788-2660



Engineering the flow of communication

State & Local Term Rental account # 60

Grid for account number

Your Business Information

00810454009

CAN #

ORDER #

City of Berwyn

Full legal name of renter

12700 26th St.

Billing address

DBA name of renter

Berwyn

City

Tax ID # (FEIN/TIN)

IL

60402

State

ZIP+4

Billing contact name

Billing contact phone #

Billing CAN #

Installation address (if different from billing address)

ANGIC Waage

Installation contact name

City

708/788-2660

Installation contact phone #

State

ZIP+4

Installation CAN #

Credit Card #

Name on card

Exp date

Type of card

Tax exempt #

State tax (if applicable)

Fiscal period (from - to)

Your Business Needs

Quantity	Business Solution Description
1	D1950 Inserting System
	4 Feeder Tower
1	Height Adj. TABLE
1	Operator Training
4	Sheet Feeders
1	Insert Feeder

Check items to be included in customer's payment

Equipment Maintenance Provides service coverage including certain parts and labor

Software Maintenance Provides revision updates and technical assistance

Soft-Guard® Subscription Provides postal and carrier updates

If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates

IntelliLink™ Subscription / Meter Rental / Confirmation Services / Purchase

Power Subscription

Provides simplified billing and includes ( ) resets per year

( ) Confirmation Services Electronic access to postal confirmation services

( ) Purchase Power Subscription

EasyPermitPostage® Subscription Allows you to pay for permit mail

As a permit mail user, you will be contacted to establish your EasyPermitPostage® account. See Purchase Power Terms and Conditions

Your Payment Plan

Number of months Monthly amount

( ) 63 (\$1160)

( ) ( )

( ) ( )

\*Monthly Billing Only

( ) Required advance check of \$ received

( ) Tax exempt certificate attached

Initial rental term

Your Acknowledgment

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your Initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

Signature Date

Print name Title Email address

Account rep District office PBGFS acceptance

**STATE & LOCAL TERM RENTAL AGREEMENT  
TERMS AND CONDITIONS**

1. **NON-APPROPRIATION.** You warrant that you have funds available to pay the Total Payments, as defined in Page One, until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of the referenced term (the "Term"). If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.
2. **TERM; NON-ASSIGNABILITY.** This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the Term and your payment of all Total Payments and other sums due and your fulfillment of all other obligations under this Agreement. **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT, OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.**
3. **TOTAL PAYMENT.** You will pay each and every Total Payment, subject to your right of non-appropriation as provided in Section 1. All Total Payments and other sums due shall be payable to us at our executive office, until we direct you otherwise in writing. We may increase the Total Payment as a result of any imposition of, or increase in, taxes as provided in Sections 7 or 8. Your obligations, including your obligation to pay the Total Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement. A one time documentation fee to cover the origination, documentation and processing of this Agreement is included in your equipment cost and made a part of your Total Payments. **REGARDLESS OF ANY LOSS OR DAMAGE TO THE EQUIPMENT OR ANY OTHER REASON, YOU ARE REQUIRED TO PAY US ALL TOTAL PAYMENTS AND OTHER SUMS DUE UNDER THIS AGREEMENT. ALL TOTAL PAYMENTS SHALL BE PAID BY YOU WITHOUT DEDUCTION AND IRRESPECTIVE OF ANY SET-OFF, COUNTERCLAIM, RECOUPMENT, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE AGAINST US, OR ANY OTHER PARTY.**
4. **REPAIRS; USE.** You shall, at your expense, keep the Equipment in good repair, condition, and working order, and shall not alter the Equipment without our prior written consent. You shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and will not permit the Equipment to be used in a trade or business of any other person or entity.
5. **RISK OF LOSS.** You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, damage, or destruction, for the full replacement value of the Equipment, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional insured. Such insurance and types and amounts of coverage (and written evidence thereof delivered to us at our request) shall be satisfactory to us. No Equipment loss, theft, damage or destruction shall relieve you of your obligation to pay the Total Payments or any other obligation under this Agreement. We shall bear the risk of loss during shipment of the Equipment.
6. **REPRESENTATIONS.** You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section

103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Total Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Total Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Total Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Total Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Total Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. Notwithstanding any other provision of this Agreement, this Section shall survive the termination of this Agreement.

7. **TAXES; NO LIENS; TITLE.** As we direct, you shall pay all charges and taxes (including any customary fees of ours associated with the administration, billing and tracking of such charges and taxes) incurred by us which may be imposed or levied upon this Agreement, documentation, the billing or receiving of the Total Payments and the sale, purchase, personal property ownership, leasing, value, possession, or use of the Equipment, excluding taxes on or measured by our net income (unless such taxes result from your breach of any representation set forth in Section 8). You shall keep the Equipment free and clear of all liens and encumbrances, subject to the following sentence. You grant us a security interest constituting a first lien on the Equipment (including any replacements, substitutions, additions, attachments and proceeds) and authorize us to file a financing statement with respect to such security interest. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 1.
8. **ASSIGNMENT.** We may assign this Agreement, or pledge or mortgage the Equipment, in whole or in part without notice to you, and in such event, you agree, upon notice and request by us, to pay directly to any assignee all amounts payable hereunder without deduction, offset, defense or counterclaim and that such assignee shall thereafter have all of our rights and benefits (but none of our obligations) hereunder. We shall remain responsible for all of our obligations hereunder. Further, upon receipt of a request, you shall acknowledge any assignment. You acknowledge that any assignment, or granting of a security interest by us, will neither materially change your duties under this Agreement, nor increase your burdens or risks under this Agreement.
9. **LATE PAYMENT/RETURNED ITEM CHARGES.** If any payment required herein is not paid in full on or before its due date, you shall pay to us the then applicable fee being charged by us in connection with the administration of delinquent accounts. You shall also pay interest on any such late payment from the due date thereof until the date paid at 18% or the maximum rate allowed by law. For each dishonored or returned payment item, check or draft you shall pay to us the then applicable fee being charged by us in connection with our handling of returned items.
10. **DEFAULT.** If you fail to pay when due any amount required under this Agreement, make any misrepresentation, breach any warranty or fail to perform any other obligation hereunder, we may, without demand or notice,

exercise any one or all of the following remedies: (a) terminate this Agreement, (b) take possession of the Equipment, (c) declare the entire amount due and to become due under this Agreement for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and (d) pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses incurred by us in enforcing the provisions herein. To the extent permitted by applicable law, you waive the provisions of UCC Sections 2A-508 through 2A-522.

**11. NOTICES.** All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address set forth on this Agreement, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

**12. SURRENDER OF EQUIPMENT.** If you default, or terminate this Agreement by non-appropriation under Section 1, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

**13. INDEMNIFICATION.** To the extent allowed by applicable law, you agree to indemnify, defend and hold us and persons acting on our behalf harmless from and against any and all costs, expenses, damages, fines, settlements, claims or liability, including reasonable attorneys' fees (collectively, "Claims") arising out of or relating to your performance under this Agreement or use of the Equipment, excluding those adjudged to have arisen solely from our gross negligence or willful misconduct. We shall give you prompt written notice of such Claims under this Section made upon us. Further, notwithstanding your obligation to defend, we retain the right, at your expense, to defend, and after consultation with you to settle or compromise the claims and actions.

**14. PURCHASE ORDER USE.** You may use a Purchase Order to offer to obtain use of Equipment and receive other services, provided however, if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supercede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein and it shall have no effect except with respect to Equipment description, Equipment quantity, Term, requested services, Total Payments and Equipment location (the "Equipment/Service Detail"). Any provisions other than the Equipment/Service contained in a purchase order are hereby expressly objected to.

**15. MISCELLANEOUS.** This Agreement including the Equipment Service Level Agreement and Equipment Guide, if applicable, constitutes the entire agreement between the parties. This Agreement may not be amended, altered or changed except by a written agreement signed by the parties. If any provision should be found illegal, invalid or void, that provision is severable and should be considered deleted from this Agreement. The remaining provisions shall not be impaired and this Agreement shall be interpreted to the extent possible to give effect to the parties' intent. This Agreement shall inure to and be binding on the successors, heirs, transferees and the permitted assigns of the parties.

The following terms and conditions apply to all equipment service level agreements:

**1.0 Basic Equipment Maintenance.** To obtain service or emergency repair, you must contact PBI for service during its normal working hours (8am - 5pm in the time zone where the equipment is located, Monday through Friday, excluding holidays) ("Normal Working Hours") or you may place a request for service via its website [www.pb.com](http://www.pb.com). In addition, you have access to remote telephone support through the toll free response center (8 am to 8 pm EST, Monday through Friday, excluding holidays) at 1-800-522-0020. Depending on your Equipment type and at its option, PBI reserves the right to service your Equipment by (a) Service by Replacement with new, reconditioned or remanufactured equipment, depending upon the age of the Equipment and the nature of the performance problem, or (b) On-site service, remote diagnostics or off-site service, including new (or equivalent to new)

parts and assemblies replacement needed due to normal wear. Parts or assemblies for discontinued equipment (and/or equipment not marketed as new) will be provided only if available. If service is provided for your Equipment by replacement and your problem cannot be resolved over the telephone, PBI will, at no cost to you, promptly ship new, reconditioned or remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to PBI. You are responsible for the value of, and any damages to, the Equipment until PBI receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by PBI, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside PBI's Normal Working Hours set forth above. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies for all levels of service and printheads for meters, Intellilink® equipment and printers for standard service are not covered by this SLA. Professional services other than those set forth herein are not covered by this SLA. Rate program software for electronic scales and weighing systems is excluded from coverage under this SLA.

**2.0 Exclusions.** This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, use of Equipment in a manner not authorized by this SLA or other applicable purchase, lease or licensing agreement, external forces, use of Equipment in an environment with unsuitable humidity and/or line voltage, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI, the use of supplies or other hardware or software in connection with the Equipment not meeting PBI specifications, failure to use applicable software updates and/or use of Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.

**3.0 Term.** THE INITIAL TERM OF THIS AGREEMENT SHALL BE A TWELVE (12) MONTH PERIOD OR SUCH LONGER TERM AS MAY BE PROVIDED IN ANY LEASE AGREEMENT RELATING TO THE EQUIPMENT FOR WHICH MAINTENANCE COVERAGE IS PURCHASED PURSUANT TO THIS SLA AND SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TWELVE (12) MONTH PERIODS (OR UNTIL EXPIRATION OR TERMINATION OF THE LEASE AGREEMENT), UNLESS PITNEY BOWES RECEIVES FROM YOU WRITTEN NOTICE OF TERMINATION AT LEAST SIXTY (60) DAYS BEFORE THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to Pitney Bowes upon your receipt of each invoice.

**4.0 Modification; Termination.** Pitney Bowes may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at Pitney Bowes' discretion, with notice to you. If the equipment covered by this Agreement is moved from its original location, Pitney Bowes may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 11.0. In the event of such a revision, you will receive a pro-rata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. Any such termination by you shall be effective ten (10) business days after Pitney Bowes' receipt of your notice of termination. Your notice must include your Customer account number and, if applicable, your lease number and be sent to Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225



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American Drive, Neenah, WI 54956 If you breach any applicable term of this or any other agreement with Pitney Bowes or any of our affiliates, Pitney Bowes may immediately terminate this SLA. Pitney Bowes may also recover all expenses incurred in enforcing its rights under this SLA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If Pitney Bowes no longer offer maintenance service for the Equipment or this SLA is terminated by Pitney Bowes or if you have terminated this SLA as provided in this Section 4.0, Pitney Bowes' sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.

**5.0 Fees.** Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. Pitney Bowes reserves the right not to renew this SLA at any time and for any reason including, but not limited to, age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay Pitney Bowes' then applicable administrative fee assessed on delinquent accounts, including interest from its due date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is PBI's assurance that you have the authority to enter into this SLA. Pitney Bowes' acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.

**6.0 Liabilities; Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PITNEY BOWES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.

#### 7.0 General

For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement Pitney Bowes equipment (if the equipment qualifies) at Pitney Bowes' then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, Pitney Bowes will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within thirty (30) days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to Pitney Bowes' then current chargeable rates for maintenance and emergency repair services. You may have additional remedies available under Pitney Bowes' Customer Satisfaction Guarantee Program as established by Pitney Bowes from time to time. In no event (including under the Customer Satisfaction Guarantee Program) will Pitney Bowes be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between us with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate us in any way beyond the terms of this SLA. Purchase orders or any other document that add to, vary from, or conflict with these terms are rejected. The terms of any software license agreement or software maintenance agreement between Pitney Bowes and you relating to the Equipment covered under this SLA shall have priority over the terms of this SLA. Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such

delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations.

The Following terms apply to equipment service level agreements with training and equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements.

**8.0 Training Services.** You may receive training during the term of this Agreement at a time mutually agreed upon by both parties. Such training will include an overview to the operator(s) on how to use the Pitney Bowes equipment covered by this Agreement. The number of training sessions that are included as part of the annual fees for your service level agreement are as follows:

- a. mail finishing products (which includes meters and scales) receive up to twenty four (24) training sessions in each twelve month period;
- b. certain mail finishing accounting solutions receive up to four (4) training sessions in each twelve month period; and
- c. mail creation products (which includes tabletop folders, tabletop inserters and address printers and the Documatch® mailing system) receive up to four (4) training sessions in each twelve month period.

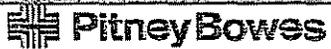
**9.0 Additional covered items.** Printheads for meters, Intellilink® equipment and printers are provided without additional charge.

The following terms apply to equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements and/or equipment service level agreements with training.

**10.0 Preventive Maintenance. Services.** Pitney Bowes shall perform preventive maintenance on the Equipment which shall include maintenance of all non-expendable parts, cleaning, lubrication, and adjustments, when applicable. Preventative Maintenance services shall be performed at regular intervals scheduled in advanced at a time convenient for both parties and based on the manufacturers' recommended preventive maintenance schedules.

**11.0 Response time.** If Pitney Bowes determines that on-site service is necessary, Pitney Bowes shall use reasonable commercial efforts to have a service technician on-site within four (4) business hours of our receipt of your call to PBI's toll free number in Section 1.0. Pitney Bowes' business hours are Monday through Friday, 8 am to 5 pm in the time zone where the Equipment is located, excluding holidays. You acknowledge, however, that this response time relates solely to the arrival of a technician at your location, and that response time does not indicate the time to resolve a problem. This is not a guarantee of problem resolution during such four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within these time frames. In your discretion, you may elect to schedule service at a time outside of the four (4) hour response time set forth herein. Products designated as service by replacement, software maintenance, preventive maintenance, operator training or other services not essential to restore equipment to a functional condition will be scheduled in advance and are not part of the response times set forth herein.

**12.0 Liquidated Damages for Failure to Meet Response Time.** Pitney Bowes agrees that if it does not respond to your site within four (4) hours of receipt of the request for service, Pitney Bowes will reimburse you a credit equal to three (3) months of the cost of the premium associated with the cost of the additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation ("Premium") upon your completion of refund form. You may request the refund form from your service technician or by calling the toll free number set forth in Section 1.0. Pitney Bowes will then review your request for a refund and shall determine whether a credit shall be issued based upon the information provided by you and a review of its own records. The credits set



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forth herein are limited to credits for two (2) failures to meet the response time obligations in Section 11.0 in any twelve (12) month period.



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EQUIPMENT GUIDE

**DEFINITIONS** "PBI", "we" or "us" means Pitney Bowes Inc. "PBGFS" means Pitney Bowes Global Financial Services LLC. "Bank" means The Pitney Bowes Bank, Inc. "Party" shall mean each of PBI, PBGFS, Bank or you. "You" and "Your" means the customer.

**WARRANTY** 1. Warranty. Pitney Bowes Equipment (hereinafter "Equipment"), Rate Software and PROM's are warranted by PBI to be free from defects in material and workmanship and to perform according to their specifications for 90 days from the date of installation. If a defect in material or workmanship or a failure to perform within specifications occurs within the first 90 days after installation, PBI will repair it or, at its option, replace it at no charge. A "defect" does not include the failure of rates embodied in a Rate Update to conform to published rates as a result of carrier rate changes. The performance of services by PBI shall be done in a professional and workmanlike manner. There is no warranty for services and repairs that are made necessary due to negligence or accident, misuse, usage which exceeds manufacturer's recommended usage, damage in transit, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. The warranty does not cover consumable parts or supplies such as belts, ink, ink rollers, sealer and moistener brushes, bulbs, felts and sponges or for parts worn out due to extraordinary use of the Equipment. 2. Disclaimer and limitation on liability. EXCEPT AS STATED ABOVE, PBI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBI WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**ACKNOWLEDGMENT OF DEPOSIT REQUIREMENT.** By signing this IntelliLink™ Subscription/Meter Rental Agreement, you represent that you have read the Acknowledgment of Deposit Requirement and are familiar with its terms. You agree that upon execution of this Agreement with PBI, you will also be bound by all terms and conditions of the Acknowledgment of Deposit Requirement, as it may be amended from time to time.

**USPS ACKNOWLEDGMENT OF DEPOSIT.** By electing to lease or use computerized meter resetting system ("CMRS") meter equipment, you may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account which you maintain at the Bank ("your Reserve Account") or may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank") for the purpose of prepayment of postage on CMRS-equipped meters ("Deposit"). 2. After the effective date of the lease or meter rental agreement between you and PBI, you may, from time to time, make deposits in your Reserve Account or may make Deposits in the Lockbox Bank account identified as: "United States Postal Service CMRS-PB." The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above. 3. Any deposit made by you in your Reserve Account shall be subject to the Postage By Phone® Reserve Account - Agreement and Disclosure Statement governing your Reserve Account. Any Deposit made by you in such Lockbox Bank account shall be credited by the USPS only for the payment of postage for CMRS equipment. Such Deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with Deposits of other customers. You shall not receive or be entitled to any interest or other income earned on such Deposits. 4. The USPS will provide a refund to you for remaining postage balances in CMRS equipment. The Lockbox Bank will provide a refund to you for deposits otherwise held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor. 5. The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so PBI can update its records. 6. PBI may deposit funds on your behalf. The USPS will make no advances. Any relationship concerning advances is between you and PBI, PBGFS and/or the Bank. 7. You acknowledge that the terms of this arrangement may be changed, modified, or revoked by the USPS, with appropriate notice. 8. USPS regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. You shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit. 9. By engaging in any transaction through the Lockbox Bank, which will have the effect of setting postage through CMRS meter equipment, your activities concerning CMRS are subject to this USPS Acknowledgment of Deposit.

**INTELLILINK® SUBSCRIPTION/METER RENTAL.** Pursuant to United States Postal Service ("USPS") regulations, PBI must own the IntelliLink® Control Center or Meter (which includes the postal security device, the user interface or keyboard and display and the print engine), and you may rent and use it solely for the purpose of processing your mail, provided that you have a valid USPS meter license and you comply with (i) these provisions and (ii) all applicable USPS regulations. Your rights of use and rental shall be coterminous with your Lease ("Initial Term") and may not be cancelled during the Initial Term. You will be billed the subscription or rental fees set forth in your Lease. After the Initial Term, the use and rental provided for herein may be cancelled by either party upon 30 days prior written notice. After termination, you must return the IntelliLink® Control Center or Meter to PBI in the same condition as you received it, reasonable wear and tear excepted. Your subscription and/or rental fees will not be increased during the Initial Term. After the Initial Term, PBI may increase the subscription and/or rental fees upon 30 days' prior written notice, provided no notice will be given if such increase is being offset by a corresponding reduction in your lease payment. When you receive notice of an increase, you may terminate this use and rental as of the date the increase becomes effective. Your IntelliLink® Control Center and/or Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program or you will receive individual rate updates as a separate charge. PBI reserves the right to recover or disable the IntelliLink® Control Center or Meter and/or terminate this use and rental at any time and for any reason. Tampering with or misusing the IntelliLink® Control Center or Meter is a violation of federal law. You must use only attachments or printing devices authorized by PBI and only supplies meeting PBI's specifications. Consumable supplies and postage are your responsibility. From time to time, we may access or download information remotely from your mailing system equipment powered by IntelliLink® technology to provide us with information about your postage usage amounts and patterns. Such information enables us to provide you with the best customer support and information about other products and services that may be of use to you, and some of the access and/or information may be necessary in order to conduct an inspection as required by USPS regulations. Any individually identifiable information that we obtain about you in this manner will not be shared by us with any third parties. From time to time, we may elect in our sole discretion to share aggregate data about our customers' postage uses with third parties. Please contact us if you have any questions about these data collection and/or sharing practices. You will notify PBI prior to moving the IntelliLink® Control Center or Meter to a different location. In order to obtain postage, you must contact PBI's POSTAGE BY PHONE® data center. Postage refill fees, if any, will not increase during the Initial Term but thereafter refill fees may be increased upon 30 days prior written notice. If you participate in any PBI, PBGFS and/or Bank postage advance programs, payment will be advanced on your behalf to USPS, subject to repayment by you under the terms and conditions of the applicable postage advance program and billed separately from your Quarterly Lease Payment. Refunds of unused postage, if any, will be made by USPS in accordance with then current USPS regulations. Your download of postage after receipt of these terms shall be deemed your acceptance.

**SOFT-GUARD® SUBSCRIPTION/RATE UPDATES.** If the Lease includes a Soft-Guard® subscription, PBI will provide up to 6 Rate Updates during each 12 month period following the date of installation of the applicable Equipment. PBI will provide each Rate Update only if required due to a postal or carrier change in rate, service, Zip Code or zone change. Your Soft-Guard® subscription does not cover any change in rates due to custom rate changes, new classes of carrier service or a change in Zip Code or zone due to Equipment relocation. If your order does not include a Soft-Guard® subscription or if you have received the maximum number of Rate Updates under your Soft-Guard® subscription, you will automatically receive Rate Updates or additional Rate Updates, as applicable, at the then-current list price. If you do not elect to



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purchase a Soft-Guard subscription upon the execution of the Lease, you may purchase one at a later date through PBI's Customer Care Center. There will be no charge for Rate Updates supplied within 90 days after the applicable Equipment is first installed.

**PURCHASE POWER CREDIT LINE.** 1. **Purchase Power Credit Line Works.** (a) You may participate in the Purchase Power program, by providing the requisite information contemplated by section 8 below and thereafter ordering meter resets, office supplies, or other services, including carrier billing (a service to effectuate shipping transactions) through the Purchase Power program, whichever is applicable (the "Program"). If you subscribe to the EasyPermitPostage® service, you may utilize the Purchase Power credit line to pay for permit postage and associated USPS fees. When you or an employee or agent of yours with express, implied, or apparent authority to do so (an "Authorized User"), places such an order under the Program "on line" by telephone or otherwise, or if you utilize your Purchase Power credit line to pay for permit postage and associated USPS fees, your Purchase Power Account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. You will receive a billing statement for each billing cycle in which you have any activity on the Account. You must pay the Account balance under the terms provided herein. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance of the Account under the terms herein. 2. **Deferred Payment Terms.** By using the Purchase Power program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. The Annual Percentage Rate applicable to the Account will be calculated as follows: the Bank will take the greater of (i) 22% and (ii) the sum of (a) the highest "Prime Rate" published in the "Money Rates" section of the *The Wall Street Journal* on the last business day of the month and (b) the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of January 31, 2008, the daily periodic rate would be .056693% and the corresponding annual percentage rate would be 20.75%). The Account balance that is subject to a finance charge each day will include (i) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (ii) unpaid interest, fees, and other charges on the Account. The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line. 3. **Account Charges.** Unless prohibited by applicable law, you agree to pay such fees and charges of which the Bank has given you notice, as the same may be in effect from time to time, including, without limitation, the fees and charges relating to: (a) transaction fees, if applicable; (b) your failure to pay in a timely manner; (c) your exceeding your credit line; and (d) fees attributable to the return of any checks that you give to the Bank as payment of the Account. Without limiting the generality of the foregoing, if you have subscribed to the EasyPermitPostage® service, you agree to pay a transaction fee in respect of permit postage and associated fees financed through the Account during any billing cycle to the extent that the amount so financed exceeds \$1,000, if your subscription is Level 1, \$5,000, if your subscription is Level 2, and \$10,000, if your subscription is Level 3, which fee shall be 65% of the amount of such excess for such billing cycle. 4. **Account Cancellation and Suspension.** The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. No cancellation or suspension will affect your obligation to pay any amounts you owe. 5. **Enforcement.** If you fail to observe the provisions hereof, the Bank may declare the entire Account balance due and payable. If the Bank is required to take collection action or any other legal action related to the Account, you will be responsible for all court and collection costs and reasonable attorneys' fees. 6. **Amendments; Termination.** The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you. Each time you use the Program, you are signifying your acceptance of the terms and provisions as then in effect. Any amendment will become effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time. The Bank will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program. 7. **Miscellaneous.** The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" without compromising any rights. The Program and advances thereunder shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law. 8. **USA PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or such other documents and information that will allow the Bank to identify him/her.

**VALUE BASED SERVICES.** 1. **Fees.** If your lease includes Value Based Services, these services will be made available to you through your IntelliLink® Subscription, and the fees ("Fees") for these services will be included in your Quarterly Lease Payment. Your Fees will not be increased during the Initial Term. After the end of the Initial Term, we may increase the Fees, but we will give you thirty (30) days' prior written notice. When you receive this notice of an increase, you may terminate these services as of the date the increase becomes effective. If at any time you request a change to your Value Based Services, the Fees will be adjusted. 2. **Limited Warranty.** We warrant that, for a period of ninety (90) days from the date of delivery, the Value Based Services will perform substantially in accordance with their specifications under normal use. This warranty is void if the failure to perform is due to negligence or accident, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. We are only responsible for maintenance of the performance of the Equipment. Equipment performance will be governed by the warranty terms found in the Equipment Guide. EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE VALUE BASED SERVICES ARE PROVIDED WITHOUT ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to you. 3. **LIMITED LIABILITY.** WE WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE SERVICES, INCLUDING INCIDENTAL CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 4. **Termination.** We shall have the right to terminate the services if you breach your obligations hereunder and fail to cure such breach within thirty (30) days after you have been notified in writing of such breach. 5. **USPS Provided Services.** If one or more of the Value Based Services you selected is provided by the USPS, then the description of those services and the applicable terms for usage can be found in the USPS Domestic Mail Manual as it may be amended from time to time by the USPS. Any fees charged by the USPS for any special service you purchase will be payable by you in the same way that you pay for postage. The USPS is solely responsible for acceptance and processing of customer requests for Value Based Services. We are not responsible for the results of any malfunctions of any part of the communication link (i.e., telephone lines connecting the IntelliLink® Control Center with the USPS data system). If USPS discontinues a service you have selected, we will discontinue such service automatically.

**ENTIRE AGREEMENT.** This Equipment Guide constitutes the entire agreement between the parties as to the subjects addressed in this Equipment Guide, and representations or statements; oral and written, not included herein are not binding on the parties.



More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

### Part I—Reporting Authority

**Amended return.** If this is an amended Form 8038-GC, check the amended return box.

Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

**Line 5.** After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

### Part II—Description of Obligations

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

**Lines 9a and 9b.** For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 11.** Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

**Line 12.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

### Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

**Learning about the law or the form** ..... 1 hr., 58 min.  
**Preparing the form** ..... 3 hr., 3 min.  
**Copying, assembling, and sending the form to the IRS** ..... 16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send the form to this address. Instead, see **Where To File on page 1.**



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**CITY OF BERWYN**  
**6700 West 26<sup>th</sup> Street**  
**Berwyn, IL 60402**

**Current Solution:**

DM1000 Mailing System  
DI800 Tabletop Folding/Inserting System

54-Month Lease \$1,373.00/month

**Proposed Solutions:**

**Option I**

Keep Current Mailing System  
Lease Payment will be reduced to: \$571.00/month

New DI950 Folding/Inserting System:  
63-Month Lease \$1,160.00/month

Total Monthly Investment \$1,731.00

**Option II**

Keep Current Mailing System and Current Inserting System

\$1,373.00/month

Add-on (2) Sheet Feeders with Additional Monthly Cost:  
\$445.00/month

Total Monthly Investment \$1,818.00

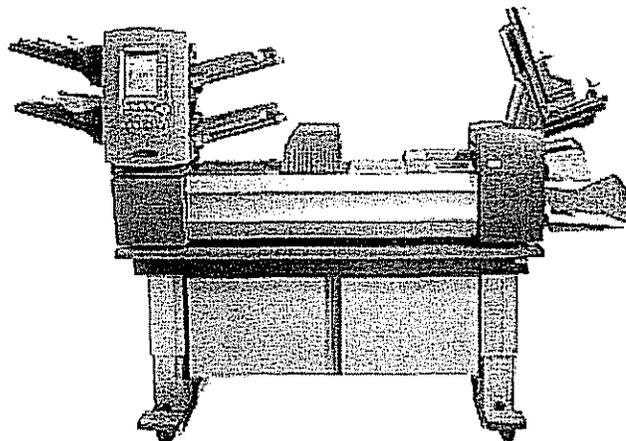
**Option III**

Keep Current Mailing System and Current Inserting System

\$1,373.00/month

Add-on (1) Sheet Feeder with Additional Monthly Cost:  
\$286.00/month

Total Monthly Investment \$1,659.00



## **Pitney Bowes DI950 Folding / Inserting System**

### **Automates Folding and Inserting to Make Mailings Simple**

- Cycle speeds of up to 5,400 pieces per hour, efficiently handle the needs of mid volume mailers.

### **State-of-the-Art Paper Handling**

- Capabilities maximize uptime while virtually eliminating document damage.
- Double document detectors in each feeder automatically detect multiple feeds to assure the accuracy of the final collation.

### **Easy to Operate, Even for New Users**

- The system can be programmed with your routine jobs, and can guide a novice through the operating procedures.
- Program 24 jobs in memory for automatic set-up of regular applications.
- Automatic adjustments for fold settings and page separation.
- Daily mail convenience feeder, for quick processing of stapled and non-stapled sets, simply drop the piece into the dedicated tray.
- Continuous feed option allows pages from a second feeder to continue feeding without interruption.
- PacPilot™ control panel offers unprecedented ease-of-use.
- Load-on-the-fly capabilities allow the system to pause until new material is loaded, which increases productivity by not stopping the system during a job to refill the stations.
- The Clear Deck function allows the customer to clear all the material within the transport area at the touch of a button at the end of each job.
- All feeders are linked including the envelope feeder to increase running time.
- Ergonomically convenient automatic height adjustable tables with shelf and doors.

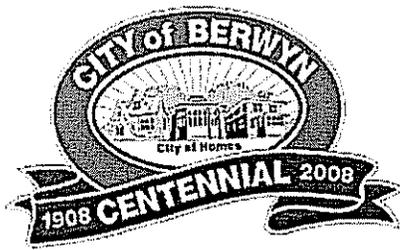
DI950C Folding/Inserting System

Includes: (4) Sheet Feeders  
(1) Insert Feeder

63-Month Lease      \$1,160.00/month

Above pricing includes delivery, installation, training, and maintenance.

The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: August 7, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Comcast Care Check Presentation to Youth Crossroads

Ladies and Gentlemen:

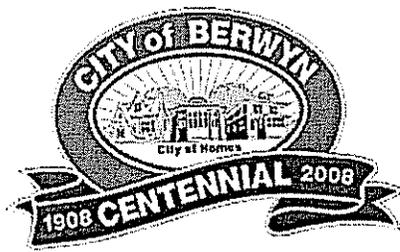
Comcast Cable partnered with Youth Crossroad in Berwyn as one of their Comcast Cares projects this year. In recognition of their partnership, Comcast would like to present a check to Youth Crossroads at the City Council meeting.

