

### Regular Meeting September 10, 2013 Agenda

The Mayor and City Council welcome you. Please note: comments are permitted only during Open Forum and only for items not already on the agenda. When called upon by the Mayor, kindly state your name and address for the record. Thank you for your participation.

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### Berwyn City Council Regular Meeting – September 10, 2013 Agenda

### M. Consent Agenda

1.	Payroll 28/10/13	\$1,029,927.36			67
2.	Payables 9/10/13	\$1,578,116.48			68
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13.	Handicap Sign # 848-E. Gloria - 2324 S	S. Clinton	Approve		96

### O. Adjournment

Africal of

In accordance with the provisions of the Americans with disabilities Act, any individual in the need of a reasonable accommodation in order to participate in or benefit from attendance at a City of Berwyn public meeting should contact Clerk Thomas J. Pavlik at (708) 788-2660 as early in advance as possible.

### ROBERT J. LOVERO MAYOR

## THOMAS J. PAVLIK

# MINUTES BERWYN CITY COUNCIL AUGUST 27, 2013

- 1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:04 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto.
- 2. The Pledge of Allegiance was recited and a moment of silence was had for innocent victims in Syria and the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
- 3. The Open Forum portion of the meeting was announced. Alderman Avila announced Walgreens Well Care Event on Friday August 8, 2013, from 11am to 5pm. Alderman Laureto commented on District 98's Back to School event was very well attended and they signed up over 200 children for Berwyn Library cards. Rick Toman requested a meeting for the Parking and Traffic Committee so that he can put forth a parking proposal. Fire Chief O'Halloran thanked Piasans Pizza for allowing their property to be used in an active shooter drill which Berwyn FD participated in.
- 4. The minutes of the Berwyn City Council meeting and the Committee of the Whole held August 13, 2013 were submitted. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve as presented. The motion carried by a voice vote.
- 5. A deferred communication from the Assistant City Administrator regarding Telecommunications Audit Agreement with the SpyGlass Group. The Mayor recognized Evan Summers, who reviewed same. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
- 6. Assistant City Administrator and Police Sergeant Joseph Fitzgerald submitted a communication regarding renewal of local Debt Recovery Program Agreement with XSELL Technologies. The Mayor recognized both Evan Summers and Sergeant Fitzgerald who reviewed same. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

### BERWYN CITY COUNCIL MINUTES August 27, 2013

- 7. The City Attorney submitted a communication regarding the settlement of two cases 07 WC 3322 and 07 WC 56303. Thereafter, Avila made a motion, seconded by Chapman, to concur, approve as submitted for payment in an amount not to exceed \$106,855.00. The motion carried by a unanimous roll call vote.
- 8. The City Attorney submitted a communication regarding the settlement of case 10 WC 16805. Thereafter, Avila made a motion, seconded by Chapman, to concur, approve as submitted for payment in an amount not to exceed \$22,468.28. The motion carried by a unanimous roll call vote.
- 9. The City Attorney submitted a communication regarding Ordinance Amending Chapter 209, Section 209.8 reimbursement of expenses for elected officials. Thereafter, Chapman made a motion, seconded by Boyajian, to refer to the Committee of the Whole. The motion carried by a voice vote.
- 10. Berwyn Public Library submitted a communication regarding the hiring for eight part time positions. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approved as submitted and grant permission to hire. The motion carried by a unanimous roll call vote.
- 11. The Fire Chief submitted a communication regarding Personnel issue#1request for a 6 month leave of absence with pay. Polashek made a motion,
  seconded by Chapman, to excuse Alderman Fejt from vote. The motion
  carried by a voice vote. Thereafter, Avila made a motion, seconded by
  Polashek, to **deny** the request. The motion carried by the following call of
  the roll. Yea: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto.
  Excused: Fejt.
- 12. The Fire Chief submitted a communication regarding Personnel issue#2request for a leave of absence without pay. Polashek made a motion,
  seconded by Boyajian, to excuse Alderman Fejt from vote. The motion
  carried by a voice vote. Thereafter, Avila made a motion, seconded by
  Polashek, to concur and approve as submitted for a leave of absence for up
  to one year without pay. The motion carried by the following call of the roll.
  Yea: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto.
  Excused: Fejt.
- 13. Laureto made a motion, seconded by Avila, to suspend the rules and bring forward item M-3. The motion carried by a voice vote. M-3 is a communication from Latino Mission United Church of Christ regarding a yard

### BERWYN CITY COUNCIL MINUTES August 27, 2013

sale in the front yard for August 31, 2013 and September 21, 2013. Thereafter, Laureto made a motion, seconded by Polashek, approve as amended with condition of time of operation on August 31, 2013 per ordinance and to **deny** the September date requested. The motion carried by a voice vote.

- 14. The Consent agenda Items M-1,M-2 and M-4 through M-10 were submitted:
  - M-1 Budget Chair-Payroll-8/14/13 \$1,129,322.28-APPROVED
  - M-2 Budget Chair-Payables-8/27/13 \$361,302.66-APPROVED
  - M-4 Sokol Tabor-Rummage Sale 10/11/13
  - M-5 JenCare Grand Opening Celebration 9/10/13 and 9/11/13
  - M-6 Block party 3100 Scoville Ave.-9/14/13 Rain Date 9/21/13
  - M-7 Block Party 2800 Wenonah 9/7/13 Rain Date 9/14/13
  - M-8 Block Yard Sale-1900 Clinton-9/7, 9/8 RAIN 9/14, 9/15
  - M-9 Handicap Sign-#851-M. Ayers-6940 30th Place-Approved
  - M-10 Handicap Sign-837-J Clemens-6846 32<sup>nd</sup> Street-Denied

Thereafter, Avila made a motion, seconded by Polashek, to concur and approve the Consent agenda by omnibus vote designation. The motion carried by a voice vote.

15. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Santoy, to adjourn at the hour of 8:32p.m. The motion carried by a voice vote.

Respectfully submitted,

Thomas J. Pavlik, CMC

City Clerk

# MINUTES BERWYN CITY COUNCIL COMMITTEE OF THE WHOLE August 27, 2013

- Mayor Lovero called the Committee of the Whole to order at 7:30 p.m.; upon the call of the roll the following responded present: Boyajian, Paul, Fejt, Santoy, Polashek, Avila, and Laureto. Absent: Polashek. Avila made a motion, seconded by Polashek, to excuse Alderman Chapman. Motion carried by a voice vote.
- Mayor asked that a motion be made to refer Item L-5 to the COW for further discussion regarding ordinance amending Chapter 209, Sec. 209.8. Mayor explained this will free up two Detectives allowing them to get back on the street. It is a civilian non-union position and has been allotted for in the budget.
- 3. The Clerk noted his office had received two late submitted requests that did not make tonight's City Council agenda. A request from Tiger O'Stylies to host their annual Labor Day weekend Music and Art Showcase on Sunday September 1<sup>st</sup> from 2 p.m. until 11 p.m. The second was a request for a block party from Concordia Lutheran Church for the 3100 block of Home Ave. The Clerk asked that if there were no objections, he would grant permission and place both items on the next agenda for approval after the fact. There being no objections, Clerk Pavlik stated he will notify all departments and the requestors to move forward with their events.
- 4. Alderman Laureto questioned item M-3, a yard sale request from the Latino Mission Church and to restrict hours of operation per ordinance. Laureto noted there were clean up issues with their last event and recommends not allowing the requestor to hold additional events in September or on a regular monthly basis.
- 5. Laureto questioned item M-8, a request for a block yard sale with an additional request to hold sale in front yards. Laureto requested this issue be brought to the attention of the Licensing Officer Anthony Perri to review and potentially amend ordinance to address this issue and restrict to garages and back yards only.
- 6. The Mayor asked for a motion to close the Committee of the Whole for personnel issue. Thereafter, Boyajian made a motion, seconded by Laureto, to close the Committee of the Whole at 7:37 p.m. The motion carried by a voice vote.

