

City of Berwyn City Council Meeting

November 25, 2008

BERWYN CITY COUNCIL MEETING
NOVEMBER 25, 2008

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

MICHAEL A. O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG-11/11/08-COW-11/11/08
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT BETWEEN METRA & CITY OF BERWYN
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. PROC- DEC-NATIONAL DRUNK & DRUGGED (3D) PREVENTION MONTH
 - 2. EXECUTIVE PARTNERS STUDY
 - 3. APPOINT DIRECTOR OF NEIGHBORHOOD AFFAIRS
 - 4. NON UNION PAY INCREASE
 - 5. INCREASE IN LIQUOR LICENSE D-3.2
 - 6. LAND ACQUISITION
 - 7. REMOVAL OF COW ITEMS
 - 8. SNOW PLOWING
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. 2009-SCHEDULE OF CC MTGS & HOLIDAYS
 - 2. RESOL-TO RELEASE CLOSED COW MINUTES
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
 - 1. RESOL/ORD-JAMES & WILLIAMS JEWELERS-7020 CERMAK RD.
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. CHAPMAN-LA NOTTE REMODEL PROJECT
 - 2. SKRYD-SISTER CITIES INTERNATIONAL
 - 3. SKRYD- BERWYN MAIN STREET/NBPD "MIRACLE ON 22ND" HOLIDAY EVENT

4. LOVERO-SIGN VARIANCE-JAMES & WILLIAM JEWELERS-7020 CERMAK RD
5. LOVERO-LBE, MBE AND WBE ECONOMIC DEVELOPMENT
6. BHPC-DEMOLITION OF 1535 CLARENCE

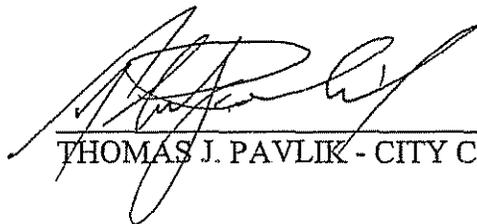
(J) STAFF REPORTS

1. DEFER-FINANCE DIR-ORDINANCE FOR ISSUANCE OF \$2 MILLION LINE OF CREDIT
2. DEFER-FINANCE DIR-ORDINANCE CHICAGO WATER RATE INCREASE
3. FINANCE DIR-2008 AUDIT CONTRACT
4. LAW DEPT -RESOL-REG. LOCATIONAL RESTRICTIONS OF MEDICAL CLINICS
5. POLICE CHIEF-REQ TO HIRE 3 NEW POLICE OFFICERS
6. PW DIR-1 YEAR EXTENSION FOR MFT ELECTRICAL MAINTENANCE CONTRACT
7. PW DIR-WAIVER OF BIDDING & APPROVAL OF EMERGENCY SEWER REPAIRS
8. H.R.-INSURANCE BROKER RFP EVALUATION/HEALTH INS COMMITTEE UPDATE
9. FIRE CHIEF-RETIREMENT OF ENGINEER BENNO CEYER

(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-11/12/08-\$873,897.83
2. BUDGET CHAIRMAN-PAYABLES-11/25/08 \$1,330,518.50

ITEMS SUBMITTED ON TIME 30



THOMAS J. PAVLIK - CITY CLERK

Sections A & B

A. Pledge of Allegiance-Moment of Silence

B. Open Forum
Topic must NOT be on the Agenda
Open space for comments or ideas.

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Section C

Presentation of Previous Meeting Minutes For Approval



MICHAEL A. O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
NOVEMBER 11, 2008

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:34 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero, Erickson.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the deceased Diana Drenth, Crossing Guard, Sammons, and in remembrance of all veterans, living and deceased.
3. The Open Forum portion of the meeting was announced. The Mayor read a letter honoring all veterans and asked for all to stand for a short ceremony in honor of all branches of the armed services. Alderman Day did a tribute to all branches of service and played taps in their honor of all the deceased. Thereafter, the Mayor recognized all veteran present. Michael Oschner, Jr. IMPA union representative read a letter regarding a 15% reduction in the Berwyn police force and requested compliance of general procedures and submitted a copy for the record, see attached-Resident Sandi VanGoethem was thankful for the financial support given the 16th Street theater and encouraged attendance and requested that information regarding the 16th Street theater be place in the newsletter distributed by the city-Resident Robert Soucek noted that 179 Berwynites served in the armed forces and gave their lives and request that a memorial be erected in the city in their honor-Alderman Ramos thanked all for help on "Make a Difference Day" October 25, 2008 and is currently sponsoring a food drive for the holidays.
4. The minutes of the regular Berwyn City Council meeting held on October 28, 2008 and the Committee of the Whole held on October 14th and 28th, 2008 were submitted. Thereafter, Erickson made a motion, seconded by Day, to concur and approve the minutes as submitted. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item J-8. The motion carried. Item J-8 is a communication from the Fire Chief regarding the 2008 Governors Home Town Award. Thereafter, Skryd made a motion, seconded by Chapman, to concur in the request to purchase an additional 3x5 ft street sign to be erected at 2 entry

locations within the city. Thereafter, the motion was amended to include that the monies expended for the additional sign and the installation shall be taken from each alderman's expense account as a shared expense. Thereafter, the motion carried by a unanimous roll call vote.

6. The Berwyn Development Corporation submitted a communication regarding the Transit-Oriented Development Final Plan Adoption. Thereafter, Erickson made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote. Note: The Transit-Oriented Development study is available on the City's website under the Clerk's page, see file link, http://www.berwyn-il.gov/pdf/Clerk/BDC_Transit_Oriented_Devel_Study-Oct2008.pdf
7. The Berwyn Development Corporation submitted a communication regarding the Parking Structure General Contractor Approval. Thereafter, Chapman made a motion, seconded by Lovero, to concur and approve Alternate "A" and to approve for payment in an amount not to exceed \$8,608,180. The motion carried by a unanimous roll call vote.
8. The Berwyn Development Corporation submitted a communication regarding a TIF application for the Buona Companies, LLC 6745 W. Roosevelt Road. Thereafter, Lovero made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$400,000. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero. Nays: Erickson.
9. The Mayor submitted a communication regarding Windsor-Stanley parking summary as submitted by the Traffic engineer. Thereafter, Erickson made a made a motion, seconded by Weiner, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
10. The Mayor submitted a communication regarding the Litter Tax Ordinance. Thereafter, Erickson made a motion, seconded by Day, to refer the matter to the Committee of the Whole and the Finance director to submit a report to the Committee of the Whole. The motion carried by a voice vote.
11. The Mayor submitted a communication regarding Sunday hours for the Berwyn Public Library. After discussion, Chapman made a motion, seconded by Skryd, to refer the matter to the Library Board. The motion carried by a voice vote.
12. The Mayor submitted a communication regarding the e Civis Grant Program update. Thereafter, Skryd made a motion, seconded by Erickson, to refer

the matter to the Committee of the Whole. The motion carried by a voice vote.

13. The Mayor submitted a communication regarding the waiver of permit fees for St. Odilo Church in the amount of \$140. After discussion, it was discerned that the payment had been made to the city. Thereafter, Skryd made a motion, seconded by Erickson, to concur, waive the fees, and to refund the fee amount of \$140 to St. Odilo Church. The motion carried by a unanimous roll call vote.
14. The Mayor submitted a communication regarding Salerno's Restaurant liquor license. After discussion, Chapman made a motion, seconded by Skryd, to refer the matter to the Law department to review and research. The motion carried by a voice vote.
15. The Mayor submitted a communication regarding Christmas Eve and AFSCME contract. After discussion, Erickson made a motion, seconded by Weiner, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
16. The Clerk submitted a communication regarding a Resolution Appointing Municipal Electoral Board Legal Counsel. Thereafter, Chapman made a motion, seconded by Skryd, to table and defer to the end of the meeting. The motion carried by a voice vote.
17. A deferred communication from Alderman Ramos regarding Emmanuel Bible Church's request for a Handicap Drop off Zone. The Mayor stated that the existing handicap ramp is not ADA compliant. Lovero requested that the church be able to submit a revised plan and to come to a compromise with the building department. After further discussion, Alderman Ramos stated that Emmanuel Bible Church is no longer seeking a Handicap Drop off Zone, but wishes to submit alternative plans for compliance. Thereafter, Lovero made a motion, seconded by Ramos, to refer the matter to the building department and the Traffic engineer. The motion carried by a voice vote.
18. A deferred communication from Alderman Erickson regarding the Dissolution of the Main Street Program. Thereafter, Erickson made motion, seconded by Weiner, to defer and table until the end of the meeting. The motion failed by the following roll call: Yeas: Weiner, Day, Erickson. Nays: Chapman, Ramos, Skryd, Phelan, Lovero. After further discussion, Chapman made a motion, seconded by Lovero, to ignore the communication and proceed with the Main Street Program. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Lovero,

Erickson. Nays: Phelan. Present: Weiner, Day. During the roll call, the Mayor allowed Alderman Erickson to read a separately prepared statement, approximately 5 pages long regarding the matter. Thereafter, the Clerk requested a copy of same for the record, Alderman Erickson declined.

19. Alderman Erickson submitted a communication questioning why the ordinance and advisory referendum, to prohibit Methadone Clinics in Berwyn, was not completed and placed on the November ballot. After discussion, Chapman made a motion, seconded by Lovero, requesting a written explanation from the law department. On the call of the roll, the motion by Chapman was amended and seconded by Lovero, to also request that the law department draft a Resolution to place the matter on the April, 2009 ballot. The motion carried by the following roll call: Yeas; Chapman, Ramos, Skryd, Day, Phelan, Lovero, Erickson. Nays: Weiner.
20. Alderman Lovero submitted a communication regarding a compromise for the Multi Housing Ordinance. Thereafter, Lovero made a motion, seconded by Phelan, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
21. Alderman Lovero submitted a communication regarding Home Avenue traffic from Roosevelt Road to Riverside Drive. Thereafter, Lovero made a motion, seconded by Chapman, to refer the matter to the Public Works department and the Traffic Engineer. The motion carried by a voice vote.
22. Alderman Erickson submitted a communication regarding the Grievance Process. After discussion, Erickson made a motion, seconded by Day, to waive the reading requirements and to set a meeting for the Fire and Police committee for Monday, December 1, 2008 at 6:30 p.m. The motion carried by a voice vote.
23. The Berwyn Historic Preservation Commission submitted a report, recommendation and Resolution regarding the nomination of the American State Bank Building; also known as the Berwyn National Bank Building, 6801 W. Cermak Road, as a local historic landmark. Thereafter, Erickson made a motion, seconded by Chapman, to concur and approve the Resolution as submitted. The motion carried by a unanimous roll call vote.
24. The Berwyn Historic Preservation Commission submitted a report, recommendation and Resolution regarding the nomination of the Berwyn National Bank Building; also known as MacNeal West Offices, 6804 W. Windsor Ave, as a local historic landmark. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve the Resolution as submitted. The motion carried by a unanimous roll call vote.

25. A deferred communication from the Finance director regarding an ordinance for the issuance of a \$2 million line of credit. After discussion, Erickson made a motion, seconded by Chapman, to defer the matter for 2 weeks and requested a draft from the Law department. The motion carried by a voice vote.
26. A deferred communication from the Finance director regarding Chicago Water Rate Increase ordinance. Thereafter, Erickson made a motion seconded by Day, to concur and adopt the ordinance as submitted. The motion failed by the following roll call: Yeas: Weiner, Skryd, Day. Nays: Chapman, Ramos, Phelan, Lovero. Pass, Erickson. Thereafter, Lovero made a motion, seconded by Chapman, to defer the matter for 2 weeks. The motion carried by a voice vote.
27. A deferred communication from the Fire Chief regarding the demolition of 1535 Clarence Avenue. Thereafter, Chapman made a motion, seconded by Skryd, to refer the matter to the Berwyn Historic Preservation Commission. The motion carried by the following roll call: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Lovero, Erickson. Nays: Phelan.
28. A deferred communication from the Public Works director regarding the waiver of bids and award the repair of the Boom truck to Runnion Equipment. Thereafter, Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item J-5 as germane. The motion carried by a voice vote. Item J-5 is a communication from the Public Works director regarding the waiver of bids and award repair of the Boom Truck to Runnion Equipment in an amount not to exceed \$14,837.79. Thereafter, Chapman made a motion, seconded by Skryd, to concur and waive the bidding process. The motion carried by a unanimous roll call vote.
29. The Assistant Fire Chief submitted a communication regarding change order to the 16th Street Firehouse construction. After discussion, Erickson made a motion, seconded by Lovero, to concur and approve for payment in an amount not to exceed \$38,581. The motion carried by a unanimous roll call vote.
30. The Fire Chief submitted a communication regarding the purchase of a Used Vehicle for ESDA. After discussion, Erickson made a motion, seconded by Lovero, to concur, waive the bidding process, and to approve for payment in an amount not to exceed \$21,000. The motion carried by a unanimous roll call vote.

31. The Police Chief submitted a communication regarding Asset Forfeiture letter, U.S. Department of Justice. The Mayor recognized Chief Kushner who briefed the Council on the communication and was available for questions. Thereafter, Chapman made a motion, seconded by Erickson, to refer the matter to the Finance department. The motion carried by a voice vote.
32. Weiner made a motion, seconded by Skryd, to continue the City Council meeting beyond 10:00 p.m. per city ordinance. The motion carried by a voice vote.
33. The Law department submitted a communication regarding a Sublease Agreement for 7125 Windsor Avenue, also known as the Harlem Avenue train station with an attached ordinance entitled:

AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS APPROVING A SUBLEASE AGREEMENT BY AND BETWEEN THE CITY OF BERWYN AND ALEX VESELY

Thereafter, Erickson made a motion, seconded by Skryd, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. After further discussion, the motion was amended by Erickson and seconded by Day, to negotiate the lease due to the construction scheduled to begin soon. The motion to concur and **adopt** as amended carried by a unanimous roll call vote.

34. The Finance director submitted a communication regarding the clarification of discussion about the building vehicle purchases. Thereafter, Erickson made a motion, seconded by Chapman, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
35. The Finance director submitted a communication regarding the 100th Anniversary celebration results. Thereafter, Erickson made a motion, seconded by Weiner, to accept the matter as informational. The motion carried by a voice vote.
36. The Finance director submitted a communication regarding the Garbage Rate Increase along with an ordinance entitled:

AN ORDINANCE ADJUSTING SOLID WASTE COLLECTION FEES FOR THE 2009 FISCAL YEAR IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

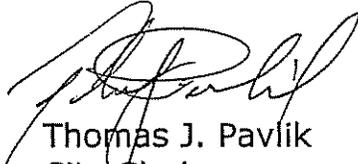
Thereafter, Erickson made a motion, seconded by Day, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

37. The Finance director submitted a communication regarding a Collection Agency Agreement with Harris & Harris, Ltd. Thereafter, Erickson made a motion, seconded by Day, to concur and approve the agreement as submitted. The motion carried by a unanimous roll call vote.
38. The Traffic Engineer submitted a communication regarding two (2) hour diagonal parking at 16th Street and Wesley Avenue. After discussion, Phelan made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
39. The Traffic Engineer submitted a communication regarding emergency vehicle access on 26th Street and Euclid Avenue. Thereafter, Erickson made a motion, seconded by Weiner, to approve and refer the matter to the Ordinance and Resolutions committee. The motion carried by a voice vote.
40. The Human Resources director submitted a communication regarding the AFSCME contract changes for 2008. Thereafter, Erickson made a motion, seconded by Phelan, to concur and approve as amended on face. The motion carried by a unanimous roll call vote.
41. The Consent Agenda, items K-1 through K-5 were submitted. Thereafter, Day made a motion, seconded by Skryd, to recuse Alderman Phelan from voting on the payables item #339694. The motion carried. Thereafter, Lovero made a motion, seconded by Skryd, to approve item #339694 for payment. The motion carried by a voice vote
 - K-1-The budget chairman submitted the payroll for October 29, 2008
In the amount of \$827,087,19
 - K-2-The budget chairman submitted the payables for November 11, 2008
In the amount of \$1,805,564.38
 - K-3-The collector submitted the business licenses issued in October, 2008
 - K-4-The building director submitted the building permits issued in
October, 2008
 - K-5-Misericordia Heart of Mercy, Tag Days, April 24th and 25th , 2009Thereafter, Lovero made a motion, seconded by Erickson, to concur and approve the Consent agenda by Omnibus Vote Designation. The motion carried by a unanimous voice vote.

BERWYN CITY COUNCIL MEETING
NOVEMBER 11, 2008

42. A deferred communication from the Clerk regarding the Resolution appointing Municipal Electoral Board Legal Counsel. Thereafter, Mayor O'Connor invoked Rule 28 to have the item withdrawn from the agenda. After discussion, Lovero made a motion, seconded by Erickson, to deny the communication. The motion carried by the following roll call: Yeas: Chapman, Weiner, Skryd, Day, Phelan, Lovero, Erickson. Nays: Ramos.
43. The Mayor called for a Committee of the Whole meeting for Monday, November 24, 2008 at 7:00 p.m. for referrals. Weiner by Lovero to concur. The motion carried.
A Committee of the Whole was called for Tuesday, November 25, 2008 at 6:00 p.m. for referrals.
44. Alderman Erickson called a Fire and Police committee meeting for Monday, December 1, 2008 at 6:30 p.m. for grievance process.
45. Alderman Skryd called an Administration committee meeting for Tuesday, November 18, 2008 at 5:30 p.m. for referrals
46. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Erickson, to adjourn at the hour of 10:36 p.m. The motion carried by a voice vote.

Respectfully submitted,

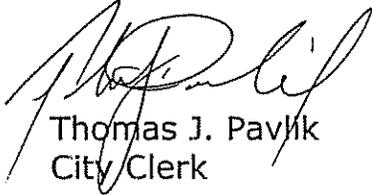


Thomas J. Pavlik
City Clerk

MINUTES
COMMITTEE OF THE WHOLE
NOVEMBER 11, 2008

1. The Committee of the Whole was called to order by Mayor O'Connor at 6:27 p.m. Upon the call of the roll, the following responded present: Chapman, Weiner, Skryd, Day, Lovero. Absent: Ramos, Phelan, Erickson.
2. Chapman made a motion, seconded by Skryd, to excuse Aldermen Ramos, Phelan, Erickson. The motion carried.
3. Skryd made a motion, seconded by Day, to close the Committee of the Whole at 6:28 p.m. for contract negotiation, pending litigation, land acquisition, and personnel. The motion carried.
4. The Committee of the Whole was adjourned in closed session with a motion by Erickson and seconded by Lovero at 8:30 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

Section D

Bid Openings – Tabulations

Section E

Berwyn Development Corp.
Berwyn Township/Health District



November 25, 2008

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

Re: Commuter Facility Improvement Grant Agreement between Metra and City of Berwyn

Dear Mayor and City Council,

On August 23, 2007 the City of Berwyn approved a grant agreement with Metra, which would provide funding for fencing along the rail line and funding for the parking structure. As a contract stipulation, the BNSF lease had to be agreed upon and executed prior to executing the Metra Grant Agreement. During the time period of BNSF lease negotiations, the City made substantial progress on the parking deck construction planning, which led Metra to amend the 2007 grant agreement.

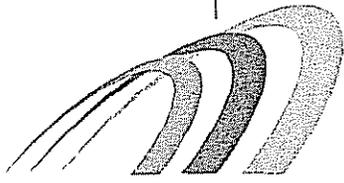
Initially the 2007 grant agreement designated that funds for the parking structure could only be used for design and engineering costs, however the drafted amendment would allow the City to use funds for construction costs as well.

Upon execution of the agreement, the City will be allowed \$122,000 for fencing along the rail line at the Oak Park and Harlem Stations. These fences would be installed following the platform reconstruction work. The City would also be given \$435,000 to be reimbursed for construction costs associated with the parking structure. In exchange, the City will provide 300 commuter spaces within the new parking structure (139 are replacement spaces, 161 are new spaces). The City will also be responsible for maintenance costs associated with the parking structure.

Attached is the grant amendment and the original 2007 grant agreement. The amendment also addresses the modified commuter parking plan agreed to within the BNSF lease agreement.

City legal has reviewed the agreement and worked with Metra representatives in drafting this final agreement.

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



berwyn development
CORPORATION

At this time it is the recommendation of the BDC for council consideration in approving the Metra Agreement, to be immediately executed in order to stay on the current construction timeline. Upon potential approval, the BDC will work with Metra on project reimbursement.