Your approval will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

**A Century of Progress with Pride**

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

Date: August 8, 2008  
To: Members of the City Council  
From: Mayor Michael A. O'Connor  
Re: Questionable Diplomas

Ladies and Gentlemen:

The City of Berwyn, led by then Police Chief Carl Dobbs, began cooperating with Federal investigators more than 2 years ago about a possible fraudulent diploma mill. According to the investigators some of fraudulent diplomas were sold to as many as seven employees of our city. Chief Dobbs and Human Resource Director, Pat Segel, to reviewed all diplomas submitted by those on the list supplied by the Federal investigators and then reviewed all those submitted for reimbursement or received additional stipends. The review revealed three police officers may have been reimbursed and received stipends. However, the records were not complete. Two of these officers had resigned prior to April of 2005 and the third resigned shortly afterward. All three of these employees were no longer, at the time of the investigation, employed by the City. We also confirmed that four other officers had also purchased degrees from the diploma mill in question. None of these current officers were found to be receiving a stipend nor had requested reimbursement. None of these officers were found to have received a promotion or position change based on the fraudulent diploma either. All of these officers were interviewed and informed of the status of their degrees. Two of these officers chose to withdraw the diplomas and the other two never submitted them for consideration. A full review of all other employees' files for fraudulent diplomas revealed no additional problems at the time.

Shortly after the investigation began, the police sergeant test was being offered by the Fire and Police commission. A review of all new diplomas submitted by all those taking the promotional test for the sergeant's exam was conducted. The sergeant's test was administered by the Fire and Police Commission to nearly 50 officers. When all the degrees were submitted to be considered for additional educational points, which are added to the point totals, two additional fraudulent degrees were discovered. The officers were informed of their status. One of these officers withdrew his diploma; the second filed a grievance asking for a fraudulent diploma, from a different diploma mill, to be accepted. The grievance was heard by, then new, Police Chief Kushner and denied. However, rather than appeal his grievance to

next level, this officer chose to file a lawsuit seeking to allow this diploma to be recognized. This case was denied by the courts twice.

Everyone in this administration has cooperated fully with this ongoing investigation. The arrests of those selling the fraudulent diplomas included a disclaimer from the Federal investigators that they had no intention of pursuing the buyers of diplomas in this case. This left it to the employers to examine all of our records and to determine if any of the amounts paid by the City could be refunded or would lead to prosecution. Use of a fraudulent diploma for personal gain is a misdemeanor which has a statute of limitations of one year. It is not a crime to purchase one. It must be determined whether or not the time limit has run out by our local authorities. The appropriate pension boards will also be notified of any possible adjustments necessary to those who gained from these fraudulent degrees.

Since the hiring of Chief Dobbs, Chief Kushner and Human Resource Director, Pat Segel, all diplomas submitted for reimbursement or promotional purposes by all city employees must be approved by the supervisor and the mayor as well as verified by the Human Resource Director that they are from an accredited college.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. O'Connor".

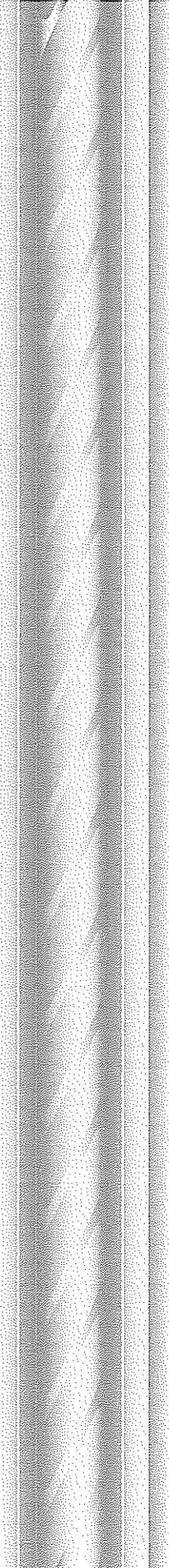
Michael A. O'Connor  
Mayor

# Section G

## Reports and Communications From The City Clerk

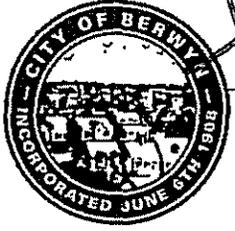
# Section H

## Communications From The Zoning Board of Appeals



# Section I

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



## THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

**NONA N. CHAPMAN**

First Ward Alderman

IM: (708) 484.Nona (6662)

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

August 8, 2008  
Mayor Michael A. O'Connor  
Members of the Berwyn City Council  
Berwyn City Hall

**SUBJECT: City Finances, Layoffs, and Mid Year Adjustments**

Ladies and Gentlemen,

Since April 4, 2008 I have requested a "complete breakdown of the Budget line items". Simply put, a breakdown of each line item and exactly what is being taken out of that line. We always talk about the "previous administration" and so called problems, well at least with the previous administration, and the first 2 years of this administration when I was budget chairman, we had that information at our finger tips instead of lump sum line items created specifically so the council had to take your word for what was included in the budget.

Since 2005 we have added 3 people/positions to the finance department and removed the responsibility of the HR position from the Finance Director, to a newly created HR Director position. We should have more specific details, not less.

After committee of the whole hearings, and reviewing the department heads recommended totals and their cutbacks, we need to make the cuts they have suggested in the mid year adjustments. The city council will also need to make some cuts in the budget, and eliminate some positions that are no longer a priority to the community.

Mayor, I have spent 4 months asking how much we are saving by the personnel layoffs you have made. This city council still does not have your answer. It is my belief that we must now make some additional cuts to the budget by eliminating specific line items.

It would be my recommendation to send this communication to the finance department for a "complete breakdown of the Budget line items" including the totals as to what we saved by the recent city layoffs, then to a closed committee of the whole for mid year adjustments that will possibly include further personnel position eliminations.

Nona N. Chapman  
1st Ward Alderman

Michael A. O'Connor

Mayor



Santiago "Jim" Ramos

Second Ward Alderman

(708) 484-4275

2<sup>nd</sup> ward@berwyn-il.gov

A Century of Progress with Pride

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

Santiago "Jim" Ramos

2<sup>nd</sup> Ward Alderman

August 6, 2008

**Mayor and City council Members:**

The residents of 3300 and 3400 blocks of Highland Avenue are seeking permission to hold our 13<sup>th</sup> Annual Larry Menchetti Memorial Block Party on August 31, 2008, with a rain out date of September 1, 2008. This block party is open to all residents of the 2<sup>nd</sup> Ward, their families and friends. This was Alderman Menchetti's wish, to have a 2<sup>nd</sup> Ward Block Party that would welcome all and we try to hold it to honor our former 2<sup>nd</sup> Ward Alderman.

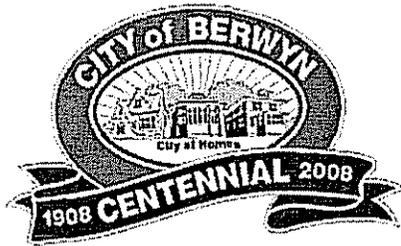
We are aware of the ordinances regarding block parties and we will abide by them. We are asking that the Public Works Department drop off wooden horses to block off the street, the Fire Department to send over a fire truck (if Available), and the Police Department to send over a Segway or two and Mr. McGruff to take a bite out of crime. All City officials and their families are invited to attend the block party.

I will be the main contact for this block party and any information needed can be obtained by calling me at 484-4275

Thank you,

Santiago "Jim" Ramos

Michael A. O'Connor  
Mayor



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

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

August 8, 2008

Mayor Michael A. O'Connor  
City Council Members

RE: Oak Park Regional Housing Center

Ladies and Gentlemen;

In light of the financial status of the City and the layoffs instituted by the Mayor, I would like to propose an alternative. Notice should be immediately given, pursuant to contract, to terminate the contract with the Oak Park Regional Housing Center. It seems ridiculous to provide \$250,000 a year to an agency who scours Craig's list and the local rental ads to place tenants.

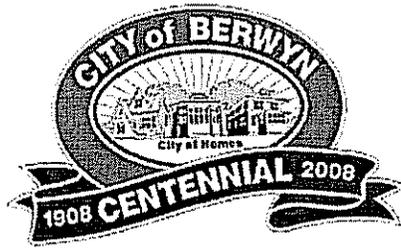
I believe that instead of cutting services to the residents we should look to cutting this non-essential service, especially when statistics of their success are not forthcoming or available. I would be more than willing to review reinstating the program, with more specific guidelines, when finances allow.

I ask that Council concur in this request.

Respectfully,

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

Michael A. O'Connor  
Mayor



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

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

August 8, 2008

Mayor Michael A. O'Connor  
City Council Members

RE: Non- Union Furloughs

Ladies and Gentlemen;

Recently the City of Chicago proposed non-union furloughs to address financial burdens they are experiencing. I believe that we should follow the example they have provided by instituting a similar program. This savings, combined with other expense cutting measures, should allow us to reinstate the direct service workers who have been laid off. We can combine this program with the purported concessions put forward by the respective unions. In addition we would save attorney fees and litigation expenses by not having to defend the numerous grievances and lawsuits the layoffs are bringing to light.

Please refer this matter to the Committee of the Whole to devise a fair and equitable furlough plan.

I ask that Council concur in this request.

Respectfully,

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



1-5

**Board of  
Fire & Police Commissioners**

6401 West 31st Street  
Berwyn, Illinois 60402-0701

HONORABLE MAYOR MICHAEL A. O'CONNOR  
FIRE CHIEF DENNIS O'HALLORAN  
ALD. MARK WEINER, CHAIRMAN FIRE & POLICE COMMITTEE  
CITY CLERK THOMAS PAVLIK  
CITY TREASURER GERARD PATER  
BERWYN CITY COUNCIL MEMBERS

JULY 29, 2008

RE: FIREFIGHTER APPOINTMENT

PLEASE BE ADVISED THAT THE BOARD OF FIRE AND POLICE  
COMMISSIONERS HAS APPOINTED THE FOLLOWING AS A PROBATIONARY  
FIREFIGHTER EFFECTIVE AUGUST 14, 2008, A VACANCY WAS CREATED BY  
THE PROMOTION OF CARL J. REINA JR. TO LIEUTENANT.

BRIAN MADDEN

THE BOARD WELCOMES FIREFIGHTER MADDEN AND WISHES HIM WELL IN  
HIS NEW ENDEAVOR.

SINCERELY,

ANTON ADOLF

CARL REINA

RICK TOMAN

# Section J

## Staff Reports



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

August 5, 2008

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

**Case No.: 06 L 1186 (Circuit Court of Cook County)**

Dear Mr. Pavlik:

Please put an item on the August 12, 2008 agenda authorizing the settlement of the above referenced matter for the total sum of \$200,000 based upon prior City Council authority in executive session.

Very truly yours,

Richard F. Bruen, Jr.

RFB/df



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

August 8, 2008

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

**Re: Parking Ordinance – School District and Church Special**

Dear Clerk:

Attached find a revised 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 per the request of Alderman Lovero and the City Council.

The changes from the draft contained in Item J-1 of the July 22, 2008 Agenda are in bold italics.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

Attachments

**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 95<sup>th</sup> 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 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) *Authority is hereby given to bona fide churches located in Berwyn and without adequate parking facilities 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.*

(c) Each authorized School District and church *described in subparagraphs (a) and (b) 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 date the pass was issued, and name of school or church.

(d) 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."

(e) 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.

(f) 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.

(g) All special visitor parking passes shall expire on June 30 of the year in which they were issued and the color of the special visitor parking pass must be changed for each new year.

(h) Passes must be displayed on the passenger's side dashboard.

(i) 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 School District or church,

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:

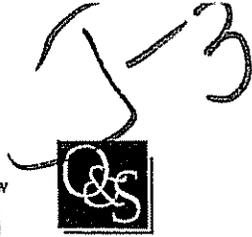
	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				

(Mayor O'Connor)				
<b>TOTAL</b>				

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 18, 2008

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

**Re: Berwyn Municipal Building Designation as Historical Landmark**

Dear Mr. Pavlik:

Please put the attached ordinance on the July 22, 2008 agenda for consideration by Council.  
Thank you.

Very truly yours,

ODELSON & STERK, LTD.

A handwritten signature in cursive script that reads "Matthew M. Welch".

Matthew M. Welch

---

THE CITY OF BERWYN  
COOK COUNTY, ILLINOIS

---

ORDINANCE

NUMBER \_\_\_\_\_

---

AN ORDINANCE DESIGNATING AS A HISTORIC LANDMARK PROPERTY KNOWN AS THE  
BERWYN MUNICIPAL BUILDING, 6700 WEST 26<sup>TH</sup> STREET, PURSUANT TO THE  
REQUIREMENTS OF CHAPTER 1820 OF THE BERWYN CITY CODE

---

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

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

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

AN ORDINANCE DESIGNATING AS A HISTORIC LANDMARK PROPERTY KNOWN AS THE  
BERWYN MUNICIPAL BUILDING, 6700 WEST 26<sup>TH</sup> STREET, PURSUANT TO THE  
REQUIREMENTS OF CHAPTER 1820 OF THE BERWYN CITY CODE

---

WHEREAS, Chapter 1820 of the Berwyn Code of Ordinances (the "*Historic Preservation Ordinance*") provides rules and procedures for designating Historic Landmarks and Districts within the City of Berwyn; and

WHEREAS, the Berwyn Historic Preservation Ordinance gives the Historic Preservation Commission (the "*Commission*") responsibility to investigate, review and recommend to the Berwyn City Council those structures or districts that have significant historical, cultural, architectural or aesthetic value as part of the heritage of the City of Berwyn, the State of Illinois, or the United States; and

WHEREAS, the Commission received and accepted an application for designation of the Berwyn Municipal Building, 6700 West 26<sup>th</sup> Street, Berwyn, Illinois, as a Historic Landmark; and

WHEREAS, the Commission held a public hearing pursuant to the requirements of the Historic Preservation Ordinance on June 19, 2008 to consider the designation of the Berwyn Municipal Building as a Historical Landmark; and

WHEREAS, the Commission unanimously recommended to the City Council on June 24, 2008 that the Berwyn Municipal Building represents a structure that has significant historical, cultural, architectural or aesthetic value as part of the heritage of the City of Berwyn, the State of Illinois, or the United States;

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. Findings. Based upon City Council's review of the application, the Resolution and Report of the Commission, and the designation standards set forth in Section 1820.06, the City Council makes the following affirmative determination: the Berwyn Municipal Building, 6700 West 26<sup>th</sup> Street, Berwyn, Illinois, embodies significant historical, cultural, architectural, and aesthetic value as part of the heritage of the City of Berwyn, the State of Illinois, and the United States.

Section 2. Adoption. The Berwyn Municipal Building shall hereafter be designated as a Historic Landmark pursuant to the Historic Preservation Ordinance, and subject to the provisions therein.

Section 3. Filing. The City Clerk is hereby directed to file with the Recorder of Deeds of Cook County, Illinois a certified copy of this designation ordinance.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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				

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 18, 2008

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

**Re: Demolition Delay Ordinance**

Dear Mr. Pavlik:

Please put the attached ordinance on the July 22, 2008 agenda for consideration by Council.  
Thank you.

Very truly yours,

O DELSON & STERK, LTD.

Matthew M. Welch

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---

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

---

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## ORDINANCE

NUMBER \_\_\_\_\_

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---

AN ORDINANCE AMENDING THE BUILDING AND HOUSING CODE OF THE CITY OF  
BERWYN , COOK COUNTY, ILLINOIS ESTABLISHING DEMOLITION DELAY  
PROCEDURES FOR THE PURPOSES OF ENCOURAGING HISTORIC PRESERVATION

---

---

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

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

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

AN ORDINANCE AMENDING THE BUILDING AND HOUSING CODE OF THE  
CITY OF BERWYN , COOK COUNTY, ILLINOIS ESTABLISHING  
DEMOLITION DELAY PROCEDURES FOR THE PURPOSES OF  
ENCOURAGING HISTORIC PRESERVATION

---

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 requires all owners of real property to obtain a permit, upon City Council review and approval, prior to the demolition of any structure in the City; and

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

WHEREAS, the City Council finds that it is in the public interest to enact a requirement for demolition delay for the categories of properties identified herein

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 1443.05 DEMOLITION PERMITS of the Building and Housing Code shall henceforth read as follows:

1443.05 Demolition Permits

(a) In General. A demolition permit is required for the demolition of any structure, building or alteration, which would require a building permit. No principal building or structure shall be issued a demolition permit unless such request is approved by express action of the City Council.

(1) Prior to the submission of a demolition permit application to City Council pursuant to subsection (a), all demolition permit applications shall be forwarded by the Building Director to the Berwyn Historic Preservation Commission (the "Commission") within five (5) business days of receipt of such application. The Commission shall, within fifteen (15) business days of receipt of the application or by the Commission's next regularly scheduled meeting, whichever occurs first, make a preliminary determination of historic eligibility pursuant to the criteria set forth for Historic Landmarks and Historic Districts in Section 1820.05 and/or Section 1820.06 respectively.

(2) In the event that the Commission determines that a structure, building or alteration is not eligible for designation as a Historic Landmark or included within a Historic District, all as defined in Section 1820.03 respectively, the Commission may deliver a resolution to the Building Director within five (5)

business days of its preliminary determination stating that the Commission has no objection to the demolition permit application.

(3) In the event that the Commission determines that a structure, building or alteration is eligible to be designated as a Historic Landmark or included within a Historic District, all as defined in Section 1820.03 respectively, the Commission may deliver a resolution to the Building Director within five (5) days of its preliminary determination recommending the City Council stay the demolition permit application until the Commission completes its Historic Landmark or Historic District nomination procedures pursuant to Chapter 1820 of the Code.

(4) In the event that the Building Director receives a resolution from the Commission pursuant to this Section, the Building Director shall forward such resolution to the City Council for final determination of the demolition permit

application at the next regularly scheduled City Council meeting. City Council shall consider such resolutions in making their final determinations upon a demolition permit application.

(5) If the Building Director does not receive a resolution from the Commission within the time period provided in Section 1443.05(a)(1), the Commission will be deemed to have recommended approval of the demolition permit.

(b) Notice to Utilities; Disconnection of Services and Equipment. Before a structure is demolished or removed, the owner or his or her agent shall notify all utilities having service connections within the structure, such as water, electric, gas and sewer, of the pending demolition. A demolition permit to demolish or remove a structure shall not be issued until a release is obtained from the utilities, stating that their respective service

connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.

(c) Notice to Adjoining Owners. Only when written notice has been given by the applicant to the owners of adjoining lots, and to the owners of wired or other facilities, of which the temporary removal is necessitated by the proposed work, shall a demolition permit request for the removal of a principal building or structure be reviewed by the City Council for approval. Such notice shall include the time, place and date of City Council review.

(d) Maintenance of Unsafe or Hazardous Conditions. When, in the opinion of Building Director, a principal structure is in an unsafe or hazardous condition, the provisions of City Council action, as well as the provisions under Section 1443.05(a)(1) herein, may be waived in order to protect against imminent danger. Whenever a structure is

demolished or removed, the premises shall be maintained free from all unsafe or hazardous conditions by the proper regulation of the lot and restoration of established grades.

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

Section 4: All ordinances, 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 July 2008, pursuant to a roll call vote, as follows:

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

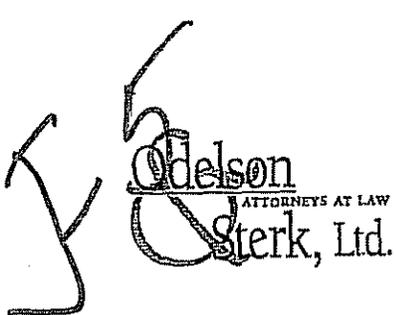
APPROVED by the Mayor on July \_\_\_\_, 2008.

---

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 18, 2008

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

**Re: Job Description Resolutions**

Dear Mr. Pavlik:

Please put the attached resolutions on the June 22, 2008 Agenda for consideration by Council.

Very truly yours,

A handwritten signature in black ink that reads 'Matthew M. Welch'.

Matthew M. Welch

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
ADMINISTRATIVE ASSISTANT TO THE MAYOR POSITION WITHIN THE  
CITY OF BERWYN, COOK COUNTY, ILLINOIS

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 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
ADMINISTRATIVE ASSISTANT TO THE MAYOR POSITION WITHIN THE  
CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Assistant to  
the Mayor; and

WHEREAS, it is necessary to amend the job description for the position of Assistant to  
the Mayor to properly reflect the duties of this position; and

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

SECTION 1. The following job description for the Assistant to the Mayor position is  
hereby adopted:

Responsible for the day to day operations within the Office of the Mayor including but  
not limited to the management of all concerns, questions and complaints of residents,

building of relationships with all utility organizations servicing the City, organization,

investigation and/or administration of any projects assigned by the Mayor.

**SECTION 2.** This Resolution becomes effective immediately upon its adoption.

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

---

Michael A. O'Connor

MAYOR

---

Thomas J. Pavlik

CITY CLERK

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
ASSISTANT FIRE CHIEF POSITION WITHIN THE CITY OF BERWYN,  
COOK COUNTY, ILLINOIS

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 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
ASSISTANT FIRE CHIEF POSITION WITHIN THE CITY OF BERWYN, COOK  
COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Assistant Fire  
Chief; and

WHEREAS, it is necessary to amend the job description for the position of Assistant Fire  
Chief to properly reflect the duties of this position; and

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

SECTION 1. The following job description for the Assistant Fire Chief position is hereby  
adopted:

The Assistant Fire Chief assists the Fire Chief with organizing and direction of all Fire  
Department operations. The Assistant Chief is responsible to the Fire Chief for the  
conduct, efficiency, and activities of the Fire Department personnel on a daily basis.  
Each Deputy Chief is responsible to the Assistant Chief for the efficient operation of his

platoon. The Assistant Fire Chief exercises the duties and assumes the responsibilities of the Fire Chief during times when the Fire Chief is unavailable.

Other duties included:

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

SECTION 2. This Resolution becomes effective immediately upon its adoption.

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

---

Michael A. O'Connor

MAYOR

---

Thomas J. Pavlik

CITY CLERK

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF COMMUNITY DEVELOPMENT POSITION WITHIN THE CITY  
OF BERWYN, COOK COUNTY, ILLINOIS

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 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF COMMUNITY DEVELOPMENT POSITION WITHIN THE CITY  
OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Director of  
Community Development; and

WHEREAS, it is necessary to amend the job description for the position of Director of  
Community Development to properly reflect the duties of this position; and

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

SECTION 1. The following job description for the Director of Community Development  
position is hereby adopted:

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

program.

SECTION 2. This Resolution becomes effective immediately upon its adoption.

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

---

Michael A. O'Connor  
MAYOR

---

Thomas J. Pavlik  
CITY CLERK

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF COMMUNITY OUTREACH POSITION WITHIN THE CITY OF  
BERWYN, COOK COUNTY, ILLINOIS

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 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF COMMUNITY OUTREACH POSITION WITHIN THE CITY OF  
BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Director of  
Community Outreach; and

WHEREAS, it is necessary to amend the job description for the position of Director of  
Community Outreach to properly reflect the duties of this position; and

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

SECTION 1. The following job description for the Director of Community Outreach  
position is hereby adopted:

The function of the Community Outreach program involves establishing ways for citizens  
to become more actively involved in the community by opening up communication  
between City Departments, City staff and citizens. This will be accomplished through  
establishing programs within the city by working with departments, agencies and staff  
that involve the citizens. Holding Citizen Meetings, events and different venues of

communication will be utilized to reach the citizens. The Outreach Department will investigate and research citizens' suggestions and concerns, and respond to all inquiries. The Community Outreach will assist in planning, organizing, and directing activities and programs that will include the citizens of the community, business leaders and officials.

**SECTION 2.** This Resolution becomes effective immediately upon its adoption.

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

---

Michael A. O'Connor  
MAYOR

---

Thomas J. Pavlik  
CITY CLERK

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF NEIGHBORHOOD AFFAIRS POSITION WITHIN THE CITY  
OF BERWYN, COOK COUNTY, ILLINOIS

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

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF NEIGHBORHOOD AFFAIRS POSITION WITHIN THE CITY  
OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Director of  
Neighborhood Affairs; and

WHEREAS, it is necessary to amend the job description for the position of Director of  
Neighborhood Affairs to properly reflect the duties of this position; and

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

SECTION 1. The following job description for the Director of Neighborhood Affairs  
position is hereby adopted:

Principal Duties and Responsibilities:

- 1) Formulates and implements programs and policies regarding blight and compliance inspections; Provides administrative planning, coordination, direction, and review of Building Department operations and personnel.

- 2) Supervises Blight and Compliance Inspectors regarding enforcement of city ordinances and codes.
- 3) Supervises and coordinates Zoning infractions in reference to illegal apartments.
- 4) Represents the City of Berwyn in Local Ordinance Court; Processes and recommends fines and additional actions to be taken for violations.
- 5) Responds to all inquiries and concerns from all entities concerning policies, procedures, ordinances, codes, enforcement and adjudication; Attend meetings and supply technical information and advice to officials from other organizations, other City Departments, City Council and the general public as requested.
- 6) Perform building inspections as needed in conjunction with oilier departments including Police, Fire, Public Works, Health, Etc.
- 7) Contracts and coordinates all rodent abatement policies and procedures for the City of Berwyn including all city-owned buildings.
- 8) Forecasts operational needs, department costs, and prepares the Building Department budget in conjunction with the Building Director.
- 9) Tracks and processes orders lawn service for unoccupied properties; Orders board up for structures which are in disrepair or have been damaged by fire or any other cause in order to protect the public; Works in conjunction with the Building Director to condemn and demolish unsafe structures; forward

information to collector for billing to property owners

- 10) Prepare, review and submit all necessary information, records, files and reports concerning the Department of Neighborhood Affairs; Maintain and update the Building Department data system
- 11) Perform additional duties within the above scope as required or deemed necessary to accommodate departmental as well as residential needs

**SECTION 2.** This Resolution becomes effective immediately upon its adoption.

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

---

Michael A. O'Connor  
MAYOR

---

Thomas J. Pavlik  
CITY CLERK

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF FINANCE POSITION WITHIN THE CITY OF BERWYN,  
COOK COUNTY, ILLINOIS

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 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF FINANCE POSITION WITHIN THE CITY OF BERWYN,  
COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Director of  
Finance; and

WHEREAS, it is necessary to amend the job description for the position of Director fo  
Finance to properly reflect the duties of this position; and

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

SECTION 1. The following job description for the Director of Finance position is hereby  
adopted:

Primary Purpose:

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

Principal Duties and Responsibilities:

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

collection of taxes and other receipts in accordance with laws and regulations.

8. Develops financial studies and plans. Forecasts, estimates, and monitors the financial condition of the City to assure the fiscal well being of the City.
9. Prepares financial reports, preparation of annual levy and appropriations ordinance.
10. Coordinates budget preparation and execution under the Mayor's supervision.
11. Oversees the preparation of state and Federal Reports, including tax reports.
12. Assists in the management and reporting of the City's Tax Increment Finance Districts (TIF).
13. Establishes and maintains records needed for bond payments, fiscal agent and related redemption ledgers.
14. Responsible for the supervision of the payroll function.
15. Prepares periodic financial, statistical or operational reports as assigned.

**Position Requirements:**

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

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

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

**Certifications:** - Certified Public Accountant

SECTION 2. This Resolution becomes effective immediately upon its adoption.

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

---

Michael A. O'Connor  
MAYOR

---

Thomas J. Pavlik  
CITY CLERK

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
GRANTS ADMINISTRATOR/COMMUNITY DEVELOPMENT POSITION  
WITHIN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

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

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Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
GRANTS ADMINISTRATOR/COMMUNITY DEVELOPMENT POSITION  
WITHIN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Grants  
Administrator/Community Development; and

WHEREAS, it is necessary to amend the job description for the position of Grants  
Administrator/Community Development to properly reflect the duties of this position; and

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

SECTION 1. The following job description for Grants Administrator/Community  
Development position is hereby adopted:

The function of Grants Administrator/Community Development for CDBG is primarily to monitor the distribution of the grant that is received from HUD according to all of the federally mandated guidelines as established by HUD. This requires the Grants Administrator/Community Development to have a thorough knowledge of the current projects that are part of the Action Plan, as well as developing an awareness of the

community's needs for future Action Plans as well as what will be required for the next five year Consolidated Plan. The Grants Administrator must also be a willing participant in the hearing process and interact with the sub-grantees on an ongoing basis that monitors their input. Knowledge of the HUD's IDIS system of recording keeping is also required so that all timely reports maybe generated as required.

**SECTION 2.** This Resolution becomes effective immediately upon its adoption.

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

---

Michael A. O'Connor  
MAYOR

---

Thomas J. Pavlik  
CITY CLERK

# THE CITY OF BERWYN

COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER \_\_\_\_\_

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF HUMAN RESOURCES POSITION WITHIN THE CITY OF  
BERWYN, COOK COUNTY, ILLINOIS

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 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

A RESOLUTION CONCERNING THE JOB DESCRIPTION FOR THE  
DIRECTOR OF HUMAN RESOURCES POSITION WITHIN THE CITY OF  
BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and the City Council of the City of Berwyn, Cook County, Illinois  
(the "*Corporate Authorities*") wish to amend the job description for the position of Director of  
Human Resources; and

WHEREAS, it is necessary to amend the job description for the position of Director of  
Human Resources to properly reflect the duties of this position; and

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

SECTION 1. The following job description for the Director of Human Resources position  
is hereby adopted:

Primary Purpose:

Plans, manages, oversees and directs the operations of the Human Resources  
Department, which includes recruitment, labor relations, workers compensation,  
classification and compensation, benefits administration, specialized training and to

provide complex staff assistance to management and City Council. The Director of Human Resources shall report to the Mayor.

### Key Accountabilities

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

8. Conducts a variety of organizational studies, investigations resulting in recommendations for modification to personnel programs, policies and procedures as appropriate.
9. Evaluates the City's compensation program and makes recommendations so as to keep our compensation competitive with other municipalities.
10. Designs performance evaluation system for selected departments and provides appropriate training related to implementation.
11. Evaluates and recommends employee benefit modifications or new programs, with an annual review of all current benefits for cost effectiveness.
12. Prepared departmental budget annually and assists managers with portions of their budget preparation.
13. Responsible for all human resources related federal, state and local reporting requirements.
14. Handles all workers compensation claim management and case management of individual work-related claims.
15. Researches and recommends policies in connection with applicable state and federal guidelines.
16. Implements and oversees Kronos Timekeeping System, in conjunction with payroll.

**Position Requirements:**

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

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

**Certifications:** SPHR certification required.

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

SECTION 2. This Resolution becomes effective immediately upon its adoption.

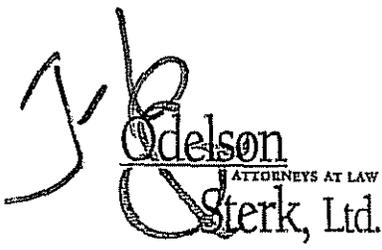
	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
TOTAL				

---

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

August 7, 2008

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

**Re: 32<sup>nd</sup> & Harlem Parking Improvement Agreement with Lea, Ltd.**

Dear Mr. Pavlik:

Please place the attached ordinance on the August 12, 2008 agenda for consideration by Council.