### COMMITTEE OF THE WHOLE August 27, 2013

- 7. A motion was made in closed session by Paul, seconded by Avila, to re-open the Committee of the Whole at 8:00 p.m. The motion carried by a voice vote.
- 8. A motion was made by Avila, seconded by Polashek, to adjourn the Committee of the Whole at 8:00 p.m. The motion carried by a voice vote.

Respectfully submitted,

Thomas J. Pavlik, CMC

City Clerk



September 4, 2013

Mayor Robert J. Lovero and Members of the Berwyn City Council 6700 West 26th Street Berwyn, IL 60402

Re: Consideration for Loan Approval, Craig's Shoes

Dear Mayor and Members of the City Council,

The Berwyn Development Corporation's Board of Directors and Commercial Loan Commission have reviewed and provided a recommendation for a new loan to Craig Cohen of Craig's Shoes located at 6548 West Cermak Road for working capital.

Mr. Cohen is requesting \$145,000 (one hundred forty five thousand and 00/100) to be used for business working capital for his store on Cermak Road. The Berwyn Development Corporation Loan Commission has reviewed the applicant's business history and supporting loan documentation in order to fully underwrite the potential loan. The recommendation for approval of a three (3) year commercial loan, priced at BDC prime rate plus 2; with a floor of 7% APR which is adjusted annually amortized over a twenty (20) year period and based on the performance of the Borrower, this loan may be eligible for loan renewal was provided by the Loan Commission.

Respectfully submitted for your consideration.

Andony W. Griffin



August 26, 2013

Mr. Craig Cohen Craig's Shoes 6548 West Cermak Berwyn, IL 60402

Re: Berwyn Development Corporation Commercial Loan Application Commitment Letter

### Dear Craig:

We are pleased to offer you the following conditional loan commitment for paying the debt with vendors for the business, Craig's Shoes, located at 6548 West Cermak Road in Berwyn, IL based on the loan application amount of ONE HUNDRED FOURTY FIVE THOUSAND AND 00/100 DOLLARS (\$145,000.00). This is subject to and satisfaction of the conditions set forth below, credit check and Berwyn City Council approval:

### **CONDITIONS**

- A) Proceeds are used to pay debt with vendors
- B) Remaining loan funds to be used as working capital
- C) Restrictor Clause in the loan documents will provide a covenant to ensure that all revenue is kept in the business until a debt service coverage ratio of at least 1.25% before owner can draw capital, equity, salary, borrowing, etc. out of the business.

#### BORROWER

Craig Cohen (borrower and business owner)

### LOAN AMOUNT

A) ONE HUNDRED FOUR FIVE THOUSAND AND 00/100 DOLLARS (\$145,000.00) to be used for paying off debt with vendors and remaining loan funds to be used as working capital.

Total of loan proceeds to not exceed \$145,000.00

### COLLATERAL/SECURITY

- A) Second position on the property located at 6548 Cermak Road in Berwyn, IL. The final legal description of property must be satisfactory to the Berwyn Development Corporation.
- B) First position on investment securities of at least \$60,000.00. Loan documents would have to provide language of how securities can and cannot be traded will serving as collateral for the loan
- C) Personal guaranty of the borrower.

### INTEREST RATE AND TERM

A) Three (3) year commercial loan, priced at BDC prime rate plus 2, with a floor of 7% APR which is adjusted annually amortized over a twenty (20) year period. Based on the performance of the Borrower, this loan may be eligible for loan renewal(s).

### **GUARANTORS**

Unlimited Unsecured Guarantee of Craig's Shoes and Craig Cohen.

### FINANCIAL STATEMENTS

Borrower shall maintain its present business form and organization, comply with all applicable laws, and continue to conduct and operate its business substantially as conducted and operated at present.

22 S. Oak Park Avenue cond Floor rwyn, IL 60402 8.788.8100 x: 708.788.0966 ww.berwyn.net



Borrowers and Guarantors shall provide quarterly financial statements to the Berwyn Development Corporation during the first year of operation then annual financial statements.

### **FEES**

A) A \$3,500.00 processing fee to be paid at time of closing paid by proceeds of the loan.

### TITLE INSURANCE

Commitment for mortgage title insurance, without exceptions, satisfactory to the Berwyn Development Corporation to be furnished. The final mortgage title insurance policy to show clear title to be in the Borrowers name and will insure the Berwyn Development Corporation in the principal amount of the loan as having a first security interest in the property.

#### COSTS

It is understood that the mortgagor shall pay all costs pertaining to this loan which may include the following: processing fee, mortgage title insurance policy, appraisal, survey, legal, recording fees, and any other incidental expenses as may be required by the Berwyn Development Corporation or the Berwyn Development Corporation's attorney.

### **TAXES**

It is understood that all property taxes are current and future tax payments will be escrowed by the first mortgagor.

#### HAZARD INSURANCE

Borrower will also be required to provide Hazard Insurance in an amount equal to the full replacement value of the collateral, but in no event less than the amount of the Loan. An insurance company satisfactory shall provide the policy to the Berwyn Development Corporation. All Risk extended coverage endorsements is required. Borrower will be required to provide a letter from an authorized agent stating that all premiums are paid and that the policy is in full force and effect. The Berwyn Development Corporation is to be properly designated in a Lender's Loss Payable Clause and Standard Mortgage Clause as Mortgagee under the policy. In addition, all cancellation clauses shall provide that the Berwyn Development Corporation be given thirty- (30) days written notice prior to any cancellation, termination, or policy expiration.

### COMMITMENT ACCEPTANCE

Upon your acceptance and proof of conditions outlined above, the Berwyn Development Corporation will proceed with processing the application for final and ultimate approval by the City Council by the City of Berwyn. Terms and conditions will be set by loan documents prepared after final approval City Council. Please acknowledge your acceptance below as indicated and return it to our office at 3322 Oak Park Ave. Berwyn, IL 60402. If you have any questions about any material contained in this commitment, feel free to contact me at (708)788-8100.

Accepted by:		
By: Borrower	Date:	
	Ву:	By:Date:

22 S. Oak Park Avenue cond Floor rwyn, IL 60402 8.788.8100 x: 708.788.0966 ww.berwyn.net

### The City of Berwyn



Robert J. Lovero Mayor

September 10, 2013

Members of City Council

Re: Resignation and Appointment of Library Board

### Council Members:

I received a letter of resignation (see attached) from Steve Brantley pertaining to his position as a member of the Library Board resulting from relocation due to a change in employment. I would like to thank Steve for fulfilling his duties as a member of the Library Board during his tenure. I am seeking to fill this vacancy with the appointment of Richard Jousef Mondragon who brings with him his experience as an active community member and an accomplished business professional (see attached resume.)

I would ask that City Council concur in my recommendation of the appointment of Richard Jousef Mondragon as a member of the Library Board with his term expiring on August 27, 2014.

Respectfully,

Robert J. Lovero

Mayor

### Ruth E. Volbre

From:

Robert J. Lovero

Sent:

Tuesday, July 30, 2013 10:10 AM

To:

Ruth E. Volbre

Subject:

Fwd: Resigning from Library Board of Trustees

Sent from my Verizon Wireless 4G LTT Smartphone

----- Original message ----

From: Steve Brantley < brantles@gmail.com > Date: 07/30/2013 9:49 AM (GMT-06:00)

To: "Robert J. Lovero" < RLovero@ci.berwyn.il.us>

Cc: "John Chrastka (External Contact)" < john.chrastka@gmail.com > , "Tammy H. Clausen"

<TClausen@berwynlibrary.org>

Subject: Resigning from Library Board of Trustees

### Dear Mayor Lovero:

I am writing to inform you that I recently accepted a position as Head of Reference Services at Eastern Illinois University in Charleston, Illinois and will be relocating there in the near future. As a result of this move I must resign my seat on the Berwyn Public Library Board of Trustees. I thank you for the opportunity to serve the citizens of Berwyn over the past year. I have enjoyed working with John and Tammy and the rest of the Library Board.