Respectfully submitted for your consideration,

Sara A. Bratcher
Senior Urban Planner
Berwyn Development Corporation

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**FIRST AMENDMENT TO
COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT**

THIS AMENDMENT, dated this _____ day of _____, 20____, shall amend and modify the Commuter Facility Improvement Grant Agreement entered into on August 23, 2007 ("**Agreement**") by and between the City of Berwyn, an Illinois municipal corporation ("**Municipality**") and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") for installation of fences and engineering, design and construction of a multi-level parking deck in Berwyn, Illinois. To the extent that a provision or provisions of the Agreement are in conflict with a provision or provisions of this Amendment, the provision or provisions of this Amendment shall control. The Municipality and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree that the Agreement shall be amended as follows:

1. Part I, ITEM 1. DEFINITIONS is amended to add the following definitions:

"Project – As defined in Item 2 of Part I.
Revenue – As defined in section 14 of Exhibit E
Routine Maintenance – As defined in section 4 of Exhibit E
Standard Maintenance – As defined in Section 4 of Exhibit E"

2. Part I, ITEM 2. THE PROJECT is amended to delete the second paragraph and add the following paragraph in its place:

"(A) Installation of fences ("**Fences**") at Oak Park Avenue and Harlem Avenue and (B) the engineering and design ("**E&D**") and construction of a multi-level parking deck ("**the Parking Facility**") providing at least Three Hundred (300) commuter parking spaces ("**Parking Spaces**") consisting of (i) One Hundred Thirty Nine (139) commuter parking spaces ("**Replacement Spaces**") to replace those commuter parking spaces being converted to city parking as depicted on "**Exhibit A-1**" attached to and made a part of this Amendment, and (ii) One Hundred Sixty One (161) new commuter parking spaces and access thereto in Berwyn, Illinois ("**Project**") in accordance with "Exhibit B," Approved Project Budget," attached to and made a part of this Agreement. The new facilities will meet the requirements of the Americans with Disabilities Act (ADA)."

3. Part I, ITEM 3. AMOUNT OF GRANT is amended as follows:

Delete the phrase "to cover the cost of the Project" in the first sentence and add the following phrase in its place:

"as follows: A) an amount not to exceed One Hundred Twenty Two Thousand Dollars (\$122,000) to cover the cost of the Fences and B) an amount not to exceed Four Hundred Thirty Five Thousand Dollars (\$435,000) to cover the cost of E&D and construction of the Parking Facility."

4. Part I, ITEM 4. DOCUMENTS FORMING THIS AGREEMENT. is amended to add the following phrase after the phrase "Project Signs," at the end of the paragraph:

"Exhibit E entitled "Agreement for Construction, Maintenance and Operation of Commuter Parking Facility in Berwyn, Illinois", Exhibit F, entitled "Easement For Parking and Access",

5. Part II, Section 28, is amended to add the following sentence at the end of the paragraph:

"The specific maintenance, use and operation requirements for the Parking Facility shall be in accordance with the provisions of Exhibit E attached hereto."

6. Part II, Section 29, is amended to delete the word "station" before the word "facility" in the first sentence.

7. Part II, Section 32, is amended as follows:

A. Amend the first sentence as follows: (i) delete the phrase "parking deck" and replace it with the phrase "Parking Facility"; (ii) add the phrase "and Design" after the word "Engineering"; and (iii) add the phrase "and maintained and repaired with the Revenue as provided herein" after the phrase "CRD funds".

- B. Add the following sentence after the first sentence:

"The Parking Facility to be constructed on the Premises shall be owned by the Municipality, subject to the terms and conditions of Exhibit E and Exhibit F attached hereto; and all other agreements entered into by Municipality and CRD pursuant thereto."

8. Part II, Section 33 (b) is deleted and restated as follows:

"The Municipality shall enter into the Agreement for Construction, Maintenance and Operating of Commuter Parking Facility in Berwyn, Illinois attached hereto as "Exhibit E" and Municipality shall grant to Metra the easement for the Parking Spaces and access thereto attached hereto as "Exhibit F"."

9. Part II, Section 45 is amended to change both of the references to "18 month(s)" to "48 month(s)".

10. Add new Part II, Section 46 as follows:

"46. **REPLACEMENT SPACES.** The Municipality agrees that the One Hundred Thirty Nine (139) commuter parking spaces being converted to city parking, which are being relocated into the Parking Facility as depicted on Exhibit A-1 will not be taken out of commuter service until the Parking Facility is completed and the Replacement Spaces are available for use by Metra commuters."

11. "**Exhibit E**", entitled "Agreement for Construction, Maintenance and Operation of Commuter Parking Facility in Berwyn, Illinois" and "**Exhibit F**", entitled "Easement For Parking and Access" are attached to and made a part of this Amendment
12. Capitalized terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

CITY OF BERWYN:



By: _____
Philip A. Pagano, Executive Director

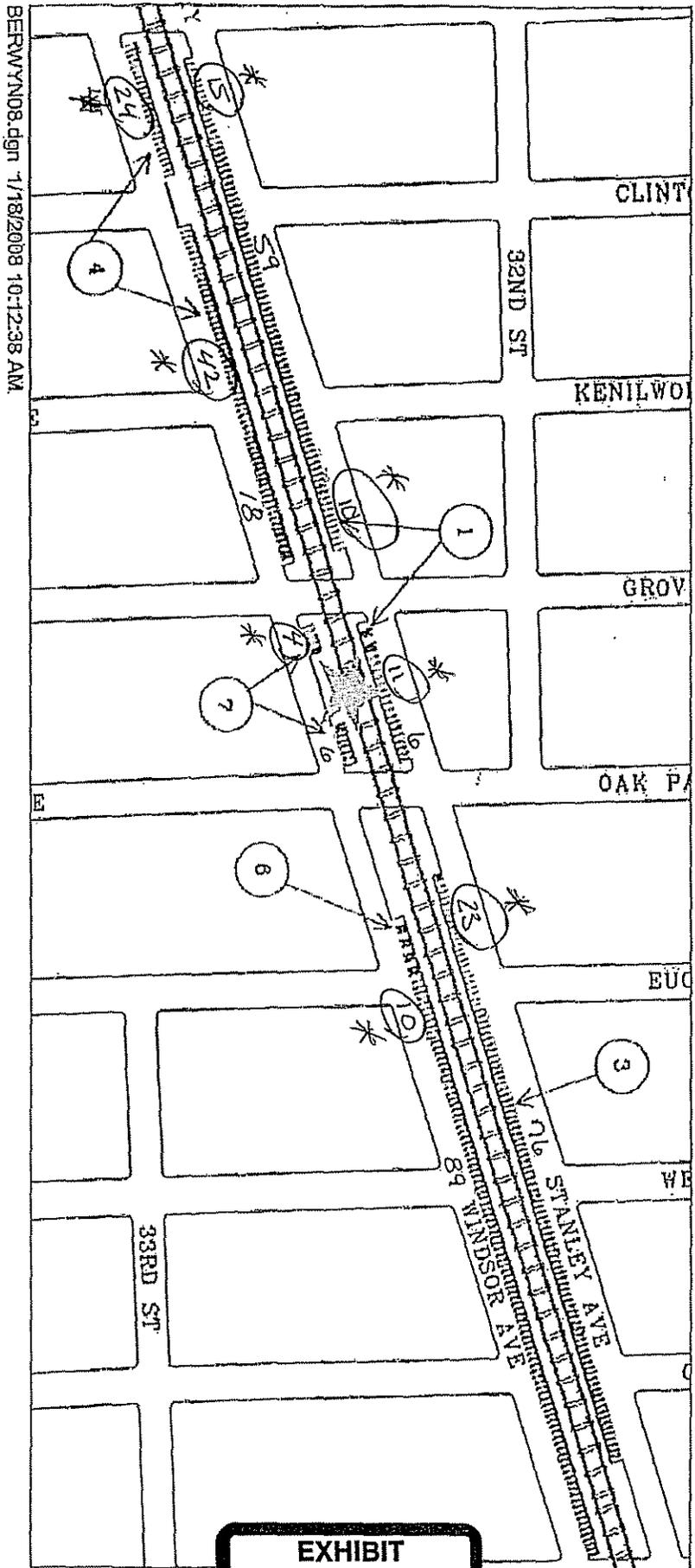
By: _____
Michael A. O'Connor, Mayor

Attest: _____
Name: _____
Title: Assistant Secretary

Attest: _____
Thomas J. Pavlik, City Clerk

EXHIBIT "A-1"

DRAWING OF PARKING SPACE TO BE REPLACED



BERWYN08.dgn 1/18/2008 10:12:38 AM

Computer Parking

* Non-Computer Parking (#139)

(Spaces to be Replaced in New Deck)

Changes

- 1 -> increased Non-Computer 25 Spaces
- 3 -> increased Non-Computer 12 Spaces
- 4 -> increased Non-Computer 36 Spaces
- 6 -> increased Non-Computer 9 Spaces
- 7 -> no change
- 10 -> 80 additional Non-Computer

EXHIBIT
"A-1"

tabbles

EXHIBIT "E"

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION
OF COMMUTER PARKING FACILITY IN BERWYN, ILLINOIS**

EXHIBIT E

AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF COMMUTER PARKING FACILITY IN BERWYN, ILLINOIS

Pursuant to the Commuter Facility Improvement Grant Agreement signed between the Parties, dated August 23, 2007 as amended, to which this Exhibit is attached and made a part thereof, this "Agreement" is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, ("Metra"), and the City of Berwyn, an Illinois municipal corporation, ("Municipality"). Metra and the Municipality are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

RECITALS

A. Municipality owns the property located at 3310-3332 Grove Avenue, Berwyn, Illinois identified by Permanent Index Number(s) 16-31-126-041-0000, 16-31-126-026-0000, 16-31-126-027-0000 and 16-31-126-028-0000 ("Premises") as legally described on "Exhibit A-1" and delineated on "Exhibit A-2" both of which are attached to and made a part of this Agreement."

B. The Parties desire to have the following improvements (collectively, the "Parking Facility") constructed in the Municipality: a multi-level decked parking facility and related improvements and access thereto on the Premises, along with off-site access thereto, which Parking Facility shall include at least Three Hundred (300) commuter parking spaces ("Parking Spaces").

C. Funding has been obtained from Metra, state and/or federal funding sources for the Parking Facility.

D. The Parties desire the Municipality to construct and thereafter manage, operate and maintain the Parking Facility and the Parking Spaces on the Premises as set forth in this Agreement.

E. The Municipality has determined that the construction, operation and maintenance of the Parking Facility on the Premises is in the best interest of the public and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the covenants contained in this Agreement, and the foregoing Recitals, which are hereby incorporated into this Agreement, the Parties hereto agree as follows:

1. **TERM.** Municipality agrees that the portion of the Parking Facility upon which the Parking Spaces are constructed shall be used as a commuter railway parking facility, and such Parking Spaces shall be situated in the Parking Facility in convenient locations acceptable to Metra. Municipality's obligations and Metra's right to use the Premises under the terms and provisions of this Agreement shall commence on the date this Agreement is executed by all the Parties and shall continue in force and effect for a period of forty (40) years from the date that the Parking Facility opens for use by Metra commuters ("Use Term") unless otherwise terminated as provided under the terms and conditions of this Agreement. Metra shall, at its option, have the right to extend the Use Term for an additional forty (40) years at the end of the initial Use Term by giving the Municipality prior written notice of such extension.

2. **REPLACEMENT SPACES.** The Municipality agrees that the One Hundred Thirty Nine (139) commuter parking spaces in the vicinity of the Berwyn station being converted to city parking, which are being relocated into the Parking Facility will not be taken out of commuter service until the Parking Facility is completed and opened for use by Metra commuters.

3. PURPOSE OF USE.

(a) The Parties agree that the purpose of this Agreement is to ensure that the Premises is protected, maintained and operated as a Parking Facility with daily rates for public parking. Municipality desires to control access to said Premises and operate and maintain the Parking Facility pursuant to the terms and conditions of this Agreement.

(b) Municipality hereby grants to Metra, its successors and assigns, for the benefit of Metra and the general public, an exclusive perpetual easement for access to and use of the Premises for commuter parking purposes, for the Use Term in accordance with the provisions of that certain Easement for Parking and Access attached to and made a part of this Agreement as **Exhibit F** (the "Easement Agreement"), and the provisions of this Agreement. Municipality agrees to execute and deliver to Metra the Easement Agreement concurrently with the full execution and delivery of this Agreement. The Parties agree to cause the Easement Agreement to be placed of record with the Cook County Recorder promptly after the full execution and delivery of this Agreement.

(c) Municipality shall use its best efforts to insure that the Parking Facility and all of its other commuter rail parking is available to both residents of Municipality and nonresidents for parking. The Parking Facility shall be operated as a daily fee parking lot with spaces available to Metra commuters on a first come-first served basis. Parking fees, if any, set and collected by Municipality, shall be standardized for all patrons of the Parking Facility and Municipality shall under no circumstances discriminate against nonresidents of the Municipality in setting parking fees. The amounts of any parking fees charged by Municipality with respect to the Parking Spaces shall not exceed the commuter parking rates established by Metra from time to time for similar commuter parking lots. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Municipality.

(d) Metra commuters shall have priority with respect to the location of Parking Spaces. In the event the Parking Facility is constructed with more than Three Hundred (300) parking spaces, Metra commuters shall have first priority to park in the parking spaces located in the lowest level of the Parking Facility rising to each successive higher level, before any such parking spaces may be used by other persons or entities that might be entitled to park in the Parking Facility. Municipality also agrees to use commercially reasonable efforts to enforce the parking restrictions in a manner which ensures that only commuter rail customers are parking in the Parking Spaces in the Parking Facility between the hours of 6:00 a.m. and 6:00 p.m. on weekdays. Except as set forth in this Agreement and in the Easement Agreement, there shall be no restrictions on use of the Parking Spaces by non-rail customers imposed by Metra.

4. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business for the convenience of its commuters and the public. Municipality shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Municipality further agrees that Municipality and Municipality's employees and invitees in and about said Parking Facility shall be subject to the general rules and regulations of Metra relating to said commuter parking facilities. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

5. CONSTRUCTION.

(a) In addition to the specifications set forth in this Agreement, Municipality will construct, or cause to be constructed, the Parking Spaces in accordance with all established state

and federal grant guidelines for construction projects, if applicable, and Parts I and II of the Commuter Facility Improvement Grant Agreement, as it may be amended from time to time, to which this Agreement is attached and plans and specifications delivered to Metra for approval prior to the commencement of construction of the Parking Spaces.

(b) Metra, its contractors, subcontractors, architects, engineers, employees and agents are hereby granted an irrevocable right-of-entry on the Premises to oversee and inspect the Parking Spaces during the Use Term.

(c) Municipality and its contractors, subcontractors and agents shall not use nor occupy said Premises for any purpose other than to erect, locate, construct and inspect the Parking Facility and to use and maintain the Premises and Parking Facility for parking purposes. Prior to commencement of construction, all plans and specifications for the Parking Spaces must be approved in writing by both Parties hereto. No other buildings, structures, additions, alterations or improvements shall be erected on or made to the Parking Spaces by Municipality or Metra without the prior express permission in writing by the other Party.

(d) In all contracts for construction on the Premises, Municipality shall require contractor indemnification and insurance in accordance with Section 10 below.

6. MAINTENANCE, ACCESS AND RELOCATION.

(a) Municipality, at its own cost and expense, shall manage the Parking Facility and shall be responsible for the performance of "**Routine Maintenance**" throughout the Use Term. "Routine Maintenance" shall mean and include, but shall not be limited to, snow removal, insurance, lighting upkeep, sealing and patching pavement, patrolling the Premises and payment of utility expenses associated with the operation of the Parking Facility. Municipality shall also be responsible for capital improvements to the Parking Facility including but not limited to major rehabilitation, excavation, demolition of structures, new construction, light standard placement, or replacement necessitated by damage to a structure. Any expenses for the operation and maintenance of the common areas on the Premises will be paid by Municipality.

(b) In the event Municipality fails to manage, operate, or maintain the Premises and the Parking Facility in accordance with the terms and provisions of this Agreement, Metra may provide, or cause to be provided, such management, operation and maintenance services and Municipality shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Municipality's receipt of a written demand for payment from Metra. If any damage to the Parking Spaces results, the Municipality agrees that Metra may require the Municipality to restore the Parking Spaces to their original condition or refund Metra's interest in the Parking Spaces in accordance with Section 20 below.

(c) Municipality agrees to provide access to the Premises to Metra and the public over and through the existing roadways and easements should such access be deemed necessary by Metra. Municipality further agrees that Metra shall not be responsible for the care or maintenance (including snow removal) of said roadways.

(d) Municipality, at its own cost and expense, shall be responsible for the "**Standard Maintenance**" of all landscaping, if any, on and along the Premises. For purposes of this Agreement, Standard Maintenance shall mean watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises.

(e) In order to preserve Metra's rights at all times to three hundred (300) commuter parking spaces as herein provided, if at any time the Parking Facility does not provide Metra with at least three hundred (300) parking spaces, Metra reserves the right to relocate the Parking Spaces, or the deficient portion thereof, as the case may be, consistent with the provisions of the Easement Agreement, to a location provided by the Municipality in the vicinity of the Premises acceptable to Metra with no liability for damages to Municipality's interest in the Parking Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Parking Spaces or portion thereof. If all or any of the Parking Spaces are relocated pursuant to this Section 6(e), Municipality agrees to execute and deliver to Metra an easement agreement (the "Easement Agreement for Relocated Parking Spaces"), in the form and content of Exhibit F hereto (with such changes as are necessary to conform such instrument to the relevant facts) promptly upon the request of Metra. The Parties shall cause the Easement Agreement for Relocated Parking Spaces to be placed of record with the Cook County Recorder promptly after its full execution and delivery.

(f) Metra reserves the right to relocate the Parking Spaces or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality's interest in the Parking Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Parking Spaces or portion thereof.

7. **REPORTING.** If during the Use Period the Parking Spaces are not used in mass transportation service, whether by planned withdrawal, misuse or casualty loss, Municipality shall immediately notify Metra in writing.

8. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Municipality shall not use or permit upon the Premises or Parking Facility anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or covering the Parking Facility or any other improvements on the Premises. Municipality shall manage, operate, maintain and use the Parking Facility and all improvements on the Premises in compliance with the requirements of all local, state and federal ordinances, laws, rules and regulations in effect during the Use Term.

(b) Throughout the Use Term, Municipality agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-6991) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit E-1** attached to and made a part of this Agreement ("**Insurance Requirements**"). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation,* as additional insureds and shall be endorsed to assume the contractual obligations of Municipality as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance, dangerous or hazardous conditions, or allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, the Regional Transportation Authority ("RTA"), the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC") from and against any and all losses, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Municipality's use or occupancy of the Premises.

(e) Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

(f) During the Use Term, Metra may make commercially reasonable increases in the amount of insurance required by Municipality or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

9. INDEMNIFICATION AND WAIVER.

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this subsection shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and

corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Municipality shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this section shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Municipality or those performing on behalf of or with the authority of the Municipality in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

10. CONTRACTOR INDEMNIFICATION AND INSURANCE.

(a) In all contracts executed by Municipality for maintenance of the Premises (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

11. **SIGNS.** Municipality shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign.

12. **IMPROVEMENTS.** Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the Parking Facility (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in section 6 of this Agreement). Metra reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

13. **TAXES.** Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real estate taxes assessed as a result of Municipality's assignment or license of all or any portion of the Premises to a third party. Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due. Nothing in this Agreement shall be construed to prohibit the lease or license of the Premises, or any portion thereof, to a third party as long as such third party is responsible for the payment of all real estate taxes assessed against the leased or licensed premises.

14. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against any portion of the Premises or Parking Facility. If, because of any act or omission of Municipality or its officers, employees, contractors, subcontractors or agents, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against any portion of the Premises or Parking Facility, Municipality shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days or provide a bond or security acceptable to Metra sufficient to discharge such lien and any interest accrued thereon. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Parking Facility, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

15. **TRANSFER OR ASSIGNMENT.** This Agreement shall bind and inure to the benefit of the respective successors or assigns of Municipality and Metra, if any. Any assignment or transfer of this Agreement or the Premises by Municipality without the written consent of Metra, its successors or assigns shall be void. Unless specifically released in writing by Metra, Municipality shall remain primarily liable to Metra regardless of Metra's consent to an assignment or sublicense by Municipality. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

16. **UTILITIES.** Municipality will pay for all heat, water, gas, electricity and other utility expense incurred with respect to the construction, operation or maintenance of the Parking Facility or the Premises.

17. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

18. **NOTICES.** Shall be in accordance with Section 43 of the Commuter Facility Improvement Grant Agreement to which this Agreement is attached as Exhibit E.

19. **SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.

20. **PARKING SPACES.** The Municipality shall own the Project Facilities constructed on the Premises including, without limitation, the Parking Spaces constituting part of the Parking Facility, and all other materials used to improve the Premises and related or appurtenant facilities, equipment and fixtures, subject to the permanent relocatable easement granted to Metra herein and the terms and conditions of the Commuter Facility Improvement Grant Agreement as it may be amended to which this Agreement is attached. In the event this Agreement is terminated for any reason by Municipality and Metra has not defaulted under the terms and conditions of this Agreement or Municipality defaults under the terms and conditions of the Agreement and, as a result of such Municipality default, Metra is forced to terminate this Agreement, Metra shall be compensated by Municipality for the portion of the Parking Facility paid for by Metra or maintained by the Revenues provided for herein. Compensation shall be based upon the remainder of the period ("Use Period") beginning on the date ("Use Commencement Date") which the Parking Facility is first used in the facilitation of commuter parking services and ending on the later of the expiration of: (a) twenty (20) years from such date; or (b) if such actual useful life (as determined by Metra in its sole discretion) is more than twenty (20) years, the end of the actual useful life of the Parking Facility. In either item (a) or (b) of the preceding sentence, compensation to Metra shall be in an amount equal to the amount of the Grant, reduced by that percentage of the Use Period which has expired before such termination. Such payment shall be made in full within ninety (90) days after Municipality's termination of this Agreement or interest at a rate of one and one-half percent (1½%) per month shall accrue on any unpaid balances due from the date payment is due until paid. In the event this Agreement is terminated for any reason by Metra and Municipality has not defaulted under the terms and conditions of this Agreement or Metra defaults under the terms and conditions of this Agreement and, as a result of such Metra default, Municipality is forced to terminate this Agreement, Municipality shall not be required to compensate Metra for the Parking Facility.