The Agreement contemplates the construction of thirteen parking stalls at 32<sup>nd</sup> & Harlem by Lea, Ltd (the "Developer"). The Developer shall one hundred percent of the costs of the construction. Further, the City shall maintain ownership of the Property.

In return for constructing said parking improvements, the City shall be required to pass, within thirty (30) days of execution of the Agreement, an ordinance establishing twenty-four (24) hour permitted parking, exclusive of street cleaning hours at the Parking Improvements. Additionally, the City shall issue yearly permits exclusively available to residents of multi-unit buildings bordering the Parking Improvements on an as-available basis. The initial permit fee will be set at \$300.00 per year. The City shall be required to maintain this Ordinance for a minimum of five (5) years.

Finally, the City will be responsible for maintenance of the Parking Improvements, such as: plowing, patching, and striping. However, these costs will be subsidized through the \$300.00 per year permit fees.

Thank you.

Very truly yours,

Matthew M. Welch

---

THE CITY OF BERWYN  
COOK COUNTY, ILLINOIS

---

ORDINANCE  
NUMBER \_\_\_\_\_

---

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A  
PARKING IMPROVEMENT AGREEMENT AT 32<sup>nd</sup> & HARLEM  
WITH LEA, LTD.

---

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 & Stark, Ltd. - City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

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

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A  
PARKING IMPROVEMENT AGREEMENT AT 32<sup>nd</sup> & HARLEM  
WITH LEA, LTD.

---

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*");

WHEREAS, the City owns the north and south parkway along 32<sup>nd</sup> Street, from Harlem Avenue to the west, running east along 32<sup>nd</sup> Street to the first alley intersecting 32<sup>nd</sup> Street in Berwyn, Illinois (the "*Property* ");

WHEREAS, Lea, Ltd. (the "*Developer* ") desires to provide additional parking at the Property;

WHEREAS, the City has determined that additional parking at the Property is necessary, desirable, and in the public interest;

WHEREAS, the City and the Developer (the "*Parties*") now wish to enter into an Agreement to allow Developer access to the Property to perform the necessary work to construct certain parking improvements upon the Property (the "*Parking Improvements* ");

and

WHEREAS, the City has determined that it is necessary, desirable, and in the public interest to enter into this Agreement to construct the Parking Improvements.

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

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

Section 2. That the Mayor is hereby authorized to execute the Parking Improvement Agreement attached hereto.

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity 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 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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				

APPROVED by the Mayor on \_\_\_\_\_, 2008.

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

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

**PARKING IMPROVEMENT AGREEMENT  
BETWEEN  
THE CITY OF BERWYN  
AND  
LEA, LTD.**

THIS PARKING IMPROVEMENT AGREEMENT dated as of August \_\_, 2008 (“Agreement”) by and between the CITY OF BERWYN, a home rule municipal corporation pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (“City”) and Lea, Ltd., an Illinois corporation (“Developer”), collectively known as the “Parties”.

**RECITALS**

WHEREAS, the City owns the north and south parkway along 32<sup>nd</sup> Street, from Harlem Avenue to the west, running east along 32<sup>nd</sup> Street to the first alley intersecting 32<sup>nd</sup> Street in Berwyn, Illinois as described in Exhibit A attached hereto (“Property”);

WHEREAS, the Developer desires to provide additional parking for its residents at its Proska Park Condominium Development at 3201-3203 S. Harlem Avenue and 7132-7142 W. 32<sup>nd</sup> Street;

WHEREAS, the City has determined that additional parking at the Property is necessary, desirable, and in the public interest;

WHEREAS, the Parties now wish to enter into this Agreement, which will allow Developer access to the Property to perform the necessary work to construct certain parking improvements upon the Property (“Parking Improvements”); and

WHEREAS, the City has determined that it is necessary, desirable, and in the public interest to enter into this Agreement to construct the Parking Improvements.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges and obligations herein set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending themselves to be legally bound hereby, the City and Developer hereby agree as follows:

**SECTION 1. FORM OF AGREEMENT**

1.1. Name. This Agreement shall be known as the “Parking Improvement Agreement between the City of Berwyn and Lea, Ltd.”.

1.2. Contents. This Agreement shall consist of the terms and conditions set forth in this Agreement and in the Exhibits attached hereto. The recitals stated above are an integral part of this

Agreement and are incorporated into this agreement by reference and made part of this Agreement.

In the event of any conflict between or among any of the terms and conditions set forth in this Agreement and those in the Exhibits that cannot be resolved so as to give full effect to both or all provisions, the terms and conditions of this Agreement shall control over any differing terms and conditions that may be found or contained in any of the Exhibits.

**SECTION 2. ENGAGEMENT: PROPERTY RIGHTS: CONSTRUCTION OF PARKING IMPROVEMENTS: USE RESTRICTIONS AND MAINTENANCE: STANDARD OF CARE: LIMITATIONS**

2.1. Engagement. Subject to the terms of this Agreement and the Berwyn City Code, the City hereby authorizes the Developer to perform the work as set forth in Section 2.3 of this Agreement and such other obligations as set forth in this Agreement (collectively, the "Obligations"), and Developer hereby undertakes and agrees to act as such Developer and to perform the Obligations.

2.2. Property Rights. The ownership of all existing real estate, fixtures and appurtenances, and other property constituting the Property shall remain with the City. Property rights with respect to the matters set forth herein shall not accrue to the Developer as a result of this Agreement or Developer's performance of the Obligations required hereunder. Any data furnished by the City to Developer and any data or materials used in the performance of this Agreement shall at all times be the property of the City, and when no longer needed for the performance of this Agreement, shall be promptly returned to the City.

2.3. Construction of the Parking Improvements.

2.3.1. Developer shall design and construct the Parking Improvements in accordance with the plans and specifications therefor prepared by City as set forth in Exhibit B ("Plan"). This includes, but is not limited to, all required excavation, trenching, grading, backfilling and compaction of excavations, paving, construction of ADA sidewalk ramps, striping, repair of pavements, curbs, walkways and landscaped areas, removal of all construction debris, and all appurtenant and accessory work, all in accordance with this Agreement ("Work"). Developer acknowledges that the Plan is intended to provide general guidance and is neither a complete description nor a limitation on the Work to be performed. Developer shall perform all Work required in this Agreement or reasonably inferable as necessary to produce the results specified herein.

2.3.2. Developer shall pay all costs of the Work without payment or contribution from City and shall keep the Property and the City free from any liens or claims for lien arising from the design and/or construction of the Parking Improvements. The Developer shall be responsible for any loss or damage to City property at full replacement cost. The Developer is responsible for

all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Developer.

2.3.3. Developer shall comply with the provisions of the Berwyn City Code, the Illinois Compiled Statutes and any applicable federal statute or regulation, as the same may be amended from time to time, regarding the payment of applicable prevailing wages.

2.3.4. In conjunction with Developer's application for building permits from the City, Developer shall submit a detailed budget of the estimated cost of constructing the Parking Improvements according to the Plan ("Parking Improvement Budget"). The Parking Improvement Budget shall be subject to City approval, which shall not be unreasonably denied.

2.3.5. Prior to the issuance of any building permits by the City, Developer shall furnish to the City a performance bond in the amount of seventy-five (75) percent of the total estimated cost identified in the Parking Improvement Budget. The performance bond shall have a term of one year.

- (i) The performance bond shall include language stating that upon notification by the City that the Developer has been found in violation of its obligations by failing to perform the Work for which the performance bond guarantees performance, the Surety shall within sixty (60) days of receiving such notice, either perform such Work in accordance with the Agreement, or place the bond amount guaranteed for the Parking Improvements into a standby trust as directed by the City.

2.4. Standard of Care. Developer warrants: i) the Obligations hereunder will be performed according to the highest industry standards; ii) the Parking Improvements will be designed in accordance with a standard of care and quality provided by design professionals having experience on projects similar in size, shape, and location of the Parking Improvements; and iii) the Parking Improvements shall be constructed of good and workmanlike quality and free of defects.

#### 2.5. Parking Improvement Use Restrictions and Maintenance.

2.5.1. Parking Improvement Use Restrictions. The City agrees to introduce, within thirty (30) days of execution of this Agreement, an ordinance establishing twenty-four (24) hour permitted parking, exclusive of street cleaning hours, upon the Parking Improvements ("Ordinance"). Permits shall be issued yearly and exclusively available to residents of multi-unit buildings bordering the Parking Improvements on an as-available basis, and will be limited to a one per household basis. The initial permit fee will be set at \$300.00 per year. In addition to other requirements the City deems reasonably necessary, permit applicants will have to present proof of residence and must not have outstanding parking tickets. To the extent not prohibited by law, the City shall not materially amend or repeal the Ordinance for five (5) years after the Ordinance's passage.

- (i) In the event that City Council fails to approve the Ordinance, this Agreement shall be null and void. The City shall not be liable for any costs, expenses or damages incurred by Developer in reliance upon the consideration of the Ordinance by the City Council.

2.5.2. Parking Improvement Maintenance. Upon approval of the Parking Improvements as set forth in Section 3.1, the City shall assume full responsibility of maintenance associated with the Parking Improvements, including: plowing, patching, and striping. City shall pay all costs of the maintenance without payment or contribution from Developer.

2.6. Limitations and Negative Covenants.

2.6.1. In performing its obligations hereunder, Developer's rights and authority shall be limited by, and Developer shall fully comply and shall not take any action (or fail to take any actions) inconsistent or in conflict with this Agreement and the Berwyn City Code.

2.6.2. Developer shall not exceed the scope of authority specifically granted to it pursuant to this Agreement.

2.6.3. Developer shall not permit any mechanic's or materialmen's or any other lien to become attached to the Property or any improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished at Developer's request for the Parking Improvements.

SECTION 3. COMPLETION OF THE PARKING IMPROVEMENTS

3.1. Completion Date. The Developer shall complete all of the required Work necessary for the Parking Improvements, as set forth in Section 2.3, on or before thirty (30) days after the issuance of all required building permits by the City ("Completion Date"). The Parking Improvements shall be completed as of the date the Work is approved by the City, which approval shall not be unreasonably denied.

3.2. Liquidated Damages for Exceeding Specified Completion Date. Failure of Developer to complete the Parking Improvements by the Completion Date shall result in the incurrence by the City of additional costs including but not limited to supervision and inspection, together with other tangible and intangible losses. Therefore, if any Work remains uncompleted after the Completion Date, the Developer must pay to the City the sum listed below for each and every calendar day that such Work remains uncompleted and such monies shall be paid as liquidated damages, not a penalty, to partially cover cost and losses by the City.

3.2.1. Failure to complete the Work under this Agreement by the Completion Date: \$500.00 per Calendar Day.

3.2.2. If the Developer has not completed the Work thirty (30) days after the Completion Date, the City may send notice to the Surety pursuant to Section 2.3.5(i) to access the performance bond to complete the Work under this Agreement.

SECTION 4. REPRESENTATIONS AND WARRANTIES

4.1. Representations and Warranties of Developer. Developer hereby represents, warrants and covenants as follows:

4.1.1. Organization, Ownership and Affiliates. Developer is a duly formed Illinois corporation in good standing in the State of Illinois and qualified to transact business in the State of Illinois.

4.1.2. Authorization. The execution and delivery of this Agreement has been duly authorized by all proper actions and proceedings, and this Agreement constitutes the legal, valid and binding obligation of Developer.

4.1.3. Conflicts. Neither the execution, delivery, nor performance of this Agreement will violate or conflict with any law, rule, regulation, order or judgment of any governmental authority having jurisdiction over Developer or with any organizational documents, indenture, instrument, or agreement which Developer is bound.

4.1.4. Litigation. There is no litigation or proceeding pending or, to the best of the knowledge of Developer, threatened against or affecting Developer or any circumstance existing that would in any manner materially adversely affect the ability of Developer to perform its obligations under this Agreement.

4.1.5. Construction of Parking Improvements. In performing the Work required by the Plans, Developer and any party employed or performing any of such Work shall comply in all material respects with the terms and conditions of the Agreement. The Parking Improvements shall be:

- (i) designed and constructed in accordance with all applicable federal, state, and local laws, codes, rules, regulations, and ordinances.
- (ii) designed and constructed in conformance with the Plans;
- (iii) designed and constructed in a good and workmanlike quality and free of defects.

4.2. Representations and Warranties of City. The City hereby represents and warrants as follows:

4.2.1. Organization, Ownership and Affiliates. The City is a duly organized municipal corporation in good standing in the State of Illinois and qualified to transact business in the State of Illinois.

4.2.2. Authorization. The execution and delivery of this Agreement has been duly authorized by all proper actions and proceedings, and this Agreement constitutes the legal, valid and binding obligation of the City.

4.3. Survivability. Each of the representations, warranties and covenants made by the Parties hereto shall be deemed continuing in nature and shall survive the execution, delivery and expiration or termination of this Agreement.

4.3. Limitations on Representations or Warranties from the City. CITY MAKES NO WARRANTY THAT THE PROPERTY SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE CITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. DEVELOPER SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS FURNISHING SUCH PROPERTY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, AND THAT DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY AS TO ANY MATTER CONCERNING THE SAME.

## SECTION 5. INSURANCE REQUIREMENTS

5.1. Requirements. The Developer must provide and maintain as Developer's own expense, until the Completion Date, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000.00 each accident, illness or disease.

5.1.2. Commercial General Liability (Primary & Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises/operations, products/completed operations with extension of two (2) years, contractual liability (with no limitation endorsement), explosion/collapse/underground (XCU) hazards. **The City is to be named as an additional insured on a primary, non-contributory basis.**

5.1.3. Automobile Liability (Primary & Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer must provide Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. **The City is to be named as an additional insured on a**

**primary, non-contributory basis.**

5.1.4. Builders Risk. When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide All Risk Builders Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Parking Improvement project. Coverages must include but are not limited to: material stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, landscaping, and faulty workmanship or materials. **The City is to be named as an additional insured on a primary, non-contributory basis.**

5.2. Subcontractors and Independent Contractors. Developer shall require all subcontractors and independent contractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance as set forth in Section 5.3.

5.3. Submission of Proof of Insurance. The Developer must furnish to the City original Certificates of Insurance evidencing the required coverages. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a default, and the city retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

5.4. No Contributions. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall not contribute to the insurance provided by the Developer under the Agreement.

5.5. Notice. The insurance policy must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

5.6. Rating. Insurance is to be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII covering all operations under this Agreement.

5.7. Deductibles. Any deductibles on referenced coverages must be borne by Developer.

5.8. Waiver of Subrogation. The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.9. No Offset. Developer expressly understands and agrees that any insurance coverages and limits furnished by Developer shall in no way limit Developer's liabilities and responsibilities specified within this Agreement or by law or be used to offset against Developer's indemnification obligations hereunder.

SECTION 6. DEFAULT AND RIGHT TO CURE

6.1. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waving any other rights granted to it at law or in equity, each party shall have the right to terminate this Agreement on written notice, if the other party fails to perform any covenant or commits a material breach of this Agreement, excluding the covenants or breaches subject to the liquidated damages provision in Section 3.2.

SECTION 7. INDEMNIFICATION

7.1. General. Developer must defend, indemnify, keep and hold harmless the City, its elected officials, officers, representatives, agents, and employees from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, which in any way arise out of or relate to any negligent or wrongful act, error or omission of Developer ( or those of its officers, agents, employees, consultants, subcontractors or licensees) or Developer's breach of this Agreement, including those related to:

7.1.1. Injury, death or damage of or to any person or property;

7.1.2. Any infringement or violation of any property right;

7.1.3. Developer's failure to perform or cause to be performed Developer's covenants and obligations as and when required under this Agreement; and

7.1.4. Injuries to or death of any employee or subcontractor of Developer under any workers compensation statute.

7.2. Waiver. To the extent permissible by law, the Developer waives any limits to the amount of its obligation to indemnify, defend or contribute to any sums due under any claim or loss, including any claim by any employee of Developer that may be subject to the Workers Compensation act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision. The City, however, does not waive any limitation it may have on its liability under the Illinois Workers Compensation Act, the Illinois Tort Immunity Act, the Illinois Pension Code, and any other statute or judicial decision.

7.3. Survival. The indemnities in this Section 7 shall survive termination or expiration of this Agreement for matters occurring or arising prior to such termination or expiration.

7.4. Additional Obligations. Developer acknowledges that the requirements set forth in this Section 7 to indemnify, keep and hold harmless and defend the City are separate and apart from and not limited by the Developer's duties under this Agreement, including the insurance requirements.

## SECTION 8. MISCELLANEOUS PROVISIONS

8.1. Amendments: Waivers. No amendment, modification, termination, discharge or waiver of any provision of this Agreement shall be effective unless the same shall in writing and signed by each of the Parties hereto, and then such waiver or consent shall be effective only for the specific purpose for which given. The undertaking of any actions or waiver of any rights shall not be deemed an amendment to this Agreement nor a consent to such action or to any future action or failure to act, unless the party required to so consent or act expressly agrees in writing. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or deemed on, any party in any case shall, of itself, entitle such party to any further notice of demand in similar or other circumstances.

8.2. Choice of Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regards to the choice of law provisions of the State of Illinois.

8.3. Attorneys Fees. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys fees and costs in such proceeding or any appeal therefrom.

8.4. Cumulative Rights and Remedies. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

8.5. Drafting. The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto stipulate and agree that the rules of construction to the effect that any ambiguities are to be or may resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

8.6. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied or by operation of law, between them or other than as herein set forth or as specifically referred to herein.

8.7. Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define,

limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this agreement or the scope or intent thereof, nor in any way affect this Agreement.

8.8. Jurisdiction, Venue and Forum. If there is a lawsuit under this Agreement, the Parties agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District. The Parties hereby waive any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

8.9. Jury Trial. Each party irrevocably waives any right to trial by jury in any judicial action or proceeding regarding this Agreement (i) to enforce or defend any rights under or in connection with this Agreement, or (ii) arising from any dispute or controversy in connection with or related to this Agreement.

8.8. No Agency or Partnership Relationship. Nothing in this agreement is intended nor shall be deemed to create an agency, relationship, or partnership, or joint venture between the City on the one hand, and the Developer on the other hand.

8.9. Notices: Communications. Notices and communications (“notices”) required or permitted to be given in connection with this Agreement shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private express courier service such as Federal Express). Notices may also be given by fax, provided that (i) confirmation of completed transmission is obtained, and (ii) concurrent notice is given by one of the methods described in the preceding sentence, with deposit in the mail or delivery to the courier to be made no later than the next business day following the fax transmission. The parties’ addresses for notices are:

If to City:  
Michael A. O’Connor  
Mayor  
City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, Illinois 60402

Copy to:  
Odelson & Sterk, Ltd.  
c/o Matthew Welch  
3318 W. 95<sup>th</sup> St.  
Evergreen Park, Illinois 60805

If to Buyer:  
Leo Satas  
Lea, Ltd.  
5727 W. Cermak Road  
Cicero, Illinois 60804

Copy to:  
Katie Newsham  
Attorney  
348 Lathrop Avenue  
River Forest, IL 60305

The person and the place to which notices are to be mailed or delivered may be changed by either party by written notice to the other party given in accordance with the provisions of this Section.

Notices sent in accordance with this Section shall be effective upon receipt or on the date of refusal to accept delivery of such notice.

8.10. Service of Process. Each party hereby waives personal service of any and all process consents that all such service of process may be made by certified mail, return receipt requested, directed to such party as set forth herein in the manner provided by applicable statute, law, rule of court or otherwise.

8.11. Severability. In the event that any provision of this Agreement or the application thereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement and the application thereof shall not be affected thereby.

8.12. Third Party Beneficiaries. Except for the indemnity provisions inuring to the benefit of the parties set forth therein, this Agreement, whether express or implied, is not intended to confer upon any person or entity any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto.

8.13. Recordings. Neither Party may make any filing nor recordation of this Agreement to protect their rights and interests hereunder.

8.14. Force Majeure. Except as otherwise provided herein, neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by (a) fire, flood, act of god, terrorist act, or civil commotion adversely affecting the reasonable construction of the Parking Improvements; provided, however, that any such occurrence or the adverse effects of such occurrence are not reasonably foreseeable and are beyond the reasonable control of the affected party; provided further that each party shall take reasonable actions to mitigate any unforeseen events.

8.15. Successors and Assigns. Subject to the provisions set forth herein, this Agreement shall bind and inure to the benefit of the Developer and the City. Neither the Developer nor the City shall assign, sublet, transfer or otherwise convey all or any portion of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

8.16. Ownership. The City will maintain all ownership interests in the Property and Parking Improvements. Developer shall have no ownership rights or interest in the Property or Parking Improvements nor represent or hold itself as having such rights or interest.

8.17. Timeliness of Performance. The Developer and the City shall satisfy their respective obligations in compliance with any specific time limits required by this Agreement. The Developer and the City acknowledge that TIME IS OF THE ESSENCE.

8.18. Non-Liability of Public Officials. Developer shall not charge any official, employee or agent of the City personally with any liability or expense of defense or hold any official, employee, or agent of such other party personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or breach of this Agreement. The limitation on liability survives expiration or termination of this Agreement for matters occurring or arising during this Agreement.

IN WITNESSETH WHEREOF, the Parties hereto have executed and delivered this Parking Improvement Agreement as the date first above written.

CITY OF BERWYN

LEA, LTD.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

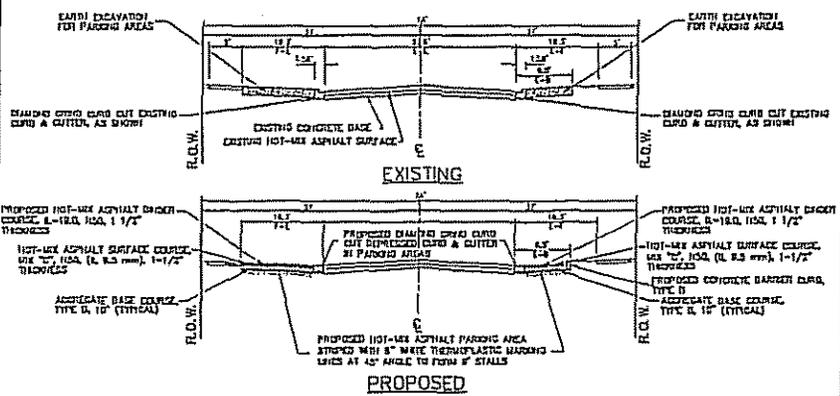
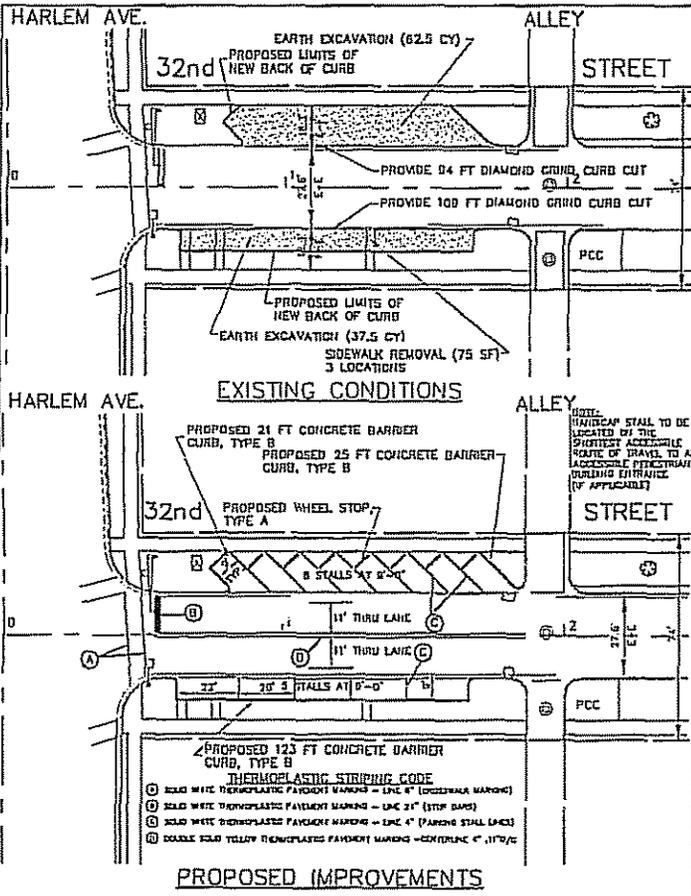
Property

The property is legally described as follows:

**EXHIBIT B**

Plans

The location of the Parking Improvements within the Property, as well as a further description of the Parking Improvements, is more particularly described and depicted as follows:

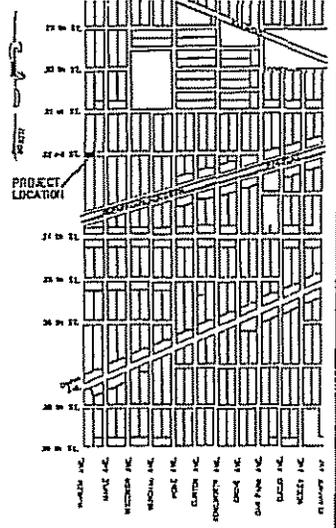


**HOT-MIX ASPHALT MIXTURE REQUIREMENTS**

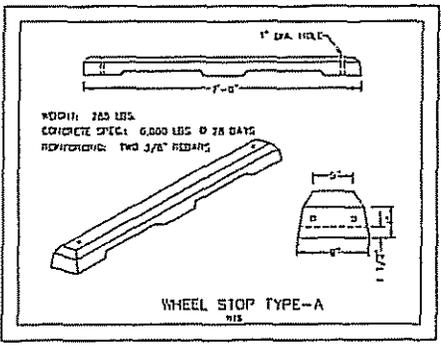
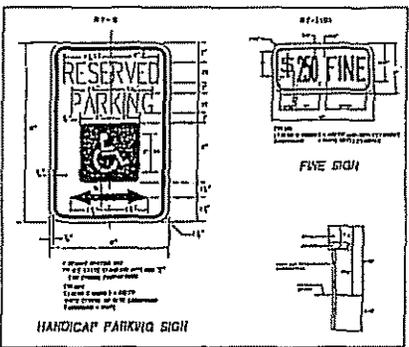
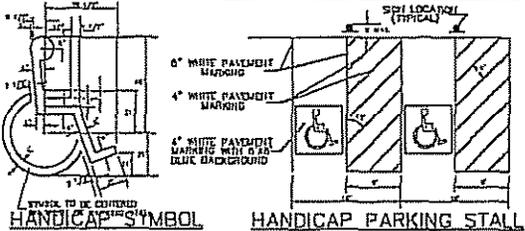
ITEM	AC TYPE	MINIMUM DRAINAGE
HOT-MIX ASPHALT SURFACE COURSE, 100 TO 150, (L 8.5 mm), 1-1/2" THICKNESS	AC 712	1/2" MIN
BASE COURSE, 100 TO 150, (L 8.5 mm), 1-1/2" THICKNESS	AC 712	1/2" MIN
AGGREGATE BASE COURSE, TYPE II, 10" (TYPICAL)	AC 712	1/2" MIN

USE UNIT WEIGHT TO CALCULATE ALL HOT-MIX ASPHALT SURFACE MIXTURE QUANTITIES TO THE LBS/100 SQ. YD.  
\*MAXIMUM EXCEEDS DATA: HOT-MIX ASPHALT SURFACE IN 1/2" DIA. STALL OR 10' DIA.

**CITY OF BERWYN, ILLINOIS**



**LOCATION MAP**  
NOT TO SCALE



**Frank Novotny & Associates, Inc.**  
633 Alden Dr. • Niles, IL • 815.277.7400 • Fax: (815) 657-0122  
Illinois Professional Design Firm No. 081-112523

**CITY OF BERWYN, ILLINOIS**  
**32nd STREET OFFSTREET PARKING**

**REVISIONS**

NO.	BY	DATE	DESCRIPTION
1.	JEF	1-1-2000	PRELIM

**COVER SHEET:**  
EXISTING AND PROPOSED PLAN  
TYPICAL CROSS SECTION  
DETAILS

PROJECT NO.	SCALE	SHEET
09185	1"=20'	1 OF 1 SHEETS
DATE: JUNE, 2000		
DESIGNED/APPROVED: JEF/JEF		
DRAWN/PROJECTED: JEF/JEF		



*We Serve and Protect*

5-7

# BERWYN POLICE DEPARTMENT



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

Mayor Michael O'Connor  
Members of the City Council

August 7, 2008

**RE: Hiring to fill vacancies created by resignations.**

Dear Mayor and Members of the City Council;

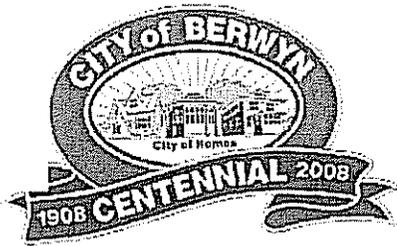
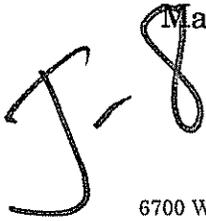
One veteran of the Berwyn Police Department will be resigning effective August 24, 2008 to accept other employment. In order to help offset the loss of manpower created not only by this resignation, but by the number of officers currently off for medical related matters, I am respectfully requesting to hire one (1) candidate from the Lateral Hire List, August 1<sup>st</sup> 2008. By hiring from the lateral list as opposed to the Commissioner's Eligibility list, the time span between hiring and independent patrol on the streets of Berwyn is shortened to 30 days from 9 months.

Respectfully Submitted;

William R. Kushner  
Chief of Police

Michael A. O'Connor

Mayor



Patrick Ryan  
Public Works Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

July 25, 2008

To: Public Works Committee

From: Patrick Ryan, Public Works Director  
Kevin White, Streets Supervisor  
Nicole Campbell, Traffic Engineer

Re: Proposed Changes to the Emergency Snow Route Policy

**Current Snow Route Procedures**

The current emergency snow route policy does not go into effect until six inches of snowfall is reached. Public notification of this is by the sounding of a siren only during the hours of 8:00 a.m. and 10:00 p.m. This siren is to warn that parking is prohibited on all snow routes, until the curb to curb removal of all snow has been completed. Streets not considered snow routes are Maple Avenue, Wisconsin to Grove Avenues, Euclid to Clarence Avenues, Scoville to Elmwood Avenues, Cuyler to Lombard Avenues, 26<sup>th</sup> Place and Parkway, Sinclair, Fairfield and Park Avenues, 30<sup>th</sup>, 29<sup>th</sup>, 28<sup>th</sup> and 27<sup>th</sup> Places, 33<sup>rd</sup> Street, 30<sup>th</sup> Street, and sections of 35<sup>th</sup>, 34<sup>th</sup>, 29<sup>th</sup>, 28<sup>th</sup> and 27<sup>th</sup> Streets. Parking on these streets is prohibited from 9:00 a.m. to 4:00 p.m. on an odd/even format. Vehicles found parked in the restricted areas are to be ticketed \$50 and towed from the area. Current tow charge is \$125 with a \$25 per day storage fee.

In the year 2000 the siren was last sounded for a snow emergency. Vehicles parked on designated snow routes had begun to be towed from these restricted areas to facilitate exclusive snow removal. The removal of vehicles was abruptly stopped due to reports of disgruntled motorists and lack of storage areas.