Sincerely,

Steve Brantley

RICHARD JOUSEF MONDRAGON 3418 Clarence Avenue Berwyn, IL 60402

### richardimondragon@yahoo.com

### OBJECTIVE

### **GLOBAL BUSINESS DEVELOPMENT**

Dynamic sales and business development professional responsible for marketing and selling highly specifiable lighting products within a competitive business market. Expert in building relationships through value-based selling strategies, marketing, cross-functional sales, and key account management. Outstanding record of achievement in account management, organizational leadership and business development. Excellent leader with the ability to affect and manage change. Seeking to leverage current leadership and management skills into a global management position. Demonstrated achievements in:

- Key Account Management
- Emerging Market Development
- Global Market Analysis
- Strategic Sales and Market Planning
- Organizational Leadership & Creativity
- Bidding Strategy & Price Negotiation
- Customer Focus & Value Based Selling
- Matrix Organization Management

Computer Skills: Microsoft Windows®, Microsoft Word, Microsoft PowerPoint®, and Microsoft Excel., Virtual Webinars

### EXPERIENCE COOPER INDUSTRIES, Chicago, IL

1996-Present

### Vice President, Global Business Development-Emerging Markets

Accomplished Sales Executive responsible for developing and cultivating emerging markets for specification based products and highly customized programs through value-based selling strategies and relationship building expertise within a broad spectrum of markets including Architect/Engineers, Lighting Designers, Specification Specialists, Independent Agents, Contractors, Electrical & Specialty Distributors, National and International Accounts. Highly experienced in identifying market price points and leveraging maximum product profit margins through tactical negotiations and bid strategies. Proven success in P & L Management, optimization of revenue, profit and market share in competitive market channels and industry segments. Successful cultivation of customer loyalty and new product development introductions. Integrity proven multi-year record of leading multimillion-dollar businesses resulting in increased sales, margin, profit, market share and global presence.

### Accomplishments:

- Increased domestic sales for eight consecutive years, 1999 through 2007
- Increased international sales for two consecutive years, 2007 to present
- Achieved 100% of sales goal for fiscal years 1999 to present
- Achieved gross margin & gross profit at an average annual rate of 24% & 32%, respectively
- Developed comprehensive marketing programs actualizing 20% organic growth
- Developed a network of specialized Independent Agents to support international activity
- Created customized National Accounts Programs resulting in an annual ROR of 15%
- Created public relations campaigns establishing brand presence in seven vertical markets
- Manage P&L initiatives for an aggregate volume of \$250M
- Manage an internal network of 15 direct reports, domestically and internationally

### National Sales Manager

Directed and managed sales opportunities for new and retrofit construction projects within Commercial & Industrial Markets. distribution of specification grade products through a national network of Independent Manufacturers Representatives and electrical distributors. Implemented marketing promotions to increase product volume, sales actualization and market share penetration. Developed business plans to identify strategic accounts and markets to obtain multi-year contracts. Created metrics and statistical measurement criteria to evaluate performance and profit based objectives.

### Accomplishments:

- Achieved a five year sales plan that actualized organic sales of \$25M
- Managed the distribution of products via a nationwide network of Electrical Distributors and Manufacturer Representatives
- Developed marketing programs for non-traditional niche markets

### GENERAL ELECTRIC COMPANY, Los Angeles, CA

1986-1991

### Regional Sales Manager

Developed comprehensive marketing strategies to penetrate Commercial & Industrial and OEM Markets for a prolific array of electrical products. Established strong customer relationships at key strategic accounts creating significant specification opportunities, incremental business and sales actualization. Executed cost control plans, work breakdown structures and pre-award analysis for construction proposals. Provided solution based portfolios specific to the realization of revenue and profit level objectives.

EDUCATION New Mexico State University, Bachelor	0	ŧ
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f Science, Electrical Engineering 1986 New Mexico State University, Bachelor of Arts, International Business 1986 University Of Illinois, Executive MBA 2008 Notre Dame Mendoza College Of Business, Global Business Management 2010

### PROFESSIONAL **AFFILIATIONS**

- Illuminating Engineering Society (IES)
- Institute For Electrical & Electronic Engineers (IEEE)
- National Association Of Interior Lighting Designers (NAILD)
- Illinois Business Consultants (IBC), Chair-Strategy & Development
- Vice President & Board Director, Berwyn Development Corporation
- Vice President, UIUC Alumni Board
- Vice President & Board Director, Youth Crossroads

### REFERENCES AVAILABLE UPON REQUEST

### The City of Berwyn



### Thomas J. 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

January 14, 2013

To: Mayor Lovero and Berwyn City Council Members

Re: Updating and Codification of Ordinances

Ladies and Gentlemen:

Attached is an ordinance approving the "EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH", "Ordinance 12-11 and 12-21".

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Respectfully.

Themas J. Pavlik, CMC

City Clerk

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, American Legal Publishing Corporation completed its most recent updating of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances (March 31, 2013) have been included in the Codified Ordinances of the City;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERWYN, ILLINOIS:

<u>SECTION 1</u>. The editing, arrangement and numbering or renumbering of the following ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

Ord. No.	<u>Date</u>	C.O. Section
13-14	4-23-2013	1610.03
13-18	6-11-2013	484.02

SECTION 2. Pursuant to State law, three copies of the 2013 S-14 Supplement Pages for the Codified Ordinances have been filed for a period of thirty days prior to the adoption of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its adoption, approval, recording and publication as required by law.

PASSED AND APPROVED this		day of	, 20
AYES			
NAYS			
	BY:		_
		Mayor	

ATTEST:		
City Clerk		
Published this day of Illinois.	, 20, in the	, Berwyn,
	City Clerk	_



City Clerk
Thomas J. Pavlik

#### A CENTURY OF PROGRESS WITH PRIDE

6700 W 26th Street \* Berwyn, IL 60402 \* Ph: (708) 788-2660 \* Fax: (708) 788-2675 \* Berwyn-IL.gov

### **Zoning Board of Appeals**

Dominick Castaldo
Joel Chrastka
Douglas Walega
Mary Esther Hernande2
Lance C. Malina
Don Miller
Alicia M. Ruiz

September 4, 2013

Mayor Lovero and Members of the City Council:

Attached for your consideration are Findings of Fact from the Zoning Board of Appeals relative to a request for Variations filed by Petitioner Adolfo & Martha Linares of Berwyn LLC (Linares), as well as an Ordinance approving the requested Variations for property located at 6205-6227 W. 26<sup>th</sup> Street. The Petitioner seeks Variations from the requirements of the Zoning Code of the City of Berwyn limiting building coverage on a lot in the C-1 Limited Commercial Zoning District to a maximum of 80% of the lot (Section 1256.09 (Building Coverage on Lots)) and requiring a minimum rear yard depth of 20% of the lot (Section 1256.06 (Required Yards)), in order to allow the construction of an addition to the existing commercial building on the Property, which is located in the C-1 Limited Commercial District. Petitioner seeks to operate a full-service grocery store on the Property.

Attached to the Findings of Fact are Exhibits from the Public Hearing.

The recommendation of the ZBA in this matter was to APPROVE the request for a Variation on a vote of 6-0, subject to the condition that the Petitioner act to consolidate the two (2) lots comprising the Property into a single lot as soon as possible.

Respectfully,

Lahce C. Malina

Executive Secretary,

Berwyn Zoning Board of Appeals

# FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BERWYN ZONING BOARD OF APPEALS TO THE MAYOR AND CITY COUNCIL

August 20, 2013

APPLICATION: For Variations from the requirements of the Zoning

Code of the City of Berwyn limiting building coverage on a lot in the C-1 Limited Commercial Zoning District to a maximum of 80% of the lot (Section 1256.09 (Building Coverage on Lots)) and requiring a minimum rear yard depth of 20% of the lot (Section 1256.06 (Required Yards)), in order to allow the construction of an addition to the existing commercial building on property located in the C-1 Limited Commercial District at the address commonly known as 6205-6227 W. 26<sup>th</sup> Street, Berwyn,

Illinois.