21. **REVENUES.**

(a) All parking fees or other revenue derived from Municipality's use of the Premises ("Revenues") shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Parking Facility. The remainder shall be deposited in a capital improvement account to be used for future renovation or rehabilitation of the Parking Facility.

(b) Municipality agrees that all fees collected for the use of the Parking Spaces shall be accounted for separately. Municipality shall establish and maintain adequate accounting records of all Revenues collected and expenses incurred based on generally accepted accounting principles consistent with the manner Municipality maintains records of its other accounts in order to insure compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, RTA, NIRCRC or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit to Metra an annual audit of its records relating to the Revenue collected and shall make its records available to Metra at mutually convenient times. Furthermore, Municipality shall immediately notify Metra if the Parking Spaces are to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and Municipality shall conduct a yearly joint inspection of the Premises to assure compliance with the terms of this Agreement.

22. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Parking Spaces.

SIGNATURE PAGE FOLLOWS

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

CITY OF BERWYN:

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

By: _____
Name: _____
Its: Mayor

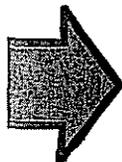
By: _____
Philip A. Pagano, Executive Director

ATTEST:

ATTEST:

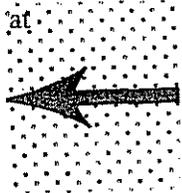
By: _____
Name: _____
Its: City Clerk

By: _____
Name: _____
Its: Assistant Secretary to the Board



STATE OF ILLINOIS)
)
COUNTY OF COOK)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who, upon their oaths acknowledged themselves to be the Mayor and City Clerk, respectively, of the City of Berwyn, an Illinois municipal corporation, and that they as such Mayor and City Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at _____ on the ____ day of _____, 20__.



Notary Public

SEAL

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared Philip A. Pagano and _____, with whom I am personally acquainted and who, upon their several oaths acknowledged themselves to be the Executive Director and Assistant Secretary respectively of the Commuter Rail Division, and that they as such Executive Director and Assistant Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at Chicago, Illinois on the ____ day of _____, 20__.

Notary Public

SEAL

EXHIBIT A-1

LEGAL DESCRIPTION OF LAND

Commonly known as: 3310-3332 Grove Avenue, Berwyn, Illinois

Permanent Index Numbers: 16-31-126-041-0000; 16-31-126-026-0000; 16-31-126-027-0000; and 16-31-126-028-0000

LOTS 16 THROUGH 25, INCLUSIVE IN BLOCK 9, IN BERWYN, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT
"A-2"





INSURANCE REQUIREMENTS

REQUISITION NUMBER K 00470

SPECIFICATION NUMBER Parking Spaces

EVENT N/A

DATE OF EVENT N/A

The Contracting Entity shall take out and maintain during the life of this contract/event, the following insurance as specified by the insertion of policy limits and such other insurance as the Commuter Rail Division of the Regional Transportation Authority and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDER RATING OF <u>A</u> OR BETTER	FINANCIAL RATING OF <u>VII</u> OR BETTER <small>As Published By Best's Key Rating Guide</small>	AMOUNT REQUIRED
1. WORKERS' COMPENSATION: Coverage A - Statutory Coverage B - \$ <u>500,000</u>	A	VII	\$ <u>500,000</u> Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined)	A	VII	\$ <u>1,000,000</u> Each Occurrence \$ <u>2,000,000</u> Aggregate
3. EXCESS COMPREHENSIVE GENERAL LIABILITY-EXCESS OF PRIMARY LIMITS (2) Bodily Injury Liability & Property Damage Liability (combined)			\$ <u>N/A</u> Each Occurrence \$ <u>N/A</u> Aggregate
4. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)	A	VII	\$ <u>1,000,000</u> Combined Single Limit
5. OTHER INSURANCE			\$ <u>N/A</u>

Additional Insured shall be as follows: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation, and

RB
10/1/08

The Contracting Entity shall not commence work herein until it has obtained the required insurance and has received approval of such insurance by Metra. Certificates of insurance indicating amounts and coverages in force shall be furnished to Metra, within thirty (30) calendar days after award of the contract

All policies are in effect at this time and will not be cancelled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to Metra. Such notice shall be sent by certified mail to Metra, care of the Risk Management Director, 15th Floor, 547 W. Jackson, Chicago, Illinois 60661

The Contracting Entity's Comprehensive General liability Insurance Policy will insure all liabilities assumed by the Contracting Entity under the provisions of the Hold Harmless and Indemnity Clause contained in the contract. The Contracting Entity shall be responsible for arranging that all subcontractors/sub-tenants maintain the necessary insurance requirements.

Please call Kerry Brunette (312-322-6991) or Craig Kalck (312-322-7073) should you have any questions regarding the insurance requirements.



EXHIBIT "F"
EASEMENT FOR PARKING AND ACCESS

Prepared by and after
Recording Return to:
Hollace C. Murphy, Esq.
Deutsch, Levy & Engel
225 West Washington St.
Suite 1700
Chicago, Illinois 60606

PIN(s): 16-31-126-041-0000;
16-31-126-026-0000;
16-31-126-027-0000; and
16-31-126-028-0000

EASEMENT FOR PARKING AND ACCESS

WHEREAS, the undersigned, the City of Berwyn ("Grantor"), an Illinois municipal corporation, is the owner of the following described parcels of land situated in the County of Cook and State of Illinois (collectively, the "Land"):

See the attached "Exhibit A" for Legal Description;and

WHEREAS, Grantor desires to grant to Grantee (as defined below) and Grantee desires to acquire from Grantor, a permanent exclusive relocatable easement for commuter parking purposes for Three Hundred (300) parking spaces ("Parking Spaces"), together with access thereto, in, under, over, across, and along the Land and all improvements from time to time located on the Land (the Land and such improvements being hereinafter referred to collectively as the "Premises");

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration in hand paid by the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation with offices located at 547 West Jackson, Chicago, Illinois, 60661 ("Grantee"), the receipt and sufficiency of which consideration is hereby acknowledged, Grantor hereby gives and grants unto Grantee, and Grantee's employees, commuters, lessees, permittees, licensees, successors and assigns, the permanent exclusive easement and the right and authority to construct, install, use, operate, maintain, repair, replace, and renew Three Hundred (300) Parking Spaces, and to all portions of a parking facility on the Land, along with necessary curbs, gutters, signs, drainage, pipes, poles, foundation, conduit, and other equipment on, over, under, across, and along the Land for such commuter parking purposes, together with the right of access thereto for the purpose of exercising the rights and privileges granted in this Easement; provided, however, Grantee, in its sole discretion and upon written notice to Grantor, may terminate this Easement prior to its expiration date if Grantee ceases to use the Premises for commuter parking purposes.

Any relocation or replacement of any of the Three Hundred (300) Parking Spaces by Grantor shall be either to a different improvement on the Land or to a location in the vicinity of the Land approved in advance

in writing by Grantee, and any such relocation or replacement shall be evidenced by a recordable easement agreement in form and content satisfactory to Grantee.

This Easement and all of the terms, conditions, rights and obligations herein contained shall run with the Land, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the Grantor and Grantee, their respective grantees, lessees, licensees, successors, assigns, and all subsequent owners of the fee title to the Premises.

The Grantor retains all other rights over, upon, and across the Premises and to the use, enjoyment and benefit of the surface of the Land, except that Grantor shall not diminish or unreasonably interfere with Grantee's rights hereunder.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement as of this _____ day of _____, 20__.

ATTEST:

THE CITY OF BERWYN, an Illinois
Municipal Corporation



By: _____
Name: _____
Its: City Clerk

By: _____
Name: _____
Its: Mayor

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for the above County and State, does hereby certify that _____, Mayor of the City of Berwyn, and _____, City Clerk personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be the Mayor and City Clerk respectfully, appeared before me this day in person and severally acknowledged signing and delivering the instrument as their free and voluntary act, and as the free and voluntary act of the City, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

My: commission expires:

Notary Public

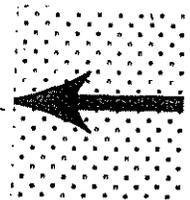


EXHIBIT A

LEGAL DESCRIPTION OF LAND

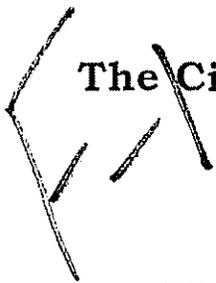
Commonly known as: 3310-3332 Grove Avenue, Berwyn, Illinois

Permanent Index Numbers: 16-31-126-041-0000; 16-31-126-026-0000; 16-31-126-027-0000; and 16-31-126-028-0000

LOTS 16 THROUGH 25, INCLUSIVE IN BLOCK 9, IN BERWYN, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section F

Reports and Communications From The Mayor



The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

PROCLAMATION

NATIONAL DRUNK AND DRUGGED (3D) PREVENTION MONTH DECEMBER, 2008

WHEREAS, motor vehicle crashes killed 1,248 people in Illinois during 2007; and

WHEREAS, 434 of those deaths involved a driver impaired by alcohol; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the You Drink & Drive, You Lose and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the City of Berwyn is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in the effort to make our roads and streets safer;

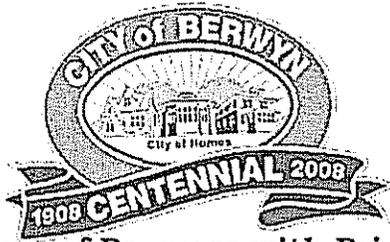
THEREFORE, the City of Berwyn does hereby proclaim December 2008 as Drunk and Drugged Driving (3D) Prevention Month in Berwyn and do hereby call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs, and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

Dated this 25th day of November, 2008

Michael A. O'Connor, Mayor

Thomas J. Pavlik, City Clerk

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: November 20, 2008
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Executive Partners Study

Ladies and Gentlemen:

I would like to discuss the proposal presented at a previous Committee of the Whole.

Your direction will be appreciated.

Sincerely,

Michael A. O'Connor

MAC/ws

Attachment

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: November 20, 2008
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Appointment Director of Neighborhood Affairs

Ladies and Gentlemen:

I would like to appoint to the position of Director of Neighborhood Affairs, Louis Mercado, effective November 14, 2008. I have attached a copy of his resume for your review.

Your approval of his appointment will be appreciated.

Sincerely,

Michael A. O'Connor

MAC/ws

Attachment

Louis Mercado

Objective: Professional and highly motivated individual desires to serve the City of Berwyn in the capacity of Neighborhood Affairs Director.

- Education:** Sept. 2003-Aug. 2005 Florida Atlantic University Fort Lauderdale, FL.
Master of Urban and Regional Planning
- Study of social, political and physical characteristics of the built environment.
 - Degree specialization in the operation, management and implementation of ESRI GIS.
 - Graduated 3.4/4.0 GPA
- Sept. 2000-Aug. 2002 Southern Illinois University Chicago, IL.
B.S. Management
- Study of management, planning, regulation, business trends and contractual agreements.
 - Graduated 3.5/4.0 GPA
- Sept. 1999-Aug. 2000 Triton College River Grove, IL.
Associates in Science
- Study of mathematics, chemistry, psychology and culture
 - Graduated 3.5/4.0 GPA
- Experience:** Dec. 2007-October 2008 Weinmayr Associates, Inc. Somerville, MA.
Business associate
- Conducts site visits and interacts with customer base.
 - Provides permit review for projects.
 - Assists with data collection and preparation of visual media.
- Mar. 2006-Sept 2007 City of Dania Beach Dania Beach, FL.
City Planner
- Residential and commercial plan review: Analysis of development projects for conformance to City development regulations.
 - Business license zoning review: Processed all business licenses for the City. Managed and facilitated the zoning review aspects of the license process with new, existing and potential business owners. Streamlined the administrative process to reduce duplication of effort.
 - Provided planning support to City code enforcement manager and officers for the prompt resolution of code cases.
 - Conducted research and provided feedback for the construction of city ordinances.
 - Generated staff reports and presented them to the City Planning and Zoning and City Commission Boards.
 - Extensive interaction with the public in the role of educator and problem solver.
- Dec. 2005-Mar. 2006 F A U Joint Center for Environmental and Urban Problems Fort Lauderdale, FL.
GIS Analyst
- Design of GIS spatial data tables and maps for the Marine Industries of South Florida Master Plan.
 - Gathered mapping data from various counties and agencies.
 - GIS contact person between FAU and the Urban Harbors Institute of the University of Massachusetts.
- Jan. 2005-Aug. 2005 Ft. Lauderdale Downtown Development Authority Fort Lauderdale, FL.
Light rail pilot program manager
- Analyze ridership trends in relationship to various route structures and designated stops
 - Manage and foster relationships between professional partners
 - Direct light rail pilot project vehicles, personnel and research as project facilitator/manager.
 - Drafted an operations summary with recommendations for DDA Board members and Downtown Transportation Management Association.

Nov. 2003-Jan. 2005

City of Pembroke Pines

Pembroke Pines, FL.

Planning internship

- Design of land use, zoning, and public facilities maps.
- Research of citywide DRI projects in support of the evaluation and appraisal report.

Nov. 1996-Aug. 2002

United Parcel Service

Hodjkins, IL.

Manager, Safety lead

- As a manager, effectively monitored and directed the Bullfrog package distribution system and work teams of 15-30 individuals.
- Superior production resulted from the strategic application of United Parcel Service management training.

Software
Skills:

- Microsoft Office, Powerpoint, Excel.

Language:

- Reading, writing and communicating in Spanish.


The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: November 20, 2008
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Non-Union Pay Increase

Ladies and Gentlemen:

Since we have now approved contracts for all AFSCME union represented employees, I would like to discuss an increase for all non-union employees in our Committee of the Whole meeting on Tuesday, November 25th (this is currently on our referral list).

I am in support of a 3.5% increase retroactive to January 1st for all non-union employees.

Your consideration will be appreciated.

Sincerely,

Michael A. O'Connor

MAC/ws

F-5
The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: November 20, 2008
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Increase in Liquor License D-3.2

Ladies and Gentlemen:

With the construction completion nearing for Wings Fire House (6535 West Cermak Road), we would like to request the number of liquor licenses for classification D-3.2 (restaurant with separate bar area/occupancy 60-99) be increased from two (2) to three (3).

Your concurrence will be appreciated.

Sincerely,

Michael A. O'Connor

MAC/ws

F-6
The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: November 20, 2008
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Land Acquisition

Ladies and Gentlemen:

We will be discussing land acquisition in the closed Committee of the Whole and your direction will be appreciated.

Sincerely,

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

Michael A. O'Connor

MAC/ws

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: November 20, 2008
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Removal of Committee of the Whole Items

Ladies and Gentlemen:

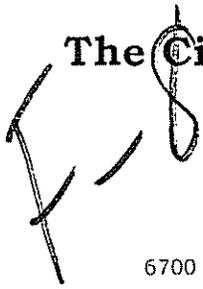
Please remove the following items that were referred to the Committee of the Whole:

#9	8/23/05	Buona Beef Development
#24	10/24/06	Amend Overnight Parking in 5 th Ward
#8	3/27/07	Approve Coffee Shop Metra Station
#38	4/10/07	Behavior Etiquette at City Hall
#19	4/24/07	MacNeal Euclid Avenue Drop Off Zone
#45	3/11/08	Crime Free Multi-Unit Housing Ordinance
#56	5/13/08	Proposal for Security Upgrades for Pumping Station
#20	6/10/08	Clean City Comm. – Pride in Berwyn is Picking Up!
#22	6/24/08	1535 Clarence – Housing for Firefighters
#16	7/8/08	Aldermanic Health Insurance
#14	10/14/08	Liquor License Changes

Sincerely,

Michael A. O'Connor

MAC/ws



The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: November 20, 2008
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Snow Plowing

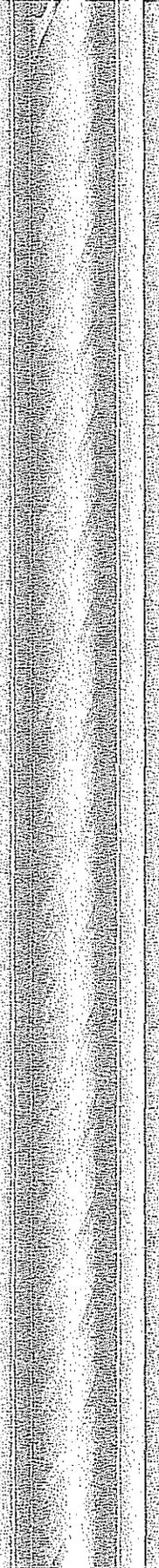
Ladies and Gentlemen:

I would like to present a proposal for your consideration.

Sincerely,

Michael A. O'Connor

MAC/ws



Section G

Reports and Communications From The City Clerk

Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

November 21, 2008

Mayor and Members
Of the Berwyn City Council

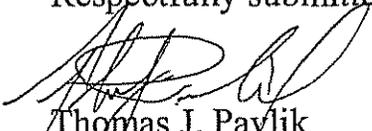
Re: 2009 City Council Meetings & Holiday Schedule

Dear Mayor and Council Members,

Please review the attached schedule of regular meetings for the Berwyn City Council and the Holidays that will be observed by City Hall for the year 2009.

We wish to call your attention to the Tuesday, February 24, 2009 meeting which is scheduled for Wednesday, February 25, 2009, due to Primary Election on February 24, 2009.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

**SCHEDULE OF REGULAR MEETINGS OF THE BERWYN CITY COUNCIL FOR
FISCAL YEAR 2009**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF BERWYN WILL HOLD REGULAR MEETINGS IN 2009 IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING, 6700 W. 26TH STREET, BERWYN, ILLINOIS, AT 8:00 PM EVERY 2ND AND 4TH TUESDAY, EXCEPT HOLIDAYS, AS FOLLOWS:

JANUARY 13, 2009	JULY 14, 2009
JANUARY 27, 2009	JULY 28, 2009
FEBRUARY 10, 2009	AUGUST 11, 2009
* FEBRUARY 25, 2009 -WEDNESDAY	AUGUST 25, 2009
MARCH 10, 2009	SEPTEMBER 8, 2009
MARCH 24, 2009	SEPTEMBER 22, 2009
APRIL 14, 2009	OCTOBER 13, 2009
APRIL 28, 2009	OCTOBER 27, 2009
MAY 12, 2009	NOVEMBER 10, 2009
MAY 26, 2009	NOVEMBER 24, 2009
JUNE 9, 2009	DECEMBER 8, 2009
JUNE 23, 2009	DECEMBER 22, 2009

***MEETING SCHEDULED FOR WEDNESDAY DUE TO LOCAL ELECTION-2/24/09**

NOTICE IS HEREBY GIVEN THAT THE CITY HALL OF BERWYN, COOK COUNTY, STATE OF ILLINOIS, WILL BE CLOSED IN OBSERVANCE OF THE FOLLOWING:

THURSDAY, JANUARY 1, 2009	NEW YEAR'S HOLIDAY
MONDAY, JANUARY 19, 2009	MARTIN LUTHER KING DAY
MONDAY, FEBRUARY 16, 2009	PRESIDENT'S DAY
FRIDAY, APRIL 10, 2009	GOOD FRIDAY
MONDAY, MAY 25, 2009	MEMORIAL DAY
FRIDAY, JULY 3, 2009	INDEPENDENCE DAY
MONDAY, SEPTEMBER 7, 2009	LABOR DAY
MONDAY, OCTOBER 12, 2009	COLUMBUS DAY
WEDNESDAY, NOVEMBER 11, 2009	VETERANS DAY
THURSDAY, NOVEMBER 26, 2009	THANKSGIVING DAY
FRIDAY, NOVEMBER 27, 2009	DAY AFTER THANKSGIVING
FRIDAY, DECEMBER 25, 2009	CHRISTMAS HOLIDAY

APPROVED BY THE BERWYN CITY COUNCIL ON

THOMAS J. PAVLIK - CITY CLERK

Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

November 21, 2008

Mayor O'Connor and Members
Of the City Council

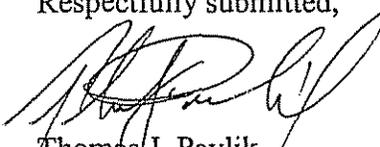
Re: Release of Closed Committee of the Whole Minutes

Dear Mayor and Members:

Attached is a Resolution to release certain closed Committee of the Whole minutes dated from February 10, 2004 through 2008.