**Effect of Current Emergency Snow Route Policy**

The current policy makes it difficult for the City to quickly address snow and ice conditions below six inches. Cars remain parked on both sides of the street hampering plowing efforts, increasing the likelihood of accidents and the completion time for storm cleanup.

The City of Berwyn utilizes the following priority list for storm and ice control:

1. Major Snow Routes
2. Train Stations
3. North/South Streets
4. East/West Streets
5. Commercial Zones and Parking Areas
6. Service Alleys
7. School Crossings

8. Bus Shelters
9. Snow Removal in Commercial Zones and Parking Areas
10. Alleys/Handicap Spaces

Under the current system, yearly street sweeping parking restrictions are enforced meaning streets are not completely cleared for at least one week following a normal storm event.

### **Recommended Changes**

The following recommendations would improve snow and ice removal procedures and ease the confusion of this process:

### **Designated Major Routes as Snow Routes**

North-South streets designated as Emergency Snow Routes would be Harlem, Home, Oak Park, East and Ridgeland Avenues. East-West streets designated as Emergency Snow Routes would be Roosevelt Road, 16th Street, Cermak Road, Riverside Drive, 26th and 31st Streets, Stanley and Windsor Avenues, 34th Street, Ogden Avenue and Pershing Road. Parking on these streets would be prohibited on both sides of the street for a 48 hour period for snow removal. Streets not listed above will prohibit parking for a 24 hour period following the odd/even format. Clearing the major passages in and out of the City will allow for residents to get to and from work, emergency vehicles to efficiently traverse the City, and not hinder the flow of public transportation. Vehicles parked on major routes would then be able to relocate to minor routes prior to the onset of a storm.

### **2 Inch Snowfall Level Policy**

Reduction of the snowfall level policy from six inches to two inches would allow for more and quicker storm cleanup, limit stockpiling of snow on the streets and reduce the frequency of thawing and freezing snow on the street. Motorist inconvenience and possibility of additional fines may result. Benefits would be ease of travel and improved on-street winter parking conditions after snow and ice is removed.

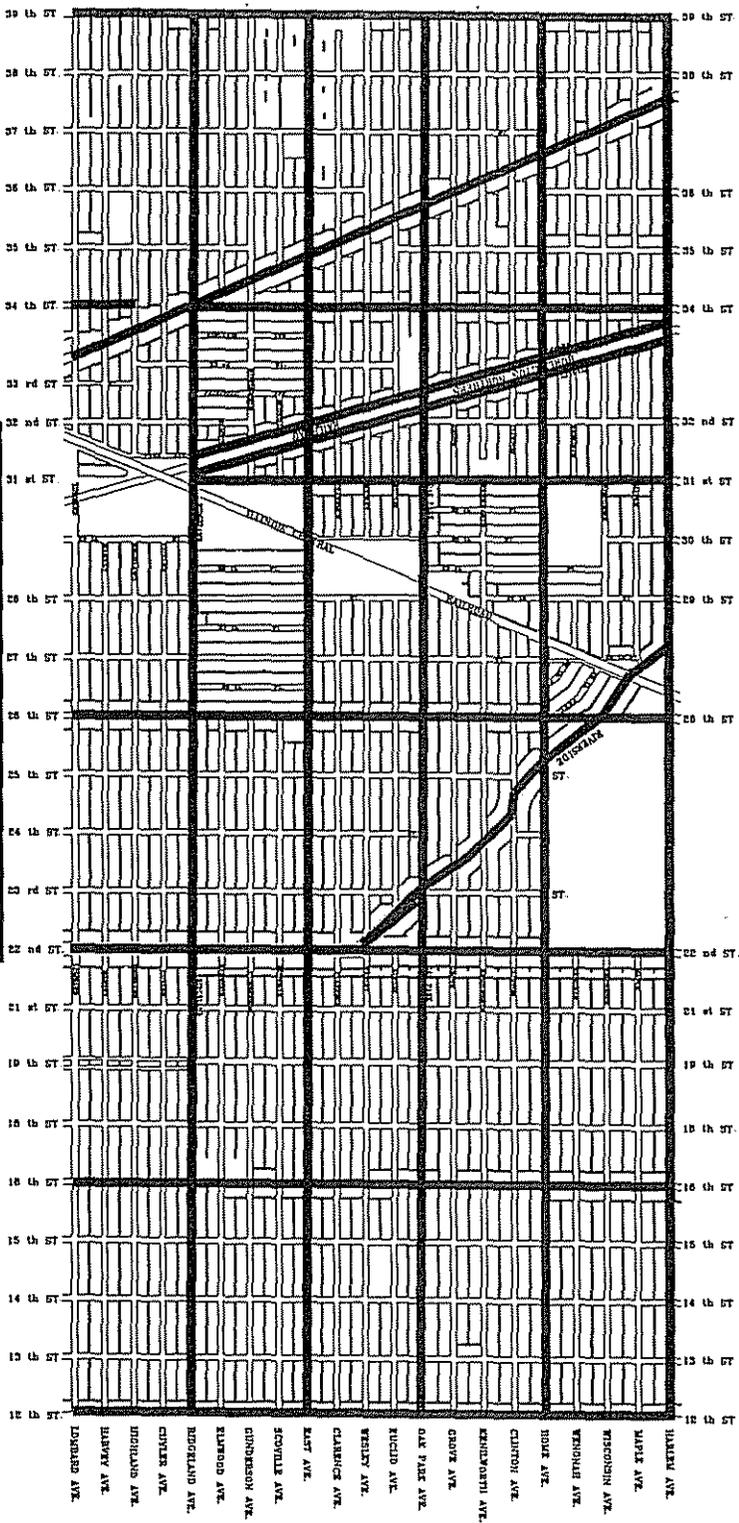
### **Increased Public Education**

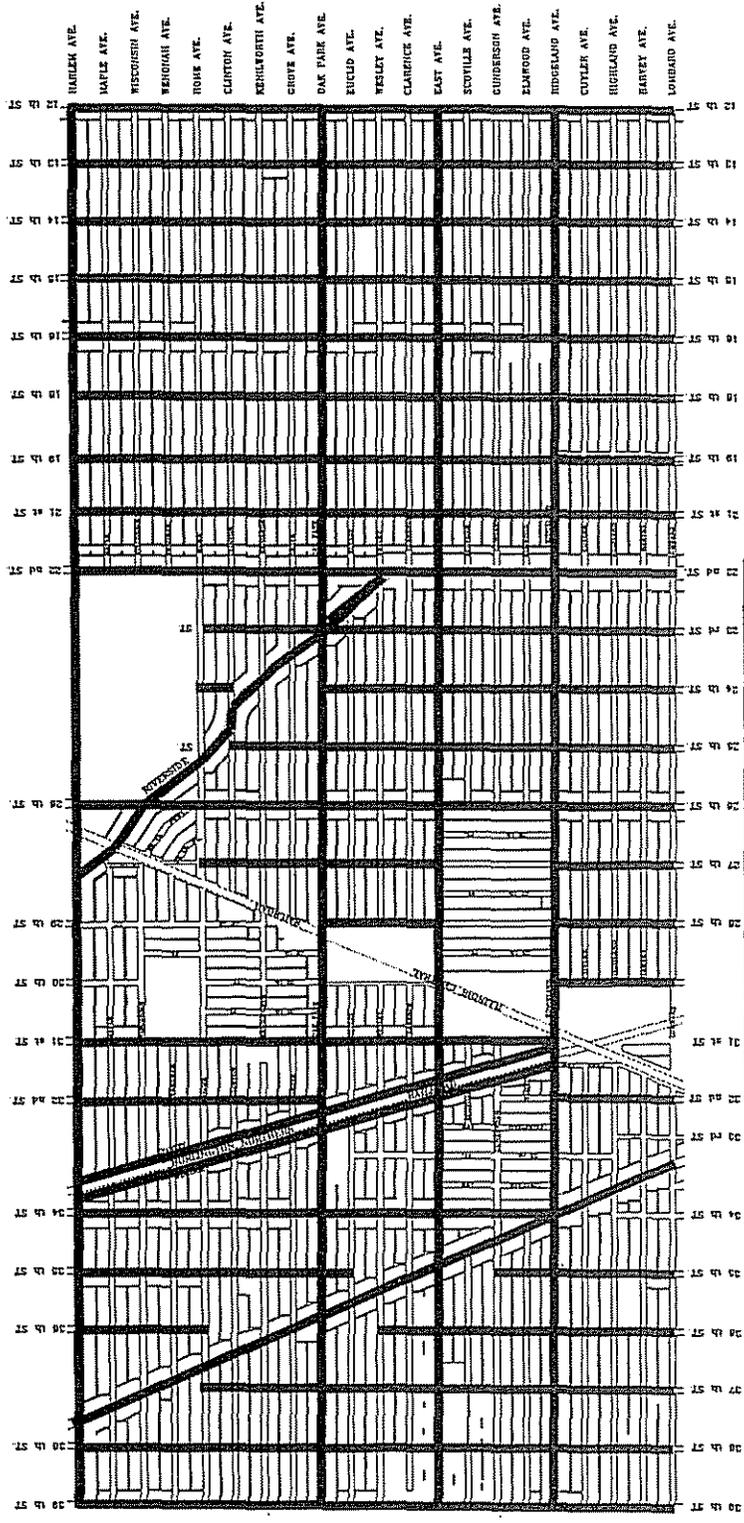
Policy changes would require additional public information steps to be taken. Estimated cost of a mass mailing to City residents is estimated at \$10,000. The cost for an internet based reverse 911 system would cost \$50,000 to \$60,000. Signage would need to be replaced. The estimated cost for the replacement of all snow route signage would be \$143,000. This price does not include the \$100,000 for removal and installation costs of the estimated 3000 signs. Such work would have to be performed by an outside contractor as time and manpower is insufficient to complete the work in-house.

### **Conclusion**

The recommendations above would assist in snow and ice removal procedures and help means of transportation throughout of the City. These recommendations are feasible with a full Public Works workforce. These recommendations would also result in changes to departmental policies, ordinances, and staging areas, as well as costly changes to signage and public information procedures.

# Proposed Snow Routes





Current Show Routes



THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

August 7, 2008

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Request to Seek Bids for Holiday Decorations

Staff is requesting approval to distribute an RFP for the Holiday Decorations Program. The attached revised RFP encompasses all comment received to date.

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

**Recommended Actions:**

Staff recommends the City Council allow the publishing of a Request For Bids for the Holiday Decorations Program during the August 12, 2008 City Council meeting.

**SECTION I REQUEST FOR PROPOSAL**

**HOLIDAY LIGHT DECORATIONS FOR THE CITY OF BERWYN**

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

**HOLIDAY LIGHT DECORATIONS**

RFP packets are available at City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402.

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

**PROPOSALS ARE DUE NO LATER THAN:** 12:00 p.m., on September 5, 2008  
Proposers shall submit four (4) copies of their proposal.

Comment [S1]: 2008 date  
Deleted: 7  
Deleted: 7.

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

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than September 2, 2008 by e-mailing or calling the following City Representative:

Comment [S2]: 2008 date  
Deleted: 4  
Deleted: 7

Patrick Ryan  
Public Works Director  
[Prvan@ci.berwyn.il.us](mailto:Prvan@ci.berwyn.il.us)  
(708) 749-4700

**INDEX:**

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

**SECTION II SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL**

**A. SCOPE:**

The City of Berwyn is soliciting proposals from qualified professional firms to provide Holiday Outdoor Light Decorations for a 3-year period beginning November 20, 2008 and ending January of 2011. The successful vendor will provide the light decorations and mounting hardware needed to decorate street light poles as described in Attachment A.

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

**B. PROPOSAL REQUIREMENTS:**

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the bidder must e-mail or call the Director of Public Works no later than ~~September 2, 2008~~
2. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a vendor implies the vendor's acceptance of the terms and conditions herein, unless otherwise stated.
3. The proposer is responsible for all costs related to the preparation of this proposal.
4. Any cost associated with the delivery and installation of the Holiday Light Decorations not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
5. The format of the vendor's proposal must be consistent with the format of the specifications listed.
6. Proposed pricing and/of percentage discount shall be firm from the beginning date of the signed purchase order.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. The City is in no way restricted from ordering Holiday Light Decorations from other vendors as needed:

Comment [S3]: 2008 date  
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- a. This proposal must be summarized in letter form on the vendor's letterhead stationary. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to tour terms must be noted in the letter.
- b. A complete description and specifications of the decoration unit(s) including mounting hardware and length of connecting cord.
- c. At least (3) references from companies or agencies that have purchased the proposed decorations from your company. The company's name and address, a contact name, title and phone number, must be included with the reference information (Section IV).
- d. A completed and signed Company Information & Signature Sheet (Section V); delivery information must also be completed in this section.

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

**C. GENERAL REQUIREMENTS:**

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

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

3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced in Section II, A Scope.
4. Failure of the vendor to provide commodities within the time specified, unless extended in writing by the City, or failure to replace rejected commodities when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered.

On all such purchases, the vendor shall reimburse the City, within reasonable time specified by the city for any expense incurred is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City.

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

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

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

D. **CONTRACT AWARD:**

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

E. **EVALUATION PROCESS:**

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

**SPECIFIC CONDITIONS AND INSTRUCTIONS:**

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

**SECTION III**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

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

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

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

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

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

**A. CONDITIONS FOR PROPOSING**

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

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

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

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

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

B. **INSURANCE**

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

a. **Certificate of Insurance: Cancellation of Modification**

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

b. **Minimum Coverage**

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

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

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

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

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

**WHEN ADDITIONALLY REQUIRED:**

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

**c. Hold Harmless: Endorsement Required**

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

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

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

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

d. Additional Insurance Requirements

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

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

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.
  
2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacture's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings performance and test date, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any charges in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate in upon the proposer.  
  
The City's decision to approve or disapprove of a proposed alternate shall be final.
  
3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
  
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within addendum. Interpretation, corrections or changes of the proposal documents made in any

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

D. **SECTION OF FIRM**

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

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

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

4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$200 00, Two hundred dollars).
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the city.  
Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. **GENERAL CONTRACT PROVISIONS**

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

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

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

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

Proposer further agrees to:

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

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

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

F. **PAYMENT PROVISIONS**

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

City of Berwyn  
Department of Public Works  
6700 W. 30<sup>th</sup> Street  
Berwyn IL 60402

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

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

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

**SECTION IV REFERENCES**

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

1.    Company Name: \_\_\_\_\_  
      Company Address: \_\_\_\_\_  
      Company Contact: \_\_\_\_\_  
      Title of Contact: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_

2.    Company Name: \_\_\_\_\_  
      Company Address: \_\_\_\_\_  
      Company Contact: \_\_\_\_\_  
      Title of Contact: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_

3.    Company Name: \_\_\_\_\_  
      Company Address: \_\_\_\_\_  
      Company Contact: \_\_\_\_\_  
      Title of Contact: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_

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

**SECTION V COMPANY INFORMATION & SIGNATURE SHEET**

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

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

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

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

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

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

**Addenda Form:**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____



ATTACHMENT A

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

The decorations are to be installed by November 20<sup>th</sup> and removed by January 15<sup>th</sup>. The contract will cover a one year period 2008-2009.

**AREA I      ROOSEVELT ROAD**

Harlem Avenue to Lombard Avenue  
South Side of Roosevelt Road  
West side of Lombard Avenue  
East side of Harlem

(29) Commercial poles to be decorated with 48" O.D. lit double faced wreaths decorated unlit roping.

**AREA II      CERMAK ROAD**

Harlem Avenue to Lombard Avenue  
Both sides of Cermak Road  
East side of Harlem Avenue  
West side of Lombard Avenue

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

(60) Ornamental poles on Cermak Road, Lombard Avenue to Home Avenue to be decorated with 36" O.D. lit double faced wreaths decorated with unlit roping.

**AREA III      OGDEN AVENUE**

Harlem Avenue to Lombard Avenue  
Both sides of Ogden Avenue  
West side of Lombard Avenue  
East side of Harlem Avenue

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

**AREA IV DEPOT DISTRICT**

- Windsor Avenue – Harlem Avenue to Ridgeland Avenue  
(East side of Harlem Avenue)
- Stanley Avenue – Harlem Avenue to Ridgeland Avenue  
(East side of Harlem Avenue)
- Oak Park Avenue – 32<sup>nd</sup> Street to 34<sup>th</sup> Street  
(both sides of Oak Park Avenue)
- Grove Avenue – 32<sup>nd</sup> Street to 34<sup>th</sup> Street  
(both sides of Grove Avenue)

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

- (147) Commercial poles decorated with natural balsam wreaths with red bows and roping: lit where possible.
- (53) Platform decorative poles to be decorated with red bows and roping: lit where possible.
- (5) Pine trees at the Oak Park Avenue Train Station platform decorated with white lights.

**AREA V CITY HALL**

- Large evergreen (existing) decorated with colored lights
- Small lights on small bushes around building

Comment [e4]: See Comment [e6]

**OPTION 1.**

AREA III OGDEN AVENUE increase number of poles from 72 to 111  
**ATTACHMENT A**

Comment [S5]: ???

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

The decorations are to be installed by November 20<sup>th</sup> and removed by January 15<sup>th</sup>

**AREA I ROOSEVELT ROAD**

- Harlem Avenue to Lombard Avenue
- South Side of Roosevelt Road
- West side of Lombard Avenue
- East side of Harlem

(58) Commercial poles to be decorated with a 48" O.D. lit double faced wreaths decorated with an overlay of red wrap and unlit roping.

**AREA II CERMAK ROAD**

- Harlem Avenue to Lombard Avenue
- Both sides of Cermak Road
- East side of Harlem Avenue
- West side of Lombard Avenue

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

(123) ornamental poles on Cermak Road. Lombard Avenue to Home Avenue to be decorated with a36" O.D. lit double faced wreaths decorated with an overlay of red wrap and unlit roping.

**AREA III OGDEN AVENUE**

- Harlem Avenue to Lombard Avenue
- Both sides of Ogden Avenue
- West side of Lombard Avenue
- East side of Harlem Avenue

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

**AREA IV DEPOT DISTRICT**

- Windsor Avenue – Harlem Avenue to Ridgeland Avenue  
(East side of Harlem Avenue)
- Stanley Avenue – Harlem Avenue to Ridgeland Avenue  
(East side of Harlem Avenue)
- Oak Park Avenue – 32<sup>nd</sup> Street to 34<sup>th</sup> Street  
(both sides of Oak Park Avenue)
- Grove Avenue – 32<sup>nd</sup> Street to 34<sup>th</sup> Street  
(both sides of Grove Avenue)

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

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

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

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

**AREA V CITY HALL**

- Large evergreen (existing) decorated with colored lights
- Small lights on small bushes around building.

Deleted: 1  
2  
3  
4  
5

ATTACHMENT A

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

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

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

(58) Commercial poles to be decorated (2) 48" O.D. lit single faced wreaths decorated with an overlay of red wrap and unlit roping.

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

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

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

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

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

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**AREA IV DEPOT DISTRICT**  
Windsor Avenue – Harlem Avenue to Ridgeland Avenue (East side of Harlem Avenue)

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

Oak Park Avenue – 32<sup>nd</sup> Street to 34<sup>th</sup> Street (both sides of Oak Park Avenue)

Grove Avenue – 32<sup>nd</sup> Street to 34<sup>th</sup> Street (both sides of Grove Avenue)

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

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

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

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

**AREA V      CITY HALL**

Large evergreen (existing) decorated with colored lights

Small lights on small bushes around building

**OPTION 1.**

**AREA III**

**OGDEN AVENUE** increase number of poles from 72 to 173 .

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J-10  
Michael A. O'Connor  
Mayor



John Wysocki  
Finance Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> 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: August 8, 2008  
Re: Impact of Departmental Budget Cuts for 2008

The attached spreadsheet summarizes the results of the meetings held with City department heads in an effort to identify cost savings to make up for the projected shortfall in budgeted revenue for 2008. The spreadsheet also includes the effect of the July layoffs.

The "Original Budget" column is the original 2008 budget for those expenditure line items with changes. The "Increase (Decrease)" column represents estimated increases or decreases from the original budget based on the input of department heads and the impact of layoffs. The "New Budget" column is the revised expenditure projection for the year ("original budget" column +/- "increase(decrease)" column).

The "Revenue Impact" column requires more lengthy explanation. In the original budget, certain expenditure line items were identified as being eligible to be paid for with 2007 bond proceeds. These bond proceeds are accounted for in a separate capital projects fund. Included in the revenue budget of the general fund was reimbursement from the 2007 Bond capital projects fund for expenditures out of the identified line items. Therefore, a decrease in one of these expenditures would result in a corresponding decrease in the transfer in to the general fund. For example, a \$10,000 savings in the Hardware Purchases line item would also result in a \$10,000 reduction in the transfer in to the general fund from the 2007 Bond capital projects fund resulting in a \$0 net impact on the general fund.

The "Net General Fund Savings/(Cost)" column is the net effect of the expenditure "Increase (Decrease) column and the "Revenue Impact" column. It represents the net savings or increase cost from the adjustments.

At the bottom of the spreadsheet is a section for Other Budget Impacts Identified. This came from my review of the budget document. \$90,000 was budgeted in department 25 of the general fund for payments that are actually being made out of one of the TIF funds. Therefore, this budgeted amount will not be spent by the general fund. Also, a portion of a City street has been sold but the revenue had not been budgeted for resulting in an additional \$150,000 of revenue.

The total net impact of all of the changes is \$374,676 to help offset the anticipated revenue shortfall.

The Finance Department is currently working on the July financial statements and revised projections for the year with July actual number incorporated. These will be e-mailed prior to the August 12 City Council meeting.

Also attached to this memo is the list of salary and benefit savings resulting from the layoffs.

Please feel free to contact me with any questions. Thank you.

General Fund

Budget Changes from Departments

Dept/Acct. #	Acct. Name	Expenditure			Revenue Impact	Net General Fund Savings/ (Cost)	Comments
		Original Budget	Increase (Decrease)	New Budget			
<b>Finance</b>							
11-5-06-5111	Salaries	\$ 724,648	\$ (37,490)	\$ 687,158	\$ -	\$ 37,490	
11-5-06-5130	Benefits	\$ 297,106	\$ (13,321)	\$ 283,785	\$ -	\$ 13,321	
11-5-06-5210	Vehicle Registration Svc	\$ 35,000	\$ (5,000)	\$ 30,000	\$ -	\$ 5,000	
11-5-06-5300	Other General Expenses	\$ 43,666	\$ (10,000)	\$ 33,666	\$ -	\$ 10,000	
11-5-06-5310	Telephone	\$ 30,000	\$ 20,000	\$ 50,000	\$ -	\$ (20,000)	
	Net Change	\$ 108,666	\$ 5,000	\$ 113,666	\$ -	\$ (5,000)	
<b>Fire</b>							
11-5-29-5702	Equipment Lease	\$ 98,000	\$ (40,000)	\$ 58,000	\$ (40,000)	\$ -	
11-5-29-5706	Ambulance Lease	\$ 94,048	\$ (47,024)	\$ 47,024	\$ (47,024)	\$ -	
	Net Change	\$ 192,048	\$ (87,024)	\$ 105,024	\$ (87,024)	\$ -	
<b>Police</b>							
11-5-08-5320	Utilities	\$ 180,000	\$ 121,781	\$ 301,781	\$ -	\$ (121,781)	
11-5-08-5120	Sick Day Buyback	\$ 642,000	\$ (162,804)	\$ 479,196	\$ -	\$ 162,804	
11-5-08-5310	Telephone	\$ 50,000	\$ 29,990	\$ 79,990	\$ -	\$ (29,990)	
11-5-08-5115	Overtime	\$ 640,000	\$ 88,420	\$ 728,420	\$ -	\$ (88,420)	
11-5-08-5400	Professional Services	\$ -	\$ 33,549	\$ 33,549	\$ -	\$ (33,549)	Centennial OT
	Net Change	\$ 1,512,000	\$ 110,936	\$ 1,622,936	\$ -	\$ (110,936)	
<b>Building</b>							
11-5-11-5111	Salaries	\$ 544,016	\$ (151,837)	\$ 392,179	\$ -	\$ 151,837	
11-5-11-5130	Benefits	\$ 223,047	\$ (72,313)	\$ 150,734	\$ -	\$ 72,313	
	Net Change	\$ 767,063	\$ (224,150)	\$ 542,913	\$ -	\$ 224,150	
<b>Human Resources</b>							
11-5-12-5111	Salaries	\$ 122,415	\$ (14,643)	\$ 107,772	\$ -	\$ 14,643	
11-5-12-5130	Benefits	\$ 50,190	\$ (5,003)	\$ 45,187	\$ -	\$ 5,003	
11-5-12-5210	Adv Job Openings	\$ 10,000	\$ (9,000)	\$ 1,000	\$ -	\$ 9,000	
	Net Change	\$ 182,605	\$ (28,646)	\$ 153,959	\$ -	\$ 28,646	
<b>IT</b>							
11-5-16-5111	Salaries	\$ 227,445	\$ (19,718)	\$ 207,727	\$ -	\$ 19,718	
11-5-16-5130	Benefits	\$ 93,252	\$ (8,084)	\$ 85,168	\$ -	\$ 8,084	
11-5-16-5210	Network Infrastructure	\$ 165,000	\$ (10,000)	\$ 155,000	\$ (10,000)	\$ -	
11-5-16-5215	Hardware Purchases	\$ 85,000	\$ (10,000)	\$ 75,000	\$ (10,000)	\$ -	
11-5-16-5220	Hardware Maintenance	\$ 30,000	\$ (10,000)	\$ 20,000	\$ (10,000)	\$ -	
	Net Change	\$ 600,697	\$ (57,802)	\$ 542,895	\$ (30,000)	\$ 27,802	
<b>Streets</b>							
11-5-20-5111	Salaries	\$ 1,094,354	\$ (120,578)	\$ 973,776	\$ -	\$ 120,578	
11-5-20-5130	Benefits	\$ 448,685	\$ (37,261)	\$ 411,424	\$ -	\$ 37,261	
11-5-20-5510	Landscape Maintenance	\$ 80,000	\$ (55,000)	\$ 25,000	\$ -	\$ 55,000	
	Utilities/Gas & Oil	\$ 101,000	\$ 126,000	\$ 227,000	\$ -	\$ (126,000)	
	Net Change	\$ 181,000	\$ 71,000	\$ 252,000	\$ -	\$ (71,000)	
<b>Forestry</b>							
11-5-21-5111	Salaries	\$ 301,608	\$ (26,842)	\$ 274,766	\$ -	\$ 26,842	
11-5-21-5130	Benefits	\$ 123,659	\$ (9,171)	\$ 114,488	\$ -	\$ 9,171	
11-5-21-5500	Repairs & Maintenance	\$ 68,000	\$ (15,000)	\$ 53,000	\$ (15,000)	\$ -	
	Net Change	\$ 493,267	\$ (51,014)	\$ 442,253	\$ (15,000)	\$ 36,014	
<b>Recreation</b>							
11-5-29-5722	Recreation Capital	\$ 25,000	\$ (25,000)	\$ -	\$ (25,000)	\$ -	
11-5-23-5500	Repairs & Maintenance	\$ 147,000	\$ (21,000)	\$ 126,000	\$ (21,000)	\$ -	
11-5-23-5210	Special Events	\$ 38,000	\$ (5,000)	\$ 33,000	\$ -	\$ 5,000	
	Net Change	\$ 210,000	\$ (51,000)	\$ 159,000	\$ (46,000)	\$ 5,000	
	Total Net General Fund Change		\$ (312,700)		\$ (178,024)	\$ 134,676	
<b>Other Budget Impacts Identified</b>							
11-5-25-5255	Statutory	\$ 90,000	\$ (90,000)	\$ -	\$ -	\$ 90,000	Paid from TIF
11-4-00-4845	Sale of City Property	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	Unbudgeted
	Grand total		\$ (402,700)		\$ (28,024)	\$ 374,676	

City of Berwyn  
 Impact of Layoffs  
 July 2008

<u>Employee</u>	<u>Dpt</u>	<u>Annual Salary</u>	<u>Sal Savings</u>	<u>Benefit Savings</u>
Finance 1	6	28,267.20	13,590.00	4,828.98
Finance 2	6	26,832.00	12,900.00	4,583.80
Finance 3	6	22,880.00	11,000.00	3,908.67
HR Asst	12	29,286.40	14,643.20	5,003.09
Streets 1	20	52,124.80	26,062.40	8,904.65
Streets 2	20	52,124.80	26,062.40	8,904.65
Streets 3	20	53,664.00	26,832.00	9,167.60
Streets 4	20	25,625.60	12,812.80	4,377.71
Streets 5	20	57,616.00	28,808.00	5,905.64
Forestry	21	53,684.80	26,842.40	9,171.15
Library 1	Fund 23	26,000.00	9,750.00	3,553.33
Library 2	Fund 23	20,300.80	9,760.00	3,468.05
Library 3	Fund 23	20,300.80	9,760.00	3,468.05
Library 4	Fund 23	20,300.80	9,760.00	3,468.05
Library 5	Fund 23	20,300.80	9,760.00	3,468.05
Totals		509,308.80	248,343.20	82,181.49

SM

Michael A. O'Connor  
Mayor



John Wysocki  
Finance Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> 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: August 8, 2008  
Re: Analysis of Parking Enforcement Collections

At a recent Committee of the Whole meeting, some Alderman requested up-to-date information regarding parking enforcement collections and a comparison of the costs of collecting tickets with internal staff for the first 30 days versus the fees charged by MRA. Attached is an updated analysis for 2007 and an analysis through July of 2008.

The 2007 analysis is an update of what was presented by Stephanie Walker last December with the addition of the cost savings of using in house staff for the first 30 days. The 2007 analysis shows that \$733,899 was collected within 30 days, that the MRA fee would have been \$132,102 to collect these amounts, and that the salaries and benefits of in house staff were \$84,782 resulting in a cost savings of \$47,320.

The 2008 analysis shows savings to date of \$19,480. However, the data is not yet complete and therefore subject to change.