PETITIONER: Adolfo & Martha Linares of Berwyn LLC

PROPERTY: 6205-6227 W. 26th Street, Berwyn, Illinois (the

"Property")

SUMMARY OF REQUEST AND RECOMMENDATION: The City of Berwyn has received a request from Petitioner Adolfo & Martha Linares of Berwyn LLC ("Petitioner") for variations from the requirements of the Zoning Code of the City of Berwyn ("Zoning Code") limiting building coverage on a lot in the C-1 Limited Commercial Zoning District to a maximum of 80% of the lot (Section 1256.09 (Building Coverage on Lots)) and requiring a minimum rear yard depth of 20% of the lot (Section 1256.06 (Required Yards)), in order to allow the construction of an addition to the existing commercial building on property at the address commonly known as 6205-6227 W. 26<sup>th</sup> Street, Berwyn, Illinois.

Following a public hearing held on August 20, 2013, the Zoning Board of Appeals of the City of Berwyn ("ZBA") recommended approval of the requested variations on a unanimous vote of 6-0, on the condition that the two (2) lots comprising the Property be consolidated.

**BACKGROUND:** The Property consists of two separate lots, one of which has an existing building on it, and the other consisting of a parking area. Petitioner is proposing a building addition to expand the existing building for use as a full-service grocery store. The expansion as proposed will cause the building to cover more than the 80% of one of the two (2) lots and will go to the rear lot line of the Property. The addition will also cross the existing lot line between the two (2) lots comprising the Property, which will require the Petitioner to consolidate the two (2) lots into a single lot.

PUBLIC HEARING: At the public hearing on Petitioner's request for variations held on August 20, 2013, representatives for Petitioner included an attorney, the project architect, and Adolfo Linares, a member of the Petitioner LLC. They explained the project and need for the variations. The proposed full service grocery store will have thirty five (35) parking spaces and twenty four (24) foot driveways. Site plans and building elevations were provided. The proposed addition is needed to create a complete back area for staging for the store.

Petitioner's representative further explained that the exit to the Property will be onto 26<sup>th</sup> Street, so as not to overwhelm Lombard or Harvey, which are residential streets. The proposed grocery store is a permitted use in the C-1 Zoning District. Petitioner needs storage to make the flow of the store work. Expanding the building to the east instead of towards the rear of the Property would make parking a problem.

Petitioner's representatives next explained that there are other smaller grocery stores in the area but nothing close to a full service store. Adolfo Linares, a member of Petitioner LLC, operates grocery stores in Cicero, Melrose Park, Berkeley and Batavia. The roof will be a single elevation but the façade will be higher. Building lighting will go towards 26<sup>th</sup> Street. They believe the traffic pattern will work well.

Petitioner's attorney noted that while a grocery store is a permitted use in the District, the sites are not deep enough. While a store could be opened in the existing building, the size would not be efficient or effective, due to the lack of depth, so no grocery would operate here without a variation. Other possible sites for a grocery store in the area are few. He further noted that the proposed use would not be detrimental to the public, but the continued vacancy of the Property would be. He argued that the proposed store would not impair light or air to adjacent properties, and that having a nice grocery store in the area would improve property values.

One member of the public, a condominium owner from the Harvey Place Condos on the southwest corner of Harvey and 26<sup>th</sup> spoke at the hearing. He asked a number of questions of Petitioner's representatives. It was explained in response to his questions that the alley behind the store would not be blocked by trucks, lights will be modest LEDs, and that garbage will be condensed and carted to a sealed, leak-proof compacter. The member of the public expressed that his concerns had been addressed and that he supported the proposed project.

Members of the ZBA also asked a number of questions concerning parking, construction timing, lighting, number of employees and how they would be hired, dimensions of the building, loading, trash disposal, financing, traffic flow, liquor sales, and days and hours of operation.

Alderman Fejt was present, and questioned Mr. Linares about curb cuts and fencing.

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There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

Exhibits marked during the course of the Public Hearing included: Exhibit 1, the published legal notice regarding the public hearing, and accompanying Certification of Publication. The Executive Secretary noted for the record that notice of the public hearing had been published on July 28, 2013, in accordance with the Zoning Code. Exhibit 2 consisted of the full application for the relief sought by Petitioner. Group Exhibit 3 consisted of a series of photographs of other locations owned by Adolfo Linares. Group Exhibit 4 consisted of the revised Site Plan and building elevations for the proposed store.

The Area Investigator appointed in this matter was ZBA member Dominick Castaldo. Mr. Castaldo discussed his investigation, including distribution of notices, and what he learned from meeting with Mr. Linares. He noted that the building would have a new roof and sprinklers, new lights, and that drainage would be addressed. He concluded that the proposed project would be an improvement to the neighborhood and would provide employment opportunities for neighborhood residents. He recommends approval.

The other members of the ZBA each then in turn expressed their views on the proposed variations.

The ZBA recommended that the City Council approve the requested variations by a vote of 6-0, with the condition that the two parcels making up the Property be consolidated. Member Castaldo made the motion, seconded by Member Ruiz.

**FINDINGS:** The ZBA makes the following Findings as to the proposed Variations:

- (A) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the Zoning Code were carried out. Without the proposed variations, a full-service grocery store would be unable to operate here, due to the depth of the lots, and existing building and parking configurations. The members of the ZBA felt that this standard had been met.
- (B) The conditions upon which an application for a variation is based are unique to the property for which the variance is sought and are not applicable, generally, to other property within the same zoning classification. The members of the ZBA felt the existing configuration of the structure and parking on the Property, and square footage and dimensions of the Property, among other factors, made this a unique application.
- (C) The purpose of the variations is not based primarily upon a desire to increase financial gain, but is instead necessary to effectively operate a full-service grocery store on the Property at all.

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- (D) The alleged difficulty or hardship is caused by the Zoning Code, and has not been created by any persons presently having an interest in the Property. The members of the ZBA felt that this standard had been met.
- (E) The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. The members of the ZBA found that the proposed project would improve property values and provide employment opportunities to neighborhood residents. In addition, lighting, drainage, traffic flow, garbage disposal, parking, and loading had all been addressed to the satisfaction of the members of the ZBA and the neighborhood resident present at the hearing.
- (F) The granting of the variations will not alter the essential character of the neighborhood. The proposed building addition is not out of scale, and the improvements to the Property would provide an overall benefit to the neighborhood.
- (G) The proposed variations will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion of the public streets, increase the danger of fire, impair natural drainage, create drainage problems on adjacent properties, endanger the public safety or substantially diminish or impair property values within the neighborhood. The members of the ZBA found that the proposed project would improve property values and provide employment opportunities to neighborhood residents. In addition, lighting, drainage, traffic flow, garbage disposal, parking, and loading had all been addressed to the satisfaction of the members of the ZBA and the neighborhood resident present at the hearing.

RECOMMENDATIONS: Based upon the foregoing Findings, the ZBA, by a vote of 6-0, recommends to the Mayor and City Council that the request of Petitioner Adolfo and Martha Linares of Berwyn LLC for variations from the requirements of the Zoning Code limiting building coverage on a lot in the C-1 Limited Commercial Zoning District to a maximum of 80% of the lot (Section 1256.09 (Building Coverage on Lots)) and requiring a minimum rear yard depth of 20% of the lot (Section 1256.06 (Required Yards)), in order to allow the construction of an addition to the existing commercial building on property located in the C-1 Limited Commercial District at the address commonly known as 6205-6227 W. 26<sup>th</sup> Street, Berwyn, Illinois, be approved, subject to the condition that the Petitioner consolidate the two lots that comprise the Property into a single lot as soon as possible.