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

Respectfully submitted,


Thomas J. Pavlik
City Clerk

RESOLUTION NO. _____

A RESOLUTION TO RELEASE CLOSED SESSION MINUTES

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

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

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

- | | | |
|--------------------|--------------------|-------------------|
| February 10, 2004 | May 25, 2004 | November 23, 2004 |
| February 23, 2005 | November 8, 2005 | February 14, 2006 |
| February 21, 2006 | March 1, 2006 | April 4, 2006 |
| May 9, 2006 | May 23, 2006 | June 26, 2006 |
| June 27, 2006 | July 26, 2006 | November 8, 2006 |
| November 14, 2006 | November 28, 2006 | December 19, 2006 |
| December 27, 2006 | January 23, 2007 | February 6, 2007 |
| February 13, 2007 | February 27, 2007 | March 20, 2007 |
| March 27, 2007 | May 8, 2007 | August 27, 2007 |
| September 11, 2007 | September 24, 2007 | November 27, 2007 |
| March 17, 2008 | March 20, 2008 | |

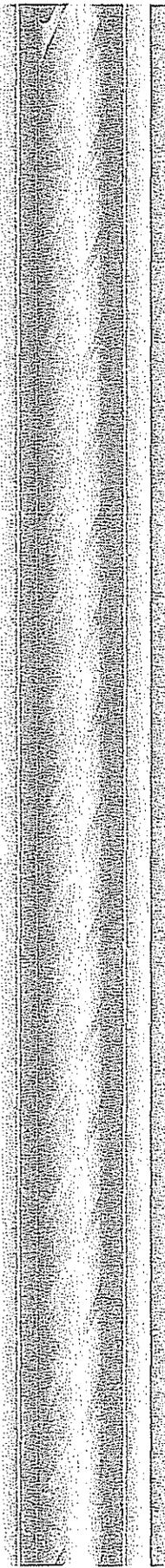
SECTION 2: This Resolution shall be in full force and effect immediately upon its passage.

ENTERED upon the records of the City of Berwyn this _____ day of _____ 2008

Michael A. O'Connor - Mayor

Attest:

Thomas J. Pavlik - City Clerk



Section H

Communications From The Zoning Board of Appeals



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

MICHAEL A. O'CONNOR, Mayor

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

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

November 20, 2008

ZONING BOARD OF APPEALS

CHAIRMAN: Joel Chrastka

EXECUTIVE SECRETARY: Milton F. Persin

MEMBERS:

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

Don Miller

SENT BY FAX AND FIRST CLASS MAIL
FAX TO: 1-708-788-2675

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

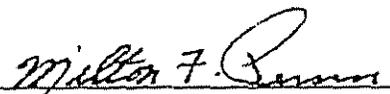
RE: James & Williams Jewelers
7020 W. Cermak Road

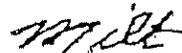
Dear Mr. Pavlik:

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

Please present to the City Council at your earliest convenience.

Sincerely,


Milton F. Persin
Executive Secretary



RESOLUTION

LEGAL DESCRIPTION

LOTS 292, 293, AND 294 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH
1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

COMMON ADDRESS

7020 W. Cermak Road

REQUEST BY APPLICANT

Variation for a projecting sign

APPLICANT-(Individually and Collectively)

JAMES & WILLIAMS JEWELERS

DATE OF PUBLIC HEARING

November 18, 2008

DATE OF PUBLIC NOTICE PUBLICATION

October 31, 2008, Berwyn Gazette Newspaper SECTION OF THE SOUTH
TOWNSHIP 39 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IL.

MEMBERS PRESENT

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

WHEREAS, IT IS HEREBY RESOLVED by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), In a PUBLIC MEETING of the BOARD on the 18th day of November, In the year 2008, having considered all the facts presented at the Hearing of this matter;

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

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

City Clerk

CITY COUNCIL

1. Mr. William S. Hlavacek testified that he purchased the property at 7020 W. Cermak Road from family members in the year 1990 and he is a beneficiary under a Land Trust that owns the property. He has operated a general jewelry business on the premises for about 47 years under the corporate business name of James & Williams Jewelers, Inc. He is the President of the corporation and his daughter and brother-in-law are involved in the business and are officers of the company.

2. The parcel involved consists of 3 lots, 292, 293, and 294, each measuring 26 feet in width and 125.15 feet in length, with total lot dimensions of 78' X 125.15'. The one story flat roof brick building faces south on Cermak Road, measures 39.04' wide and 96.90' in depth, is located on lot 294 and partially on lot 293, and the area to the east, is the parking lot which is situated partially on lot 293 and all of lot 292. There are nine parking spaces in the east parking lot and four more at the rear north end of the building. There is no set back off Cermak Road and no side yard to the west.

3. The witness stated that he has been selling Rolex watches since 1964 and the Rolex Company has authorized him to erect a Rolex sign on his building. There are only 2 of these signs presently in 17 other states and his is the only sign authorized in the State of Illinois, so this is quite an honor for him and for the community. The cost for the sign is \$8,000.00 and the Rolex Company will pay for a portion of that expense. The sign will be erected and maintained by his own employees.

4. There presently is a sign attached to the southwest portion of the front of the building with the lettering of JAMES & WILLIAMS JEWELERS. The lit ROLEX sign will be erected at the southeast front of the building, is white in color with the vertical lettering of ROLEX in green. The sign is 78 inches (6-1/2 feet) in vertical length, will extend 18 inches from the building over the front sidewalk on Cermak Road, its base dimension at the building line will be about 2-1/2 feet and then will taper to about 11 to 12 inches at the front south end of the sign. The building is about 18 feet in height and the sign will start about 4 to 6 inches from the top of the building and will be lit by a timing device from dusk to about 12:00 A.M.

5. The witness testified that his business hours are from 9:00 A.M. to 5:30 P.M. Monday through Friday and 9:00 A.M. to 5:00 P.M. on Saturday. He has 14 employees and there are about 8 to 10 employees on the premises at any one time. This sign will not in any way obstruct the view of vehicles or pedestrians on Cermak Road, will be an attractive sign, and will be beneficial to the community and his business.

6. He is anxious to get the sign erected and if the Zoning Board and City Council approve his variation request he will have the sign in place within 3 weeks after such approval.

7. Mr. Douglas Walega testified that he has had a long relationship with Mr. Hlavacek and can vouch that he operates a very clean and efficient business on the premises, was given the PIPER AWARD from the Berwyn Development Corporation, and would never do anything that was detrimental to the City of Berwyn.

8. Mr. Dominic Castaldo, the area investigator, presented a written report which is incorporated by reference in this resolution. He did his investigation in presence of Mr. Hlavacek on Thursday, November 5, 2008. The building is located at 7020 W. Cermak Road and there is a parking lot to the east of the building with 9 parking spaces. The building faces south on Cermak Road and the rear yard is about 25 feet to the alley. The parking lot is well lit and paved, has security gates, camera protection, landscaping with trees, a flag pole, and stone filled for decoration. Mr. Hlavacek wishes to erect a lighted Rolex Watch sign attached to the east end of the building corner extending about 18 inches from the wall over the sidewalk and about 6 feet in height. The street consists of a general assortment of businesses, many of which already have signs extending 3 to 6 feet over the sidewalk. He counted 23 signs from Oak Park Avenue to Harlem Avenue. He distributed notices of the variation hearing to the businesses along Cermak Road. Mr. Castaldo voted in favor of granting the variation to erect the sign as requested.

9. Messrs: Fejt, Chrastka, Persin and Mrs. Laureto and Hernandez all agreed with the area investigator and voted in favor of granting the variation to allow the erection of the sign. Comments were that the sign will not present any safety problem and will add some prestige to the area. The final vote was 6 to 0 in favor of granting the variation to allow the erection of the sign in accordance with the testimony at the

the rear yard is about 25 feet to the alley. The parking lot is well lit and paved, has security gates, camera protection, landscaping with trees, a flag pole, and stone filled for decoration. Mr. Hlavacek wishes to erect a lighted Rolex Watch sign attached to the east end of the building corner extending about 18 inches from the wall over the sidewalk and about 6 feet in height. The street consists of a general assortment of businesses, many of which already have signs extending 3 to 6 feet over the sidewalk. He counted 23 signs from Oak Park Avenue to Harlem Avenue. He distributed notices of the variation hearing to the businesses along Cermak Road. Mr. Castaldo voted in favor of granting the variation to erect the sign as requested.

the hearing, documents presented, and this resolution.

This resolution was approved on the 18th day of November, 2008.

BERWYN ZONING BOARD OF APPEALS



Milton F. Persin-Executive Secretary

November 18, 2008

Page 5 of 6

Resolution.

November, 2008

Executive Secretary

VARIATION ORDINANCE #

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Variation(s) Included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon;

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

Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said Variation(s);

Whereas, the Applicant JAMES & WILLIAMS JEWELERS

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

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

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

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

The common address is 7020 W. Cermak Road and legally described as follows:

LOTS 292, 293, AND 294 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

A variation from the terms of the Zoning Code is hereby granted to allow the erection of a Rolex sign extending approximately 18 inches over the sidewalk at the southeast front of the building in accordance with the testimony at the hearing, documents that were presented, and the resolution.

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

Passed this _____ day of _____, 2007.

Number Voting Yes: _____ Number Voting No: _____

Absent: _____ Abstain _____

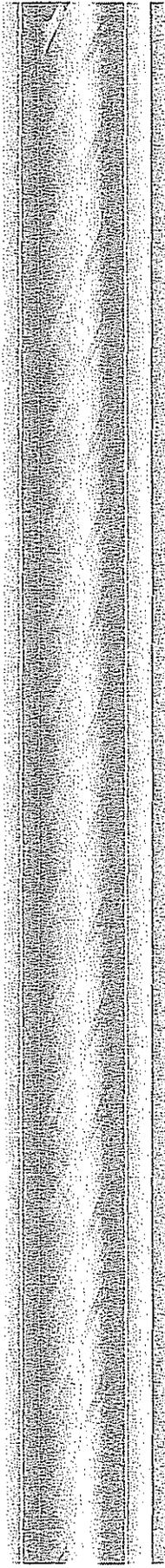
ATTEST:

Approved this _____ day of _____, 2007.

Tom Pavlik City Clerk

Michael O'Connor-Mayor

is hereby granted to allow the erection of a Rolex sign extending approximately 18 inches over the sidewalk at the southeast front of the building in accordance with the testimony at the hearing, documents that were presented, and the resolution.



Section I

Reports and
Communications From
Aldermen, Committees,
Boards and Commissions



THE CITY OF BERWYN, ILLINOIS

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

NONA N. CHAPMAN
First Ward Alderman

HM: (708) 484.Nona (6662)
E-Mail: 1stWard@Berwyn-IL.Gov

November 21, 2008
Mayor Michael A. O'Connor
Members of the Berwyn City Council
Berwyn City Hall

SUBJECT: La Notte remodel project

Ladies and Gentlemen,

Attached is an architect plan submitted by La Notte, it is the remodel project they are working on. However, a variance is needed because there is an issue of building a concrete ramp on the exterior of the building to provide a handicap accessible entry to the restaurant. The building director approves of this project and I agree. I would like to get this approved, so they can move forward on this project.

Because the ramp will be on city property I would like to request a hold harmless and indemnification to be signed by La Notte.

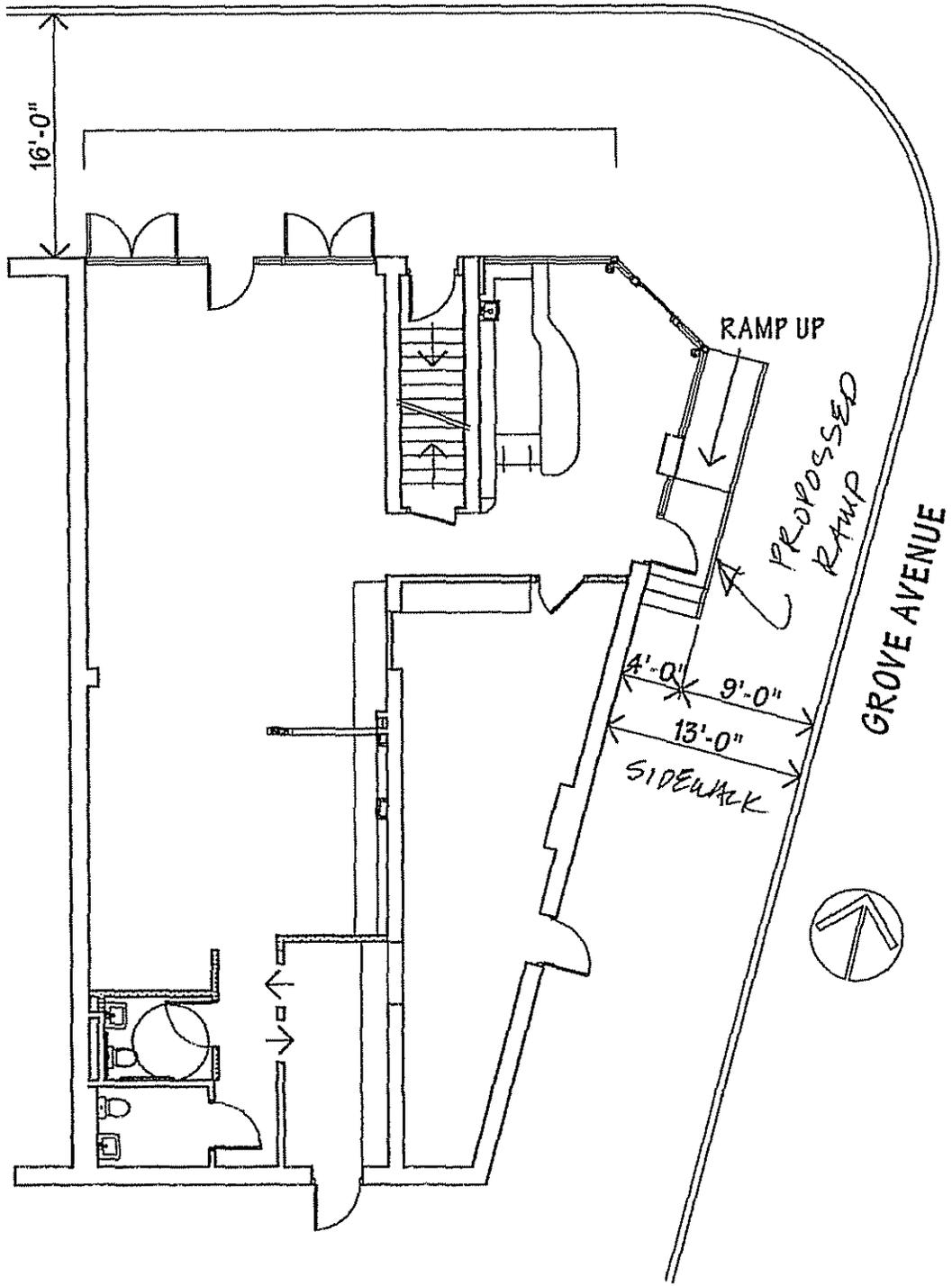
Please see attached for the for the specifics.

Thank you for your consideration.

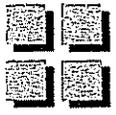
Sincerely,

Nona N. Chapman
1st Ward Alderman

WINDSOR AVENUE



Arcotech



A · R · C · H · I · T · E · C · T · U · R · E
Arcotech Corporation
3437 South Grove Avenue Berwyn, Illinois 60402
708-788-4552 • FAX 708-749-7207

PROPOSED SITE PLAN

La Notte Cafe
6822 Windsor Ave
Berwyn, IL 60402

JOB NO:	6651
SCALE:	3/32" = 1'-0"
DATE:	10/07/08
SHEET NUMBER	107-2



Michele D. Skryd
ALDERMAN FOURTH WARD
BERWYN, ILLINOIS

November 20, 2008

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

RE: Sister Cities International

Ladies and Gentlemen:

Attached is information on an exciting opportunity for the City of Berwyn. Please review the information and visit their website www.sister-cities.org

Sister Cities International is a nonprofit, citizen diplomacy network that creates and strengthens partnerships between U S and international communities to increase global cooperation at the local level. Headquartered in Washington, DC, Sister Cities International promotes sustainable development, youth involvement, cultural understanding, and humanitarian assistance. As an international membership organization, Sister Cities International officially certifies, represents, and supports partnerships between U S cities, counties, states, and similar jurisdictions in other countries to ensure their continued commitment and success. The Sister Cities International network represents more than 2,500 communities in 137 countries around the world.

Sister Cities International members benefit from grants and programs initiated by the international office in Washington D.C. Sister Cities International's partnership with the Wheelchair Foundation, for instance, allows sister city communities to send wheelchairs to their counterparts abroad through a program called "Wheelchairs for Peace." Other programs have revolved around domestic violence prevention, local governance, and HIV/AIDS education and prevention. Two of our current programs are the Sister Cities International Network for Sustainable Development and the Youth and Education Network.

A city commission is put together formally by municipal ordinance and carries out its functions as an arm of city government. The mayor usually appoints the members of the sister cities.

I have been working with Jan Zaruba, Councillor, Metropolitan District Prague 6, which is a city with many similarities to Berwyn. Senator Martin A. Sandoval is also helping me research the possibility of Berwyn being a Sister City to a community within Mexico.

It would be my recommendation to join Sister Cities International. The fee for a city with our population is approximately \$700,000, and refer to the law department for research on an applicable ordinance.

Respectfully,

Michele D. Skryd
4th Ward Alderman



A Dynamic Citizen Diplomacy Network Promoting Cultural Understanding

Benefits of Membership

Sister Cities International is an excellent way for your community to establish close relationships with one or more international communities. These partnerships allow your community to creatively learn, work, and solve problems through cultural, educational, municipal, business, professional, and technical exchanges and projects.

Mission & Goals of Sister Cities International

Sister Cities International's mission is to promote peace through mutual respect, understanding, & cooperation - one individual, one community at a time

Created in 1956 by President Dwight D. Eisenhower, the goal of the organization is to develop municipal partnerships between U.S. cities, counties, and states and similar jurisdictions in other nations. Additionally, we work with ordinary citizens to participate in people-to-people exchanges and to build long-term partnerships between U.S. and international municipalities. Our relationships transcend national politics with the ultimate goal of world peace. We represent nearly 700 U.S. communities and nearly 2,300 partnerships with sister communities in 135 countries.

Members of Sister Cities International are entitled to many benefits through our programs and services:

www.sister-cities.org

As a member, you can log on to our website and read the latest news and trends from the sister city network. Members gain access to the best practices database featuring economic development, humanitarian assistance, youth, and sustainable development projects. Members may also download signing ceremony templates as well as toolkits and guides on fundraising, communications, Sister Schools, and more!

Publications

All Sister Cities International members will receive official listings in both print and online versions of the Membership Directory. In addition, members receive subscriptions to all Sister Cities International publications including *Sister Cities International Newsletter*, our bi-monthly e-Newsletter, and a copy of our Annual Membership Directory.

Visa Resources and Guides

Are you hosting an international delegation or traveling abroad? Have questions about U.S. visas? The Visa Resource Department provides up-to-date information to members on the visa application process, along with resources and contacts to make the visa process less of a headache.

Annual Conference

The Annual Conference allows members from across the United States and the world to network with hundreds of local government leaders, business executives, educators, and community activists who will be on hand to discuss sister city partnerships and programs. The 2009 Conference will take place in Belfast, Northern Ireland, July 29 – August 1, 2009.

Conference Call Seminars

Do you have questions about writing grant proposals, preparing for an audit, or starting Sister Schools programs? Sister Cities International hosts regular Conference Call Seminars that connect members with experts in the field, giving you the opportunity to ask specific questions for your community.

Cities Seeking Cities & Tell Your Sister City Stories Databases

Communities seeking to build relationships have access to a beneficial tool found on our website that allows international communities looking for a U.S. partnership to submit a profile of your city/town with details of the types of programs you are interested in. The searchable "Tell your Sister City Stories Database" allows members to share their programmatic successes, personal experiences, and fundraising achievements.

Youth and Education Programs

Members of Sister Cities International have special access to youth programs such as the Young Artists Showcase, the Annual Youth Conference (held in conjunction with the Annual Conference), the Student Exchange Partnership, the Iraqi Youth Leadership Exchange, and the Youth and Education Network.

Grant and Awards Opportunities

Through the Annual Awards Program, Sister Cities International annually honors members for exemplary sister city programs and their achievements. In addition, Sister Cities International maintains an updated list of grant opportunities for youth and education programs that members may apply to on our website.

Muslim World Partnership Initiative

Sister Cities International recognizes that in order to secure a more peaceful future, we must encourage better understanding and cooperation between the West and the Muslim world. The Muslim World Partnership Initiative seeks to provide U.S. communities and communities in the Muslim world support and opportunities for positive direct engagement with one another.

State Coordinators

For members in the United States, state coordinators serve as another resource for information and support for local sister city communities. State coordinators are experienced members of Sister Cities International, providing assistance and support for state-wide sister city programs.

Network for Sustainable Development

Members can apply to join our Network for Sustainable Development, a network of sister city partnerships dedicated to responding to the challenges of achieving sustainable urban development. The current 48 members of the Sister Cities Network for Sustainable Development and their international counterparts represent a broad cross-section of the Sister Cities International membership.