City of Berwyn  
 Analysis of Parking Enforcement Collections  
 2007

Month	Amount Collected	Amount Outstanding	Total Issued	Total Collection Percentage	Amount Collected Under 30 days	Under 30 days of collections as a % of total issued	Amount Collected Over 30 days Under 90 days	Over 30 Under 90 days of collections as a % of total issued	% collected after 90 days
Jan	162,924	221,600	384,524	42%	64,480	17%	21,165	6%	20%
Feb	128,930	168,335	297,265	43%	54,970	18%	18,065	6%	19%
Mar	167,468	192,270	359,738	47%	74,430	21%	20,855	6%	20%
Apr	143,538	186,490	330,028	43%	52,628	16%	19,520	6%	22%
May	151,450	169,590	321,040	47%	62,800	20%	24,485	8%	20%
Jun	131,151	162,484	293,635	45%	54,320	18%	20,750	7%	19%
Jul	152,467	171,620	324,087	47%	69,737	22%	21,365	7%	19%
Aug	149,245	181,035	330,280	45%	66,260	20%	17,510	5%	20%
Sep	114,800	135,645	250,445	46%	52,290	21%	16,110	6%	19%
Oct	158,058	198,395	356,453	44%	68,068	19%	27,590	8%	18%
Nov	134,223	189,170	323,393	42%	59,673	18%	24,355	8%	16%
Dec	123,544	169,465	293,009	42%	54,243	19%	24,996	9%	15%
Totals	1,717,797	2,146,099	3,863,896	44%	733,899	19%	256,766	7%	19%

Amount collected <30 days	733,899
MRA collection %	<u>18%</u>
MRA fees if collecting under 30 days	132,102
Salaries and Benefits of in-house staff	<u>84,782</u>
Savings/ (cost)	47,320

Note outstanding and total issued do not include voids

City of Berwyn  
 Analysis of Parking Enforcement Collections  
 2008

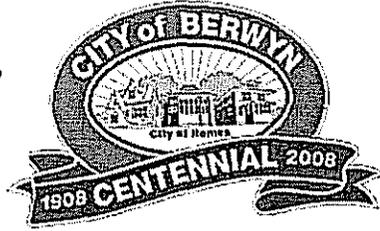
Month	Amount Collected	Amount Outstanding	Total Issued	Total Collection Percentage	Amount Collected Under 30 days	Under 30 days of collections as a % of total issued	Amount Collected Over 30 days Under 90 days	Over 30 Under 90 days of collections as a % of total issued	% collected after 90 days
Jan	122,088	215,208	337,296	36%	71,191	21%	17,930	5%	10%
Feb	108,228	175,080	283,308	38%	66,788	24%	20,610	7%	7%
Mar	104,524	230,975	335,499	31%	67,800	20%	24,769	7%	4%
Apr	96,985	231,950	328,935	29%	69,075	21%	24,155	7%	1% *
May	91,056	262,910	353,966	26%	77,171	22%	13,025	4%	0% *
Jun	73,030	261,720	334,750	22%	66,330	20%	4,700	1%	1% * A
Jul	19,860	318,260	338,120	6%	19,860	6%	-	0%	0% * A
Totals	615,771	1,696,103	2,311,874	27%	438,215	19%	105,189	5%	3%

Amount collected <30 days	438,215
MRA collection %	18%
MRA fees if collecting under 30 days	78,879
Salaries and Benefits of in-house staff	59,398
Savings/ (cost)	19,480

\* - Does not include a full 90 days of collections  
 A - Does not include a full 30 days of collections  
 Note outstanding and total issued do not include voids

J-12

**Michael A. O'Connor**  
Mayor



**Nicole Campbell**  
Traffic Engineer

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

August 7, 2008

To: Mayor Michael A. O'Connor & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Temporary Barrier at Riverside Drive Alley between Grove and Oak Park Avenues

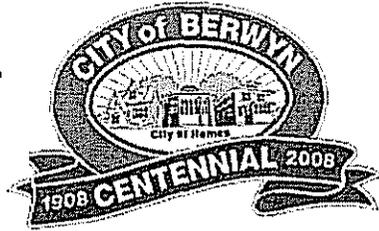
Residents bordering the alley south of Riverside Drive, between Grove and Oak Park Avenues, have reported that the alley is used by vehicles at excessive speeds and requested the installation of a temporary barrier in the alley to prevent through traffic. The temporary barrier would be placed at the T-intersection of the east-west alley and north-south alley. Vehicles entering the alley from Grove Avenue will see "No Outlet" signage and will have to exit at the same point of entry. Vehicles entering or exiting the alley at Oak Park Avenue will have to use the north-south alley. The residents from Riverside Drive to 25<sup>th</sup> Street, between Grove and Oak Park Avenues, were surveyed for their input on this proposed change. The results have shown that 25.9% of the residents voted for the barricade, 24.1% against, and that 50% showed no interest in the survey or the traffic concerns of the above mentioned alley. After reviewing the City's accident records, a crash report could not be found within a three year period for this alley.

**Conclusion**

Steps were taken to reach out to the residents of this block for feedback on this issue. The results are in favor of the barricade. Since the results are not overwhelming and accident data could not be found in support, it is recommended that the barricade remain as a temporary object and that traffic observations and counts can be performed once school is in session. This would help determine the effectiveness and future of a barricade or traffic blockade at this location.

Attachments:  
Resident Survey

**Michael A. O'Connor**  
Mayor



**Nicole Campbell**  
Traffic Engineer

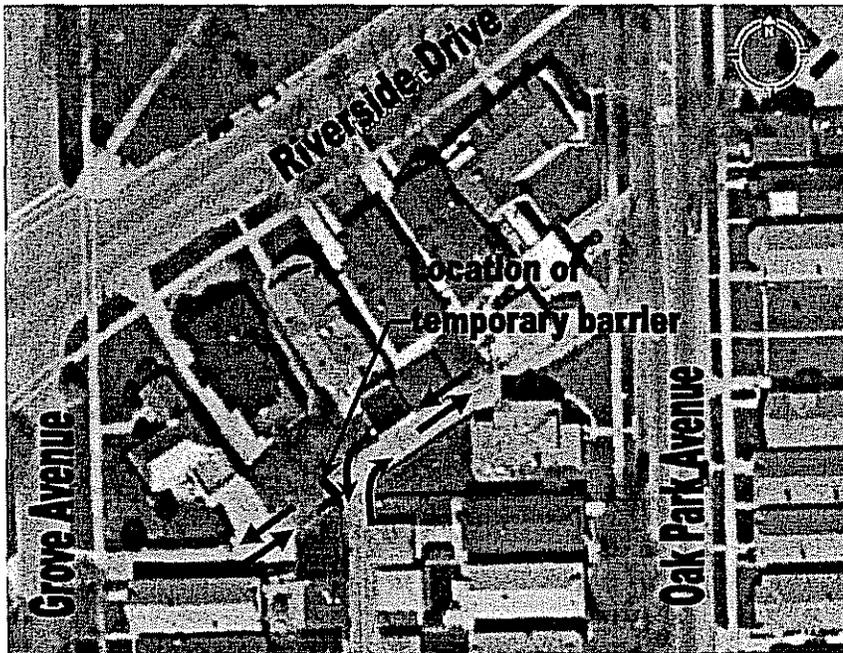
**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

Date: June 5, 2008

Dear Resident,

A citizen has requested that the alley south of Riverside Drive between Grove and Oak Park Avenues be blocked off since it is used by vehicles at excessive speeds. A measure to deter vehicles from using this alley as a throughway is to install a temporary barrier at the T-intersection of the east-west alley and north-south alley (see exhibit 1). This will prevent vehicles from driving between Grove and Oak Park Avenues through the alley. Vehicles entering the alley from Grove Avenue will see "No Outlet" signage and will have to exit at the same point of entry. Vehicles entering or exiting the alley at Oak Park Avenue will have to use the north-south alley. Please mark the box that represents your feelings on this issue. Please return this survey in the stamped envelope provided by June 27. Your input is important to the survey. Thank you for your time.



<input type="checkbox"/>	No, I do not want a barricade and block through alley traffic.
<input type="checkbox"/>	Yes, place a barricade to prohibit through alley traffic.

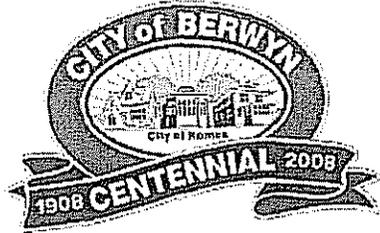
Exhibit 1

Sincerely,

Nicole Campbell, Traffic Engineer  
City of Berwyn  
(708) 749-4700  
(708)749-9503 fax  
[NCampbell@ci.berwyn.il.us](mailto:NCampbell@ci.berwyn.il.us)

5/13

**Michael A. O'Connor**  
Mayor



**Nicole Campbell**  
Traffic Engineer

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

Date: August 6, 2008  
To: Mayor Michael A. O'Connor & City Council Members  
From: Nicole Campbell, City Traffic Engineer  
Re: Traffic Flow Changes at Irving School

The Parent Teacher Association and officials at Irving School have expressed traffic concerns at school start and dismissal times along Kenilworth Avenue near 35<sup>th</sup> Street. Traffic south of this intersection becomes congested with parents loading and unloading students, students walking to school and school buses trying to maneuver down Kenilworth Avenue.

The current roadway width of Kenilworth Avenue is 28 feet edge to edge of pavement. This width allows for two 8-foot parking lanes and a 12 foot through lane. A 12 foot wide travel lane is comfortable for a single direction of traffic. Kenilworth Avenue between 35<sup>th</sup> Street and Ogden Avenue houses two way traffic.

**Recommendations**

A measure to alleviate the congestion at this location is to limit the number of northbound vehicles on Kenilworth Avenue by prohibiting left and right turns at the intersection of Ogden Avenue and Kenilworth Avenue from 7am-9am and 2pm-6pm. Traffic movement southbound on Kenilworth Avenue would flow better without contending or maneuvering around northbound vehicles. This would allow vehicles to leave the congested area in a swift and safe manner. New signage along with resident and parent coordination and police enforcement would be necessary to facilitate these changes.

**Conclusion**

It is recommended that right and left turns are prohibited at the Ogden and Kenilworth Avenues intersection during the times of 7am-9am and 2pm-6pm. It is also recommended that this proposed change service as a temporary measure to study its effectiveness and ensure that traffic problems are not relocated to adjacent streets.



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

August 8, 2008

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

**Re: Metra Platform Lease**

Dear Clerk:

Please place an item on the agenda regarding the Station Agreement between the City of Berwyn and BNSF Railway Company. There was a change in "Exhibit B" to the Lease. We would like Council to vote on whether to approve the revised Exhibit B.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

**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

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. 86 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. An additional 80 spaces may also be used for non-commuter purposes so long as replacement parking spaces are provided at a location acceptable to Metra and so long as the monthly permit rate is collected and treated as Leased Premises Revenue. 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, 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 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 may be relocated, traded, and/or reduced from time to time as agreed by the parties in writing.

#### **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: \_\_\_\_\_

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

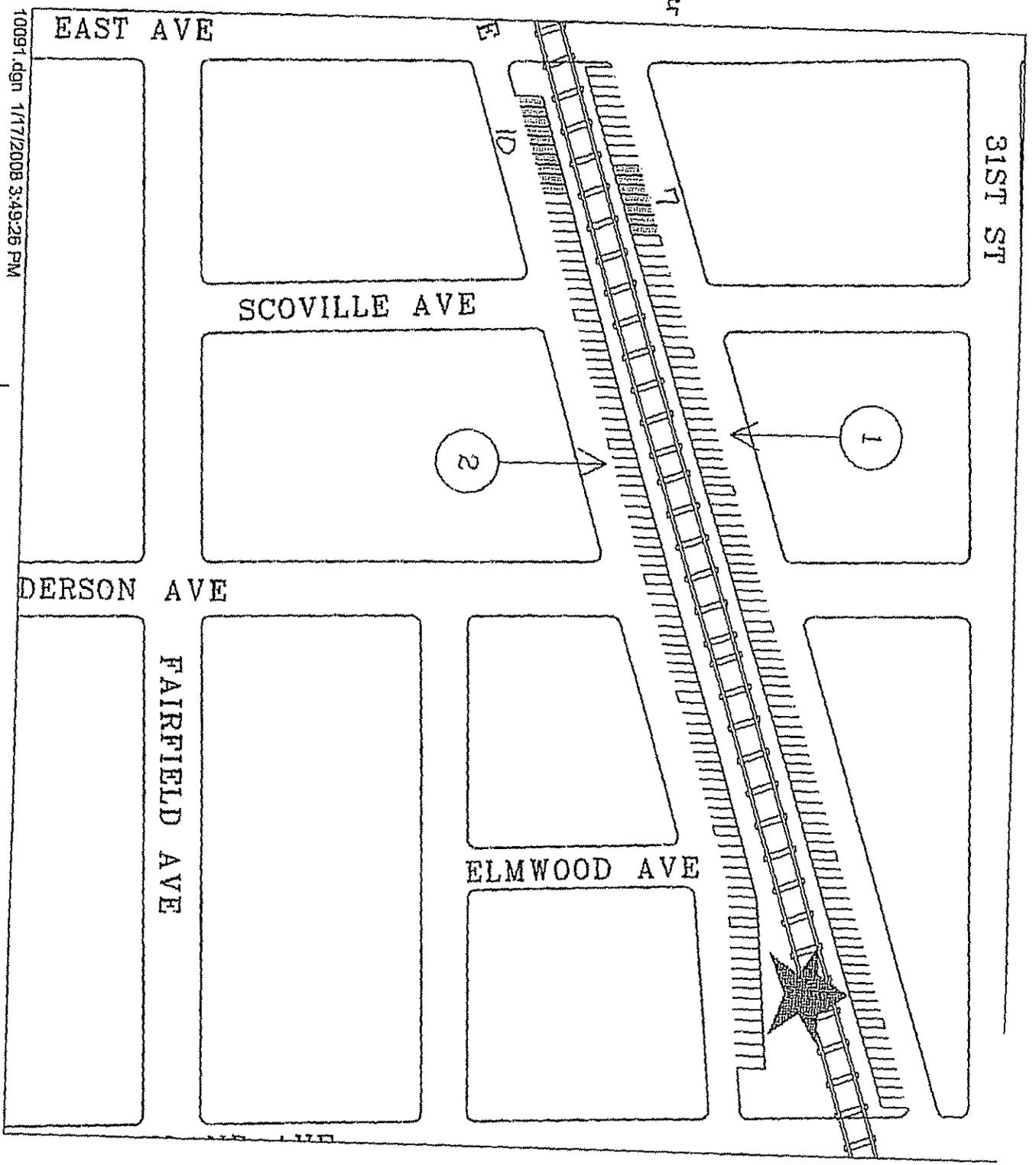
Beginning at a point in the Easterly line of Oak Park Avenue distant 24 feet Southerly measured at right angles from the centerline of the 2nd main track; thence Easterly parallel to said centerline a distance of 455 feet to the Westerly end of a platform; thence Northerly at right angles a distance 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.



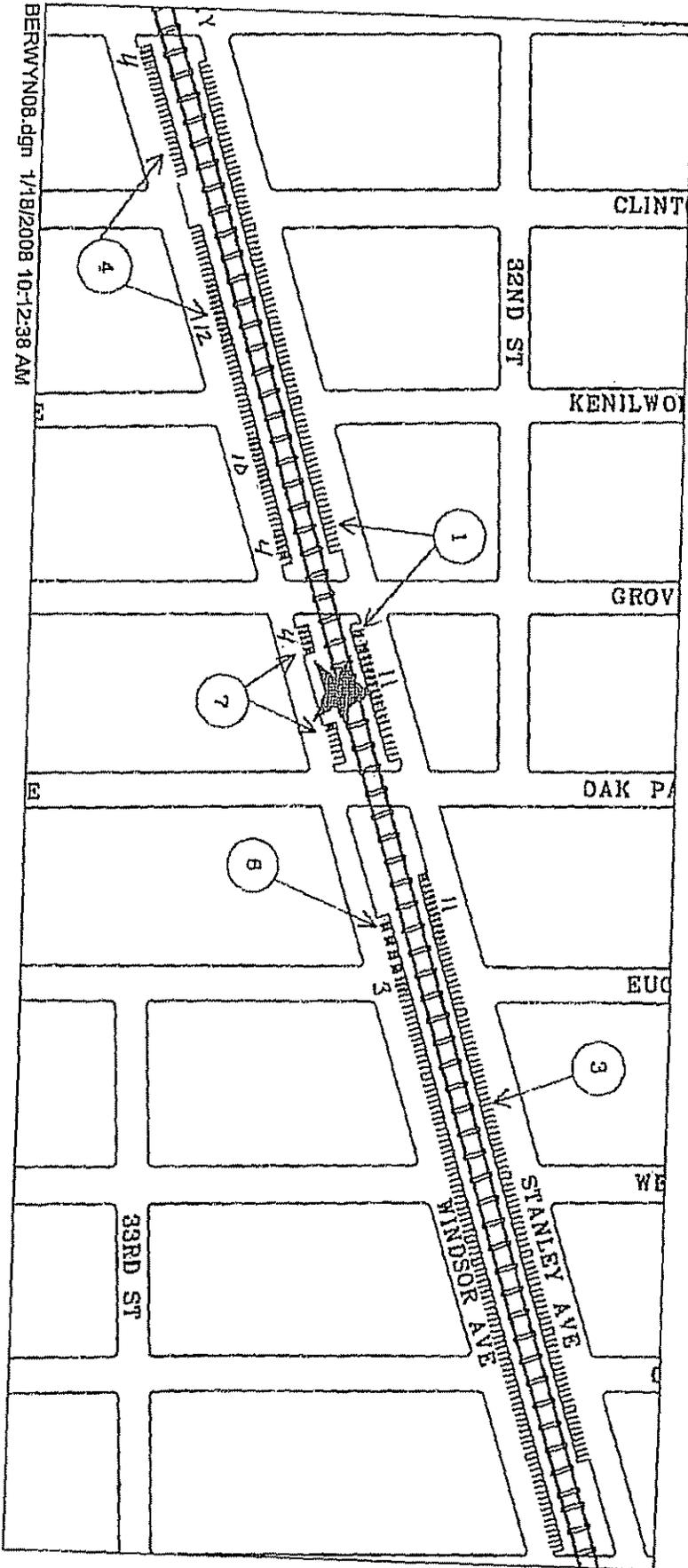
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Exhibit B-1

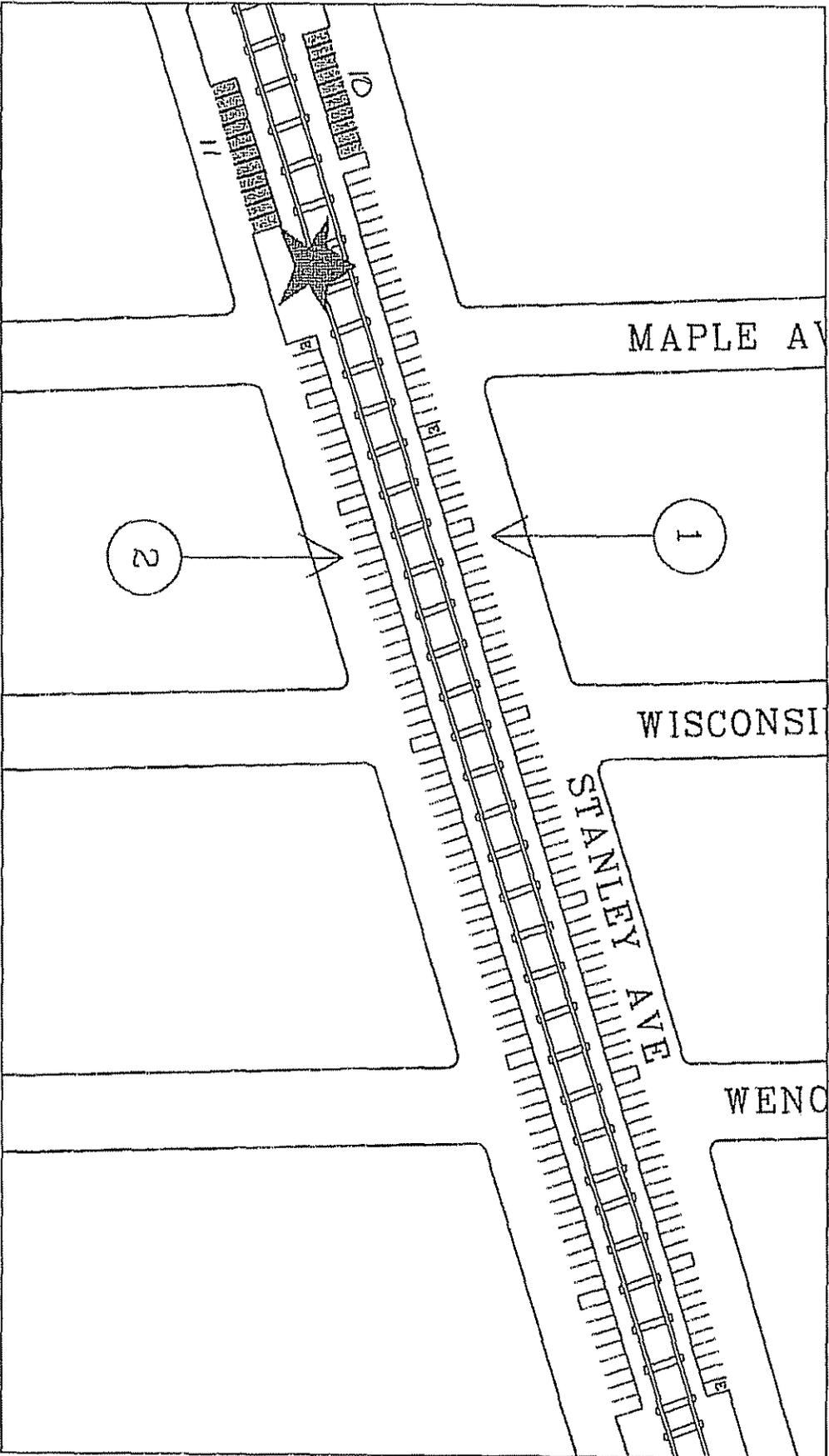
LAVENGE



Non-Parameter

BERWYN

Exhibit B-1



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Non-Computer

HARLEM

Exhibit B-1

Page 3

31ST ST

EAST AVE

SCOVILLE AVE

DERSON AVE

ELMWOOD AVE

FAIRFIELD AVE

Ex Signs  
Non-Compliant  
No Cops →

2

1

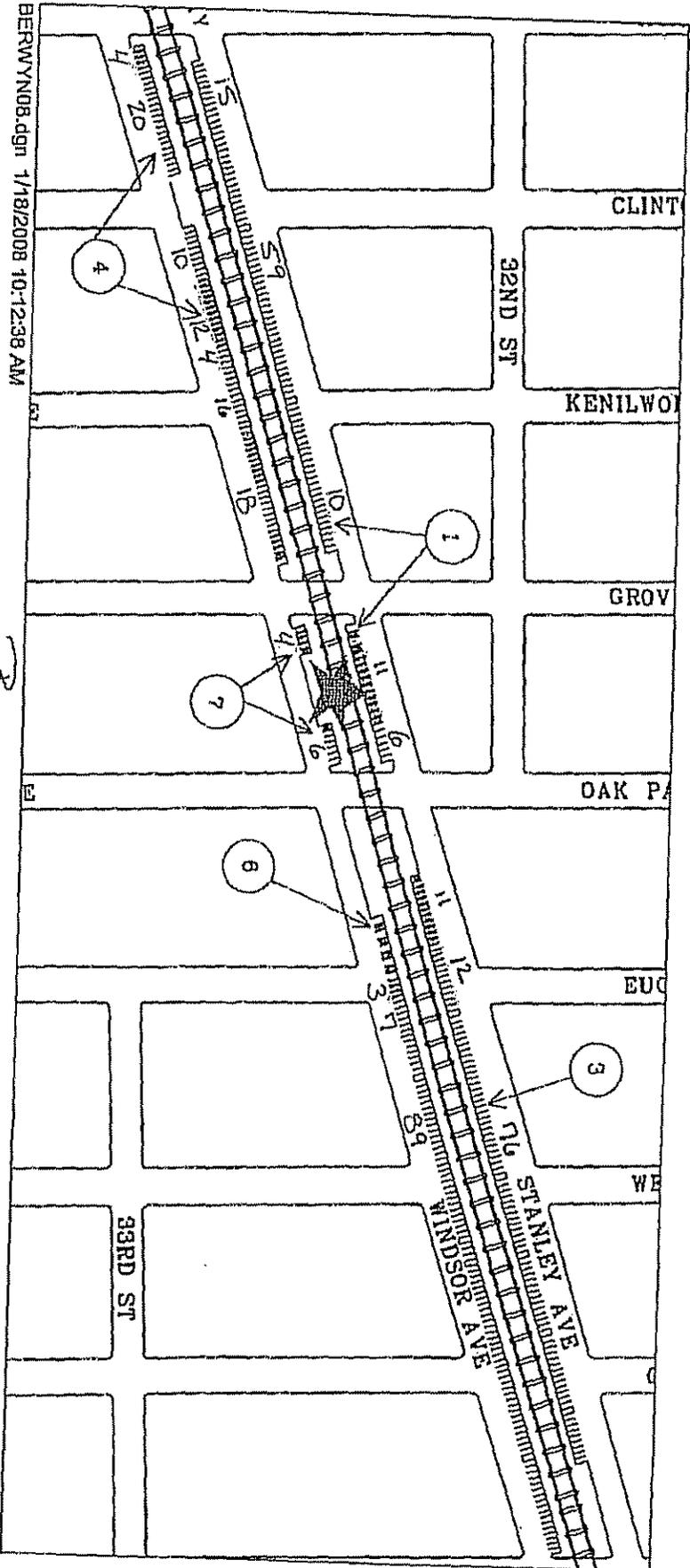


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Exhibit B-2

LAURELDADE

PAGE 1



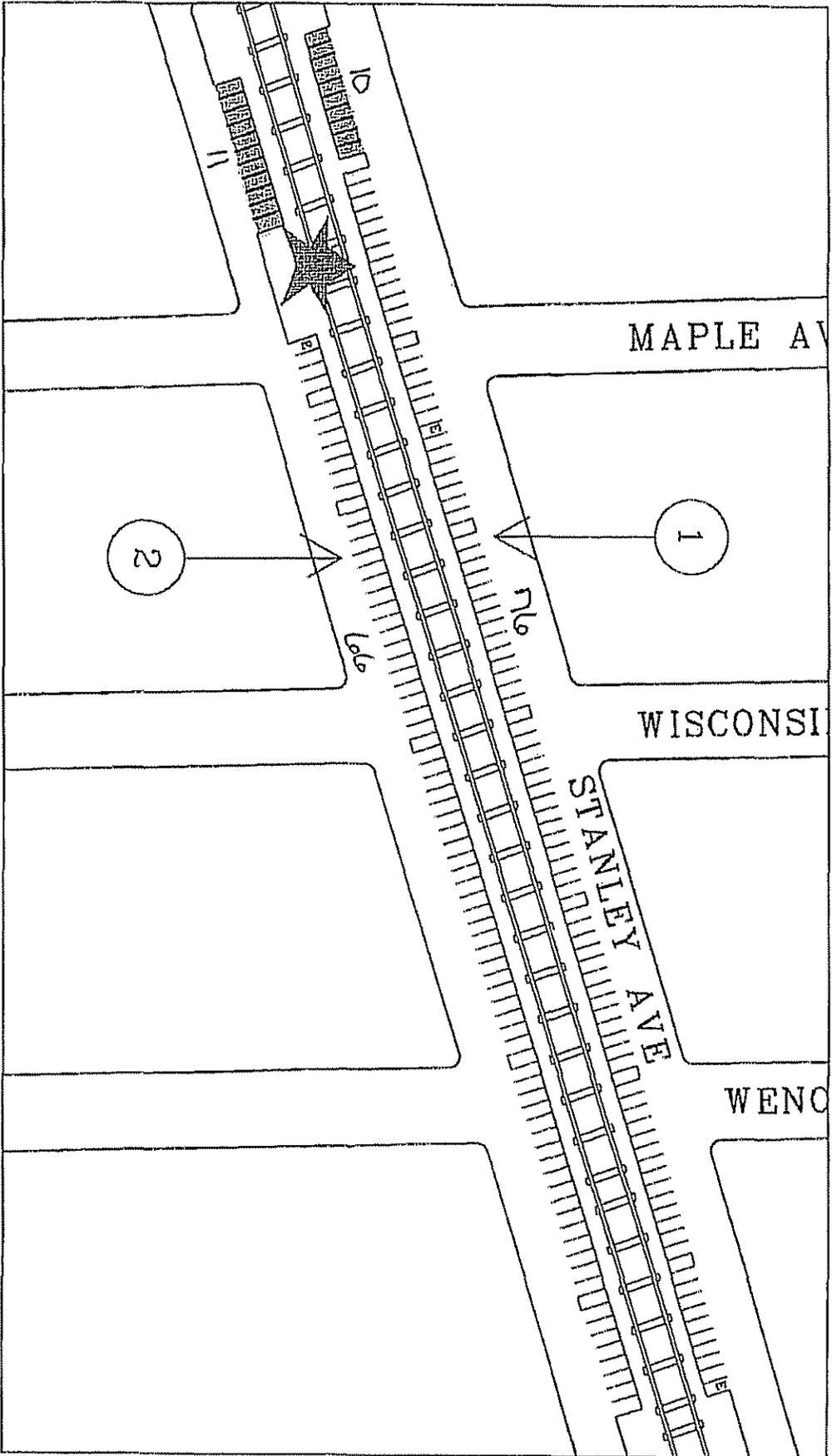
New Non-Commuter

Existing Non-Commuter

Repositioned Non-Commuter

No Color -> Commuter

Exhibit B-2



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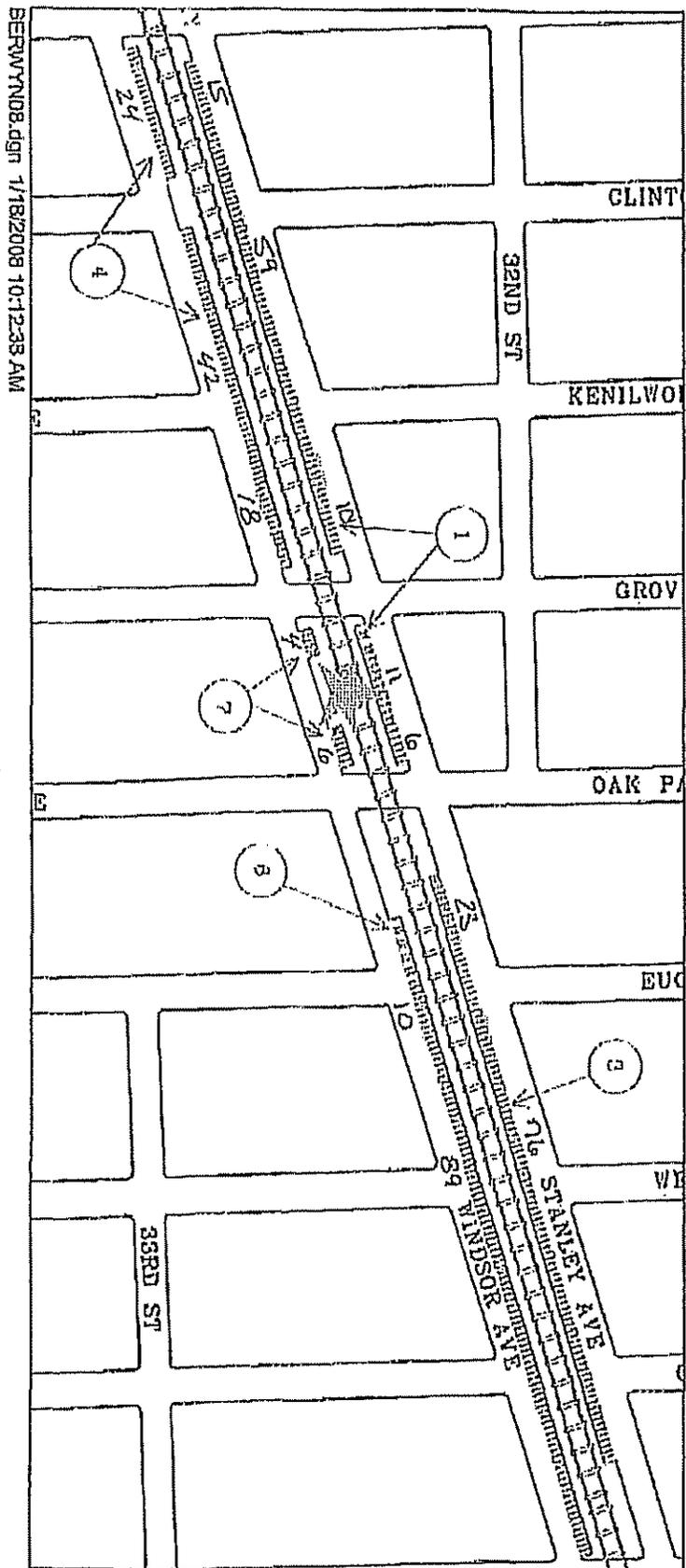
Existing Non-Commuter

No Color → Commuter

HARLEM

Exhibit B-2

Page 3



**DRAFT**  
 DRAFT  
 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
- 8 -> 80 additional Non-Commuter

# Section K

## Consent Agenda

K-1

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

August 7, 2008

Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the August 12, 2008 Council meeting.