Signed:

Lence C. Malina Executive Secretary

Zoning Board of Appeals

City of Berwyn

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### CITY OF BERWYN

ORDINANCE NO.	
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AN ORDINANCE APPROVING VARIATIONS TO ALLOW A BUILDING ADDITION ON A PROPERTY IN THE C-1 LIMITED COMMERCIAL ZONING DISTRICT AT 6205-6227 W. 26<sup>TH</sup> STREET, BERWYN, ILLINOIS

WHEREAS, a request seeking variations from the requirements of the Zoning Code of the City of Berwyn limiting building coverage on a lot in the C-1 Limited Commercial Zoning District to a maximum of 80% of the lot (Section 1256.09 (Building Coverage on Lots)) and requiring a minimum rear yard depth of 20% of the lot (Section 1256.06 (Required Yards)), in order to allow the construction of an addition to the existing commercial building on property located in the C-1 Limited Commercial District at the address commonly known as 6205-6227 W. 26th Street, Berwyn, Illinois (the "Subject Property"), was filed by Adolfo & Martha Linares of Berwyn LL (the "Applicant") with the City of Berwyn; and

**WHEREAS**, the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Application has been referred to the Zoning Board of Appeals of the City ("Board of Appeals") and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on August 20, 2013, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals unanimously recommended approval of the Application by a vote of 6-0, on the condition that the two (2) lots comprising the Subject Property be consolidated into a single lot as soon as possible, all as set forth in the Findings and Recommendation of the Board of Appeals in this matter ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City Council of the City has duly considered the Findings and Recommendation of the Board of Appeals, and all of the materials, facts and circumstances affecting the Application, and, finds that the Application satisfies the standards set forth in Section 1244.07 of the Zoning Code relating to variations.

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

<u>Section 1</u>: <u>Incorporation</u>. The foregoing recitals are incorporated into this Section 1 by reference as findings of the City Council.

Section 2: Approval of Variations for Building Coverage and Required Rear Yard. The City Council, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve and adopt the findings of fact and recommendation of the Zoning Board of Appeals, a copy of which is attached hereto as Exhibit B, and incorporate such findings and recommendation by reference as if fully set forth herein. The City Council further approves variations from the requirements of the Zoning Code limiting building coverage on a lot in the C-1 Limited Commercial Zoning District to a maximum of 80% of the lot (Section 1256.09 (Building Coverage on Lots)) and requiring a minimum rear yard depth of 20% of the lot (Section 1256.06 (Required Yards)), in order to allow the construction of an addition to the existing commercial building on the Subject Property, as legally described in Exhibit A, subject to the condition that the Petitioner act to consolidate the two (2) lots comprising the Subject Property into a single lot as soon as possible. The building may be built to within one (1) foot of the rear lot line. Lot coverage is authorized to the extent of the building footprint set forth in the site plan attached to the Findings of Fact.

<u>Section 3</u>: <u>Violation of Condition or Code</u>. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the City shall be grounds for the immediate rescission by the City Council of the approvals made in this Ordinance.

<u>Section 4</u>: <u>Severability and Repeal of Inconsistent Ordinances</u>. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

<u>Section 5</u>: <u>Effective Date</u>. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this	day of	2013.	
AYES:			
NAYS:			
	day of		
		Robert J. Lovero, I	Mayor
ATTEST:			
Thomas .	J. Pavlik, City Clerk		
Published by me i	n pamphlet form this	day of	, 2013.
		Thomas J. Pavlik, City	Clerk

### **EXHIBIT A**

### Parcel 1:

LOT 16, 17, 18, 19 AND 20 IN BLOCK 28 IN WINSLOW'S SECOND SUBDIVISION BEING A SUBDIVISION OF BLOCKS 21, 27 AND 28 OF THE SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-29-127-036-0000, 16-29-127-037-0000, 16-29-127-038-0000, 16-29-127-039-0000 and 16-29-127-040-0000.

COMMONLY KNOWN AS: 6205 W. 26TH STREET, BERWYN, ILLINOIS

### Parcel 2:

LOT 21, 22, 23, 24 AND 25 IN BLOCK 28 IN WINSLOW'S SECOND SUBDIVISION BEING A SUBDIVISION OF BLOCKS 21, 27 AND 28 IN THE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 16-29-127-031-0000, 16-29-127-032-0000, 16-29-127-033-0000, 16-29-127-034-0000, 16-29-127-035-0000,

COMMONLY KNOWN AS: 6227 W. 26<sup>TH</sup> STREET, BERWYN, ILLINOIS

### **EXHIBIT B**

# FINDINGS OF FACT (ATTACHED)

STATE OF ILLINOIS	)
COUNTY OF COOK	) SS )
c	LERK'S CERTIFICATE
	of the City of Berwyn, in the County of Cook, State of attached and foregoing is a true and correct copy of in my Office, entitled:
ORD	INANCE NO
ON A PROPERTY IN THE C-1 L	S VARIATIONS TO ALLOW A BUILDING ADDITION IMITED COMMERCIAL ZONING DISTRICT AT 6205- TH STREET, BERWYN, ILLINOIS
Council Meeting on the da	the City Council of the City of Berwyn at a Regular City by of, 2013, at which meeting a wed by the Mayor of the City of Berwyn on the day 3.
the City Council of the City of Be	te on the question of the passage of said Ordinance by rwyn was taken by Ayes and Nays and recorded in the c City of Berwyn, and that the result of said vote was as
AYES:	<del></del>
NAYS:	
ABSENT:	
	e original Ordinance, of which the foregoing is a true or safekeeping, and that I am the lawful keeper of the
	, I have hereunto set my hand and affixed the seal of, 2013.
	City Clerk
[SEAL]	5 <b>,</b> 5.5
[SEAL]	

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### The City of Berwyn



### James J. Frank IT Director

### A Century of Progress with Pride

September 3, 2013

Honorable Mayor Robert J. Lovero Members of the City Council City of Berwyn 6700 W 26<sup>th</sup> Street Berwyn, II 60402

Re: Approval of AT&T Bid, Phone System Upgrade

Mayor Lovero and Members of the City Council:

Sealed RFP responses for the telephone system upgrade project were due into the City by August 1<sup>st</sup> 2013. Despite the extended posting period for this RFP, staff received one (1) bid response to this request for proposal. This response came from AT&T in the amount of \$197,110.49. Of this, \$176,138.17 is the cost for implementation and equipment, while \$20,972.33 is for maintenance services. Attached with this communication is the relevant paperwork and contract from AT&T detail their response and pricing. After an extensive IT and legal review of this proposal, staff is recommending Council approve this contract and requesting permission to move forward with AT&T to perform the phone system upgrade. Funding for this project is earmarked within the 2012 bond issue.

Staff is requesting your consideration and concurrence in approving this contract with AT&T for the telephone system upgrade project in the amount not to exceed \$197,110.49.