Humanitarian Assistance

Sister Cities International has many pre-existing programs to help sister city communities provide humanitarian aid to their international counterparts, including Wheelchairs for Peace and the Emergency Response Program. In addition, USAID has recently partnered with SCI to create Community Connector (C2), a web-based tool to facilitate and direct humanitarian assistance based on individual community needs.

**For more information or to join Sister Cities International please contact Membership Manager
Laura Giroux via email (lgiroux@sister-cities.org) or call 202.347.8630 ext 8639**

7-3



November 20, 2008

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

RE: Berwyn Main Street / NBPD "Miracle on 22nd" Holiday Event

Ladies and Gentlemen:

The Berwyn Main Street Mission is to stimulate and promote the revitalization and preservation of the Cermak Road corridor while fostering economic development and encouraging community partnerships. We are asking the City of Berwyn for permission to host "Miracle on 22nd"

Our Promotions Committee (PR) has partnered with the North Berwyn Park District and will be hosting the first annual "Miracle on 22nd" holiday shopping event. This event is scheduled to be held on December 20th 2008, from 4:00 pm until 9:00pm.

The Berwyn Main Street PR Committee is asking for the City of Berwyn's cooperation by providing the following services:

Street closure- Scoville Avenue from 22nd Street north to the alley, from 2:00pm until 9:00pm

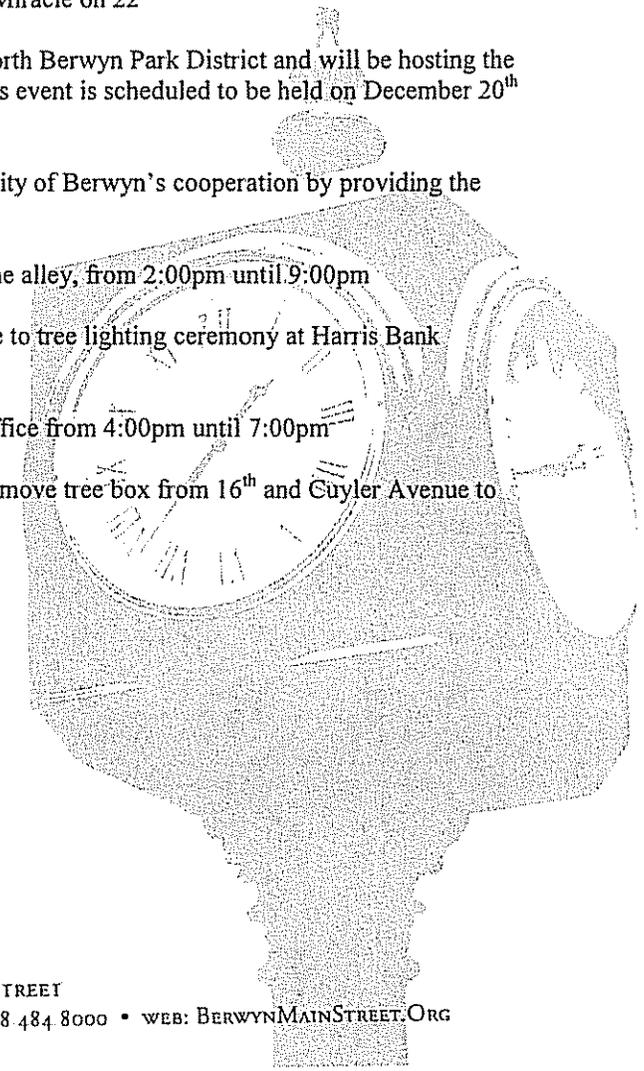
Santa- Request Berwyn FD to delivery Santa by fire engine to tree lighting ceremony at Harris Bank located at 22nd and Wesley Avenue, time to be determined

No Parking signs- To be posted in front of Berwyn Post Office from 4:00pm until 7:00pm

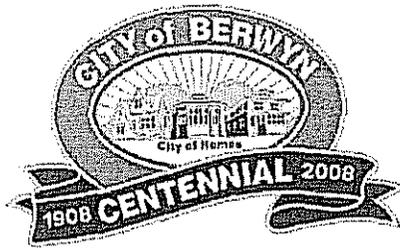
Tree Box- Public Works Department to use front loader to move tree box from 16th and Cuyler Avenue to Harris Bank, as soon as convenient

Respectfully,


Dario Solano
Executive Director
Berwyn Main Street



Michael A. O'Connor
Mayor



Robert J. Lovero
Alderman – 7th Ward

A Century of Progress with Pride

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

November 21, 2008

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

RE: Sign Variance – James & Williams Jewelers
7020 W. Cermak Road

Ladies and Gentlemen;

The owner of James & Williams Jewelers has applied for a sign variance and a zoning hearing was conducted on November 18, 2008. The sign is to extend 18 inches over the City sidewalk. The Zoning Board approved the variance by a vote of 6 – 0. I am requesting the approval of Council prior to the receipt of the variance ordinance from the Board, because of the tight schedule of both the Zoning Chairman and the impending holiday season.

The sign is a prestigious award to this business by the Rolex watch company, one of only twelve signs approved by Rolex over the entire United States. In this time of economic troubles any assistance we can provide to local businesses for the upcoming holiday season is surely appreciated, especially a business which is a tremendous asset to the City of Berwyn. If approval were to be forestalled then the enhancement of this retail business, by the advertisement of this high profile product, would be hindered.

I am requesting the Council's approval to allow the business to proceed immediately, upon receipt of necessary permits, to install the sign. Thank you for your cooperation.

Respectfully,

Robert J. Lovero
7th Ward Alderman

RJL:gal

Michael A. O'Connor
Mayor



Robert J. Lovero
Alderman – 7th Ward

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November 21, 2008

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

RE: LBE, MBE and WBE economic Development

Ladies and Gentlemen;

I am submitting a sample ordinance to Council for the establishment of guidelines in awarding contracts. This is just an example and should be discussed in Committee of the Whole, with the BDC and reviewed by the City Attorneys.

I have read several ordinances and statutes, including from the State of Illinois, and believe that the example attached best summarizes the process and provides fair and equitable guidelines and goals.

I am requesting that the communication be referred to the Committee of the Whole, the Berwyn Development Corporation and the City Attorneys. Thank you for your cooperation.

Respectfully,

Robert J. Lovero
7th Ward Alderman

RJL:gal

LOCAL, MINORITY-OWNED, and WOMEN-OWNED ECONOMIC DEVELOPMENT PROGRAM

SEC 1. Purpose. It shall be the purpose of this ordinance to promote and encourage the participation of local businesses, minority-owned and women-owned businesses in the City's awarding of contracts for the construction, development or repair of real property owned by, subsidized by through TIF or other financing incentives, or otherwise subject to the awarding of contracts by the bidding process.

SEC 2. Local, minority-owned, and women-owned business economic development program.

(A) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(1) *Affiliate* means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the person or entity specified.

(2) *Broker* means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between the supplier and the customer.

(3) *Construction contract* means a contract for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad, or other structure or infrastructure.

(4) *Contract* means any contract, purchase order, or agreement awarded by the City and which cost is to be paid from funds belonging to or administered by the City.

(5) *Contractor* means any person or business entity that shall enter into a contract with the City and includes all partners and all joint ventures of such person or entity.

(6) *Joint venture* means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills, and knowledge.

(7) *Local business* means a business entity located within the county.

(8) *Local business enterprise* and LBE mean a business that is located within the City. Such business shall be certified as evidenced by an executed affidavit, in a form prescribed by the City, stating that such business meets the qualifications set forth in this section.

(9) *Minority group* means any of the following racial or ethnic groups:

(a) *African-Americans or Blacks.* Persons having origins in any of the black racial groups of Africa;

(b) *Hispanics.* Persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;

(c) *Asian-Americans.* Persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent or the Pacific Islands;

(d) *Other groups or individuals.* Persons found by the board of trustees to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in area markets or to do business with the City; and

(e) *DBE's.* For purposes of contracts funded by the state or federal government, groups found to eligible for purposes of the designation of DBE's by such governmental sources.

(10) *Minority-owned business* and MBE means a local business which is at least 51 percent owned by one or more members of one or more minority groups, or in the case of a publicly held corporation, at least 51

percent of the stock of which is owned by one or more members of one or more minority groups, whose management and daily business operations are controlled by one or more members of one or more minority groups. Such business shall be certified as evidenced by an executed affidavit, in a form prescribed by the City, stating that such business meets the qualifications set forth in this section.

(11) *Owned* means having all the customary incidents of ownership, including the right of disposition, and sharing in all risks and profits commensurate with the degree of ownership interest.

(12) *Purchasing agent* means the person or persons authorized to execute, negotiate or award contracts, or his designee.

(13) *Women-owned business* and WBE means a local business which is at least 51 percent owned by one or more women, or, in the case of a publicly held corporation 51 percent of the stock of which is owned by one or more women, whose management and daily business operations are controlled by one or more women. Such business shall be certified as evidenced by an executed affidavit, in a form prescribed by the City, stating that such business meets the qualifications set forth in this section.

SEC 3. Establishment of Goal. The purchasing agent shall establish a goal of awarding not less than 10 percent of the annual dollar value of all contracts in excess of \$10,000.00 to qualified MBEs, ten percent of the annual dollar value of contracts in excess of \$10,000.00 to qualified WBEs, and ten percent of the annual dollar value of contracts in excess of \$10,000.00 to qualified LBEs.

SEC 4. Implementation of Goal. In order to achieve the goal stated in subsection (b) of this section, the purchasing agent shall undertake, in addition to the other measures provided in this section, the following measures:

(1) Insert within specifications for each contract let through competitive bidding a requirement that the contract commit to the expenditure of at least 10 percent of the dollar value of the contract to qualified MBEs, ten percent of the dollar value of the contract with qualified WBEs, and ten percent of the dollar value of the contract with qualified LBEs. This commitment may be met by the contractor's status as an MBE, LBE, or WBE, or by a joint venture with one or more MBEs, LBEs, or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs, LBEs, or WBEs, or by purchase of materials or services for the work from one or more MBEs, LBEs, or WBEs, or by any combination of such business entities.

(2) Consider the extent of each bidder's commitment to MBE, WBE, and LBE participation as further evidence of the responsibility of the bidder.

(3) Include within the bid specifications for each competitively bid contract a list of certified MBEs, LBEs, and WBEs that are available to perform the work required by the specifications or otherwise make such a list available to the potential bidder.

(4) Include MBEs, LBEs and WBEs on solicitation mailing lists, and encourage that they be solicited for suitable contracts.

(5) Insert in each contract containing a commitment to MBE, LBE, and/or WBE participation the following:

(a) A requirement of periodic reporting by the contractor to the purchasing agent on all expenditures made to achieve compliance with the provisions in this section. Such reports shall include the name and

business address of each MBE, LBE, and WBE solicited by the contractor to work as a subcontractor on the contract and the responses received to such solicitation, the name and business address of each MBE, LBE, and WBE actually involved in the contract and a description of the work supplied by each.

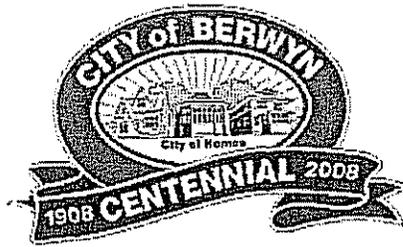
(b) Uniform provisions permitting the termination of the contract by the City upon the disqualification of the contractor as an MBE, LBE, or WBE if the contractor's status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

(c) Uniform provisions permitting the termination of the contract by the City upon the disqualification of any LBE, MBE, or WBE subcontractor or supplier of goods or services if the subcontractor's or supplier's status as an MBE, LBE, or WBE was a factor in the award of the contract and the status of the subcontractor or supplier was misrepresented by the contractor. If the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified LBE, MBE, or WBE as its replacement.

(d) Uniform provisions allowing the City's agent access to the contractor's books and records including without limitation payroll records, tax returns and records, and books or accounts, on five business days' notice, to allow the determination of the contractor's compliance with its contract and commitment to LBE, MBE, and WBE participation.

(D) *Reduction or waiver of commitment.* If, in connection with a particular contract in excess of \$10,000.00, either before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the contract performance, the purchasing agent determines that it is impracticable or excessively costly to obtain qualified LBEs, MBEs, or WBEs to perform sufficient work to fulfill the commitment stated in Section 4 of this ordinance, the purchasing agent shall reduce or waive the commitment to LBE, MBE, WBE participation in the contract, as may be appropriate. A waiver or reduction shall be deemed appropriate if a contractor has successfully solicited 50 percent or more of the appropriate LBEs, MBEs, or WBEs to perform the work identified in the bid solicitation and has documented such effort to the satisfaction of the purchasing agent. If the purchasing agent determines that a lesser percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, such bid solicitations shall include a statement of such revised standards.

Michael A. O'Connor
Mayor



Berwyn Historic Preservation
Commission

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427
www.berwyn-il.gov

November 20, 2008

Communication from the Berwyn Historic Preservation Commission

Re: Demolition of 1535 Clarence

The Berwyn Historic Preservation Commission has received notice of the Fire Department's intent to demolish the residential structure at 1535 Clarence Avenue. After touring and researching the history of the property, the Commission finds no hard evidence that this property would be eligible for local or national landmarking.

Having said that, the Commission believes it is detrimental to the surrounding area to demolish this still usable structure which fits into the existing context along this residential street. All avenues of adaptive reuse should be explored before tearing down this building and changing the character of the neighborhood. We also believe that there are other community organizations that could make good use of the property and pay for the necessary renovations.

While we understand that the Fire Department has very practical concerns, we would also like to recommend that part of the south-side yard be used to allow more room for a turning radius for the fire equipment and that the remainder of the back part of the lot be used to accommodate surface parking.

In addition, the Commission is concerned about taxpayer-financed removal of another piece of Berwyn's residential heritage without a clear purpose or need. It is our understanding the Fire Department originally purchased the property at \$250,000 (full market value) to house firefighters working at the adjacent 16th Street Fire Station. Unwilling or unable to pay for its \$62,000 renovation, the Fire Department is now proposing a \$10,000 demolition in the interest of a surface lot that will add up to nine new parking spaces at approximately \$29,000 (including costs for asphalt and concrete) per space. This is an expensive method for adding minimal parking and potentially damaging the surrounding neighborhood.

We are concerned that this is not the most cost-effective or logical use of this city-acquired parcel. And don't agree that this demolition is the best option for meeting the parking and access needs of the Fire Department.

The Commission urges the Council hold City government to a higher standard. The City is setting an adverse precedent by subsidizing demolition of the City's unique and historic housing stock without properly considering other options first.

The Commission is available to answer questions or provide information regarding this communication. Please contact the Commission at BHPC@ci.berwyn.il.us.

Section J

Staff Reports

51

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 11/25/08

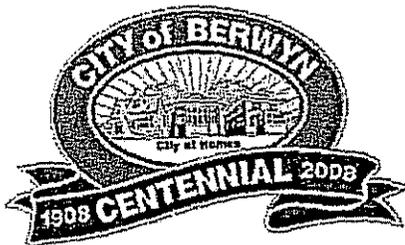
Deferred Communication

Agenda Item J-1 is a Deferred Communication from C C Meeting dated 11/11/08 Agenda item #25

FROM Finance Director

Re: Ordinance for the Issuance of a \$2 Million Line of Credit

Michael A. O'Connor
Mayor



A Century of Progress with Pride

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

John Wysocki
Finance Director

ITEM NO. 39

DATE OCT 14 2008

DISPOSITION _____

Depos / Paper Tax

ITEM NO. 25

DATE OCT 28 2008

DISPOSITION _____

Depos

To: Mayor Michael O'Connor and the City Council

From: John Wysocki

Date: October 10, 2008

Subject: Ordinance for the Issuance of a \$2 million Line of Credit

Attached is an ordinance providing for the issuance of a \$2 million line of credit with Citizens Community Bank that I am requesting your approval of. This line of credit would serve as a short term safety net in the event we need funds to meet the cash flow needs of the city while we await receipt of our property tax revenues. If drawn on, it would be promptly paid back once property tax collections come in. Thank you.

ITEM NO. 25

DATE NOV 17 2008

DISPOSITION _____

Depos

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
APPROVING AN UNSECURED REVOLVING LINE OF CREDIT WITH
CITIZENS BANK**

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

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

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

ORDINANCE No. _____

**ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
APPROVING AN UNSECURED REVOLVING LINE OF CREDIT WITH
CITIZENS BANK**

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

WHEREAS, the City provides many services to its residents including, but not limited to, police protection; fire protection; provision of water; maintenance of streets and sidewalks; garbage collection; business regulation; and, zoning protections; just to name a few; and

WHEREAS, the City must always be in a position to have the working cash necessary to provide all of such services to its citizens; and

WHEREAS, most of the revenues for operation are distributed to the City through the State and county departments and agencies and the City has experienced delays in such distributions creating a cash flow deficit; and

WHEREAS, it is in the best interest of the citizens of the City that the City Council undertake the approval of a revolving line of credit in order to have a source to draw upon for working cash needs where unforeseen emergencies arise or substantial delays have occurred in the distribution of taxes from the respective state and county agencies; and

WHEREAS, having an unsecured revolving line of credit allows the City to draw minimum amounts to meet emergency needs until revenues are received at interest rates which are calculated on a tax exempt rate thereby eliminating long term borrowing and the significant closing costs incurred thereto; and

WHEREAS, all proposed draws from said account should be timely presented to City Council for approval by resolution by the Finance Director.

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

Section 1. The preambles stated above are hereby incorporated herein as if restated.

Section 2. Citizens Bank- Illinois, N.A., 3322 South Oak Park Avenue, Berwyn, Illinois (the "Lender") has negotiated an unsecured revolving line of credit on behalf of the City in the amount of \$2,000,000, on the condition that the City execute and deliver a Promissory Note in the form attached to this Ordinance and made part herewith.

Section 3. The maximum amount to be borrowed by the City in connection with this line of credit is never to exceed \$2,000,000, with interest never to exceed the prime rate of Lender as announced from time to time.

Section 4. Any draws made by the City under this line of credit must be approved by the City Council by resolution.

Section 5. That the Mayor and City Clerk are hereby authorized and directed to execute any and all documents required to give affect to the unsecured revolving line of credit with the Lender.

Section 6. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law and a copy of the Ordinance shall be forwarded to Citizens Bank for its file for reference in the event a draw is requested and a Promissory Note delivered to the Bank.

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

J-2

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 11/25/08

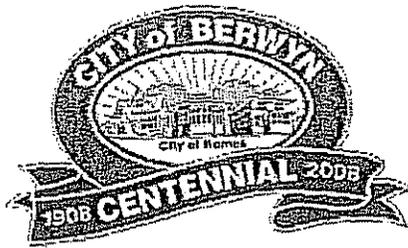
Deferred Communication

Agenda Item J-2 is a Deferred Communication from C C Meeting dated 11/11/08 Agenda item #26

FROM Finance Director

Re: Ordinance-Chicago Water Rate Increase

Michael A. O'Connor
Mayor



John Wysocki
Finance Director

J-6

ITEM NO. 41
DATE OCT 14 2008
DISPOSITION _____

A Century of Progress with Pride

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

DATE NOV 11 2008

Refer / Refer Cow

To: City Council and Mayor Michael O'Connor

DISPOSITION
Refer

ITEM NO. 26
DATE OCT 28 2008

From: John Wysocki

DISPOSITION
Refer

Date: October 3, 2008

Re: Chicago Water Rate Increase Ordinance

Last November we received notification from the City of Chicago (see attached) of water rate increases to be enacted over a three year period as follows: 15% in 2008, 15% in 2009 and 14% in 2010. At that time, a 10% rate increase was requested but only an 8% was approved.

The cost of water purchases from the City of Chicago is approximately 55% of the total costs of the water and sewer fund. Therefore, passing on the Chicago rate increase equates to a little more than an 8% rate increase to Berwyn residents.

Historically, water & sewer fund revenues have been sufficient to cover the costs of operating the fund except for depreciation expense. In 2007, costs (excluding depreciation) exceeded revenues by almost \$500,000.

Therefore, I now recommend a 10% increase for 2009 to cover Chicago's 2009 15% increase and to help cover other internal costs which have increased over the years but have not been reflected in water rates.

Attachments

ORDINANCE NO. ____

AN ORDINANCE ADJUSTING BASIC WATER USE CHARGES BY
AMENDING SECTION 1048.02 OF THE BERWYN CODIFIED ORDINANCES
IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

WHEREAS, the City of Berwyn and the City of Chicago have previously entered into a contract to allow Lake Michigan water to be delivered to the City for distribution and sale to potable water users and utility customers; and

WHEREAS, the City of Berwyn administers the collection of all such customer accounts and provides applicable billing invoices, accounting services and expends other public funds to deliver, monitor usage and bill City users of Lake Michigan potable water at the most cost-effective rates; and

WHEREAS, the City of Chicago has given the City of Berwyn notice that water rates charged for the distribution and supply of Lake Michigan water will be increasing by fifteen percent (15%) commencing in 2009.