Payroll July 23, 2008 is \$913,946.29  
August 6, 2008 is \$851,698.46

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

August 8, 2008

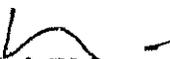
Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the August 12, 2008 Council meeting.

Payables: \$1,836,399.83

Very truly yours,

  
Mark Weiner

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 07/29/08 - 08/07/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338519	\$7164.22 5924.98 1239.24	08/07/08 11-5-07-5600 11-5-07-5600	31692		0 5 ALARM FIRE AND SAFETY EQUIPMENT, INC. A A	OUTSTANDING
01	338296	\$690.00 690.00	07/29/08 11-5-08-5500	01569		0 A-AMERICAN VETERINARY HOSPITAL A	OUTSTANDING
01	338371	\$885.00 885.00	08/05/08 11-5-20-5300	00049		0 A.W.E.S.O.M.E. PEST SERVICE A	OUTSTANDING
01	338288	\$1130.00 1130.00	07/29/08 11-5-11-5500	01212		0 AAA ALL COUNTY BOARD UP & GLASS A	OUTSTANDING
01	338424	\$108.00 108.00	08/05/08 11-5-23-5215	01458		0 ABARR SALES, INC. A	OUTSTANDING
01	338405	\$38.32 38.32	08/05/08 23-5-00-5335	00879		0 ABC SCHOOL SUPPLY INC. A	OUTSTANDING
01	338275	\$228.31 228.31	07/29/08 32-5-00-5250	00515		0 ABLE PRINTING SERVICE A	OUTSTANDING
01	338402	\$52.72 52.72	08/05/08 23-5-00-5215	00736		0 ABRAHAM LINCOLN PRESIDENTIAL LIBRARY A	OUTSTANDING
01	338407	\$398.30 398.30	08/05/08 23-5-00-5500	00931		0 ADT SECURITY SERVICES A	OUTSTANDING
01	338272	\$16024.52 16024.52	07/29/08 11-5-25-6011	00504		0 AETNA-U.S.HEALTHCARE A	OUTSTANDING
01	338273	\$7896.00 7896.00	07/29/08 11-2-00-2256	00504		0 AETNA-U.S.HEALTHCARE A	OUTSTANDING
01	338514	\$1089.80 1089.80	08/07/08 11-2-00-2244	10016		0 AFLAC WORLDWIDE HEADQUARTERS A	OUTSTANDING
01	338507	\$1304.33 1304.33	08/07/08 11-5-07-5500	01330		0 AIR ONE EQUIPMENT, INC. A	OUTSTANDING
01	338427	\$672.00 672.00	08/05/08 80-5-00-5500	01506		0 ALLIED ASPHALT A	OUTSTANDING
01	338404	\$355.49 355.49	08/05/08 23-5-00-5220	00828		0 AMAZON A	OUTSTANDING
01	338430	\$141.80 141.80	08/05/08 23-5-00-5250	01561		0 AMERICAN LIBRARY ASSOCIATION A	OUTSTANDING

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 07/29/08 - 08/07/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338258	\$240.00 240.00	07/29/08 11-5-23-5335	00099		0 AMERICAN LIFE GUARD PRODUCTS A	OUTSTANDING
01	338418	\$90.20 53.95 36.25	08/05/08 80-5-00-5310 11-5-23-5310	01339		0 AMERICAN MESSAGING A A	OUTSTANDING
01	338329	\$575.00 575.00	07/31/08 11-5-14-5245	00445		0 AMERICAN VIDEO SERVICES-SOUND MEMORIES A	OUTSTANDING
01	338394	\$500.00 500.00	08/05/08 15-5-00-5215	00445		0 AMERICAN VIDEO SERVICES-SOUND MEMORIES A	OUTSTANDING
01	338390	\$56.73 56.73	08/05/08 23-5-00-5335	00365		0 AMSTERDAM PRINTING AND LITHO CORP. A	OUTSTANDING
01	338479	\$9556.74 9556.74	08/05/08 40-5-23-5700	37657		0 ANDREAS & SONS, INC. A	OUTSTANDING
01	338355	\$97.50 97.50	07/31/08 11-5-08-5335	01945		0 ANIMAL WELFARE LEAGUE A	OUTSTANDING
01	338453	\$250.00 250.00	08/05/08 15-5-00-5215	20370		0 ANTHONY PELLEGRINO A	OUTSTANDING
01	338410	\$87.75 87.75	08/05/08 23-5-00-5210	01032		0 APPLE BOOKS A	OUTSTANDING
01	338267	\$2494.50 619.50 1875.00	07/29/08 11-5-05-5400 11-5-05-5400	00352		0 ARNSTEIN & LEHR LLP A A	OUTSTANDING
01	338253	\$27279.48 33.09 157.48 11.98 10103.97 1188.10 5770.85 848.64 1527.56 5770.80 509.18 1357.83	07/29/08 11-5-23-5310 11-5-23-5310 11-5-06-5310 11-5-16-5210 32-5-00-5310 11-5-06-5310 11-5-07-5310 23-5-00-5310 11-5-08-5310 11-5-20-5310 11-5-23-5310	00055		0 AT & T A A A A CDEG CITY HALL PD LIB PD PW REC	OUTSTANDING
01	338372	\$2202.77 400.07	08/05/08 80-5-00-5310	00055		0 AT & T A	OUTSTANDING

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 07/29/08 - 08/07/08

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		767.36	23-5-00-5310			A	
		1004.56	23-5-00-5225			A	
01	338482	\$250.60	08/07/08	00055	0	AT & T	OUTSTANDING
		226.39	32-5-00-5310			A	
		24.21	11-5-23-5310			A	
01	338346	\$12225.24	07/31/08	01586	0	AT&T	OUTSTANDING
		2377.13	65-5-00-6800			CONTRACT	
		9848.11	65-1-00-1900			3 YR PHONE SYSTEM	
01	338254	\$1233.95	07/29/08	00063	0	AT&T LONG DISTANCE	OUTSTANDING
		86.37	32-5-00-5310			CDBG	
		98.71	11-5-23-5310			REC	
		37.05	11-5-20-5310			PW	
		61.69	11-5-07-5310			PD	
		419.54	11-5-08-5310			PD	
		111.05	23-5-00-5310			REC	
		419.54	11-5-06-5310			CITY HALL	
01	338312	\$150.00	07/29/08	20493	0	AURORA TALLOW, INC.	OUTSTANDING
		150.00	11-5-14-5245			A	
01	338309	\$1475.00	07/29/08	20489	0	AYMAN MRYAN	OUTSTANDING
		1475.00	11-2-00-2400			A	
01	338280	\$130.85	07/29/08	00820	0	B&B WHOLESALE DISTRIBUTORS	OUTSTANDING
		130.85	11-5-23-5335			A	
01	338444	\$823.09	08/05/08	01838	0	BAKER & TAYLOR ENTERTAINMENT	OUTSTANDING
		823.09	23-5-00-5220			A	
01	338399	\$3543.54	08/05/08	00531	0	BAKER & TAYLOR, INC.	OUTSTANDING
		727.79	23-5-00-5210			A	
		2566.07	23-5-00-5210			BOOKS	
		249.68	23-5-00-5220			LIB BKS	
01	338381	\$41.60	08/05/08	00176	0	BARNES & NOBLE	OUTSTANDING
		41.60	23-5-00-5210			A	
01	338403	\$289.41	08/05/08	00737	0	BBC AUDIOBOOKS AMERICA	OUTSTANDING
		36.67	23-5-00-5220			LIB	
		252.74	23-5-00-5220			BOOKS	
01	338473	\$450.00	08/05/08	33946	0	BEATRICE KOZA	OUTSTANDING
		450.00	15-5-00-5215			A	

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338356	\$7675.00 7675.00	07/31/08 32-5-00-5250	20495		0 BEL-AIR HEATING A	OUTSTANDING
01	338286	\$12.99 12.99	07/29/08 11-5-16-5300	01162		0 BEN SMOGLOLSKI A	OUTSTANDING
01	338414	\$82.50 82.50	08/05/08 11-5-16-5300	01162		0 BEN SMOGLOLSKI A	OUTSTANDING
01	338290	\$39.60 39.60	07/29/08 80-5-00-5320	01244		0 BERWYN ACE HARDWARE A	OUTSTANDING
01	338358	\$200.00 200.00	07/31/08 11-5-14-5245	20497		0 BERWYN BLAZERS U14 GIRLS A	OUTSTANDING
01	801489	\$33548.50 33548.50	07/31/08 11-5-08-5400	00078		0 BERWYN DEVELOPMENT CORP A	OUTSTANDING
01	338428	\$5000.00 5000.00	08/05/08 11-5-14-5230	01520		0 BERWYN HISTORICAL SOCIETY A	OUTSTANDING
01	338274	\$651.10 651.10	07/29/08 11-5-23-5500	00514		0 BERWYN WESTERN PLBG. & HEATING A	OUTSTANDING
01	338332	\$39220.00 39220.00	07/31/08 40-5-23-5700	00514		0 BERWYN WESTERN PLBG. & HEATING A	OUTSTANDING
01	338398	\$651.10 651.10	08/05/08 11-5-23-5500	00514		0 BERWYN WESTERN PLBG. & HEATING A	OUTSTANDING
01	338429	\$191.25 191.25	08/05/08 23-5-00-5220	01545		0 BLACKSTONE AUDIOBOOKS A	OUTSTANDING
01	338368	\$407865.00 407865.00	08/05/08 11-5-25-6010	00015		0 BLUE CROSS/BLUE SHIELD OF ILLINOIS A	OUTSTANDING
01	338281	\$3325.00 3325.00	07/29/08 11-5-11-5500	00888		0 BOB'S LAWN CARE A	OUTSTANDING
01	338335	\$1941.00 1941.00	07/31/08 11-5-11-5500	00888		0 BOB'S LAWN CARE A	OUTSTANDING
01	338401	\$730.03 730.03	08/05/08 23-5-00-5335	00678		0 BRODART CO. A	OUTSTANDING
01	338292	\$1197.50 1197.50	07/29/08 11-5-11-5500	01256		0 BUSY-BEE BOARD-UP & EMERGENCY SERVICE ,INC. A	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338284	\$864.69 864.69	07/29/08 11-5-16-5300	01043		0 CARDINAL CARTIDGE, INC. A	OUTSTANDING
01	338362	\$40.00 40.00	07/31/08 11-4-00-4415	20504		0 CARMELA KAPPEL A	OUTSTANDING
01	338338	\$477.10 477.10	07/31/08 11-5-08-5300	00996		0 CASE LOTS INC A	OUTSTANDING
01	338287	\$3953.36 3953.36	07/29/08 32-5-00-5275	01187		0 CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHGO A	OUTSTANDING
01	338441	\$963.37 232.00 731.37	08/05/08 11-5-16-5215 11-5-16-5215	01800		0 CDW GOVERNMENT, INC. A A	OUTSTANDING
01	338324	\$22.51 22.51	07/31/08 11-5-08-5505	00236		0 CHICAGO OFFICE TECHNOLOGY GROUP A	OUTSTANDING
01	338520	\$740.00 740.00	08/07/08 11-5-14-5245	31894		0 CHICAGOLD SIGN CO. A	OUTSTANDING
01	338282	\$669.95 97.75 137.80 199.80 234.60	07/29/08 11-5-11-5500 11-5-23-5335 11-5-23-5500 11-5-23-5335	00976		0 CINTAS # 769 A A A A	OUTSTANDING
01	338408	\$349.60 68.50 281.10	08/05/08 23-5-00-5500 11-5-23-5300	00976		0 CINTAS # 769 A A	OUTSTANDING
01	338500	\$153.50 72.00 81.50	08/07/08 80-5-00-5300 80-5-00-5300	00976		0 CINTAS # 769 A A	OUTSTANDING
01	338327	\$200.00 200.00	07/31/08 11-5-08-5305	00390		0 CITADEL A	OUTSTANDING
01	338450	\$7500.00 7500.00	08/05/08 58-5-58-8110	01942		0 CITIZENS COMMUNITY BANK A	OUTSTANDING
01	801488	\$7500.00 7500.00	07/31/08 58-5-58-8110	01942		0 CITIZENS COMMUNITY BANK A	OUTSTANDING
01	338341	\$5000.00 1250.00 1250.00	07/31/08 56-5-56-8100 58-5-58-8110	01153		0 CLEARCHANNEL OUTDOOR CT OT	OUTSTANDING

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		1250.00	55-5-55-8120			SO BERWYN	
		1250.00	57-5-57-8130			RR TIF	
01	338344	\$37097.33	07/31/08	01281		0 CNA INSURANCE	OUTSTANDING
		37097.33	82-5-00-5220			A	
01	338496	\$1541.00	08/07/08	00762		0 COLUMN OFFICE EQUIPMENT	OUTSTANDING
		154.10	15-5-00-5505			CO	
		154.10	11-5-01-5505			MO	
		154.10	11-5-02-5505			CC	
		154.10	11-5-06-5505			FIN	
		154.10	11-5-07-5505			PD	
		154.10	11-5-08-5505			PD	
		154.10	11-5-11-5505			BD	
		154.10	11-5-20-5505			PW	
		154.10	11-5-23-5505			REC	
		154.10	80-5-00-5510			WD	
01	338320	\$23311.73	07/31/08	00009		0 COMM ED	OUTSTANDING
		23311.73	79-5-00-5520			A	
01	338367	\$22.41	08/05/08	00009		0 COMM ED	OUTSTANDING
		22.41	11-5-20-5300			A	
01	338426	\$2105.00	08/05/08	01492		0 COMPLETE TEMPERATURE SYSTEMS, INC.	OUTSTANDING
		2105.00	23-5-00-5500			A	
01	338487	\$9870.62	08/07/08	00225		0 CONSTELLATION NEW ENERGY INC.	OUTSTANDING
		9870.62	80-5-00-5320			A	
01	338457	\$53.79	08/05/08	20500		0 DAEDALUS BOOKS	OUTSTANDING
		53.79	23-5-00-5210			A	
01	338467	\$28.56	08/05/08	32832		0 DANIELLE TAYLOR CAPPELLETTI	OUTSTANDING
		28.56	23-5-00-5240			A	
01	338391	\$227.88	08/05/08	00388		0 DEMCO EDUCATIONAL CORP	OUTSTANDING
		100.30	23-5-00-5250			BKS	
		127.58	23-5-00-5335			LIB	
01	338308	\$3300.00	07/29/08	20202		0 DEWEY ADKINS	OUTSTANDING
		3300.00	11-2-00-2450			A	
01	338315	\$121.78	07/29/08	32042		0 DISCOUNT SCHOOL SUPPLY	OUTSTANDING
		121.78	11-5-23-5335			A	
01	338445	\$8318.00	08/05/08	01916		0 DON MORRIS ARCHITECTS, P.C.	OUTSTANDING
		8318.00	11-5-11-5400			A	

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01	338317	\$1915.00 1590.00 325.00	07/29/08 11-5-11-5500 11-5-11-5500	33332		0 E.R.S.BOARD UP INC. A A	OUTSTANDING
01	338494	\$22.00 22.00	08/07/08 11-5-07-5300	00534		0 EAGLE ENGRAVING A	OUTSTANDING
01	338383	\$35.32 35.32	08/05/08 23-5-00-5215	00194		0 EBSCO SUBSCRIPTION SERVICE A	OUTSTANDING
01	338472	\$151.50 151.50	08/05/08 23-5-00-5220	33662		0 EDGE ENTERTAINMENT A	OUTSTANDING
01	338360	\$35.00 35.00	07/31/08 11-4-00-4220	20502		0 EDWARD QUESADA A	OUTSTANDING
01	338511	\$425.00 425.00	08/07/08 11-5-07-5500	01537		0 EPP'S CUSTOM HEATING & AIR A	OUTSTANDING
01	338279	\$698.40 698.40	07/29/08 11-5-14-5245	00808		0 FAN FAIR FOTO A	OUTSTANDING
01	338271	\$52.54 52.54	07/29/08 11-5-14-5245	00459		0 FEDERAL EXPRESS CORPORATION A	OUTSTANDING
01	338331	\$112.26 112.26	07/31/08 11-5-08-5305	00459		0 FEDERAL EXPRESS CORPORATION A	OUTSTANDING
01	338352	\$1710.00 1710.00	07/31/08 11-5-11-5210	01760		0 FLASH ELECTRIC CO. A	OUTSTANDING
01	338417	\$108.24 75.04 33.20	08/05/08 11-5-20-5200 11-5-20-5200	01303		0 FMP A A	OUTSTANDING
01	338480	\$4641.39 4641.39	08/07/08 11-5-25-6012	00016		0 FORT DEARBORN LIFE INSURANCE A	OUTSTANDING
01	338415	\$613.68 613.68	08/05/08 11-5-20-5200	01246		0 GABRIEL SALES A	OUTSTANDING
01	338440	\$690.33 690.33	08/05/08 23-5-00-5210	01786		0 GALE A	OUTSTANDING
01	338257	\$240.40 240.40	07/29/08 11-5-02-5220	00093		0 GATEHOUSE MEDIA SUBURBAN NEWSPAPERS A	OUTSTANDING

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01	338375	\$163.10 163.10	08/05/08 23-5-00-5335	00124		0 GAYLORD BROS INC A	OUTSTANDING
01	338361	\$35.00 35.00	07/31/08 11-4-00-4220	20503		0 GEORGE VEGA A	OUTSTANDING
01	338345	\$15000.00 15000.00	07/31/08 11-5-05-5400	01435		0 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC & HOPF, LTD. A	OUTSTANDING
01	338509	\$3206.82 3206.82	08/07/08 32-5-00-5300	01435		0 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC & HOPF, LTD. A	OUTSTANDING
01	338517	\$850.00 850.00	08/07/08 32-5-00-5300	20509		0 GREAT LAKES CENTERS A	OUTSTANDING
01	338301	\$270.85 270.85	07/29/08 11-5-23-5215	01854		0 GREAT LAKES ICE CREAM A	OUTSTANDING
01	801495	\$20.00 20.00	07/31/08 11-4-00-4415	20491		0 GWENDOLYN WHITAKER A	OUTSTANDING
01	338270	\$493.08 493.08	07/29/08 11-5-23-5335	00452		0 HALOGEN SUPPLY CO INC A	OUTSTANDING
01	338276	\$395.00 395.00	07/29/08 11-5-23-5335	00544		0 HAMILTON DATA CARD, INC. A	OUTSTANDING
01	338266	\$20.20 20.20	07/29/08 80-5-00-5320	00333		0 HARRIS BANK A	OUTSTANDING
01	338334	\$24024.00 18128.00 5896.00	07/31/08 56-5-56-8100 55-5-55-8120	00788		0 HERITAGE CASTING & IRONWORKS CT SO BERWYN TIF	OUTSTANDING
01	338370	\$409.75 409.75	08/05/08 80-5-00-5505	00031		0 HERMAN C SIEVERS A	OUTSTANDING
01	338406	\$1560.00 1560.00	08/05/08 23-5-00-5335	00915		0 HEWLETT-PACKARD COMPANY A	OUTSTANDING
01	338299	\$460.73 460.73	07/29/08 11-5-08-5335	01824		0 HIGH PSI LTD. A	OUTSTANDING
01	338476	\$216.50 216.50	08/05/08 23-5-00-5335	35881		0 ID LABEL INCORPORATED A	OUTSTANDING
01	338454	\$195.65 195.65	08/05/08 23-5-00-5335	20487		0 ILLINOIS BRICK CO. A	OUTSTANDING

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01	338431	\$1724.00 1724.00	08/05/08 11-5-25-6050	01599		0 ILLINOIS DIRECTOR OF EMPLOYMENT SECURITY A	OUTSTANDING
01	338459	\$155.00 155.00	08/05/08 23-5-00-5230	30390		0 ILLINOIS LIBRARY ASSOCIATION A	OUTSTANDING
01	338478	\$40.00 40.00	08/05/08 23-5-00-5230	37603		0 ILLINOIS OCLC USERS GROUP A	OUTSTANDING
01	338420	\$724.02 490.50 233.52	08/05/08 23-5-00-5335 23-5-00-5500	01366		0 ILLINOIS PAPER COMPANY A A	OUTSTANDING
01	338498	\$75.00 75.00	08/07/08 11-5-07-5300	00775		0 ILLINOIS SOCIETY OF FIRE SERVICE INSTRUCTORS A	OUTSTANDING
01	338393	\$3087.07 1387.49 805.30 894.28	08/05/08 23-5-00-5210 23-5-00-5210 23-5-00-5210	00398		0 INGRAM LIBRARY SERVICES A A A	OUTSTANDING
01	338475	\$80.00 80.00	08/05/08 23-5-00-5225	35806		0 INNOVATIVE USERS GROUP A	OUTSTANDING
01	338464	\$81.95 81.95	08/05/08 11-5-20-5200	31638		0 INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO. A	OUTSTANDING
01	338342	\$3187.50 3187.50	07/31/08 11-5-08-5300	01266		0 ISAAC RAY FORENSIC GROUP,LLC A	OUTSTANDING
01	338377	\$27995.51 27995.51	08/05/08 11-5-14-5240	00146		0 J. STERLING MORTON HIGH SCHOOL A	OUTSTANDING
01	338259	\$689.03 119.04 569.99	07/29/08 11-5-23-5500 11-5-23-5335	00162		0 JACK'S RENTAL INC A A	OUTSTANDING
01	338378	\$410.45 128.48 281.97	08/05/08 11-5-23-5500 11-5-23-5500	00162		0 JACK'S RENTAL INC A A	OUTSTANDING
01	338484	\$46.90 46.90	08/07/08 11-5-07-5300	00162		0 JACK'S RENTAL INC A	OUTSTANDING
01	338376	\$735.00 735.00	08/05/08 11-5-08-5500	00129		0 JAKE THE STRIPER A	OUTSTANDING

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01	338347	\$5344.50 5344.50	07/31/08 57-5-57-8130	01618		0 JAMES DUNCAN & ASSOCIATES, INC. A	OUTSTANDING
01	338255	\$120.97 120.97	07/29/08 11-5-16-5300	00067		0 JIM FRANK A	OUTSTANDING
01	338357	\$52.50 52.50	07/31/08 11-4-00-4220	20496		0 JOHN LUCAS A	OUTSTANDING
01	338456	\$63.82 63.82	08/05/08 23-5-00-5335	20499		0 JOHN SCHEEPERS, INC. A	OUTSTANDING
01	338339	\$3570.00 3570.00	07/31/08 11-5-11-5210	01014		0 JOHN TARULLO A	OUTSTANDING
01	338365	\$60.00 60.00	07/31/08 11-4-00-4205	20507		0 JOSE M.HERNANDEZ A	OUTSTANDING
01	338293	\$360.00 360.00	07/29/08 11-5-11-5210	01273		0 JOSEPH M.CRISCIONE A	OUTSTANDING
01	338343	\$240.00 240.00	07/31/08 11-5-11-5210	01273		0 JOSEPH M.CRISCIONE A	OUTSTANDING
01	338466	\$725.94 44.00 301.26 380.68	08/05/08 11-5-08-5500 11-5-08-5500 11-5-08-5500	32052		0 JUST TIRES A A A	OUTSTANDING
01	338502	\$990.00 990.00	08/07/08 15-5-00-5300	01085		0 KB LAWN AND MULCH A	OUTSTANDING
01	338354	\$387.78 387.78	07/31/08 11-5-08-5500	01933		0 KDD OF ILLINOIS, LTD. A	OUTSTANDING
01	338449	\$9.00 9.00	08/05/08 23-5-00-5500	01933		0 KDD OF ILLINOIS, LTD. A	OUTSTANDING
01	338458	\$1475.00 1475.00	08/05/08 11-2-00-2400	20508		0 KEN, QUOC, CAM DANG A	OUTSTANDING
01	338425	\$2277.00 2277.00	08/05/08 23-5-00-5500	01460		0 KEY EQUIPMENT FINANCE A	OUTSTANDING
01	338513	\$7043.04 7043.04	08/07/08 11-5-29-5706	01878		0 KEY GOVERNMENT FINANCE, INC. A	OUTSTANDING
01	338373	\$62.00	08/05/08	00098		0 L-K FIRE EXTINGUISHER SERVICE	OUTSTANDING

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		62.00	11-5-23-5500			A	
01	338263	\$760.00	07/29/08	00224		0 LAIDLAW TRANSIT, INC.	OUTSTANDING
		380.00	11-5-23-5210			A	
		380.00	11-5-23-5210			A	
01	338385	\$865.00	08/05/08	00224		0 LAIDLAW TRANSIT, INC.	OUTSTANDING
		485.00	11-5-23-5210			A	
		380.00	11-5-23-5210			A	
01	338469	\$134.98	08/05/08	33133		0 LANDMARK AUDIOBOOKS	OUTSTANDING
		134.98	23-5-00-5220			A	
01	338492	\$56751.20	08/07/08	00403		0 LANDSCAPING CONCEPTS MANAGEMENT	OUTSTANDING
		56751.20	79-5-00-5405			MFT	
01	801487	\$800.00	07/31/08	20349		0 LAWRENCE M.BARAN	OUTSTANDING
		800.00	11-5-14-5245			A	
01	338397	\$105.60	08/05/08	00483		0 LEWIS PAPER PLACE	OUTSTANDING
		105.60	23-5-00-5335			A	
01	338465	\$175.50	08/05/08	31940		0 LINCOLN TRAIL LIBRARIES SYSTEM	OUTSTANDING
		175.50	23-5-00-5235			A	
01	338328	\$296.80	07/31/08	00407		0 LITTLE VILLAGE PRINTING	OUTSTANDING
		296.80	11-5-08-5305			A	
01	338303	\$1728.50	07/29/08	10005		0 LOCAL 705	OUTSTANDING
		1728.50	11-2-00-2251			A	
01	338463	\$36.00	08/05/08	31429		0 LYONS PUBLIC LIBRARY	OUTSTANDING
		36.00	23-5-00-5245			A	
01	338448	\$175.00	08/05/08	01930		0 M & M WINDOW CLEANING SERVICES	OUTSTANDING
		175.00	23-5-00-5500			A	
01	338348	\$1998.00	07/31/08	01692		0 M.K. SPORTS	OUTSTANDING
		1998.00	11-5-23-5300			A	
01	338438	\$2619.00	08/05/08	01692		0 M.K. SPORTS	OUTSTANDING
		2619.00	11-5-23-5300			A	
01	338412	\$120.00	08/05/08	01079		0 MARIE L.ROGERS	OUTSTANDING
		120.00	11-5-05-5400			A	
01	338474	\$434.69	08/05/08	35587		0 MAUREEN HIRSHBERG	OUTSTANDING
		434.69	11-5-23-5300			A	

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01	338501	\$5820.00 5820.00	08/07/08 11-5-07-5210	01048		0 MEDICAL REIMBURSEMENT SERVICES, INC. A	OUTSTANDING
01	338265	\$8000.00 6000.00 2000.00	07/29/08 11-5-23-5210 15-5-00-5225	00309		0 MELROSE PYROTECHNICS, INC. REC CO	OUTSTANDING
01	338471	\$392.28 392.28	08/05/08 23-5-00-5335	33560		0 MENARD'S HODGKINS A	OUTSTANDING
01	338318	\$441.50 262.80 178.70	07/29/08 11-5-23-5320 11-5-23-5500	33555		0 MENARDS-CICERO POOL SUPPLIES LAWN MOWER	OUTSTANDING
01	338319	\$3174.73 3174.73	07/29/08 11-5-08-5150	34002		0 MICHAEL CIROLIA A	OUTSTANDING
01	338294	\$309.28 309.28	07/29/08 11-5-01-5210	01282		0 MICHAEL O'CONNOR A	OUTSTANDING
01	338468	\$147.84 147.84	08/05/08 23-5-00-5220	33116		0 MICRO MARKETING, LLC A	OUTSTANDING
01	338421	\$866.23 866.23	08/05/08 11-5-20-5500	01417		0 MID-TOWN PETROLEUM, INC. A	OUTSTANDING
01	338306	\$7610.00 7610.00	07/29/08 32-5-00-5250	20016		0 MIDWEST PROPERTY MANAGEMENT A	OUTSTANDING
01	338515	\$15105.00 15105.00	08/07/08 32-5-00-5250	20016		0 MIDWEST PROPERTY MANAGEMENT A	OUTSTANDING
01	338460	\$60.97 60.97	08/05/08 23-5-00-5220	30520		0 MIDWEST TAPE A	OUTSTANDING
01	338310	\$1475.00 1475.00	07/29/08 11-2-00-2400	20490		0 MIKE SCOLA A	OUTSTANDING
01	338374	\$179.00 179.00	08/05/08 11-5-13-5300	00105		0 MILTON F PERSIN A	OUTSTANDING
01	338443	\$85.00 85.00	08/05/08 23-5-00-5235	01817		0 MLB FINANCIAL SERVICES, LTD A	OUTSTANDING
01	338508	\$66.88 66.88	08/07/08 11-5-07-5300	01422		0 MODERN MARKETING, INC. A	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338364	\$35.00 35.00	07/31/08 11-4-00-4220	20506		0 MOHMED TALEB A	OUTSTANDING
01	338423	\$21841.54 21841.54	08/05/08 11-5-06-5220	01447		0 MRA A	OUTSTANDING
01	338336	\$4103.94 4103.94	07/31/08 11-5-08-5500	00929		0 McDONOUGH MECHANICAL SERVICES, INC. A	OUTSTANDING
01	338446	\$24.99 24.99	08/05/08 23-5-00-5335	01928		0 NAEIR A	OUTSTANDING
01	338305	\$257.00 257.00	07/29/08 11-2-00-2243	10014		0 NCPERS GROUP LIFE INS-UNIT # 3326 A	OUTSTANDING
01	338330	\$12769.13 12769.13	07/31/08 56-5-56-8100	00457		0 NEAL & LEROY, L.L.C. A	OUTSTANDING
01	338395	\$37308.36 37308.36	08/05/08 56-5-56-8100	00457		0 NEAL & LEROY, L.L.C. A	OUTSTANDING
01	338387	\$302.89 302.89	08/05/08 80-5-00-5310	00301		0 NEXTEL COMMUNICATIONS A	OUTSTANDING
01	338490	\$479.08 479.08	08/07/08 11-5-07-5310	00301		0 NEXTEL COMMUNICATIONS A	OUTSTANDING
01	338435	\$870.00 870.00	08/05/08 23-5-00-5325	01632		0 NICOR GAS A	OUTSTANDING
01	338382	\$980.68 980.68	08/05/08 11-5-04-5201	00186		0 NONA CHAPMAN A	OUTSTANDING
01	338283	\$25916.80 25916.80	07/29/08 32-5-00-5220	00977		0 OAK LEYDEN DEVELOPMENT SERVICES A	OUTSTANDING
01	338297	\$100.00 100.00	07/29/08 11-5-01-5210	01573		0 OAK PARK REGIONAL HOUSING CENTER A	OUTSTANDING
01	338350	\$120.00 120.00	07/31/08 11-5-08-5300	01716		0 OCCMED GROUP A	OUTSTANDING
01	338503	\$86671.40 28112.40 1113.75 2268.75 618.75 12088.20	08/07/08 11-5-05-5400 57-5-57-8130 55-5-55-8120 56-5-56-8100 11-5-05-5400	01094		0 ODELSON & STERK, LTD. LEGAL RR TIF SO BER TIF CERMAK TIF LEGAL EXP	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		866.25	55-5-55-8120			SO BER TIF	
		5940.57	56-5-56-8100			CERMAK TIF	
		6340.75	57-5-57-8130			RR TIF	
		22041.35	11-5-05-5400			LEGL EXP	
		4826.25	57-5-57-8130			RR TIF	
		1423.13	56-5-56-8100			CERMAK TIF	
		1031.25	55-5-55-8120			SO BERWYN TIF	
01	338470	\$170.67	08/05/08	33183		0 OFFICE DEPOT	OUTSTANDING
		170.67	23-5-00-5335			A	
01	338262	\$263.85	07/29/08	00195		0 OFFICE EQUIPMENT SALES	OUTSTANDING
		263.85	32-5-00-5250			A	
01	338252	\$428.30	07/29/08	00034		0 OLE FASHION FOOD SERVICES	OUTSTANDING
		213.70	11-5-11-5300			A	
		143.07	11-5-06-5300			FINANCE	
		71.53	15-5-00-5300			COMM OUT	
01	338384	\$18.60	08/05/08	00203		0 ORKIN PEST CONTROL	OUTSTANDING
		18.60	11-5-23-5300			A	
01	338363	\$70.00	07/31/08	20505		0 OSCAR M.RUVALCABA	OUTSTANDING
		70.00	11-4-00-4220			A	
01	338323	\$200.00	07/31/08	00096		0 PACE VANPOOL	OUTSTANDING
		200.00	15-5-00-5300			A	
01	338506	\$104748.00	08/07/08	01183		0 PARAMEDIC SERVICES OF ILL	OUTSTANDING
		104748.00	11-5-07-5400			A	
01	338455	\$267.30	08/05/08	20488		0 PEARSON EDUCATION	OUTSTANDING
		267.30	23-5-00-5240			A	
01	338313	\$710.00	07/29/08	20494		0 PENN STATE UNIVERSITY	OUTSTANDING
		710.00	11-5-08-5330			A	
01	338316	\$1992.40	07/29/08	32703		0 PERSONALIZED AWARDS	OUTSTANDING
		1992.40	11-5-23-5335			A	
01	338481	\$23550.63	08/07/08	00028		0 PINNER ELECTRIC CO	OUTSTANDING
		23550.63	79-5-00-5520			A	
01	338260	\$1175.00	07/29/08	00166		0 PIONEER RANDUSTRIAL	OUTSTANDING
		1175.00	11-5-23-5500			A	
01	338369	\$206.11	08/05/08	00017		0 PITNEY BOWES, INC.	OUTSTANDING
		55.36	80-5-00-5305			A	