Respectfully submitted,

James Frank

Director, Information Technology



### AT&T Equipment Resale and Related Services Pricing Schedule

MA Reference No.: 201108050245UA

		Pricing Schedule No.:
CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
City of Berwyn	AT&T Corp.	Name: Mitch Gillham
CUSTOMER Address	AT&T Address and Contact	AT&T Branch Sales Contact Information
2701 S. Harlem Ave Berwym IL United States 60402	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-Mail: mast@att.com	Street Address City State / Province United States Domestic / International Zip Code Phone: Fax: Email: Sales/Branch Manager: SCVP Name:
CUSTOMER Contact		AT&T Contact Information
Name: Jim Frank Title: Telephone: 708-795-2103 Fax: Email:		Name: Address: City: State / Province: Country: United States Domestic / Intl / Zip Code: Telephone: Email:
CUSTOMER Billing Address and Contact		William Co.
2701 S. Harlem Ave Berwym  IL United States 60402 Contect Name: Jim Frank Title: Telephone: 708-795-2103 Fax: E-mail: This Pricing Schedule is part of the Agreement of priority for the documents in this Pricing Sch  Rider A – Purchased Equipment Rider B – Additional Cisco Terms Sub-Rider B1 - Cisco Try and Buy F Sub-Rider B2 – Technology Migration Rider C – Purchased Equipment Discour	edule is the applicable Sub-Rider, the applica  Rider D – Services  Sub-Rider D1 – Avay  Program Sub-Rider D2 – AT&T  an Plan Sub-Rider D3 – AT&T  Sub-Rider D4	a-Provided Maintenance I-Provided Maintenance
Rider F – ShoreTel Mobility Router	Sub-Rider D7 - State	riced Transport Service
USTOMER: City of Berwyn	AT&T Corp.	
y:(by its authorized representative)	By:(by its authorized of	apresentative)
Typed or Printed Name)	(Typed or Printed Name	
Title)	(Title)	

CPE UA Pricing Schedule - STANDARD V. 5/15/13

AT&T and Customer Confidential Information

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(Date)

AT&T Equipment Resale and Related Services Pricing Schedule (Date)

### GENERAL TERMS APPLICABLE TO AT&T EQUIPMENT RESALE AND RELATED SERVICES

#### 1. SERVICES AND PURCHASED EQUIPMENT

- Purchased Equipment equipment or software ("Software") AT&T sells to Customer. Purchased Equipment Includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- Services per applicable Riders and Sub-Riders

### 2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a SOW. Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote.

#### 3. ORDERS

- (a) Order means an order for Purchased Equipment or Services Including Statements of Work and requests to change an Order that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. No terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.
- (b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the vendor and can be ordered off the shelf without being configured or designed with other components.

#### 4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

#### 5. TERMINATION

- (a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.
- (b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order, any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

### 6. LIMITATION OF LIABILITY

- (a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.
- (b) AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

### 7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

- (a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or ticensors. The manufacturer or licensor and not AT&T are responsible for any such warranties.
- (b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING).
- (C) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

### 8. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment and equipment-related products and services between Customer and the following AT&T Affiliates: SBC Global Services, AT&T DataComm and BellSouth Communication Systems, LLC.

CPE UA Pricing Schedule - STANDARD V. 5/15/13

AT&T and Customer Confidential Information

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### Rider A - Purchased Equipment

### 1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

#### TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to the carrier; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

### 3. SHIPPING AND STORAGE

- (a) Shipping Charges.
  - (i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.
  - (ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the Identification of the shipper, Customer's account information, and method of shipment.
  - (8) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.
- (b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

### 4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T shall retain a purchase money security interest in each item of Purchased Equipment purchased under this Pricing Schedule until Customer pays all sums due under this Pricing Schedule and all Orders. Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest.

### PURCHASED EQUIPMENT RETURNS

- (a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.
- (b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T to obtain an RMA with instructions within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.
- (c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service plan, Customer must contact the applicable maintenance provider to obtain an RMA and instructions.

### 6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility under this Agreement is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

### 7. LICENSES, RESTRICTIONS, REQUIREMENTS

- (a) Software is provided subject to the terms of the Software ficensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.
- (b) The manufacturer or licensor of Purchased Equipment may have additional license terms or use requirements or restrictions. Customer must assent to and comply with such terms, requirements or restrictions.

CPE UA Pricing Schedule - STANDARD V. 5/15/13 AT&T and Customer Confidential Information

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Rider C - Purchased Equipment Discounts							
Manufacturer	Product Classification	Discount (%)*	Note:				

<sup>\*</sup>Customer's price is the manufacturer's list price less the applicable discount on the date AT&T receives a correct and complete Order from Customer. Discounts are subject to change by AT&T. Promotional discounts may be available from time to time in lieu of a discount set forth above.

### SERVICE; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T implementation Services	AT&T Business Service Guide Website	http://serviceguidenew.att.com
	SG Library	

### Or per applicable Sub-Rider

### 2. INTELLECTUAL PROPERTY RIGHTS

- (a) All intellectual property rights used in providing or arising by virtue of AT&T's performance of the Services are and will be the sole and exclusive property of AT&T and neither ownership nor title to any such property will pass to Customer.
- (b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "Internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- (c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely for Customer's own Internal business purposes during the term of this Pricing Schedule or for such other purposes as may be agreed in writing by the parties.
- (d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's Intellectual property rights is either granted or implied under this Pricing Schedule.

### 3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

### 4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

#### 5. ACCEPTANCE

Upon completion of Professional and Implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) business days of the Service Completion Date written notice to AT&T Identifying any non-conforming Professional or Implementation Service. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoke Customer for Professional and Implementation Services upon acceptance.

### MAINTENANCE CHARGES

AT&T may invoice Maintenance charges in full in advance of the term for Maintenance Services and are non-refundable, either by way of cash or credits. Orders for Maintenance may not be cancelled once placed with AT&T's Maintenance vendor.

### 7. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

### A DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional costs, including labor costs. AT&T shall not be liable for such a delay. Such a delay may impact future schedules.

### 9. REMOTE ACCESS TO EQUIPMENT

Customer must provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (I) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

### 10. EQUIPMENT STORAGE

AT&T or its subcontractors may store at no charge to AT&T, a reasonable amount of AT&T's or subcontractor's equipment, materials, tools and other items necessary for the performance of Services in a secure location ("Storage Location") provided by Customer on the premises where the Services are being performed. Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

### 11. SERVICES VENDOR

If an AT&T vendor necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rate refund of any amounts prepaid for such terminated Services.

CPE UA Pricing Schedule - STANDARD V. 5/15/13 AT&T and Customer Confidential Information

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### Sub-Rider D2 - AT&T-Provided Maintenance Services

### 1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location	URL
AT&T Maintenance Solutions ("AMS")	AT&T Business Service Guide Website	http://serviceguidenew.att.com
AT&T Voice Maintenance Solutions ("AVMS")	SG Library	

AT&T provides Maintenance Services for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

### 2. CERTIFICATION AND REVIEWS

- (a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for of equipment, Customer must provide a manufacturer's certification that Supported Equipment is in working order and eligible to be included in a maintenance plan.
- (b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.
- (c) Neither Customer nor any party other than AT&T or its designated agents may after, repair, or maintain any Supported Equipment.

#### 3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Service is set forth in the applicable Order. Unless either Party terminates by written notice on company letterhead with a handwritten signature at least ten (10) business days prior to expiration of the then-current Maintenance Term, the Maintenance Term automatically renews (i) for Voice Supported Equipment, for an additional one (1) year, and (ii) for Data/Video Supported Equipment, the same length as the expiring Maintenance Term. The level and price of Service shall be the same as the then-current Maintenance Term unless AT&T provides thirty (30) days written notice prior to the expiration of the then-current Maintenance Term.

#### 4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time It is changed, upgraded or added.

### REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates.
- (b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Equipment from Maintenance Services and provide a pro-rata refund.
- (c) AT&T will provide an RMA number for a defective part or equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be involced for the corresponding Replacement Product. Defective Items are the property of AT&T.