NOW, THEREFORE, be it ordained that the City Council of the City of Berwyn, Cook County, Illinois, pursuant to its home-rule authority, adopts the amended billing fee rate adjustment as established by the City of Chicago for the sale and delivery of Lake Michigan potable water in the 2009 calendar year as set forth below:

SECTION 1: All applicable basic water use charges for all classes of water users, contained in Section 1048.02 of the Berwyn Code of Ordinances, shall be adjusted by increasing all such rates and charges by 10 % for the 2009 Fiscal Year.

SECTION 2: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 3: All ordinances in conflict herewith are hereby amended or repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law to be effective by January 1, 2009.

ADOPTED this _____, 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 _____

Michael A. O'Connor, Mayor

ATTEST:

Thomas J. Pavlik, City Clerk



City of Chicago
Richard M. Daley, Mayor

Department of Water Management

John F. Spatz, Jr.
Commissioner

Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611

(312) 744-7001
(312) 744-9631 (FAX)
(312) 744-2968 (TTY)

<http://www.cityofchicago.org/watermanagement>

November 13, 2007

Mr. Patrick Ryan
City Of Berwyn
6700 W. 26th Street
Berwyn, IL. 60402

Dear Municipal Water Supply Customer:

I am writing to inform you that today City Council passed Mayor Richard M. Daley's 2008 Budget. Please be advised that water rate increases were approved as follows:

January 1, 2008	15%
January 1, 2009	15%
January 1, 2010	14%

These rate increases are necessary as they will allow us to continue to provide the level of service you expect as a customer, increase our water and sewer infrastructure renewal and replacement program, and to proceed with facility upgrades.

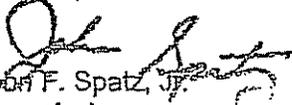
These rate increases are needed to keep up with the increasing costs of operations and maintenance due to increases in labor, materials, energy and fuel costs, rising costs of construction to maintain and replace aging infrastructure, increasing costs of capital projects and costs associated with regulatory compliance.

Our pumping stations and treatment plants are well maintained, but aging. In the last 10 years we have continued with investing in our facilities. An example of some of these projects included the investment of over 215 Million Dollars on projects including the expansion of the 79th Street Outlet Tunnel, the conversion of the Roseland Pumping Station from steam to electric, a roof replacement at the Jardine Purification Plant and new chlorine facilities at the South Water Purification Plant. With each improvement security upgrades are included to ensure that they are not only more efficient but also safer. These rate increases allow us to continue to make improvements to our facilities without delay.

We will continue to invest to efficiently maintain all of our assets used to deliver water to over 5 million people in the Chicagoland area.

Should you have any questions, please feel free to contact me at 312-744-7001

Sincerely,


John F. Spatz, Jr.
Commissioner



Michael A. O'Connor
Mayor



John Wysocki
Finance Director

A Century of Progress with Pride

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

To: Mayor Michael O'Connor and the City Council

From: John Wysocki

Date: October 28, 2008

Subject: Water Rate Increase

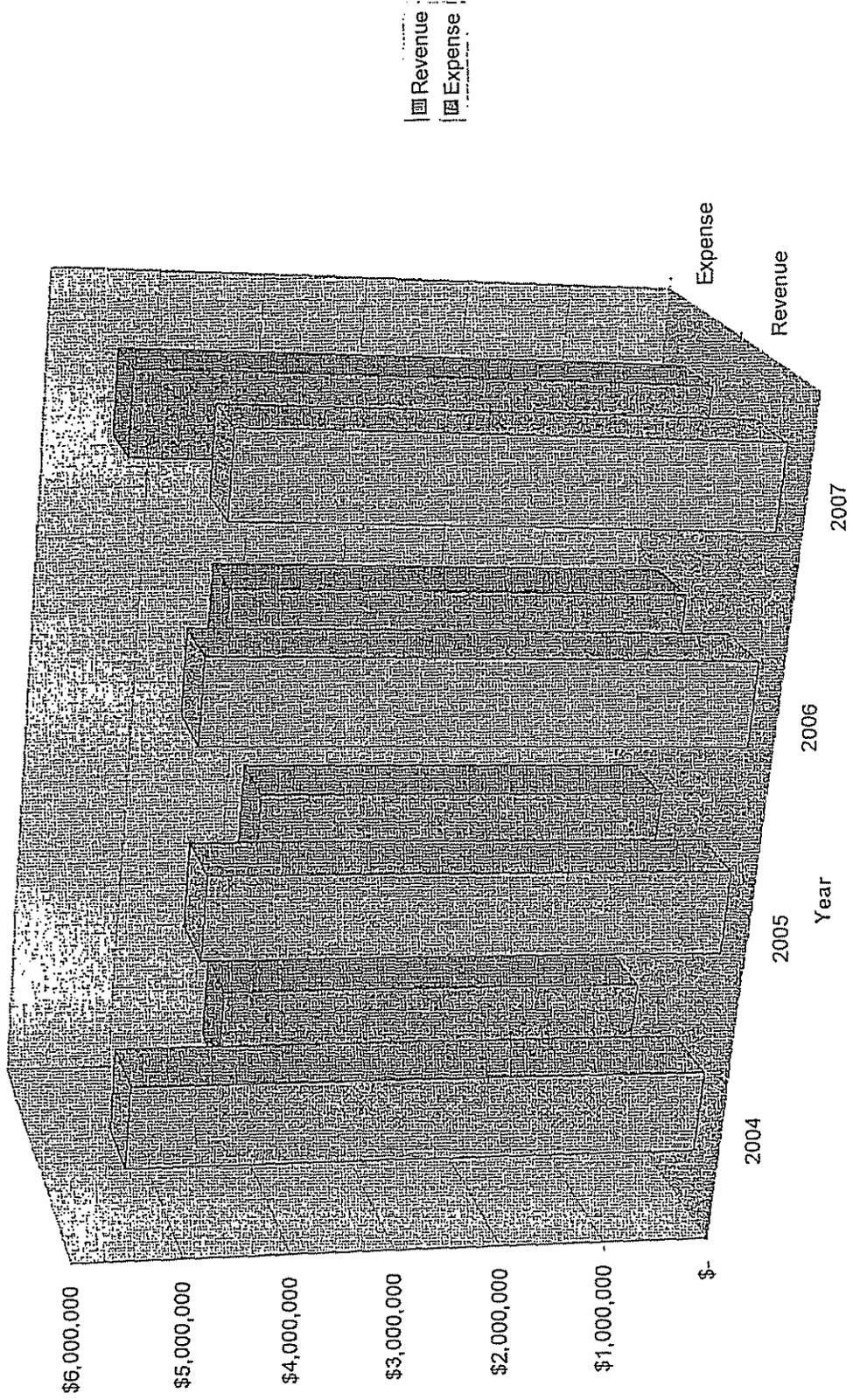
This is in response to City Council's request for details of how the credit for the 2005 water overpayment to the City of Chicago was accounted for and for information regarding the results of operations of the water fund for this year and last.

Credit for Overpayment

The overpayments to the City of Chicago actually occurred over a three year period from 2004 through 2006. The following shows the detail of the overpayments and their reimbursement.

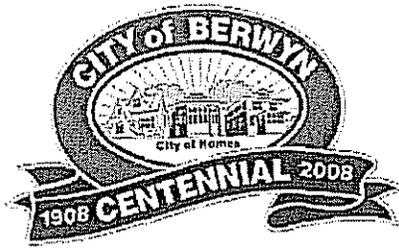
Amounts overpaid	
	2004 \$1,794,964
	2005 2,360,399
	2006 <u>438,857</u>
Total	4,594,220
Intergovernmental Receivable 12/31/04	1,794,964
Plus 2005 overpayment	<u>2,360,399</u>
Intergovernmental Receivable 12/31/05	4,155,363
Applied in 2006	(2,044,407)
Cash payment received in 2006	(2,000,000)
Plus 2006 overpayment	438,857
Amount owed for December Intergovernmental Receivable 12/31/06	<u>(215,796)</u> 334,017
Applied in 2007	<u>(334,017)</u>
Balance	\$ -

Water Fund Revenues vs Expenses (excluding depreciation)



Revenue
Expense

Michael A. O'Connor
Mayor



John Wysocki
Finance Director

A Century of Progress with Pride

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

To: City Council and Mayor Michael O'Connor

From: John Wysocki

Date: November 19, 2008

Re: 2008 Audit Contract

Attached is an engagement letter (contract) from Sikich to perform the audit of the City for the fiscal year ending December 31, 2008. If we agree to a two year (fiscal years 2008 and 2009) engagement, the 2008 fee would be \$72,000 (\$3,000 less than for fiscal year 2007) and the 2009 fee would be \$75,000.

As a result of new industry auditing standards enacted in recent years, most accounting firms have increased their fees dramatically. Based on my experience, Sikich's fees seem very reasonable. Also, considering the changes within the finance department during the year, I believe it would be important to keep the continuity of the same audit firm for at least the 2008 audit.

I would appreciate your approval of the attached engagement letter.

Attachment



998 Corporate Boulevard • Aurora, IL 60502

Members of American Institute of
Certified Public Accountants &
Illinois CPA Society

November 13, 2008

Mr. John Wysocki
Finance Director
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402-0701

Dear John:

We are pleased to confirm our understanding of the services we are to provide the City of Berwyn for the year ended December 31, 2008. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Berwyn as of and for the year ended December 31, 2008.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to accompany the City of Berwyn's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City of Berwyn's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual, for the General Fund and any major special revenue funds.
3. Schedule of Funding Progress and Schedule of Employer Contributions for the Illinois Municipal Retirement Fund, Police Pension Fund, Firefighters' Pension Fund, and Other Post-Employment Benefit Plan.
4. Notes to Required Supplementary Information
5. Schedule of expenditures of federal awards

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory Section
2. Other Supplemental Information
3. Statistical Section

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Berwyn and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

You are also responsible for management decisions and functions. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

The non-attest services expected to be performed during our audit of the financial statements as of and for the year ended December 31, 2008 are as follows:

1. Edit and produce thirty (30) copies and one electronic copy (.pdf) of the City prepared annual financial report (AFR) of the City (report introductory section, Management's Discussion and Analysis, other supplemental information, and statistical section, if any, information to be provided by City).
2. Prepare twenty (20) copies and one electronic copy (.pdf) of the management letter.
3. Prepare three (3) copies and one electronic copy (.pdf) of the report on compliance with provisions of 65 ILCS 5/11-74 of the Illinois Tax Increment Redevelopment Allocation Act.
4. Preparation of three (3) copies and one electronic copy (.pdf) of the Illinois Comptroller's Annual Financial Report and file the report electronically;
5. Prepare twenty (20) copies and one electronic copy (.pdf) of the Single Audit Report.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Berwyn's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A - 133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Berwyn's major programs. The purpose of those procedures will be to express an opinion on the City of Berwyn's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that the City will provide us with the basic information required for our audit, including information specified in the *Client Assist Workpaper Listing*, Preliminary Fieldwork and in the *Client Assist Workpaper Listing*, Final Fieldwork (to be developed and delivered to the City at the conclusion of preliminary fieldwork), and that the City is responsible for the accuracy and completeness of that information.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify Data Collection Form, if applicable, that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse.

The Data Collection Form and the reporting package must be submitted and certified within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The workpapers for this engagement are the property of Sikich LLP and constitute confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to granting agencies pursuant to authority given to it by law or regulation. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Sikich LLP personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to granting agencies. The granting agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

We will maintain our work papers for a minimum of five (5) years and, upon written request by the City, will make the work papers available to the City or its designee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

We expect to begin our preliminary fieldwork in January 2008 with final fieldwork scheduled to begin in March 2008 or when the client assist workpapers are prepared, and to review the City prepared financial statements and issue our reports in preliminary form no later than June 1, 2008. Final reports will be issued upon your approval of the preliminary drafts.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comments received during the period of the contract. Our 2005 peer review report accompanies this letter.

Our fee for these services will not exceed \$72,000 for the City; which includes out-of-pocket costs such as report reproduction, postage, etc. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually). We also reserve the right to suspend or terminate services, including those referenced above, until such time as past due balances are paid. If we elect to terminate our services, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and out of pocket costs incurred by us through the date of termination.

There are three items which can significantly increase the time required to conduct an audit – 1) adjustments recorded after we are provided a trial balance at the commencement of the audit; 2) consistency of your key accounting personnel who are involved with the audit; and 3) not being ready with all requested items at the audit commencement which can lead to a temporary suspension of the audit. Should any of these situations be encountered, it may be necessary to increase our fees for the incremental time.

These fees are based on the assumption that the City's fund and account structure has remained consistent from the prior year and that the City will provide us with adjusted trial balances by individual fund. This fee is also based on anticipated cooperation from your personnel in preparing adjusted trial balances by fund, confirmations of account balances, schedules of account analysis, and other requested client assisted workpapers on a timely basis and the assumption that unexpected circumstances will not be encountered during the audit. If the City is not able to provide the information that we need to complete the audit on a timely basis due to staffing constraints or for any other reason, we will provide the additional services necessary at our standard hourly rate for accounting services. Services will be invoiced to you from time to time as work progresses.

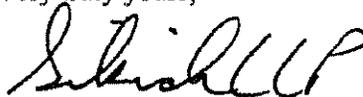
If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

We appreciate the opportunity to be of service to the City of Berwyn and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Sikich LLP
By: Daniel A. Berg, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Berwyn.

By: _____

Title: _____

Date: _____

HEINOLD - BANWART, LTD.

Certified Public Accountants

1

Riverfront Office Center 2400 N. Main Street East Peoria, IL 61611-1795 Tel 309.694.4251 Fax 309.694.4202

June 15, 2005

To the Partners
Sikich, Gardner & Co., LLP

We have reviewed the system of quality control for the accounting and auditing practice of Sikich, Gardner & Co., LLP (the firm) in effect for the year ended March 31, 2005. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, audits of Employee Benefit Plans and engagements performed under Government Auditing Standards. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with the firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selective tests, therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of lack of compliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Sikich, Gardner & Co., LLP in effect for the year ended March 31, 2005, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Heinold - Banwart, L.A.



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

November 20, 2008

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

Re: Resolution Regarding Locational Restrictions of Medical Clinics

Dear Mr. Pavlik:

Attached find a Resolution to put a non-binding referendum on the April 7, 2009 ballot which will ask the City's residents whether they want the Mayor and Berwyn City Council to pass an ordinance establishing locational restrictions for medical clinics located adjacent to residential neighborhoods.

At the November 11, 2008 City Council meeting, Ald. Chapman asked this office to provide a written explanation as to why an ordinance to prepare an advisory referendum to prohibit methadone clinics in Berwyn was not completed and placed on the election ballot. As we indicated at the November 11 meeting, the City cannot prohibit methadone clinics in Berwyn, and a referendum asking the City to do that would have been directly contrary to law and most certainly would have made the City vulnerable to a lawsuit. We also indicated this at the July 22, 2008 City Council meeting when this issue first came up.

It is our recollection that we read legally acceptable referendum language to the Council and Clerk at the City Council meeting on July 22, 2008. However, the instruction to draft a resolution regarding regulation of medical clinics was not contained in the Law Department referral list that we received from the Clerk after that meeting. To the extent there was a misunderstanding and a desire on the part of Council for us to have drafted a resolution which would have placed a legally acceptable referendum question on the November 2008 ballot regarding *medical clinics*, we apologize for any perceived role we played in that misunderstanding.



The attached Resolution contains a non-binding referendum question which, in our opinion, calls for legally acceptable action.

We trust that this addresses your concerns. If you have any questions, do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Richard F. Bruen, Jr.".

Richard F. Bruen, Jr.

RFB/jt

Attachment

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER-

**A RESOLUTION CALLING FOR AN ADVISORY REFERENDUM TO
CONSIDER LOCATIONAL RESTRICTIONS FOR MEDICAL
CLINICS IN THE CITY OF BERWYN,
COOK COUNTY, ILLINOIS**

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

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

RESOLUTION NO. _____

**A RESOLUTION CALLING FOR AN ADVISORY REFERENDUM TO
CONSIDER LOCATIONAL RESTRICTIONS ON MEDICAL CLINICS IN THE
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

WHEREAS, the Mayor and City Council of the City of Berwyn find that regulation of various uses pursuant to the Zoning Code are important to the health and safety of Berwyn residents, as well as the vibrancy of its business community;

WHEREAS, it is the belief of the City officials that regulation of uses pursuant to the Zoning Code is customary and appropriate in many instances;

WHEREAS, it is the belief of the City officials that the City's homes and residential neighborhoods represent its most important asset; and,

WHEREAS, the residents should be given a voice in determining whether the City should pass an ordinance establishing locational restrictions for medical clinics located adjacent to residential neighborhoods.

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

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

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

APPROVED by the Mayor on _____, 2008.

 Michael A. O'Connor
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Thomas J. Pavlik, do hereby certify that I am the duly qualified and elected Clerk of the City of Berwyn, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the City of Berwyn, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Resolution No. _____ **A RESOLUTION CALLING FOR AN ADVISORY REFERENDUM TO CONSIDER LOCATIONAL RESTRICTIONS ON MEDICAL CLINICS IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**” adopted and approved by the Mayor and City Council of the City of Berwyn, Illinois on _____, 2008.

In witness whereof, I have hereunto affixed my hand and the Corporate Seal of the City of Berwyn, Cook County, Illinois this ___ day of _____, 2008.

Thomas J. Pavlik
City Clerk
City of Berwyn
Cook County, Illinois

(SEAL)



We Serve and Protect

5-5

BERWYN POLICE DEPARTMENT



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

November 6, 2008

RE: Request to Hire 3 New Police Officers

Mayor Michael O'Connor
Members of the Berwyn City Council

Dear Mayor and Aldermen;

The Police Department is moving forward to hire the 3 lateral officers that have previously been authorized by the City Council. It is hoped that we are able to formally hire them in the very near future.

Since the Council's approval of the hiring of the 3 lateral officers, we have had one officer retire (effective November 4th) and it is expected that at least 2 additional officers will retire in the first quarter of 2009.

I respectfully request that the Police Department be allowed to hire 3 candidates from the Fire and Police Commissioner's Eligibility list in mid December, 2008. This would facilitate their attendance at the January police academy class.

Respectfully submitted,

William R. Kushner
Chief of Police



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

MICHAEL A. O'CONNOR, *Mayor*

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

November 19, 2008

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: One Year Extension for MFT Electrical Maintenance Contract

The current electrical maintenance contract with Lyons/Pinner Electric Company expires on December 31, 2008. Lyons/Pinner has proposed extending the terms of the agreement for FY 2009 which is allowable under IDOT guidelines. The City of Berwyn has had an excellent relationship with this company and believes the extension is in the best interest of both parties..

Recommended Actions

Staff recommends the City of Berwyn grant a one year extension for the MFT Electrical Maintenance Contract to Lyons/Pinner.



LYONS & PINNER ELECTRIC COMPANIES

650 East Elm Avenue - P O Box # 749

LaGrange, Illinois 60525

Phone: (708) 588-6800 Fax: (708) 588-6805

October 22, 2008

Mr. Patrick Ryan
Director of Public Works
City of Berwyn
One Public Works Place
Berwyn, IL 60402

Re: Traffic Signal and Street Lighting Maintenance Contract Extension

Dear Mr. Ryan:

Lyons Electric Company, Inc. is pleased to extend our current Traffic Signal and Street Lighting Maintenance Contract for the contract period of one additional year. The new contract begins at 12:01am on January 1, 2009 through midnight, December 31, 2009. This extension is Year 3 of our three-year contract.

We appreciate the confidence you have placed with our Companies to offer the City of Berwyn only the finest of electrical services.

Sincerely,

WILLIAM R. DARNSTADT - President

lfd

Asubel 10/22/08



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

November 21, 2008

To: Mayor Michael O'Connor & City Council Members
From: Patrick Ryan, Public Works Director
Re: Waiver of Bidding and Approval of Emergency Sewer Repairs

Public Works has encountered four locations where the combined sewer has pulled away from manholes or has collapsed requiring repairs. The depths of the sewer main far exceed the capabilities of in-house crews to repair. Therefore, staff has sought quotes from independent contractors to complete this work.

Following is a listing of areas for repair and each firm's price:

	<u>Trine Const</u>	<u>Riccio</u>	<u>Cerniglia</u>
1237 & 1239 Ridgeland	\$22,750	28,860	26,600
3713 Euclid	\$7,050	8,200	no quote
39 th and Highland	\$16,785	18,600	no quote

Trine Construction is the firm currently installing the water and sewer mains on Roosevelt Road. There is sufficient money in the Water and Sewer Fund to pay for these projects.

Recommended Actions:

Staff recommends the City Council waive the formal bidding process and award the repair of the above sewer mains to Trine Construction for the above prices.

Michael A. O'Connor
Mayor



Patricia Segel
Director of Human Resources

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6467 Fax: (708) 484-7520
www.berwyn-il.gov

November 20, 2008

To: Mayor Michael O'Connor, City Council Members

From: Pat Segel, Human Resources

Re: Insurance Broker RFP evaluation/Health Insurance Committee Update

The Health Insurance Committee, consisting of representatives from Police, Fire and AFSCME unions have been meeting on a regular basis for two purposes. The first is to consider the addition of two more health plans to our current Blue Cross PPO and to evaluate proposals and recommend to City Council that we allow additional brokers along with our current broker of record to bid on our health insurance business.