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		150.75	11-5-06-5300			A	
01	338451	\$549.50	08/05/08	01944		0 POSTAGE BY PHONE	OUTSTANDING
		49.50	11-5-23-5305			A	
		500.00	11-5-23-5305			A	
01	338278	\$2076.60	07/29/08	00786		0 PRUDENTIAL INS CO. OF AMERICA	OUTSTANDING
		2076.60	11-2-00-2241			A	
01	338518	\$8888.82	08/07/08	31672		0 RADCO COMMUNICATIONS, INC.	OUTSTANDING
		8888.82	11-5-29-5702			A	
01	338437	\$415.50	08/05/08	01647		0 RANDOM HOUSE, INC.	OUTSTANDING
		415.50	23-5-00-5220			A	
01	338516	\$500.00	08/07/08	20450		0 RAUL CERVANTES	OUTSTANDING
		500.00	11-5-14-5245			A	
01	338295	\$370.00	07/29/08	01304		0 RESTORE BOARD-UP	OUTSTANDING
		370.00	11-5-11-5500			A	
01	338512	\$146.50	08/07/08	01832		0 RESURRECTION HEALTH CARE	OUTSTANDING
		146.50	11-5-07-5330			A	
01	338416	\$290.00	08/05/08	01271		0 RICOH AMERICAS CORP.	OUTSTANDING
		145.00	11-5-23-5300			A	
		145.00	11-5-23-5300			A	
01	338411	\$403.40	08/05/08	01055		0 RIZZA FORD	OUTSTANDING
		103.51	11-5-08-5500			A	
		76.41	11-5-08-5500			A	
		223.48	80-5-00-5500			A	
01	338300	\$9007.26	07/29/08	01839		0 ROBERT R.ANDREAS & SONS	OUTSTANDING
		9007.26	40-5-23-5700			A	
01	338311	\$70.00	07/29/08	20492		0 ROBERTO MARTINEZ	OUTSTANDING
		70.00	11-4-00-4345			A	
01	338264	\$737.61	07/29/08	00280		0 ROSCOE COMPANY	OUTSTANDING
		178.69	11-5-23-5500			A	
		182.22	11-5-23-5335			A	
		105.85	11-5-11-5500			A	
		178.14	11-5-23-5335			A	
		92.71	11-5-11-5500			A	
01	338489	\$81.79	08/07/08	00280		0 ROSCOE COMPANY	OUTSTANDING
		81.79	11-5-07-5500			A	

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338486	\$30.00 30.00	08/07/08 11-5-25-5245	00211		0 S JANTELEZIO INSURANCE CO A	OUTSTANDING
01	338485	\$10222.48 10222.48	08/07/08 80-5-00-5500	00164		0 S-P-D- INCORPORATED A	OUTSTANDING
01	338314	\$617.41 179.68 326.53 25.94 85.26	07/29/08 11-5-23-5335 11-5-23-5335 11-5-23-5335 11-5-23-5215	30617		0 SAM'S CLUB A A SUPP CON	OUTSTANDING
01	338461	\$215.46 215.46	08/05/08 11-5-23-5215	30617		0 SAM'S CLUB A	OUTSTANDING
01	338277	\$10.00 10.00	07/29/08 11-5-07-5300	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	801490	\$75.00 75.00	07/31/08 11-5-07-5300	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	801491	\$75.00 75.00	07/31/08 11-5-07-5300	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	801492	\$29671.00 29671.00	07/31/08 32-5-00-5215	01522		0 SEGUIN SERVICES, INC. A	OUTSTANDING
01	338298	\$2048.75 2048.75	07/29/08 11-5-05-5400	01637		0 SEYFARTH SHAW LLP A	OUTSTANDING
01	338434	\$480.82 480.82	08/05/08 23-5-00-5335	01629		0 SHANE'S OFFICE SUPPLY CO. A	OUTSTANDING
01	338325	\$101.58 101.58	07/31/08 11-5-08-5500	00299		0 SHERWIN WILLIAMS A	OUTSTANDING
01	338386	\$2170.53 2170.53	08/05/08 11-5-20-5300	00299		0 SHERWIN WILLIAMS A	OUTSTANDING
01	338488	\$275.00 275.00	08/07/08 11-5-07-5330	00242		0 SOUTHERN KANE COUNTY TRAINING ASSOCIATION A	OUTSTANDING
01	338495	\$300.00 300.00	08/07/08 11-5-07-5330	00759		0 SOUTHWEST UNITED FIRE DISTRICTS A	OUTSTANDING
01	338409	\$1399.92 1399.92	08/05/08 11-5-20-5500	01000		0 STANDARD EQUIPMENT CO A	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338499	\$264.43 264.43	08/07/08 11-5-07-5300	00892		0 STATE CHEMICAL MANUFACTURING CO A	OUTSTANDING
01	338439	\$649.50 649.50	08/05/08 80-5-00-5505	01751		0 SUBURBAN LABORATORIES, INC. A	OUTSTANDING
01	338291	\$66.57 66.57	07/29/08 11-5-23-5500	01254		0 SUBURBAN TIRE COMPANY A	OUTSTANDING
01	338396	\$31.14 31.14	08/05/08 23-5-00-5210	00471		0 SUPERIOR AWARDS A	OUTSTANDING
01	338493	\$50330.00 50330.00	08/07/08 11-5-29-5702	00501		0 SUTTON FORD A	OUTSTANDING
01	338337	\$330.65 233.65 48.50 48.50	07/31/08 11-5-23-5310 11-5-06-5310 23-5-00-5310	00989		0 T-MOBILE REC COLLECTORS LIBRARY	OUTSTANDING
01	338302	\$1902.00 1902.00	07/29/08 11-5-14-5245	01857		0 T.A. CUMMINGS JR. CO. A	OUTSTANDING
01	338353	\$68.00 68.00	07/31/08 82-5-00-5210	01857		0 T.A. CUMMINGS JR. CO. A	OUTSTANDING
01	338389	\$305.45 305.45	08/05/08 11-5-20-5500	00321		0 TAMERLING INC. A	OUTSTANDING
01	338432	\$1009.00 1009.00	08/05/08 23-5-00-5220	01619		0 TANTOR MEDIA A	OUTSTANDING
01	338340	\$97.50 97.50	07/31/08 11-5-08-5335	01106		0 TARGET AUTO PARTS A	OUTSTANDING
01	338269	\$717.73 717.73	07/29/08 11-5-23-5500	00391		0 TELE-TRON ACE HARDWARE A	OUTSTANDING
01	338392	\$501.50 61.30 350.09 90.11	08/05/08 11-5-20-5500 11-5-23-5500 23-5-00-5335	00391		0 TELE-TRON ACE HARDWARE A A A	OUTSTANDING
01	338491	\$231.18 231.18	08/07/08 11-5-07-5300	00391		0 TELE-TRON ACE HARDWARE A	OUTSTANDING
01	338505	\$3002.25	08/07/08	01181		0 TESTING SERVICE CORP.	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		3002.25	40-5-00-5609			A	
01	338349	\$508.63 508.63	07/31/08 11-5-08-5325	01706		0 TEXOR PETROLEUM COMPANY A	OUTSTANDING
01	338447	\$92.18 92.18	08/05/08 23-5-00-5220	01929		0 THE AV CAFE A	OUTSTANDING
01	338477	\$50.00 50.00	08/05/08 23-5-00-5215	37469		0 THE GREEK STAR A	OUTSTANDING
01	338285	\$108.76 108.76	07/29/08 23-5-00-5335	01134		0 THE LIBRARY STORE A	OUTSTANDING
01	338413	\$391.80 391.80	08/05/08 23-5-00-5335	01134		0 THE LIBRARY STORE A	OUTSTANDING
01	338400	\$146.00 31.00 115.00	08/05/08 23-5-00-5335 15-5-00-5215	00591		0 THE SIGN EDGE A A	OUTSTANDING
01	338433	\$448.95 448.95	08/05/08 23-5-00-5210	01627		0 THE STREET.COM A	OUTSTANDING
01	338289	\$107.00 107.00	07/29/08 11-5-11-5300	01220		0 THOMPSON ELEVATOR INSPECTION SERVICE INC. A	OUTSTANDING
01	338307	\$375.00 375.00	07/29/08 11-5-04-5205	20126		0 TOM DAY A	OUTSTANDING
01	338419	\$1003.12 65.40 114.95 136.87 11.24 80.78 189.84 294.77 109.27	08/05/08 11-5-08-5500 11-5-07-5500 11-5-07-5500 11-5-07-5500 11-5-20-5500 11-5-08-5500 80-5-00-5500 11-5-08-5500	01364		0 TRYAD AUTOMOTIVE A A A A A A WD A	OUTSTANDING
01	338351	\$50.18 27.22 22.96	07/31/08 11-5-11-5305 11-5-08-5305	01750		0 UNITED PARCEL SERVICE A A	OUTSTANDING
01	338304	\$19.00 19.00	07/29/08 11-2-00-2252	10006		0 UNITED WAY OF BERWYN A	OUTSTANDING
01	338380	\$135.85	08/05/08	00165		0 UPSTART INC	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		135.85	23-5-00-5250			A	
01	338504	\$449.60 449.60	08/07/08 11-5-07-5300	01171		0 US GAS A	OUTSTANDING
01	338452	\$85.00 85.00	08/05/08 11-5-01-5210	20038		0 VARSITY CALENDAR CO. A	OUTSTANDING
01	338497	\$578.55 578.55	08/07/08 11-4-07-4381	00767		0 VCG UNIFORM/CARLSON MURRAY A	OUTSTANDING
01	338462	\$50.00 50.00	08/05/08 11-5-06-5310	31245		0 VERIZON WIRELESS A	OUTSTANDING
01	338333	\$69.95 69.95	07/31/08 11-5-08-5300	00698		0 WALGREENS CO. A	OUTSTANDING
01	338366	\$12440.00 12440.00	07/31/08 55-5-55-8120	37369		0 WALKER PARKING CONSULTANTS A	OUTSTANDING
01	338256	\$1660.56 149.31 262.65 43.66 50.28 5.79 48.69 19.46 647.12 433.60	07/29/08 11-5-23-5335 11-5-06-5300 32-5-00-5300 11-5-06-5300 11-5-23-5300 32-5-00-5300 32-5-00-5300 11-5-23-5335 11-5-06-5300	00069		0 WAREHOUSE DIRECT A A A A A A A A A A	OUTSTANDING
01	338321	\$4044.53 7.34 130.97 75.33 157.08 16.51 16.31 156.05 391.27 278.30 284.30 798.58 782.40 44.86 1.02 4.18 852.90	07/31/08 11-5-02-5300 32-5-00-5300 11-5-06-5300 11-5-05-5300 11-5-20-5300 11-5-02-5300 32-5-00-5300 11-5-20-5300 11-5-11-5300 11-5-11-5300 11-5-07-5300 11-5-11-5300 32-5-00-5300 32-5-00-5300 32-5-00-5300 11-5-11-5300	00069		0 WAREHOUSE DIRECT A A A A A A A A A A A A A A A A A	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		47.13	11-5-02-5300			A	
01	338322		07/31/08	00069		0 UNISSUED	UNISSUED
01	338483	\$1292.18	08/07/08	00069		0 WAREHOUSE DIRECT	OUTSTANDING
		32.89	11-5-20-5300			A	
		510.29	11-5-23-5335			A	
		4.07	11-5-20-5300			A	
		60.19	11-5-20-5300			A	
		373.87	32-5-00-5300			A	
		76.32	11-5-02-5300			A	
		20.50	11-5-01-5300			A	
		39.10	11-5-23-5335			A	
		154.55	32-5-00-5300			A	
		20.40	11-5-01-5300			A	
01	338436	\$50966.82	08/05/08	01641		0 WARREN OIL COMPANY	OUTSTANDING
		350.24	80-5-00-5325			METER READ	
		2393.03	11-5-11-5325			BUILDING INSP	
		7676.98	11-5-20-5325			PW	
		795.18	11-5-23-5325			REC	
		24835.61	11-5-08-5325			POLICE	
		7642.51	11-5-07-5325			FIRE	
		267.45	11-5-20-5325			DIST 98	
		1167.17	11-5-20-5325			DIST 100	
		5729.66	11-5-20-5325			MORTON	
		108.99	11-5-20-5325			HEALTH	
01	338422	\$328460.30	08/05/08	01431		0 WASTE MANMAGEMENT ILLINOIS-METRO	OUTSTANDING
		328460.30	11-5-24-5210			A	
01	338268	\$46.00	07/29/08	00377		0 WATER ONE	OUTSTANDING
		46.00	11-5-11-5300			A	
01	338326	\$59.25	07/31/08	00377		0 WATER ONE	OUTSTANDING
		24.75	11-5-06-5300			A	
		34.50	11-5-08-5300			A	
01	338510	\$6664.48	08/07/08	01441		0 WEIMER MACHINE	OUTSTANDING
		6664.48	11-5-07-5300			A	
01	338261	\$16327.00	07/29/08	00180		0 WEST CENTRAL MUNICIPAL CONFERE	OUTSTANDING
		16327.00	11-5-14-5225			A	
01	338379	\$2262.99	08/05/08	00163		0 WESTERN REMAC INC.	OUTSTANDING
		159.39	11-5-20-5300			PW	
		2103.60	51-5-00-5661			POLICE DEPT	

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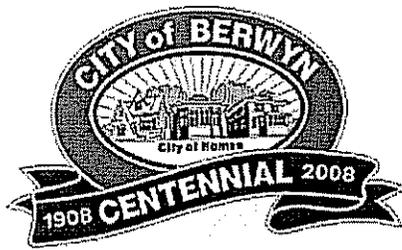
BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	338388	\$42.29 42.29	08/05/08 11-5-08-5500	00306		0 WHOLESALE DIRECT INC. A	OUTSTANDING
01	338359	\$210.00 210.00	07/31/08 11-5-11-5300	20498		0 WILLIAM SMITH A	OUTSTANDING
01	338442	\$631.15 138.95 184.90 307.30	08/05/08 11-5-23-5335 23-5-00-5335 11-5-23-5335	01803		0 ZEE MEDICAL, INC. A A A	OUTSTANDING
TOTAL # OF ISSUED CHECKS:			275	TOTAL AMOUNT:		1836399.83	
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF UNISSUED CHECKS:			1				

FUND TOTALS

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FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
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011	GENERAL FUND	1,330,371.72	0.00
015	COMMUNITY OUTREACH FUND	4,730.63	0.00
023	LIBRARY FUND	28,257.24	0.00
032	CDBG PROJECT FUND	96,958.31	0.00
040	CAPITAL PROJECTS FUND	60,786.25	0.00
051	MISC GRANT FUND	2,103.60	0.00
055	SOUTH BERWYN CORRIDOR TIF FUND	23,752.25	0.00
056	CERMAK TIF DISTRICT	77,437.94	0.00
057	ROOSEVELT TIF FUND	18,875.25	0.00
058	OGDEN AVE. TIF DISTRICT	16,250.00	0.00
065	INFRASTRUCTURE BOND FUND	12,225.24	0.00
079	MOTOR FUEL TAX	103,613.56	0.00
080	WATER AND SEWER	23,872.51	0.00
082	COB LIABILITY FUND	37,165.33	0.00
		=====	=====
	TOTAL -	1,836,399.83	0.00

**Michael A. O'Connor**  
Mayor



**Debi Suchy**  
City Collector

**A Century of Progress with Pride**

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

August 5, 2008

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which have been issued for the month of July, 2008, by the Collector's Office. Included are storefronts, office phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review along with businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Debi B. Suchy  
City Collector  
DBS/sb

**BERWYN BUSINESSES - LICENSED IN JULY, 2008 (STOREFRONTS)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Plaza Photograpy	6920 W. Cermak Road	Rosita Plaza	Photography Studio (708) 637-4111
Forever Haunted Tattoo	6337 W. 26th Street	Miguel E. Fuentes	Body Art (708) 637-4181
Reyes Communications	6338 W. 26th Street	Irma Reyes	Communication Sales/Service (&08) 749-1909
Botanical Boco, Inc.	2617 S. Ridgeland Avenue	Dalia & Jenniver Zamora	Religious Goods (708) 502-0434

**BERWYN BUSINESSES - LICENSED IN JULY, 2008 ( PHONE USE ONLY)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Multifait Construction	7102 W. 28th Street	Marek Milfait	Contractor (General) (708) 243-2954
Martinez Concrete & Construction	1325 S. Grove Avenue	Gustavo & Hector Martinez	Contractor (Cement) (708) 769-5192
Sergio C. Morales	3314 S. Clinton Avenue	Sergio C. Morales	Contractor (General) (708) 610-0081

**BUSINESS LICENSES ISSUED FOR JULY, 2008  
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
L. N. D. Electric Co.	9500 Avenue L, Chicago	L. N. D. Electric Co.	Contractor (Electrical)
N & B Electric, Inc.	18W277 Holly, Darien	N & B Electric, Inc.	Contractor (Electrical)
New Bescor, Inc.	1191 Higgins Rd., Elk Grove	New Bescor, Inc.	Contractor (Electrical)
Osceola Fence Corp.	3939 Dickens, Chicago	Osceola Fence Corporation	Contractor (Fence)
Innovative Const. Serv.	1444 Lake Street, Chicago	Innovative Construction Serv., Inc	Contractor (General)
Parisi Bros Tuckpointing	7550 Foster, Chicago	Parisi Bros Tuckpointing, Inc.	Contractor (General)
The Pro's Service Depot	4105 St. Charles Rd., Bellwood	The Pro's Service Depot	Contractor (General)
Stojak Bros. Construction	14115 Chockasow, Homer Glen	Stojak Bros., Construction, Inc.	Contractor (General)
W. G. General Contractor	8025 Nora, Niles	W. G. General Contractors, Inc.	Contractor (General)
Monarch HVAC	460 Lake Street, Roselle	Monarch HVAC, Inc.	Contractor (HVAC)
Real Construction HVAC	508 Villa, Elgin	Abel Real Nunez	Contractor (HVAC)
O. V. Construction	7820 Kenneth, Skokie	Alex Vidican	Contractor (Handyman)
J. P. Phillips, Inc.	3220 Wolf, Franklin Park	J. P. Phillips, Inc.	Contractor (Lath,Plaster,Drywall)
Borek Renovation	17W067 White Pine, Bensenville	Borek Corporation	Contractor (Masonry)
Louder Enterprises	6700 Lorraine, Countryside	Louder Enterprises, Inc.	Contractor (Masonry)
R. J. Sharry & Sons	173 Willow, Willow Springs	R. J. Sharry & Sons, Inc.	Contractor (Masonry)
High Standard	28W580 High Lake, West Chicago	High Standard Services	Contractor (Paving)
A M Services, Inc.	10402 Preston, Westchester	A M Services, Inc.	Contractor (Plumbing)
Aquarius Plumbing, Inc.	406 Marion, Prospect Hgts	Aquarius Plumbing, Inc.	Contractor (Plumbing)
Dan Reeg Plumbing	42 Park, River Forest	Dan Reeg Plumbing, LTD.	Contractor (Plumbing)
Pinnacle Roof Systems	25502 Ruff St., Plainfield	Pinnacle Roof Systems, LLC	Contractor (Roofing)
Rooftech Systems, inc.	402 Maple, Darien	Rooftech Systems, Inc.	Contractor (Roofing)
Western States Constr.	313 Siegmund, Joliet	Western States Constr., Inc.	Contractor (Roofing)
SCS Hauling & Disposal	10031 Roosevelt, Westchester	SCS Hauling & Disposal, LLC	Contractor (Scavenger)
B & P Quality Constr.	8223 Meade, Burbank	B & P Quality Constr., Inc.	Contractor (Sheet Metal)
Perez Landscaping	437 Montana, Glendale Hgts	Isidro Perez	Contractor (Tree Serv., Landscaping)
Felipe's Tuckpointing	8707 Plainfield, Lyons	Felipe Cedillo	Contractor (Tuckpointing)
M & R Demolition	5300 Lawndale, McCook	M & R Delomition, Inc.	Contractor (Wrecking/Demolition)

***Application Review***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Alpha C.N.C. Group, Inc.</i></b>			<b>(630) 514-7368</b>	<b>10251</b>
1330 S. Home Avenue	Berwyn IL 60402	4/15/2008		
<b><i>Aquapura, Inc.</i></b>	<b><i>Suite E</i></b>		<b>(708) 749-7962</b>	<b>10355</b>
6616 W. Cermak Road	Berwyn IL 60402	5/30/2008		
<b><i>Bodhi Thai Bistro</i></b>				<b>9936</b>
6211 W. Roosevelt Road	Berwyn IL 60402	9/13/2007		
<b><i>C. F. Wood, LLC</i></b>			<b>(708) 484-9510</b>	<b>10051</b>
3208 S. Grove Avenue	Berwyn IL 60402	11/7/2007		
<b><i>Campos Auto Wholesalers</i></b>			<b>(708) 743-4295</b>	<b>10151</b>
3134 S. Highland Avenue	Berwyn IL 60402	2/20/2008		
<b><i>Comfort Kings</i></b>			<b>(708)</b>	<b>10375</b>
6243 W. Cermak Road	Berwyn IL 60402	6/13/2008		
<b><i>Dos Hermanos Food Service</i></b>			<b>(708) 749-1870</b>	<b>10172</b>
2532 S. Grove Avenue	Berwyn IL 60402	2/28/2008		
<b><i>Flores and Flores Law, LLC</i></b>			<b>(708)</b>	<b>10384</b>
2209-11 S. Highland Avenue	Berwyn IL 60402	6/20/2008		
<b><i>Four R Entertainment</i></b>			<b>(708) 484-4275</b>	<b>9926</b>
3341 S. Highland Avenue	Berwyn IL 60402	9/7/2007		
<b><i>La Media Cancha</i></b>			<b>(708) 788-1208</b>	<b>10222</b>
7003 W. 16th Street	Berwyn IL 60402	3/28/2008		
<b><i>La Z de Oro</i></b>			<b>(708) 788-7602</b>	<b>10357</b>
6241 W. Cermak Road	Berwyn IL 60402	5/30/2008		
<b><i>Los 2 Panchos Lounge</i></b>			<b>(708)</b>	<b>10241</b>
6207 W. Roosevelt Road	Berwyn IL 60402	4/9/2008		
<b><i>Paris Perfume Outlet, Inc.</i></b>			<b>(708)</b>	<b>10096</b>
6218 W. Cermak Road	Berwyn IL 60402	12/13/2007		
<b><i>Stephen J. Grud, DDS., M.S., LTD.</i></b>			<b>(708) 484-7453</b>	<b>10215</b>
7024-26 W. Cermak Road	Berwyn IL 60402	3/25/2008		
<b><i>The Flamingo Café</i></b>			<b>(708)</b>	<b>10324</b>
6401 W. 16th Street	Berwyn IL 60402	5/13/2008		
<b><i>Wings Fire House</i></b>			<b>(708) 484-8100</b>	<b>10205</b>
6535 W. Cermak Road	Berwyn IL 60402	3/19/2008		
<b>Total Businesses . . . . .</b>				<b>16</b>

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Camipewe Industries</i></b>			<b>(773) 615-9945</b>	<b>10433</b>
6835 W. Cermak Road Berwyn	IL 60402	7/18/2008		
<b><i>Cermak &amp; Home Currency Exchange</i></b>			<b>(708) 749-1722</b>	<b>123</b>
6946-48 W. Cermak Road Berwyn	IL 60402	2/21/2008		
<b><i>Golden Homes Real Estate, Inc.</i></b>			<b>(708)</b>	<b>10319</b>
6705 W. 26th Street Berwyn	IL 60402	6/23/2008		
<b><i>Learn &amp; Grow Childcare &amp; Development Ctr</i></b>			<b>(708) 749-8730</b>	<b>10978</b>
7115 W. Roosevelt Road Berwyn	IL 60402	7/23/2008		
<b><i>LeRouge</i></b>			<b>(773) 718-8763</b>	<b>10206</b>
6805 W. Ogden Avenue Berwyn	IL 60402	7/9/2008		
<b><i>Lion's Karate School, Inc.</i></b>			<b>(708) 484-7555</b>	<b>10252</b>
6811 W. Roosevelt Road Berwyn	IL 60402	7/23/2008		
<b><i>The Hallberg &amp; Gonzalez Agency</i></b>	<b><i>Allstate Insurance Office</i></b>		<b>(708) 788-4900</b>	<b>10979</b>
1227 S. Harlem Avenue Berwyn	IL 60402	7/23/2008		
<b><i>USA Insurance Brokers</i></b>			<b>(708) 788-8822</b>	<b>9521</b>
6807 W. Roosevelt Road Berwyn	IL 60402	1/19/2007		
<b><i>Yuritz RC Landscaping</i></b>			<b>(708)</b>	<b>10353</b>
7030-32 W. Pershing Road Berwyn	IL 60402	7/9/2008		
<b>Total Businesses . . . . .</b>				<b>9</b>

**Michael A. O'Connor**  
Mayor



**Daniel J. LeBeau**  
Building Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427  
www.berwyn-il.gov

August 8, 2008

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

**Re: Building and Local Improvement Permits**

**Gentlemen:**

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of July, 2008 along with a copy of Permit Statistics for this same period.

Respectfully,

*Daniel LeBeau*  
Daniel LeBeau, Director  
Building Department

DL:cr  
Encs.