### 6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

- (a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from defects in or normal wear and tear to Supported Equipment ("Covered Maintenance").
- (b) Covered Maintenance does not include hardwere defects or software failures resulting from mishandling, abuse, misuse, improper storage, improper Installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible) or resulting from fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, act of God, or any other cause whatsoever not attributable to AT&T, including: accident, theft, unexplained loss, flood, wind, war, terrorism or virus; Customer-caused programming errors in software or applications; Customer-performed system configurations; Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; Customer's failure to follow manufacturer/ilcensor recommendations; or repair, relocation, damage or attention of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted. Diagnostic and repair work in response to such compromises is not included in Covered Maintenance.
- (c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

### 7. AT&T-PROVIDED MAINTENANCE SERVICES - MONTHLY PAYMENT OPTION

If Customer elects the monthly payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such monthly payments must be paid to AT&T Capital Services, Inc. ("AT&T Capital") in US dollars to the address specified in the invoice. If Customer falls to pay any amount when due, enters (voluntarity or involuntarity) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

CPE UA Pricing Schedule - STANDARD
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AT&T and Customer Confidential Information

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### Sub-Rider D3 - AT&T Warranty Services for Avaya (Heritage Nortel) Solutions

### 1. SERVICES: SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Maintenance Solutions ("AMS")	AT&T Business Service Guide Website	http://servicequidenew.att.com
AT&T Voice Maintenance Solutions ("AVMS")	<ul> <li>SG Library</li> </ul>	

- (a) AT&T Warranty Services apply to Heritage Nortel Purchased Equipment and certain non-Avaya Purchased Equipment ("Purchased Nortel Solution Equipment") used in Avaya (Heritage Nortel) voice solutions purchased from and installed by AT&T. Purchased Nortel Solution Equipment covered by Warranty Services is specified in an SOW or the Service Guide. Basic Warranty Service is provided without charge. AT&T may invoice in full for warranty upgrades in advance of the Warranty Period.
- (b) The standard "Warranty Period" is defined in the Avaya Global Product Warranty Policy for End Users. The Warranty Period will not restart or increase due to or as a result of any repair, replacement or move of or addition or change to any Purchased Nortel Solution Equipment.
- (c) During the Warranty Period if the Purchased Nortel Solution Equipment other than Software ("Warranted Nortel Hardware") does not conform to the Avaya product warranty as set forth in Rider E, Section 2, Customer shall notify AT&T of such nonconformance. AT&T shall at AT&T's sole option repair or replace any non-conforming Warranted Nortel Hardware.
- (d) During the specified Warranty Period, if any item of Software that is properly installed and operating on the Purchased Nortel Solution Equipment for which it is originally itemsed ("Warranted Nortel Software") does not conform to the Avaya Software warranty as set forth in Rider E, Section 2 or the media on which the Software is provided ("Warranted Software Media") is defective in materials or workmanship under normal use, Customer shall notify AT&T of such nonconformance. AT&T shall at AT&T's sole option (I) provide a suitable fix, patch, or workaround any non-conforming Warranted Nortel Software; or (ii) will replace at no charge any non-conforming Warranted Software Media If it is returned to AT&T during the Warranty Period along with proof of date of shipment.
- (e) If AT&T determines that any remedy set forth in Section 1(c) or 1(d) is not reasonably available, then AT&T may at its sole option (i) in the case of defective Warranted Nortel Software, refund the price paid by Customer, or (ii) in the case of defective Warranted Nortel Software, refund the one-time fee paid, as depreciated using Customer's federal income tax depreciation schedule.

### 2. REPLACEMENT PRODUCTS; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Warranty Period is contingent on the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates. If an item of Purchased Nortel Solution Equipment is placed at end-of-life status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to provide Replacement Products for an item of Purchased Nortel Solution Equipment.
- (b) AT&T will provide an RMA number for a defective Warranted Nortel Hardware ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be involced for the corresponding Replacement Product. Defective Items are the property of AT&T. If the returned Warranted Nortel Hardware is found not to be defective, Customer will be charged for the Replacement Products at Customer's current price.

### 3. EXCLUSIONS FOR AT&T-WARRANTY SERVICES.

- (a) AT&T will perform Warranty Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from defects in or normal wear and tear to Supported Equipment ("Covered Work").
- (b) Covered Work does not include hardware defects or software failures resulting from mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible) or resulting from fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, act of God, or any other cause whatsoever not attributable to AT&T, including: accident, theft, unexplained loss, flood, wind, war, terrorism or virus; Customer-caused programming errors in software or applications; Customer-performed system configurations; Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; Customer's failure to follow manufacturer/ficensor recommendations; or repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted. Diagnostic and repair work in response to such compromises is not included in Covered Work.
- (c) Diagnostic and repair work AT&T performs outside of Covered Work is involced at AT&T's prevailing rates for time and materials.

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### Sub-Rider D7 - Statement of Work

### Sub-Rider D7 Statement of Work AT&T Equipment Resale and Related Services Pricing Schedule

Ship To Address: 2701 S. Harlem Ave, Berwym, IL 60402
Installation Site Address: 2701 S. Harlem Ave, Berwym, IL 60402
Date of Submission: 8/15/2013
Leasing: ☐ AT&T Capital Services ☐ Other: Not Applicable ☐ No
Requested Delivery Date: Requested Installation/Cutover Date:
Purchase Order Number:
PURCHASE PRICE
1. Total Price of Equipment\$87,683.27
2. Estimated Shipping \$587.62
3. Total Charge for Installation/Cutover\$87,887.28
4. Total Purchase Price\$176,138.17
*Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.
NOTE: A site survey is required if the installation site is a school, place of worship, warehouse, factory, residence, municipality, ca dealership, or trailer; if any of the following exist: multi-floor installation, existing 1A2 key equipment, separate buildings that need to be cabled, installation of new cabling, a building over thirty (30) years old, special paging requests, installation of new cables, or a data installation with structured cabling. Failure to perform a Site Survey may result in additional charges to Customer.
EQUIPMENT RETURNS: Prior to installation, equipment can be returned to AT&T for a period of sixty (60) days after shipment provided it is in its original condition and repackaged in the original cartons. A Return Material Authorization (RMA) must be obtained from AT&T prior to return. The RMA number must appear on each carton. Customer assumes risk of loss in transit. AT&T will bill a 20% restocking fee for such returns.
STANDARD PAYMENT TERMS  Delivery: 100% of Equipment & Freight  Acceptance: 100% of Services  Approved non-standard payment terms:
SELECTION OF EQUIPMENT SERVICE PLAN;
AT&T Voice Maintenance Solutions: Essential Plus Dedicated Custom
Support Levels: Technical Support (24x7) with Advanced Hardware Perts Replacement (24x7x4)    ☐ 8x5   ☐ 8x5   ☐ 8x5
Initial Term: 1 Years From: To: Annual Price: \$19,297.32  Service Plan Payment Terms (default is annual):Prepay ZAnnualSemi-AnnualQuarterlyMonthly Financing: Not Applicable
Remittance for invoices rendered by AT&T Global Services for Service Pans should be to AT&T Global Services.
TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T Voice Maintenance Service Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees thirty (30) days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.
CPE UA Pricing Schedule – STANDARD AT&T and Customer Confidential Information Page 8 of 11 PRID:

### Sub-Rider D7 - Statement of Work

### SELECTION OF SOFTWARE MAINTENANCE AND PASS PLUS SUBSCRIPTION PLAN:

Contact Center Software Maintenance Services: 24x7
ACCEPT - Customer Initials: DECLINE - Customer Initials: Initial Term: () Years From: To: Annual Price: \$0.00  S/W Plan Payment Terms (default is annual): Prepay Annual Semi-Annual Quarterly Monthly  Financing: Not Applicable
Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.
PASS Plus Software Release Subscription Service: (see equipment list for details)
ACCEPT - Customer Initials: DECLINE - Customer Initials: Initial Term: () Years From: To: Annual Price: \$0.00  S/W Subscription Payment Terms (default is annual):PrepayAnnual
SELECTION OF EQUIPMENT SERVICE PLAN:
Manufacturer-Provided Maintenance Services; OEM: Name of Service: Coverage Level:
ACCEPT - Customer Initials: DECLINE - Customer Initials: Initial Term: O Years From: To: Annual Price: \$tt.00  Service Plan Payment Terms (default is annual): PrepayAnnualFinancing: Not Applicable  TERMINATION ADJUSTMENTS: If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.
Please see the following exhibits:  Exhibit 1: Scope of Work Addendum  Exhibit 2: Customer Network Readiness Acknowledgement (Signature Required)  Exhibit 3: Consulting Services Acknowledgement (Signature Required)
Exhibit 4: 911 Emergency Service Acknowledgement (Signature Required)

AT&T and Customer Confidential Information

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### Rider E - Additional Avaya Terms

### Avaya Software License and Warranty

- (a) Avaya Software is subject to (1) the Avaya Global Software License Terms ("Avaya Software License Terms") for heritage Avaya Purchased Equipment or (2) the Avaya Software License Terms for Heritage Nortel Networks Products ("Heritage Nortel Software License Terms"), provided at <a href="http://support.avaya.com/LicenseInfo">http://support.avaya.com/LicenseInfo</a>. Both the Avaya Software License Terms and Heritage Nortel Software License Terms are separate agreements between Customer and Avaya. Customer shall assent to and comply with the Avaya Software License Terms or the Heritage Nortel Software License Terms as applicable.
- (b) For Avaya Purchased Equipment, Including both heritage Avaya and Heritage Nortel products, Avaya's warranty ("Avaya Global Product Warranty Policy for End Users") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with Avaya's product warranty provided at <a href="http://support.avaya.com/LicenseInfo">http://support.avaya.com/LicenseInfo</a>.