The committee is recommending the following:

That the City adds a Blue Cross HMO and Health Spending Account plan to our existing plan to allow the employees a wider choice of health care benefits and to potentially lower our premium. These additional plans would be added at our next renewal on May 1, 2009. Employee education meetings regarding these additional plans would be held after the holidays.

That the City Council authorize our current broker of record and the four brokers who have bid on our business to contact Blue Cross and provide a quote for all of our health, dental and life insurance coverage. The four additional brokers who submitted Proposals, are:

Corporate Benefits Consultants, Inc.
Mesirow Financial Corporation
Veritas
Preston Group

Information regarding each proposal is available in my office for review, should any council member wish to see the information provided by each bidder.

The members of the committee are seeking approval to pursue the bidding process for next year's benefits. The Police and Fire Union have attached a memo. AFSCME concurs with their recommendation.

Thank you.



Pat Segel



The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief
788 788.2660 ext 3280

6700 West 26th Street * Berwyn, Illinois 60402-0701 *Fax 708 788.3039

November 21, 2008

To: Mayor O'Connor
Members of City Council

From: Fire Chief Denis O'Halloran

RE: Retirement of Engineer Benno Ceyer

Mayor O'Connor and Members of City Council,

I am in receipt of a retirement notification from Engineer Benno Ceyer. Engineer Ceyer has completed 28 years of service with the Berwyn Fire Department. Engineer Ceyer is requesting his retirement begin on October 11, 2008. Engineer Ceyer is also requesting his unused accrued sick and vacation time is deposited into his VEBA account and that he and his wife continue participating in the City of Berwyn Health Insurance plan.

Engineer Ceyer was removed from Public Employee Disability Act benefits, and transferred to Workers compensation benefits, effective September 4, 2008, therefore creating an open position on the Berwyn Fire Department. The current Collective Bargaining agreement requires replacement of both openings within a 90-day period.

I am requesting approval to fill the open positions by promoting the Senior Firefighter John Janata to the rank of Engineer and hiring a probationary firefighter off the current list.

Respectfully,

Fire Chief
Denis O'Halloran

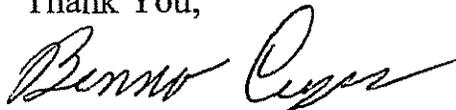
November 19, 2008

RE: Retirement

Dear Chief Denis O'Halloran,

I would like to enter my retirement from active service with the Berwyn Fire Department at my rank of Engineer with 28 years of service effective on October 11, 2008. I need to be paid for all of my accumulated vacation and sick days. I am entitled to the health insurance for myself and my wife.

Thank You,

A handwritten signature in black ink, appearing to read "Benno Ceyer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Engineer Benno Ceyer

c.c. Thomas Duda

Section K

Consent Agenda

K-1

ALDERMAN MARK WEINER
Berwyn, Illinois 60402
MarkWeiner1@Hotmail.Com

November 20, 2008

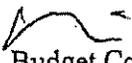
Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the November 25, 2008 Council meeting.

Payroll for 11-12-08 is \$873,897.83

Very truly yours, WEINER


Mark Weiner, Budget Committee Chairman

the Finance Department and for approval

Chairman

K-2

ALDERMAN MARK WEINER
Berwyn, Illinois 60402
MarkWeiner1@Hotmail.Com

November 21, 2008

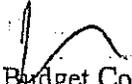
Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the November 25, 2008 Council meeting.

Payables: \$1,330,518.50

Very truly yours, WEINER


Mark Weiner, Budget Committee Chairman

The Finance Department and are ready for

Chairman

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 11/14/08 - 11/19/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	339972	\$240.87 240.87	11/14/08 11-5-20-5300	01725		0 1ST AYD CORPORATION A	OUTSTANDING
01	339896	\$1971.16 1971.16	11/14/08 23-5-00-5335	20173		0 3M A	OUTSTANDING
01	340065	\$6700.00 6700.00	11/19/08 32-5-00-5250	01911		0 A & W CUSTOM BUILDING A	OUTSTANDING
01	339911	\$885.00 885.00	11/14/08 11-5-20-5300	00049		0 A.W.E.S.O.M.E. PEST SERVICE A	OUTSTANDING
01	340003	\$574.56 574.56	11/14/08 23-5-00-5220	32105		0 ACADEMIC SOFTWARE A	OUTSTANDING
01	339963	\$190.68 190.68	11/14/08 11-5-02-5220	01521		0 ACCURATE DOCUMENT DESTRUCTION, INC. A	OUTSTANDING
01	340043	\$893.81 893.81	11/19/08 11-5-23-5300	00931		0 ADT SECURITY SERVICES QA	OUTSTANDING
01	340014	\$827.00 827.00	11/14/08 23-5-00-5500	33725		0 AFFILIATED CUSTOMER SERVICE, INC. A	OUTSTANDING
01	339940	\$190.75 190.75	11/14/08 11-5-21-5500	00908		0 AIRGAS NORTH CENTRAL A	OUTSTANDING
01	340048	\$24000.00 24000.00	11/19/08 32-5-00-5250	01169		0 AIRTITE A	OUTSTANDING
01	339978	\$16802.09 16802.09	11/14/08 55-5-55-8120	01861		0 ALFRED BENESCH & COMPANY A	OUTSTANDING
01	339912	\$325.00 325.00	11/14/08 80-5-00-5500	00076		0 ALPHA BUILDING MAINTENANCE SERIVCE INC. A	OUTSTANDING
01	339872	\$364.00 182.00 182.00	11/14/08 80-5-00-5300 80-5-00-5300	00851		0 AMERICAN WATERWORKS ASSN A A	OUTSTANDING
01	339854	\$813.66 100.00 713.66	11/14/08 11-5-11-5500 11-5-08-5500	00039		0 ANDERSON BROS FORD A A	OUTSTANDING
01	339897	\$40.00 40.00	11/14/08 32-5-00-5255	20419		0 ANTHONY PERRY A	OUTSTANDING
01	339929	\$324.50	11/14/08	00352		0 ARNSTEIN & LEHR LLP	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 11/14/08 - 11/19/08

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01	339994	\$250.00 250.00	11/14/08 11-4-00-4405	20716		0 ASHAKI BRAZIL A	OUTSTANDING
01	339855	\$5528.00 93.77 5262.80 171.43	11/14/08 11-5-06-5310 11-5-06-5310 11-5-23-5310	00055		0 AT & T A A A	OUTSTANDING
01	340021	\$46.72 28.00 18.72	11/19/08 32-5-00-5310 11-5-08-5310	00055		0 AT & T A A	OUTSTANDING
01	339928	\$947.00 947.00	11/14/08 11-5-16-5210	00351		0 AT&T INTERNET SERVICES A	OUTSTANDING
01	339891	\$259.18 259.18	11/14/08 23-5-00-5220	01838		0 BAKER & TAYLOR ENTERTAINMENT A	OUTSTANDING
01	339977	\$7.63 7.63	11/14/08 23-5-00-5220	01838		0 BAKER & TAYLOR ENTERTAINMENT A	OUTSTANDING
01	339869	\$1608.85 205.33 1403.52	11/14/08 23-5-00-5210 23-5-00-5210	00531		0 BAKER & TAYLOR, INC. A A	OUTSTANDING
01	340075	\$1475.00 1475.00	11/19/08 11-2-00-2400	20725		0 BALTAZAR PEREZ/ANA PEREGRINO A	OUTSTANDING
01	339916	\$41.13 41.13	11/14/08 11-5-29-5705	00106		0 BANC OF AMERICA PUB CAPTL CORP A	OUTSTANDING
01	339884	\$725.00 725.00	11/14/08 11-5-20-5300	01353		0 BENTLEY SYSTEMS, INC. A	OUTSTANDING
01	339956	\$40.20 40.20	11/14/08 80-4-00-4305	01244		0 BERWYN ACE HARDWARE A	OUTSTANDING
01	339913	\$550.00 550.00	11/14/08 57-5-57-8130	00078		0 BERWYN DEVELOPMENT CORP A	OUTSTANDING
01	340039	\$1720.00 1720.00	11/19/08 11-5-23-5500	00514		0 BERWYN WESTERN PLBG. & HEATING A	OUTSTANDING
01	340066	\$8100.00 8100.00	11/19/08 11-5-08-5335	01912		0 BEST TECHNOLOGY SYSTEMS, INC. A	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 11/14/08 - 11/19/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
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01	339964	\$247.50 247.50	11/14/08 23-5-00-5220	01545		0 BLACKSTONE AUDIOBOOKS A	OUTSTANDING
01	339939	\$1830.00 253.00 760.00 253.00 152.00 412.00	11/14/08 15-5-00-5500 15-5-00-5300 15-5-00-5500 11-5-11-5500 23-5-00-5500	00888		0 BOB'S LAWN CARE A A A A A	OUTSTANDING
01	340041	\$890.00 890.00	11/19/08 11-5-08-5500	00888		0 BOB'S LAWN CARE A	OUTSTANDING
01	340005	\$825.00 825.00	11/14/08 11-5-23-5500	32406		0 BSN SPORTS COLLEGIATE PACIFIC A	OUTSTANDING
01	340077	\$1475.00 1475.00	11/19/08 11-2-00-2400	20727		0 CARMEN PABON A	OUTSTANDING
01	339946	\$239.40 239.40	11/14/08 23-5-00-5335	00996		0 CASE LOTS INC A	OUTSTANDING
01	340045	\$601.75 601.75	11/19/08 11-5-08-5300	00996		0 CASE LOTS INC A	OUTSTANDING
01	339976	\$1511.21 1511.21	11/14/08 23-5-00-5335	01800		0 CDW GOVERNMENT, INC. A	OUTSTANDING
01	340030	\$21.76 21.76	11/19/08 11-5-08-5505	00236		0 CHICAGO OFFICE TECHNOLOGY GROUP A	OUTSTANDING
01	339967	\$471.90 259.58 212.32	11/14/08 11-5-20-5500 11-5-20-5500	01616		0 CHROMATE CORPORATION A A	OUTSTANDING
01	339874	\$206.60 96.10 110.50	11/14/08 11-5-23-5500 80-5-00-5300	00976		0 CINTAS # 769 A A	OUTSTANDING
01	339944	\$500.25 404.15 49.60 46.50	11/14/08 11-5-07-5300 11-5-23-5500 11-5-23-5500	00976		0 CINTAS # 769 A A A	OUTSTANDING
01	340044	\$78.95 78.95	11/19/08 11-5-11-5500	00976		0 CINTAS # 769 A	OUTSTANDING
01	340034	\$138.00	11/19/08	00390		0 CITADEL	OUTSTANDING

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		138.00	11-5-08-5305			A	
01	339909	\$166818.08 166818.08	11/14/08 80-5-00-5200	00005		0 CITY OF CHICAGO A	OUTSTANDING
01	339951	\$12360.00 3090.00 3090.00 3090.00 3090.00	11/14/08 56-5-56-8100 55-5-55-8120 58-5-58-8110 57-5-57-8130	01153		0 CLEARCHANNEL OUTDOOR CER TIF SO BER TIF OGDEN TIF RR TIF	OUTSTANDING
01	339879	\$2452.63 2452.63	11/14/08 11-5-29-5705	01135		0 CNH CAPITAL AMERICA LLC A	OUTSTANDING
01	340067	\$75.00 75.00	11/19/08 11-5-08-5330	01931		0 COLLEGE OF DUPAGE A	OUTSTANDING
01	340037	\$93.95 93.95	11/19/08 11-5-08-5335	00478		0 COMCAST CABLE A	OUTSTANDING
01	339910	\$202.27 35.11 78.29 88.87	11/14/08 79-5-00-5320 11-5-07-5320 79-5-00-5520	00009		0 COMM ED A A A	OUTSTANDING
01	339934	\$75.00 75.00	11/14/08 40-5-00-5609	00412		0 CON GLOBAL INDUSTRIES, INC. A	OUTSTANDING
01	339899	\$87.81 87.81	11/14/08 23-5-00-5210	20500		0 DAEDALUS BOOKS A	OUTSTANDING
01	339997	\$600.00 600.00	11/14/08 11-4-00-4405	20720		0 DANIEL McCARD A	OUTSTANDING
01	339989	\$450.00 450.00	11/14/08 11-4-00-4350	20709		0 DAVE RUIZ A	OUTSTANDING
01	340053	\$7617.79 791.37 626.27 732.75 626.27 2083.02 626.27 683.90 626.27 821.67	11/19/08 11-5-01-5505 11-5-02-5505 11-5-06-5505 11-5-07-5505 11-5-08-5505 11-5-11-5505 32-5-00-5505 80-5-00-5510 11-5-23-5505	01344		0 DELAGE LANDEN FINANCIAL SERVICES MO CC FINANCE FD FD BD CDBG WD REC	OUTSTANDING

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01	339866	\$2732.00 2732.00	11/14/08 11-5-16-5215	00438		0 DELL MARKETING L.P. A	OUTSTANDING
01	339931	\$6.58 6.58	11/14/08 23-5-00-5335	00388		0 DEMCO EDUCATIONAL CORP A	OUTSTANDING
01	339995	\$500.00 500.00	11/14/08 11-4-00-4405	20717		0 DENNIS ROGERS A	OUTSTANDING
01	339979	\$29130.00 9040.00 20090.00	11/14/08 11-5-11-5400 40-5-00-5700	01916		0 DON MORRIS ARCHITECTS, P.C. BD FD	OUTSTANDING
01	340031	\$297.04 297.04	11/19/08 11-5-08-5500	00260		0 DOOR SYSTEMS, INC. A	OUTSTANDING
01	340017	\$921.28 921.28	11/14/08 23-5-00-5220	34627		0 ELLISON EDUCATIONAL EQUIPMENT INC. A	OUTSTANDING
01	339857	\$92.00 92.00	11/14/08 11-5-23-5300	00075		0 EMPIRE COOLER SERVICE, INC. a	OUTSTANDING
01	339965	\$290.00 290.00	11/14/08 56-5-56-8100	01549		0 FEDERAL RENT-A-FENCE, INC. A	OUTSTANDING
01	340076	\$1475.00 1475.00	11/19/08 11-2-00-2400	20726		0 FERNANDO & PETRA JAIMES A	OUTSTANDING
01	339871	\$1556.00 1556.00	11/14/08 11-5-23-5500	00839		0 FITNESS FACTORY OUTLET A	OUTSTANDING
01	339974	\$1800.00 1800.00	11/14/08 11-5-11-5210	01760		0 FLASH ELECTRIC CO. A	OUTSTANDING
01	340025	\$4807.50 4807.50	11/19/08 32-5-00-5246	00167		0 FRANK NOVOTNY & ASSC. A	OUTSTANDING
01	340026	\$203410.45 149630.74 39941.96 401.50 90.00 290.00 72.50 10672.00 118.50 290.00 72.50	11/19/08 40-5-00-5705 58-5-58-8110 11-5-20-5400 11-5-20-5400 11-5-20-5400 11-5-20-5400 79-5-00-5400 11-5-20-5400 11-5-20-5400 79-5-00-5400	00167		0 FRANK NOVOTNY & ASSC. A A A A A A A A A A	OUTSTANDING

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		1830.75	40-5-00-5700			A	
01	339882	\$119.96 119.96	11/14/08 11-5-08-5500	01246		0 GABRIEL SALES A	OUTSTANDING
01	339991	\$200.00 200.00	11/14/08 11-4-00-4340	20711		0 GABRIELA GONZALEZ A	OUTSTANDING
01	340054	\$7050.00 7050.00	11/19/08 32-5-00-5250	01529		0 GABY Q'S CONSTRUCTION, INC. A	OUTSTANDING
01	340055	\$15080.00 15080.00	11/19/08 32-5-00-5250	01529		0 GABY Q'S CONSTRUCTION, INC. A	OUTSTANDING
01	339975	\$748.00 748.00	11/14/08 23-5-00-5210	01786		0 GALE A	OUTSTANDING
01	339914	\$291.60 291.60	11/14/08 80-5-00-5505	00093		0 GATEHOUSE MEDIA SUBURBAN NEWSPAPERS A	OUTSTANDING
01	339919	\$177.19 177.19	11/14/08 23-5-00-5335	00124		0 GAYLORD BROS INC A	OUTSTANDING
01	339953	\$1025.00 1025.00	11/14/08 11-5-05-5400	01200		0 GIBBONS AND GIBBONS, LTD. A	OUTSTANDING
01	340009	\$200.00 200.00	11/14/08 11-4-00-4340	33166		0 GINA ROLEK A	OUTSTANDING
01	339959	\$16164.62 6978.70 6489.60 49.92 2646.40	11/14/08 11-5-05-5400 80-5-00-5405 55-5-55-8120 32-5-00-5250	01435		0 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC & HOFF, LTD. LEGAL WD SO BERWYN TIF CDBG	OUTSTANDING
01	339922	\$434.75 434.75	11/14/08 11-5-23-5500	00201		0 GREAT WEST ELECTRIC SUPPLY CO A	OUTSTANDING
01	340028	\$200.02 200.02	11/19/08 11-5-08-5500	00201		0 GREAT WEST ELECTRIC SUPPLY CO A	OUTSTANDING
01	339927	\$20.60 20.60	11/14/08 80-4-00-4305	00333		0 HARRIS BANK A	OUTSTANDING
01	340019	\$7715.00 7715.00	11/19/08 80-5-00-5300	00012		0 HD SUPPLY WATERWORKS, LTD A	OUTSTANDING
01	340074	\$1475.00	11/19/08	20724		0 HECTOR LOPEZ	OUTSTANDING

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		1475.00	11-2-00-2400			A	
01	339942	\$1560.00 1560.00	11/14/08 23-5-00-5335	00915		0 HEWLETT-PACKARD COMPANY A	OUTSTANDING
01	339957	\$1119.95 1119.95	11/14/08 79-5-00-5200	01287		0 HICKMAN,WILLIAMS & COMPANY A	OUTSTANDING
01	339890	\$948.80 568.80 380.00	11/14/08 11-5-20-5500 11-5-20-5500	01824		0 HIGH PSI LTD. A A	OUTSTANDING
01	340064	\$63.05 63.05	11/19/08 11-5-08-5335	01824		0 HIGH PSI LTD. A	OUTSTANDING
01	339962	\$99.96 99.96	11/14/08 11-5-20-5300	01498		0 HOME DEPOT CREDIT SERVICES A	OUTSTANDING
01	339898	\$111.80 111.80	11/14/08 23-5-00-5335	20487		0 ILLINOIS BRICK CO. A	OUTSTANDING
01	340051	\$95.00 95.00	11/19/08 11-5-08-5500	01279		0 ILLINOIS OFFICE OF THE STATE FIRE MARSHAL A	OUTSTANDING
01	339958	\$344.15 344.15	11/14/08 23-5-00-5500	01366		0 ILLINOIS PAPER & COPIER CO. A	OUTSTANDING
01	339865	\$1586.11 1538.58 28.04 19.49	11/14/08 23-5-00-5210 23-5-00-5210 23-5-00-5210	00398		0 INGRAM LIBRARY SERVICES A A A	OUTSTANDING
01	339901	\$209.90 209.90	11/14/08 11-5-20-5200	31638		0 INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO. A	OUTSTANDING
01	339858	\$84.95 84.95	11/14/08 11-5-07-5300	00162		0 JACK'S RENTAL INC A	OUTSTANDING
01	339920	\$636.30 636.30	11/14/08 11-5-20-5300	00162		0 JACK'S RENTAL INC A	OUTSTANDING
01	339968	\$7834.06 7834.06	11/14/08 57-5-57-8130	01618		0 JAMES DUNCAN & ASSOCIATES, INC. A	OUTSTANDING
01	339900	\$1475.00 1475.00	11/14/08 11-2-00-2400	20718		0 JESUS SANDOVAL A	OUTSTANDING
01	339856	\$55.95	11/14/08	00067		0 JIM FRANK	OUTSTANDING

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		55.95	11-5-16-5300			A	
01	340022	\$123.67 123.67	11/19/08 11-5-16-5300	00067		0 JIM FRANK A	OUTSTANDING
01	340011	\$400.00 400.00	11/14/08 11-4-00-4340	33417		0 JIM MORETTI A	OUTSTANDING
01	339894	\$210.00 210.00	11/14/08 15-5-00-5300	20096		0 JOE BARTOSZ A	OUTSTANDING
01	339982	\$108.75 108.75	11/14/08 15-5-00-5300	20096		0 JOE BARTOSZ A	OUTSTANDING
01	340070	\$210.00 210.00	11/19/08 15-5-00-5300	20096		0 JOE BARTOSZ A	OUTSTANDING
01	339985	\$200.00 200.00	11/14/08 11-4-00-4340	20705		0 JOE MALEK A	OUTSTANDING
01	340016	\$300.00 300.00	11/14/08 11-4-00-4340	34334		0 JOHN COOKE A	OUTSTANDING
01	339947	\$3900.00 3900.00	11/14/08 11-5-11-5210	01014		0 JOHN TARULLO A	OUTSTANDING
01	340047	\$42.02 42.02	11/19/08 11-5-08-5335	01143		0 JOHNSON,ROBERTS, & ASSOCIATES A	OUTSTANDING
01	339883	\$210.00 210.00	11/14/08 11-5-11-5210	01273		0 JOSEPH M.CRISCIONE A	OUTSTANDING
01	339938	\$382.70 382.70	11/14/08 80-5-00-5505	00880		0 JULIE, INC. A	OUTSTANDING
01	339902	\$369.00 15.00 354.00	11/14/08 11-5-08-5500 11-5-11-5500	32052		0 JUST TIRES PD BD	OUTSTANDING
01	339937	\$420.00 420.00	11/14/08 11-5-20-5300	00807		0 K & S SPRINKLERS INC. A	OUTSTANDING
01	339981	\$36.00 36.00	11/14/08 11-5-11-5500	01933		0 KDD OF ILLINOIS, LTD. A	OUTSTANDING
01	340068	\$336.45 336.45	11/19/08 11-5-08-5500	01933		0 KDD OF ILLINOIS, LTD. A	OUTSTANDING