# Permits Issued By The Building Department

Thursday, August 07, 2008

Between: 7/1/2008 And 7/31/2008

<u>Building</u>	Permits Issued: 9	Cost of Improvements: \$35,528.00
<u>Dumpster</u>	Permits Issued: 14	Cost of Improvements: \$700.00
<u>Electrical</u>	Permits Issued: 38	Cost of Improvements: \$47,363.00
<u>Fence</u>	Permits Issued: 31	Cost of Improvements: \$46,342.00
<u>Garage</u>	Permits Issued: 7	Cost of Improvements: \$63,952.00
<u>HVAC</u>	Permits Issued: 20	Cost of Improvements: \$84,638.00
<u>Local Improvement</u>	Permits Issued: 272	Cost of Improvements: \$1,140,269.96
<u>Plumbing</u>	Permits Issued: 33	Cost of Improvements: \$37,241.42
<u>POD</u>	Permits Issued: 4	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 79	Cost of Improvements: \$293,661.00
<u>Sign</u>	Permits Issued: 5	Cost of Improvements: \$88,200.00
	<b>Total Permits: <u>512</u></b>	<b>Total Improvements: <u>\$1,837,895.38</u></b>

## Fees Collected

Backfill Inspection	\$270.00
Building Permit	\$280.00
Local Improvement Permit	\$15,771.00

# Permits Issued By The Building Department

Thursday, August 07, 2008

Between: 7/1/2008 And 7/31/2008

Electrical Fees	\$1,175.00
Electrical Inspection	\$3,760.00
Signs	\$1,500.00
Footing Inspection	\$205.00
Framing Inspection	\$2,135.00
Inspection	\$2,840.00
Fence Fees	\$800.00
Foundation Inspection	\$125.00
Plumbing Fees	\$675.00
Plumbing Inspection	\$3,040.00
Plumbing Inspection (Underground)	\$210.00
Post Hole Inspection	\$1,430.00
HVAC Permit	\$1,645.00
HVAC Inspection	\$875.00
Service Charge	\$1,980.00
Insulation/Fire Stopping Inspection	\$310.00
Demolition Fees	\$210.00
Dumpster	\$1,500.00
POD	\$125.00
Parkway Use	\$50.00
Parkway Inspection	\$60.00
Pre-Pour Inspection	\$1,890.00
Slab Inspection	\$125.00
Fine - Working Without Permit	\$5,050.00
Fine - (Misc)	\$100.00
Roof Covering Fees	\$4,085.00
Garage Permit	\$375.00
<b>Total Fees Collected . . . . .</b>	<b>\$52,596.00</b>

# Report Of Building Permits Issued By The City Of Berwyn

Monday, August 04, 2008

Between: 7/1/2008 And 7/31/2008

Name and Address			Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Alice & Jon Freidman	1628 S. Clarence Avenue	DEMOLISH OLD GARAGE AND BUILD NEW DET FRAME GARAGE 22 X 22 X 13 H WITH 6 FT ROOFED OVER PATIO	7/2/2008	Gar-B 7156-0	\$14,835.00	\$220.00
Miguel & Martha Prado	1515 S. Wesley Avenue	CONSTRUCT 18' X 22' DETACHED FRAME GARAGE WITH ELECTRICAL.	7/9/2008	Gar-B 7157-0	\$10,000.00	\$265.00
Christopher & Doris Dominic	3441 S. Maple Avenue	DEMO EXISTG GARAGE AND BUILD NEW 22X22 FRAME GARAGE	7/9/2008	Bldg-B 7158-0	\$14,528.00	\$190.00
Jesus & Elva Buenrostro	1440 S. Clarence Avenue	BUILD DETACHED GARAGE 20' X 20' X 12' INCLUDING PATIO 20' X 6' IN FRONT OF GARAGE.	7/14/2008	Gar-B 7159-0	\$11,000.00	\$225.00
Antonio Mendoza	3719 S. Cuyler Avenue	ATF: ATTIC DORMER TO INCLUDE 2 BEDROOMS & 1 BATHROOM. ADD STAIRS FROM ATTIC TO LVG ROOM - UPGRADE ELECTRIC	7/21/2008	Bldg-B 7161-0	\$5,000.00	\$1,375.00
Michael and Kathryn O'Connor	1512 S. Elmwood Avenue	DORMER ADDITION: SHELL ONLY (FOR FUTURE BATHROOM ADDN) NO PLUMBING OR ELEC ON THIS PERMIT	7/23/2008	Bldg-B 7162-0	\$16,000.00	\$665.00
Linda Dukes	3205 S. Ridgeland Avenue	DEMO AND BUILD A NEW 20' X 22' X 12' GARAGE.	7/28/2008	Gar-B 7163-0	\$12,995.00	\$220.00
Richard Leja	3225 S. Wisconsin Avenue	BUILD 22' X 22 X 13'6" GARAGE. REMOVE/REPLACE DRIVEWAY FROM END OF HOUSE TO ALLEY, WALK FROM DRIVEWAY TO HOUSE.	7/31/2008	Gar-B 7164-0	\$14,122.00	\$195.00
Maria Casanova	2744 S. Oak Park Avenue	RE-ISSUE OF EXPIRED PERMIT TO INCLUDE FINAL ELECTRICAL AND FINAL FRAMING INSPECTION.	7/24/2008	Gar-R 6553-1	\$0.00	\$60.00
M. & Bain S. Lostumbo	6827 W. 31st Street	PRE INSPECTION BY DON MORRIS - ROUGH FRAMING AND PLAN REVIEW INVOLVING ANGLE IRON & TEMPERED GLASS	7/14/2008	Bldg-R 7037-3	\$0.00	\$115.00
Praxedis Arteaga	3746 S. Kenilworth Avenue	ROUGH PLUMBING, ELECTRICAL AND FRAMING RE-INSPECTION.	7/3/2008	Bldg-R 7089-1	\$0.00	\$150.00
Oliver Mendoza	3827 S. Cuyler Avenue	FINAL PLUMBING INSPECTION.	7/21/2008	Bldg-R 7091-1	\$0.00	\$30.00
Francisco Castellanas	2328 S. Scoville Avenue	ELECTRIC CORRECTION & RE INSPECTION	7/21/2008	Bldg-R 7092-1	\$0.00	\$50.00
Ramon A. & Yolanda Prieto	6211 W. Roosevelt Road	PRE-POUR RE-INSPECTION OF SLAB	7/18/2008	Bldg-R 7129-1	\$0.00	\$125.00
Donnie Garcia	2431 S. Euclid Avenue	REISSUE OF PERMIT IN INCLUDE SEPARATE INSPECTION FOR ATTIC - TO INCLUDE ROUGH ELECTRICAL AND ROUGH FRAMING INSPECTIONS	7/22/2008	Bldg-R 7136-2	\$0.00	\$80.00
Raul Gallardo	3534 S. Gunderson Avenue	RE-ISSUE OF GARAGE PERMIT TO INCLUDE SIDEWALKS FROM FRONT OF HOUSE TO ALLEY.	7/1/2008	Gar-R 7144-1	\$1,000.00	\$30.00

# Report Of Building Permits Issued By The City Of Berwyn

Monday, August 04, 2008

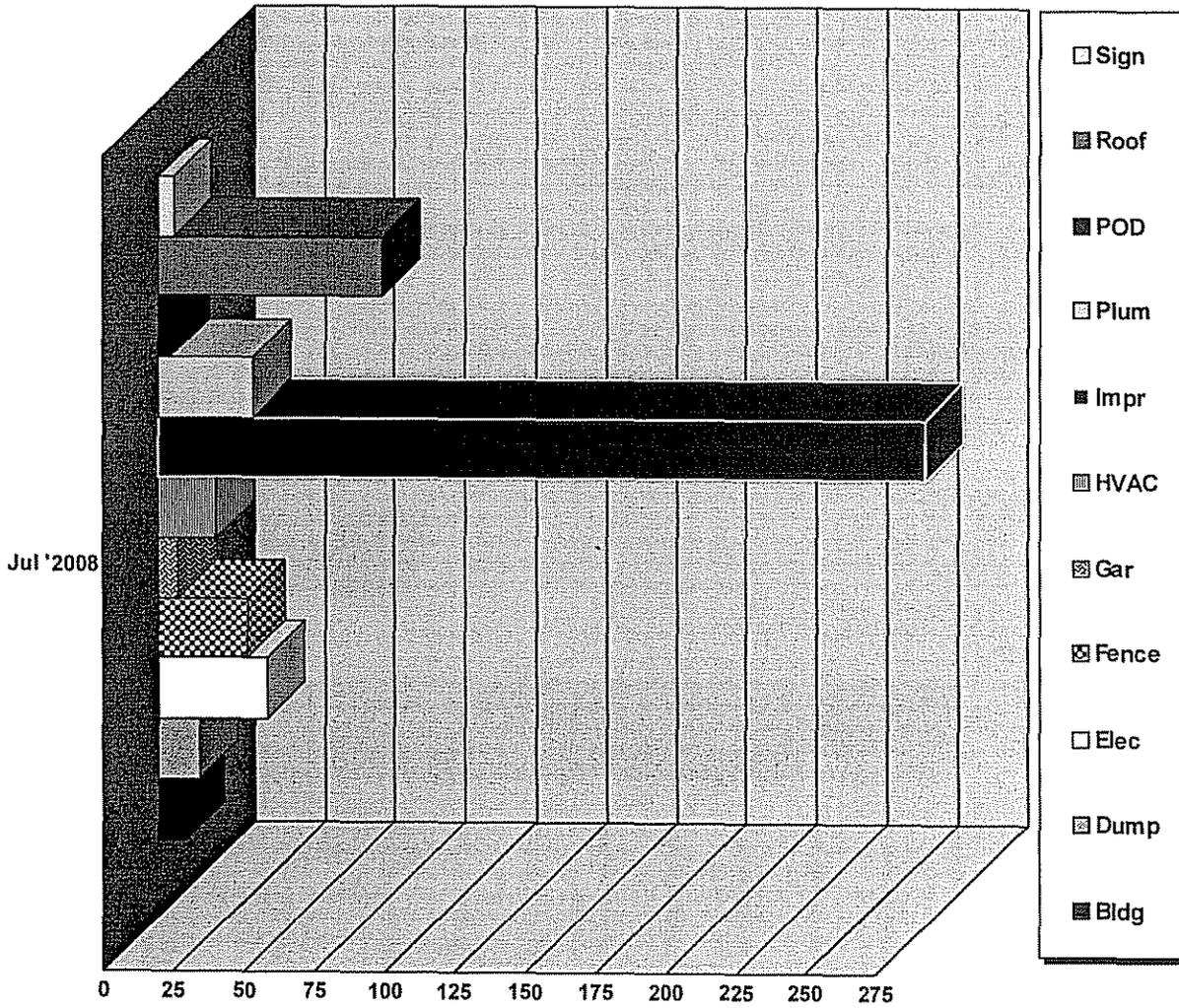
Between: 7/1/2008 And 7/31/2008

<i>Name and Address</i>	<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
16 <i>Building Permits Issued During Period</i>	<i>Totals . . . . .</i>		<u>\$99,480.00</u>	<u>\$3,995.00</u>

# Permits Issued

Thursday, August 7, 2008 4:13 PM

For Period Beginning 7/1/2008 And Ending 7/31/2008



## Permit Detail

2008	July	Bldg	9
2008	July	Dump	14
2008	July	Elec	38
2008	July	Fence	31
2008	July	Gar	7
2008	July	HVAC	20
2008	July	Impr	272
2008	July	Plum	33
2008	July	POD	4
2008	July	Roof	79
2008	July	Sign	5

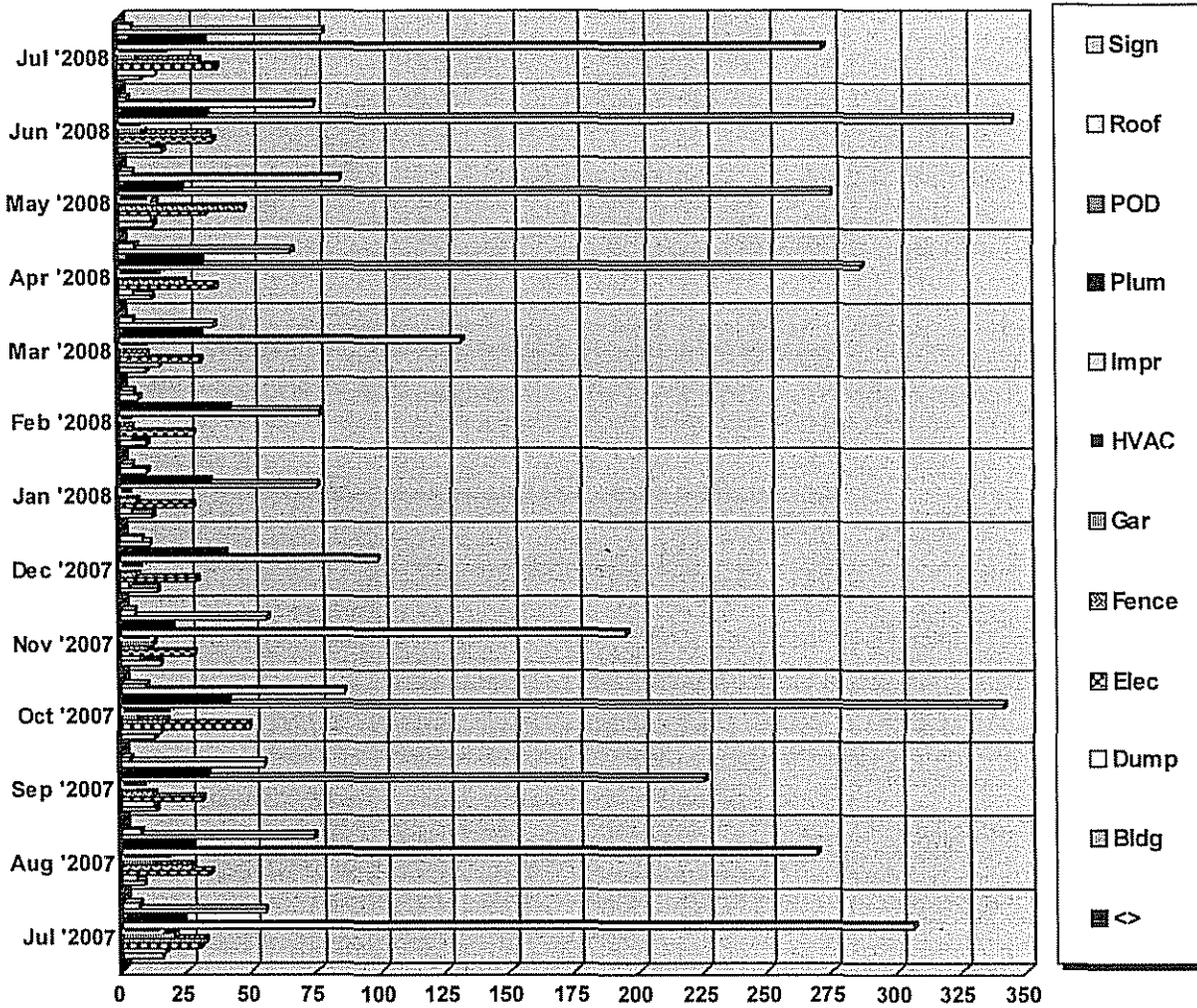
512

**Total Permits Issued 512**

# Permits Issued

Thursday, August 7, 2008 4:13 PM

For Period Beginning 7/1/2007 And Ending 7/31/2008



## Permit Detail

2008	July	Bldg	9
2008	July	Dump	14
2008	July	Elec	38
2008	July	Fence	31
2008	July	Gar	7
2008	July	HVAC	20
2008	July	Impr	272
2008	July	Plum	33
2008	July	POD	4
2008	July	Roof	79
2008	July	Sign	5

512

2008	May		1
2008	May	Bldg	13
2008	May	Dump	12
2008	May	Elec	33
2008	May	Fence	48
2008	May	Gar	14
2008	May	HVAC	11
2008	May	Impr	275
2008	May	Plum	24
2008	May	POD	2
2008	May	Roof	85
2008	May	Sign	5

523

2008	June	Bldg	17
2008	June	Dump	12
2008	June	Elec	36
2008	June	Fence	35
2008	June	Gar	9
2008	June	HVAC	9
2008	June	Impr	345
2008	June	Plum	34
2008	June	POD	1
2008	June	Roof	75
2008	June	Sign	3

576

2008	April		1
2008	April	Bldg	12
2008	April	Dump	5
2008	April	Elec	37
2008	April	Fence	25
2008	April	Gar	3
2008	April	HVAC	17
2008	April	Impr	287
2008	April	Plum	32
2008	April	POD	3
2008	April	Roof	66
2008	April	Sign	6

494

Permit Detail

2008	March		1
2008	March	Bldg	10
2008	March	Dump	15
2008	March	Elec	31
2008	March	Fence	10
2008	March	Gar	1
2008	March	HVAC	11
2008	March	Impr	132
2008	March	Plum	31
2008	March	POD	1
2008	March	Roof	36
2008	March	Sign	5

284

2008	February	Bldg	10
2008	February	Dump	4
2008	February	Elec	28
2008	February	Fence	4
2008	February	Gar	1
2008	February	HVAC	5
2008	February	Impr	77
2008	February	Plum	42
2008	February	Roof	7
2008	February	Sign	5

183

2008	January	Bldg	12
2008	January	Dump	4
2008	January	Elec	28
2008	January	Fence	6
2008	January	Gar	3
2008	January	HVAC	5
2008	January	Impr	76
2008	January	Plum	34
2008	January	Roof	10
2008	January	Sign	4

182

2007	December	Bldg	14
2007	December	Dump	3
2007	December	Elec	29
2007	December	Fence	6
2007	December	Gar	5
2007	December	HVAC	9
2007	December	Impr	99
2007	December	Plum	40
2007	December	Roof	11
2007	December	Sign	8

224

2007	November	Bldg	15
2007	November	Dump	7
2007	November	Elec	28
2007	November	Fence	10
2007	November	Gar	12
2007	November	HVAC	11
2007	November	Impr	195
2007	November	Plum	19
2007	November	Roof	56
2007	November	Sign	5

358

2007	October	Bldg	13
2007	October	Dump	15
2007	October	Elec	49
2007	October	Fence	17
2007	October	Gar	6
2007	October	HVAC	19
2007	October	Impr	341
2007	October	Plum	41
2007	October	Roof	86
2007	October	Sign	9

596

2007	September	Bldg	13
2007	September	Dump	12
2007	September	Elec	31
2007	September	Fence	12
2007	September	Gar	6
2007	September	HVAC	10
2007	September	Impr	225
2007	September	Plum	33
2007	September	POD	1
2007	September	Roof	55
2007	September	Sign	3

401

2007	August	Bldg	8
2007	August	Dump	5
2007	August	Elec	34
2007	August	Fence	27
2007	August	Gar	12
2007	August	HVAC	19
2007	August	Impr	269
2007	August	Plum	27
2007	August	Roof	74
2007	August	Sign	7

482

2007	July	Bldg	15
2007	July	Dump	16
2007	July	Elec	30
2007	July	Fence	32
2007	July	Gar	20
2007	July	HVAC	14
2007	July	Impr	306
2007	July	Plum	23
2007	July	POD	1
2007	July	Roof	55
2007	July	Sign	6

518

*Permit Detail*

**Total Permits Issued**      **5333**

Michael A. O'Connor  
Mayor



Thomas Day  
Fifth Ward Alderman  
(708) 484-9092  
[Tomjday@sbcglobal.net](mailto:Tomjday@sbcglobal.net)

K-5

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

July 22, 2008

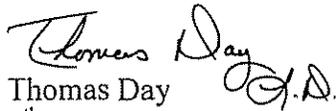
Honorable Mayor Michael A. O'Connor and  
Members of the Berwyn City Council

Re: Handicap Sign Request  
1431 S. Ridgeland Ave.

Mayor and City Council Members:

I concur with the investigating officer's recommendation in the attached Handicap application to APPROVE the request.

Sincerely,

  
Thomas Day  
5<sup>th</sup> Ward Alderman



We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

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

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

**DATE:**      July 21, 2008

**RE:            HANDICAPPED SIGN FOR: Marina C. Magbanua    #564**

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

1431 S. Ridgeland Ave.

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

**cc:    ALDERMAN Tom Day**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 07-18-2008

Application #: 564

Name of Applicant: Marina C Magbanua

Address: 1431 S Ridgeland Ave. Berwyn, IL 60402

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-09663		

**Recommendation:** APPROVE  DENY  Reporting Officer: M. Schwanderlik #252

Comments:

Alderman:

Ward:



THE CITY OF BERWYN, ILLINOIS

6/18/08  
SB

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

MARINA C. MAGBANUA  
(Name of Handicapped Person)

1431 S. RIDGELAND AVE.  
(Address of Handicapped Person)

MARINA C. MAGBANUA  
(Name of Applicant)

(Phone Number of Handicapped Person)

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

MARINA C. MAGBANUA  
(Signature of Applicant)

5/31/08  
(Date)

PHYSICIANS STATEMENT  
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

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

(Print - Name of Physician)

(Print - Address of Physician)

(Signature of Physician)

(Physicians Phone #)  
(Date) 6/5/08

Handicapped State Plate #

Vehicle Tag # Year 1999

Regular State Plate #

Handicap State Card # AC37279

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

# Berwyn Police Department - Incident Report

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

Incident#: 08-09663

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 08-09663
WHEN REPORTED 07/14/2008 12:31	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1431 S RIDGELAND AV BERWYN, IL 60402		HOW RECEIVED
TIME OF OCCURRENCE 07/14/2008 12:31	STATUS CODE (09) Administratively Closed		STATUS DATE 07/14/2008

INVOLVED ENTITIES							
NAME MAGBANUA, MARINA C		DOB	AGE	ADDRESS 1431 S RIDGELAND AV BERWYN, IL 60402			
SEX F	RACE 1	HGT	WGT	HAIR	EYES	PHONE	
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #	

INVOLVED VEHICLES					
VEHPLATE #	STATE IL	TYPE		INVOLVEMENT	VIN #
YEAR 1999	MAKE Chevrolet	MODEL	COLOR	COMMENTS	

Berwyn Police Department - Incident Report

NARRATIVES			
PRIMARY NARRATIVE			
<p>In Summary:</p> <p>Marina C Magbanua suffers from . Marina does not drive and is transported to doctors appointments by a family member. Marina is the owner of the residence. There is a two car garage on the property which is used to park the family vehicles in. Marina related that she has difficulty using the rear stairs of the residence and walking the distance to the garage especially in the winter. Marina is requesting handicapped signs placed in front of the residence for safety reasons due to On street parking being limited during school hours / days and Ridgeland Ave being a heavily traveled roadway being used by both cars and trucks.</p> <p>A/o noted limited on street parking at the time of the interview. The above residence is located in the area of Havlicek School 6401 W 15th street. A/o also noted a narrow wooden stairway leading out the rear of the residence towards the garage. Traffic during the day is at times moderate to heavy along Ridgeland Ave with a mix of cars, SUV's as well as larger delivery type trucks. Marina uses a cane to assist her with walking.</p> <p>For the above listed reasons this officer feels that this application should be approved at this time.</p> <p>Nothing further to report.</p>			
REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #



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 22, 2008

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

Re: Handicap Sign Request #566  
1901 S. Wenonah Ave.

Dear Members:

I hereby concur with the investigating officer's recommendation in the attached Handicap application to **DENY** the request.

Respectfully,

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

RJL:gal



# BERWYN POLICE DEPARTMENT



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

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

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

**DATE:**      July 21, 2008

**RE:            HANDICAPPED SIGN FOR: Atigje Dzambazi # 566**

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

1910 S. Wenonah Ave.

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

**cc: ALDERMAN Robert Lovero**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 07-18-2008

Application #: 566

Name of Applicant: Atigje Dzambazi

Address: 1910 S Wenonah Ave. Berwyn, IL 60402

Telephone: --

Nature of Disability: .....

<u>Information</u>	<u>YES</u>	<u>NO</u>	<u>Information</u>	<u>YES</u>	<u>NO</u>
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 08-09881		

**Recommendation:** APPROVE  DENY  Reporting Officer: M. Schwanderlik #252

Comments:

Alderman:

Ward:



# Berwyn Police Department - Incident Report

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

Incident#: 08-09881

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # / DOT # 08-09881
WHEN REPORTED 07/18/2008 12:11	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1910 S WENONAH AV BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 07/18/2008 12:11		STATUS CODE (09) Administratively Closed	STATUS DATE 07/18/2008

**INVOLVED ENTITIES**

NAME DZAMBAZI, ATIGJE NMI		DOB	AGE	ADDRESS 1910 S WENONAH AV BERWYN, IL 60402			
SEX F	RACE	HGT	WGT	HAIR	EYES	PHONE	
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #	

**INVOLVED VEHICLES**

VEH/PLATE #	STATE IL	TYPE		INVOLVEMENT	VIN #
YEAR 2004	MAKE	MODEL	COLOR	COMMENTS	

**NARRATIVES**

<p>PRIMARY NARRATIVE</p> <p>In Summary:</p> <p>Atgje Dzambazi resides at 1910 S Wenonah Ave Berwyn, Il. 60402. Atigje suffers from and has difficulty walking distances. Atigje related that she does not drive and is transported by a family member to doctors appointments when needed. Atigje related that she owns the above listed residence along with her husband. Atigje stated that the two car garage on the property is used by her kids who park their vehicles in there garage. Atigje is requesting handicapped signs in front of her residence for convenience.</p> <p>A/o observed on street parking available at the time of this report. A/o further observed a two car garage in the the rear of the property with no off street / driveway parking available. Atigje does not use a walker, cane wheelchair or oxygen at this time.</p> <p>Due to Atigje not driving and being transported by a family member along with the two car garage on the property this officer feels that this application should be denied at this time for those reasons.</p> <p>A/o has nothing further to report at this time.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>REPORTING OFFICER SCHWANDERLIK, MARK</td> <td>STAR # 252</td> <td>REVIEWER</td> <td>STAR #</td> </tr> </table>	REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #		

Berwyn Police Department - Incident Report



July 21, 2008

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

Regarding: **Handicap Sign**  
**1231 S. Kenilworth Ave.**

Ladies and Gentlemen:

I hereby concur with the Investigating Officer's recommendation to **APPROVE** the attached Handicap application.

Respectfully yours,

Joel Erickson  
8<sup>th</sup> Ward Alderman



We Serve and Protect

# BERWYN POLICE DEPARTMENT



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

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

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

**DATE:** July 21, 2008

**RE: HANDICAPPED SIGN FOR:** Victoria Duff #567

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

1231 S. Kenilworth Ave.

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

**cc: ALDERMAN Joel Erickson**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 07-20-2008

Application #: 567

Name of Applicant: Victoria Duff

Address: 1231 S Kenilworth Ave Berwyn, IL 60402

Telephone:

Nature of Disability

<u>Information</u>	<u>YES</u>	<u>NO</u>	<u>Information</u>	<u>YES</u>	<u>NO</u>
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-09996		

Recommendation: APPROVE  DENY  Reporting Officer: M. Schwanderlik #252

Comments:

Alderman:

Ward:



# THE CITY OF BERWYN, ILLINOIS

7/10/08  
[Signature]

## CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

VICTORIA DUFF  
(Name of Handicapped Person)

1231 S. Kenilworth  
(Address of Handicapped Person)

VICTORIA DUFF  
(Name of Applicant)

\_\_\_\_\_  
(Phone Number of Handicapped Person)

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

Victoria Duff  
(Signature of Applicant)

6-27-08  
(Date)

\*\*\*\*\*  
PHYSICIANS STATEMENT  
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Signature of Physician)

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

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

Vehicle Tag # 12 680 Year 2008-2009

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

Handicap State Card # AC 37518

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

# Berwyn Police Department - Incident Report

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

Incident#: 08-09996

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION HANDICAPPED APPLICATION	INCIDENT # / DOT # 08-09996
WHEN REPORTED 07/20/2008 11:28	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1231 S KENILWORTH AV BERWYN, IL 60402		HOW RECEIVED Radio
TIME OF OCCURRENCE 07/20/2008 11:28		STATUS CODE (09) Administratively Closed	STATUS DATE 07/20/2008

INVOLVED ENTITIES						
NAME DUFF, VICTORIA NMI		DOB I	AGE	ADDRESS 1231 S KENILWORTH AV BERWYN, IL 60402		
SEX F	RACE	HGT 5' 1"	WGT	HAIR	EYES Brown	PHONE (
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #

INVOLVED VEHICLES					
VEH/PLATE #	STATE IL	TYPE	INVOLVEMENT	VIN #	
YEAR 2008	MAKE	MODEL	COLOR White	COMMENTS DEALER VEHICLE OWNED BY BALZEKAS MOTO	

### NARRATIVES

#### PRIMARY NARRATIVE

In Summary:

Victoria Duff resides at 1231 S Kenilworth Ave Berwyn, IL 60402. Victoria owns the above listed property. Mrs. Duff suffers from ; that limits the distance she can walk at one time. Victoria uses when outside the residence and a while inside the residence. Mrs. Duff is requesting handicapped parking signs because on street parking is very limited due to neighbors having numerous vehicles parked in the area.

A/o spoke to Mrs Duff who related that she owns the above listed residence along with her husband. Mrs. Duff works at a used car dealer as an office manager and the vehicle that she drivers is a dealer vehicle assigned to her (dealer registration D/L 75D - Berwyn City sticker #12680 08/09). A/o observed on street parking that was limited at the time of this report. Victoria related that parking becomes more limited in the evening hours. A/o also noted a two car garage on the property which Victoria related was used for storage due to them not having a basement in the residence. Mrs Duff advised A/o that she has : The above listed property is located just south of property owned by the North Berwyn Park District being Unity Park. A/o noted that this block is signed residential parking only 3am - 9am.

Mrs Duff meets the state requirements for being handicapped and meets the city requirements for handicapped parking signs. For the above listed reasons this officer feels that this application should be approved.

Nothing further to report at this time.

REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
---	---------------	----------	--------

Berwyn Police Department - Incident Report

Michael A. O'Connor  
Mayor



A Century of Progress with Pride

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

THOMAS J. PAVLIK  
CITY CLERK

Date: July 29, 2008

Mayor O'Connor & Members  
Of the Berwyn City Council

Re: Block Party 1900 block of Scoville

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1900 block  
Of Scoville.

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,

Contact person is: Bridget Dallmann

Address is: 1931 Scoville Ave

Phone number is: \_\_\_\_\_

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

WE THE UNDERSIGNED RESIDENTS OF THE 1900 BLOCK OF Scoville

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug 23, 2008

BETWEEN THE HOURS OF 11 Am AND 9pm. OUR RAIN DATE IS Aug 30 2008

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

===== ADDRESS =====

- 1935 S Scoville Apt 2
- 1429 S Scoville
- 1921 Scoville apt # 1
- 1921 Scoville apt # 2
- 1921 Scoville But
- 1917 Scoville AP # 2
- 1926 Scoville av apt # 1
- 1926 Scoville av AP 2
- 1914 Scoville Ave AP 2
- 1914 v Scoville AP 1
- 1932 Scoville Apt 2
- 1931 Scoville
- 1935 Scoville APT G
- 1929 Scoville apt 2F

Michael A. O'Connor  
Mayor

K-9



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: \_\_\_\_\_

Mayor O'Connor & Members  
Of the Berwyn City Council

Re: Block Party 2300 block of HIGHLAND

Honorable Mayor O'Connor & Members of Council:

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

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

With a rain date of 8-24-08. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

JAVIER ROJAS

Contact person is: JAVIER ROJAS

Address is: 2312 S. HIGHLAND

Phone number is: \_\_\_\_\_

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

WE THE UNDERSIGNED RESIDENTS OF THE 2300 BLOCK OF HIGHLAND  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 8-23-08  
 BETWEEN THE HOURS OF 2 PM AND 9 PM. OUR RAIN DATE IS 8-24-08

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

=====

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

=====

- 2312 S. HIGHLAND
- 2327 S. Highland
- 2327 S. HIGHLAND
- 2325 Highland
- 2317 S HIGHLAND
- 2323 HIGHLAND
- 2313 S Highland AV
- 2305 Highland
- 2307 - Highland
- 2319 HIGHLAND
- ii ii
- 2320
- 2331 HIGHLAND
- 2339 Highland
- 2314 S. HIGHLAND
- 2329 S. Highland
- 2335 Highland
- 2334 Highland RD ✓
- 2330 HIGHLAND ✓
- 2328 Highland
- 2326 Highland
- 2322 S. Highland
- 2318 S. Highland

K / 1.D

August 5, 2008

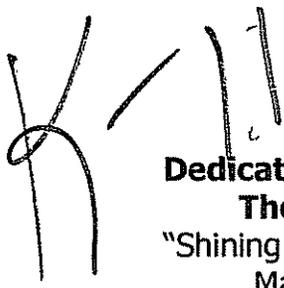
To Whom It May Concern:

Please find attached permit applications for garage sales in the 3700 & 3800 blocks of Ridgeland & Cuyler. We respectfully request the permission of the City Council to hold this annual event on Saturday, September 6, from 9 a.m. to 4 p.m.

Our appreciation and thanks for your consideration.

Please contact Michelle Maag, . . . . . when the permits are ready to be picked up.

2008 AUG - 5 . PM 4 . 37



**Dedicated to You<sup>th</sup> Ministries**  
**The Nite Light Café**  
"Shining the Light in the Darkness"  
Matthew 5:16

7009 W. Ogden Avenue  
Berwyn, IL 60402  
708-788-7009

August 7, 2008

To the Honorable Members of City Council:

We are requesting permission for our Simply Saved Resale Store located at 7009 W. Ogden Avenue to have a summer clearance sidewalk sale on Friday, August 15<sup>th</sup> and Saturday, August 16<sup>th</sup> from 9 a.m. until 4 p.m.

Thank you for your consideration in this matter.

Abundant blessings to you,

Janet Cairo  
Pastor and Director