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01	339892	\$3521.52 3521.52	11/14/08 11-5-29-5706	01878		0 KEY GOVERNMENT FINANCE, INC. A	OUTSTANDING
01	339948	\$330.00 330.00	11/14/08 80-5-00-5300	01081		0 KIEFT BROS, INC. A	OUTSTANDING
01	339915	\$84.00 84.00	11/14/08 11-5-07-5300	00098		0 L-K FIRE EXTINGUISHER SERVICE A	OUTSTANDING
01	340008	\$36.00 36.00	11/14/08 23-5-00-5220	33133		0 LANDMARK AUDIOBOOKS A	OUTSTANDING
01	339933	\$5185.00 5185.00	11/14/08 79-5-00-5405	00403		0 VOIDED A	VOIDED
01	340035	\$7571.00 7571.00	11/19/08 79-5-00-5405	00403		0 LANDSCAPING CONCEPTS MANAGEMENT AA	OUTSTANDING
01	340001	\$300.00 300.00	11/14/08 23-5-00-5210	31940		0 LINCOLN TRAIL LIBRARIES SYSTEM A	OUTSTANDING
01	340036	\$68.00 68.00	11/19/08 11-5-08-5305	00407		0 LITTLE VILLAGE PRINTING A	OUTSTANDING
01	339996	\$1475.00 1475.00	11/14/08 11-2-00-2400	20719		0 LIZA L.AND HENRY A.RAMIREZ A	OUTSTANDING
01	339907	\$492.49 492.49	11/14/08 11-5-07-5330	35674		0 LT.CARL REINA JR. A	OUTSTANDING
01	340059	\$2080.00 2080.00	11/19/08 11-5-23-5300	01692		0 M.K. SPORTS A	OUTSTANDING
01	339971	\$35.00 35.00	11/14/08 15-5-00-5300	01716		0 MACNEAL PHY GRP [OCCMED] A	OUTSTANDING
01	340061	\$70.00 70.00	11/19/08 11-5-08-5300	01716		0 MACNEAL PHY GRP [OCCMED] A	OUTSTANDING
01	339992	\$500.00 500.00	11/14/08 11-4-00-4340	20712		0 MANNY SANCHEZ A	OUTSTANDING
01	340073	\$1475.00 1475.00	11/19/08 11-2-00-2400	20723		0 MELISSA JELIC A	OUTSTANDING
01	340013	\$114.61 114.61	11/14/08 23-5-00-5335	33560		0 MENARD'S HODGKINS A	OUTSTANDING

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01	339905	\$14.99 14.99	11/14/08 11-5-23-5500	33555		0 MENARDS-CICERO A	OUTSTANDING
01	340012	\$435.52 47.76 24.86 43.56 27.98 27.50 263.86	11/14/08 11-5-23-5215 11-5-23-5215 11-5-23-5500 11-5-23-5215 11-5-23-5215 11-5-23-5500	33555		0 MENARDS-CICERO 88707 89013 89177 89431 A A	OUTSTANDING
01	340018	\$1034.88 1034.88	11/14/08 11-5-07-5500	37781		0 METRO COLLISION SERVICE A	OUTSTANDING
01	340007	\$40.01 40.01	11/14/08 23-5-00-5220	33116		0 MICRO MARKETING,LLC A	OUTSTANDING
01	339864	\$898.99 898.99	11/14/08 23-5-00-5250	00348		0 MID-AMERICAN SPECIALTIES,INC. A	OUTSTANDING
01	339999	\$16.99 16.99	11/14/08 23-5-00-5220	30520		0 MIDWEST TAPE A	OUTSTANDING
01	340006	\$200.00 200.00	11/14/08 11-4-00-4340	33072		0 MIKE BENNETT A	OUTSTANDING
01	339988	\$200.00 200.00	11/14/08 11-4-00-4340	20708		0 MIKE LAZANSKY A	OUTSTANDING
01	340024	\$105.40 105.40	11/19/08 11-5-08-5305	00153		0 MINUTEMAN PRESS OF LYONS A	OUTSTANDING
01	340042	\$2462.30 2462.30	11/19/08 11-5-08-5500	00929		0 McDONOUGH MECHANICAL SERVICES,INC. A	OUTSTANDING
01	339980	\$73.46 73.46	11/14/08 23-5-00-5250	01928		0 NAEIR A	OUTSTANDING
01	340046	\$29.45 29.45	11/19/08 11-5-06-5300	01017		0 NATIONAL RUBBER STAMP CO.,INC A	OUTSTANDING
01	339935	\$3541.80 3541.80	11/14/08 56-5-56-8100	00457		0 NEAL & LEROY,L.L.C. A	OUTSTANDING
01	339868	\$3000.00 3000.00	11/14/08 40-5-06-5700	00473		0 NEW WORLD SYSTEMS A	OUTSTANDING
01	339860	\$44.99	11/14/08	00301		0 NEXTEL COMMUNICATIONS	OUTSTANDING

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		44.99	11-5-16-5300			A	
01	339955	\$3487.20	11/14/08	01209		0 NICOR GAS	OUTSTANDING
		2381.20	11-5-20-5320			A	
		1106.00	23-5-00-5320			A	
01	340050	\$1413.05	11/19/08	01209		0 NICOR GAS	OUTSTANDING
		1413.05	11-5-08-5320			A	
01	340081	\$50.00	11/19/08	37565		0 NU WIRELESS	OUTSTANDING
		50.00	11-5-08-5310			A	
01	340056	\$62500.00	11/19/08	01573		0 OAK PARK REGIONAL HOUSING CENTER	OUTSTANDING
		62500.00	11-5-14-5220			A	
01	339949	\$35160.51	11/14/08	01094		0 ODELSON & STERK, LTD.	OUTSTANDING
		1151.25	56-5-56-8100			CER TIF	
		28361.76	11-5-05-5400			LEGAL	
		4698.75	55-5-55-8120			SO BER TIF	
		948.75	57-5-57-8130			RR TIF	
01	339904	\$623.96	11/14/08	33183		0 OFFICE DEPOT	OUTSTANDING
		8.99	23-5-00-5305			SUPP	
		614.97	23-5-00-5335			SUPPLIES	
01	340027	\$86.81	11/19/08	00195		0 OFFICE EQUIPMENT SALES	OUTSTANDING
		86.81	11-5-08-5335			A	
01	339984	\$678.89	11/14/08	20694		0 OLDIES.COM	OUTSTANDING
		678.89	23-5-00-5220			A	
01	339876	\$1044.05	11/14/08	01049		0 OPTRICS, INC.	OUTSTANDING
		1044.05	11-5-16-5220			A	
01	339998	\$500.00	11/14/08	20721		0 PAMELA OLIVER	OUTSTANDING
		500.00	11-4-00-4405			A	
01	339881	\$102922.00	11/14/08	01183		0 PARAMEDIC SERVICES OF ILL	OUTSTANDING
		102922.00	11-5-07-5400			A	
01	339903	\$193.00	11/14/08	32703		0 PERSONALIZED AWARDS	OUTSTANDING
		193.00	11-5-23-5300			A	
01	340078	\$113.55	11/19/08	32703		0 PERSONALIZED AWARDS	OUTSTANDING
		113.55	11-5-23-5335			A	
01	339941	\$2835.39	11/14/08	00913		0 PETAR DUMANOVIC, LLC	OUTSTANDING
		2835.39	23-5-00-5500			A	

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01	339893	\$587.38 587.38	11/14/08 11-5-08-5500	01924		0 PHELAN DODGE A	OUTSTANDING
01	339873	\$151.00 151.00	11/14/08 32-5-00-5250	00955		0 PHIL'S LOCK & KEY A	OUTSTANDING
01	340020	\$4119.00 4119.00	11/19/08 80-5-00-5650	00029		0 PITNEY BOWES A	OUTSTANDING
01	339924	\$4164.53 4164.53	11/14/08 80-5-00-5500	00286		0 QUARRY MATERIALS, INC. A	OUTSTANDING
01	340029	\$178.00 178.00	11/19/08 11-5-08-5335	00215		0 R.L. CORTY COMPANY A	OUTSTANDING
01	339887	\$176.00 176.00	11/14/08 23-5-00-5220	01647		0 RANDOM HOUSE, INC. A	OUTSTANDING
01	339993	\$500.00 500.00	11/14/08 11-4-00-4405	20715		0 RAYMUNDO VALENCIA A	OUTSTANDING
01	340072	\$1475.00 1475.00	11/19/08 11-2-00-2400	20722		0 REGINA SALAS A	OUTSTANDING
01	339877	\$73.53 73.53	11/14/08 11-5-08-5500	01055		0 RIZZA FORD A	OUTSTANDING
01	339878	\$9982.00 9982.00	11/14/08 11-5-23-5500	01055		0 RIZZA FORD A	OUTSTANDING
01	340063	\$342.73 342.73	11/19/08 11-5-04-5207	01810		0 ROBERT J. LOVERO A	OUTSTANDING
01	339966	\$395644.00 395644.00	11/14/08 40-5-07-5700	01615		0 ROBERT YIU A	OUTSTANDING
01	339918	\$415.00 415.00	11/14/08 11-5-07-5330	00117		0 ROMEOVILLE FIRE ACADEMY A	OUTSTANDING
01	339986	\$300.00 300.00	11/14/08 11-4-00-4340	20706		0 RON CIRCELLI A	OUTSTANDING
01	339906	\$444.00 444.00	11/14/08 11-5-07-5330	33617		0 RONALD HAMILTON A	OUTSTANDING
01	339859	\$60.57 60.57	11/14/08 15-5-00-5500	00280		0 ROSCOE COMPANY A	OUTSTANDING

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01	339923	\$515.07	11/14/08	00280		0 ROSCOE COMPANY	OUTSTANDING
		245.37	11-5-07-5500			A	
		179.35	11-5-23-5500			A	
		90.35	11-5-11-5500			A	
01	340032	\$451.21	11/19/08	00280		0 ROSCOE COMPANY	OUTSTANDING
		92.71	11-5-11-5500			A	
		358.50	11-5-08-5500			A	
01	340052	\$1904.20	11/19/08	01301		0 ROSENTHAL, MURPHEY & COBLENTZ	OUTSTANDING
		1904.20	11-5-05-5400			A	
01	339862	\$1261.90	11/14/08	00308		0 RUNNION EQUIPMENT COMPANY	OUTSTANDING
		1261.90	11-5-21-5500			A	
01	339921	\$1087.09	11/14/08	00164		0 S-P-D- INCORPORATED	OUTSTANDING
		1087.09	80-5-00-5500			A	
01	339990	\$200.00	11/14/08	20710		0 SAL FASULLO	OUTSTANDING
		200.00	11-4-00-4340			A	
01	340000	\$1945.22	11/14/08	30617		0 SAM'S CLUB	OUTSTANDING
		201.98	11-5-23-5210			SUPP	
		105.00	11-5-23-5300			MEMBER SHIP	
		605.98	11-5-23-5215			CONCESS PROD	
		121.00	11-5-23-5210			SUPP	
		46.23	11-5-23-5210			SUPP	
		658.47	11-5-23-5215			COMCESSION	
		85.23	11-5-23-5335			OFFICE SUPPLIES	
		121.33	11-5-23-5335			DC	
01	340058	\$1421.63	11/19/08	01635		0 SANTIAGO RAMOS	OUTSTANDING
		1421.63	11-5-04-5202			A	
01	340002	\$325.91	11/14/08	31955		0 SCHOLASTIC LIBRARY PUBLISHING, INC.	OUTSTANDING
		325.91	23-5-00-5210			A	
01	339863	\$794.86	11/14/08	00346		0 SERVICE SPRING	OUTSTANDING
		794.86	80-5-00-5500			A	
01	339970	\$5341.00	11/14/08	01637		0 SEYPARTH SHAW LLP	OUTSTANDING
		5341.00	11-5-05-5400			A	
01	339886	\$460.66	11/14/08	01629		0 SHANE'S OFFICE SUPPLY CO.	OUTSTANDING
		460.66	23-5-00-5335			A	
01	339925	\$473.55	11/14/08	00299		0 SHERWIN WILLIAMS	OUTSTANDING

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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		473.55	11-5-20-5300			A	
01	340079	\$3700.00 3700.00	11/19/08 32-5-00-5250	33852		0 SKYDAN DEVELOPMENT A	OUTSTANDING
01	339983	\$1580.00 1580.00	11/14/08 23-5-00-5335	20693		0 SOFTMART A	OUTSTANDING
01	340004	\$71.07 71.07	11/14/08 23-5-00-5335	32329		0 SPECIALTY STORE UNLIMITED A	OUTSTANDING
01	340071	\$571.45 571.45	11/19/08 11-5-08-5300	20578		0 SPORTCO VIP A	OUTSTANDING
01	340033	\$701.47 701.47	11/19/08 11-5-08-5310	00302		0 SPRINT A	OUTSTANDING
01	340080	\$140.00 140.00	11/19/08 11-4-00-4235	35898		0 ST.ODILO CHURCH A	OUTSTANDING
01	339875	\$380.33 380.33	11/14/08 11-5-20-5500	01000		0 STANDARD EQUIPMENT CO A	OUTSTANDING
01	339943	\$622.28 622.28	11/14/08 11-5-07-5500	00936		0 STEINER ELECTRIC COMPANY A	OUTSTANDING
01	340010	\$400.00 400.00	11/14/08 11-4-00-4340	33170		0 STEVE MUJARES A	OUTSTANDING
01	339888	\$195.00 195.00	11/14/08 11-5-23-5500	01751		0 SUBURBAN LABORATORIES, INC. A	OUTSTANDING
01	339973	\$664.00 664.00	11/14/08 80-5-00-5505	01751		0 SUBURBAN LABORATORIES, INC. A	OUTSTANDING
01	339867	\$42.64 42.64	11/14/08 32-5-00-5300	00471		0 SUPERIOR AWARDS A	OUTSTANDING
01	339945	\$332.51 229.85 51.33 51.33	11/14/08 11-5-23-5310 11-5-06-5310 23-5-00-5310	00989		0 T-MOBILE REC COLL LIB	OUTSTANDING
01	339969	\$320.50 320.50	11/14/08 23-5-00-5220	01619		0 TANTOR MEDIA A	OUTSTANDING
01	339932	\$1172.18 41.50	11/14/08 23-5-00-5335	00391		0 TELE-TRON ACE HARDWARE A	OUTSTANDING

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		95.60	11-5-07-5300			A	
		310.31	11-5-23-5500			REC	
		208.34	11-5-23-5210			SUPP	
		198.32	11-5-23-5210			HALLOWEEN SUPP	
		318.11	11-5-23-5500			MAINT	
01	340060	\$329.06	11/19/08	01706		0 TEXOR WORLD FUEL SERVICES	OUTSTANDING
		329.06	11-5-08-5320			A	
01	339895	\$750.00	11/14/08	20110		0 THE GORMAN GROUP	OUTSTANDING
		750.00	11-5-05-5400			a	
01	339950	\$54.17	11/14/08	01134		0 THE LIBRARY STORE	OUTSTANDING
		54.17	23-5-00-5335			A	
01	339926	\$399.28	11/14/08	00331		0 TIGER DIRECT.COM	OUTSTANDING
		399.28	23-5-00-5335			A	
01	339987	\$130.00	11/14/08	20707		0 TOM NAVARRO	OUTSTANDING
		130.00	11-4-00-4340			A	
01	340040	\$63.05	11/19/08	00548		0 TOMAHAWK LIVE TRAP COMPANY	OUTSTANDING
		63.05	11-5-08-5335			A	
01	339936	\$17129.40	11/14/08	00466		0 TOWN BUILDER STUDIOS,LLC	OUTSTANDING
		17129.40	51-5-00-5680			A	
01	340015	\$400.00	11/14/08	33963		0 TRACEY BORNHEIM	OUTSTANDING
		400.00	11-4-00-4340			A	
01	339885	\$610.07	11/14/08	01364		0 TRYAD AUTOMOTIVE	OUTSTANDING
		24.52	11-5-08-5500			A	
		109.89	11-5-08-5500			A	
		124.94	11-5-08-5500			A	
		350.72	80-5-00-5500			A	
01	339908	\$180.00	11/14/08	00003		0 U S POSTMASTER	OUTSTANDING
		180.00	11-5-06-5305			A	
01	339952	\$250.60	11/14/08	01163		0 UNIQUE MANAGEMENT SERVICES, INC.	OUTSTANDING
		250.60	23-5-00-5245			A	
01	340062	\$15.33	11/19/08	01750		0 UNITED PARCEL SERVICE	OUTSTANDING
		15.33	11-5-08-5305			A	
01	339880	\$551.60	11/14/08	01171		0 US GAS	OUTSTANDING
		551.60	11-5-07-5300			A	

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01	339954	\$1171.65 1171.65	11/14/08 80-5-00-5505	01205		0 USA BLUE BOOK A	OUTSTANDING
01	340038	\$53.60 53.60	11/19/08 11-5-08-5335	00480		0 VERIFICATIONS, INC. A	OUTSTANDING
01	340057	\$3862.00 3862.00	11/19/08 79-5-00-5515	01582		0 VISU-SEWER OF ILLINOIS, LLC A	OUTSTANDING
01	340023	\$1527.91 31.74 155.94 502.18 87.98 80.00 145.89 43.69 115.74 262.28 102.47	11/19/08 11-5-11-5300 11-5-20-5300 11-5-23-5335 32-5-00-5300 11-5-02-5300 11-5-07-5300 11-5-01-5300 11-5-20-5300 11-5-20-5300 32-5-00-5300	00069		0 WAREHOUSE DIRECT A A A A A A A A A A	OUTSTANDING
01	339930	\$63.75 63.75	11/14/08 11-5-11-5300	00377		0 WATER ONE A	OUTSTANDING
01	339960	\$8933.17 8933.17	11/14/08 11-5-07-5500	01441		0 WEIMER MACHINE A	OUTSTANDING
01	340049	\$4000.00 4000.00	11/19/08 32-5-00-5265	01173		0 WEST SUBURBAN SPECIAL RECREATION ASSOC. A	OUTSTANDING
01	339861	\$972.57 972.57	11/14/08 80-5-00-5500	00306		0 WHOLESALE DIRECT INC. A	OUTSTANDING
01	339870	\$30.00 30.00	11/14/08 11-5-08-5500	00598		0 WIDAMAN SIGNS A	OUTSTANDING
01	340069	\$10.24 10.24	11/19/08 11-5-01-5210	20055		0 WILMA SALVATORE A	OUTSTANDING
01	339961	\$3394.02 3394.02	11/14/08 40-5-07-5700	01446		0 WOLD ARCHITECTS AND ENGINEERS A	OUTSTANDING
01	339889	\$104.34 104.34	11/14/08 11-5-11-5500	01803		0 ZEE MEDICAL, INC. A	OUTSTANDING
01	339917	\$279.61 279.61	11/14/08 11-5-07-5300	00115		0 ZEP MANUFACTURING CO A	OUTSTANDING

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AMOUNT	G/L ACCT #	DESCRIPTION	INVOICE #
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TOTAL # OF ISSUED CHECKS:	227	TOTAL AMOUNT:	1330518.50
TOTAL # OF VOIDED/REISSUED CHECKS:	1	TOTAL AMOUNT:	5185.00
TOTAL # OF ACH CHECKS:	0	TOTAL AMOUNT:	0.00
TOTAL # OF UNISSUED CHECKS:	0		

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
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011	GENERAL FUND	336,629.67	0.00
015	COMMUNITY OUTREACH FUND	1,890.32	0.00
023	LIBRARY FUND	23,656.73	0.00
032	CDBG PROJECT FUND	69,119.89	0.00
040	CAPITAL PROJECTS FUND	573,664.51	0.00
051	MISC GRANT FUND	17,129.40	0.00
055	SOUTH BERWYN CORRIDOR TIF FUND	24,640.76	0.00
056	CERMAK TIF DISTRICT	8,073.05	0.00
057	ROOSEVELT TIF FUND	12,422.81	0.00
058	OGDEN AVE. TIF DISTRICT	43,031.96	0.00
079	MOTOR FUEL TAX	23,421.43	5,185.00
080	WATER AND SEWER	196,837.97	0.00
		=====	=====
	TOTAL -	1,330,518.50	5,185.00