CPE UA Pricing Schedule - STANDARD V. 5/15/13

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8/22/2013

### City of Berwyn

### Village Hall/Police Depart CS1K Upgrade/AA Mess & CoLab Pk Unit List Total List

			Unit List	Total List
Equipment Code	Description	QTY	Price	Price
Main Equipment Section				
NTHU60DB	CS1000E 0L/0T HA MG 1010	1	19,608.00	19,608.00
273592	CollabPack SAP quote num spec	1	0.00	0.00
NTBK65AAE5	MG1000 Chassis and Cabinet T1	4	307.88	1,231,52
NTBK80BAE5	Ground Bar Assy Opt11	i	79.12	79,12
NTC312AAE6	MG1010 Power Supply	2	882.36	1,784.72
NTC325BAEB	CP Adapter Kit	2	51.60	103.20
NTDU0808E6	Cable Ethernet RJ45 M-M 25cm	4	94.60	378.40
		2		
NTDW12AAE5	UDT Clock Controller D/B	4	1,341.60	2,683.20
NTDW79ABE5	UDT E1/T1 Pack		4,293.12	17,172.48
NTE968TS	Convert 1 H323 to 1 SIP	60	0.00	0.00
NTE980JA	SIP Access Port License	15	147.92	2,218.80
NTE980PA	All Sys 1-PERS Call Asst Lic	50	22.36	1,118.00
NTHU62AG	CPDC SS (Chassis/Cabinet) R7.6	2	4,334.40	8,668.80
NTM427BEE6	CPDC Sig Srvr SW (4GB USB) 7.6	2	0.00	0.00
NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	4	43.00	172.00
NTE900PY	CS1000M SG/MG to CS1000E HA	1	12,900.00	12,900.00
NTE947LL	SW Upg R7.6 (up to 1199 users)	304	49.88	15,163.52
NTE95006	SW Pkg 57-BARS-BASIC Alternate	1	0.00	0.00
NTM441CF	CF SW Kit CPPM Dual Proc R7.6	†	0.00	0.00
185446	AVAYA COMMUNICATIONS SOLUTION	1	0.00	0.00
271453	MIDSIZE ENTERPRSE SOLUTION MODEL UPG	i	0.00	0.00
260101	ONE-X MBL SIP IOS R1/R5 NEW LIC	25	58.00	1,450.00
263762	DL360G7 SRVR MIDSIZE ENTPRS/COL	1	22,000.00	22,000.00
266631	R6 MIDSIZE ENT SOL MIG TRACKING	1	0.00	0.00
266632	AV FLARE STDALN IPAD R1 CMRB LIC	25	100.00	2,500.00
		90		
269363	FOUNDATION SUITE RESM SIPCONN LIC/E	90 17	0.00	0.00
272544	MOBILE R6 ASBCE R6.2+ STD 1-500 /E		0.00	0.00
272549	MOBILE R6 ASBCE R6.2+ ADV 1-500 /E	17	0.00	0.00 }
272559	MOBILE R6 1X MBL SIP IOS R5 /E	50	0.00	0.00
272560	MOBILE R6 AES UNIFED DESKTOP R6 /E	50	0.00	0.00
272562	MOBILE RB EC500 SM R9 /E	<b>60</b>	0.00	0.00
272563	MOBILE R6 ONE-X CES R8 /E	50	0.00	0.00
272564	MOBILE R6 MSG SEAT MAINSTREAM R6 /E	50	0.00	0.00
272565	MOBILE R6 ONE-XC VIDEO R6 /E	50	0.00	0.00
272568	MOBILE R6 MGMT SITE ADMIN R6 /E	1	0.00	0.00
272570	MOBILE R6 SYSTEM MANAGER R6 /E	1	0.00	0.00
272671	MOBILE R6 SESS MGR SIP CONN R6 /E	50	0.00	0.00
272572	MOBILE R6 PRESENCE SERVICES R6 /E	50	0.00	0.00
272573	MOBILE R6 PS SFTW DWNLD R6 /E	1	0.00	0.00
272574	MOBILE R6 CMM R6 /E	50	0.00	0.00
272579	MOBILE R6 FLARE EXP IPAD R1 /E	50	0.00	0.00
272580	MOBILE R6 FLARE EXP WIN R1CM6/E	50	0.00	0.00
272581	MOBILE RB 1XC MAC OS R1 /E	50	0.00	0.00
272582	MOBILE R6 ONE-X COMM R6 /E	50	0.00	0.00
272773	MOBILE R6 ACE BASE LINUX R6 /E	1	0.00	0.00
272774	MOBILE R6 CA DCE ENBL R6 /E	50	0.00	0.00
272776	MOBILE R8 CA OFFCE LYNC R6 /E	50	0,00	0.00
2.0,,0	Manife the Atlanta to the state of the state	-	0.00	5.00

### AT&T GLOBAL SERVICES Schedule of Charges

272780	MOBILE R6 ACE API R6 /E	50	0.00	0.00
272781	MOBILE R6 ACE NAMED ROYALTY TRACKING	50	0.00	0.00
273122	SAL STDALN GATEWAY LIC R2 DWNLD	1	0.00	0.00
302474	AVAYA AURATM MOBILE RB ASIPP LIC	50	125.00	6,250.00
405362641	PWR CORD USA	2	23.00	46.00
700500751	ADMIN TOOLS R6.0 CD	1	50.00	50.00
700506690	AVAYA AURA MIDSIZE ENT SOL 6.2.2 DVD	1	50.00	50.00
272731	APS NTWK READINESS ASSESSMENT-VENDOR PRV	1	0.00	0.00
405362641	PWR CORD USA	1	23.00	23.00
700460660	10 CHANNEL DSP DAUGHTERBOARD	1	500.00	500.00
700476393	G430 MEDIA GATEWAY NON-GSA	1	1,500.00	1,500.00
700505971	AVAYA AURATM SYS PLATFORM 6.3.0 CD	1	50.00	50.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1	0.00	0.00
405362641	PWR CORD USA	1	23.00	23,00

### AT&T GLOBAL SERVICES Schedule of Charges

700476393 700505971 184048 244823 244936 259726 264180 270893 272731 273122 405362641 212365 263766 SIG-PREREG-STC	G430 MEDIA GATEWAY NON-GSA AVAYA AURATM SYS PLATFORM 8.3.0 CD MM MODEL MSG R6.X AV STORE SEAT TRACKING MSG R6.X APPLICATION PLUS STORAGE MSG R6.X NEW SYSTEM TRACKING DL360G7 SRVR AA MSG STD STRG MSG R6.X MAINSTREAM ASIPP NC CP LIC APS NTWK READINESS ASSESSMENT-VENDOR PRV SAL STDALN GATEWAY LIC R2 DWNLD PWR CORD USA ADDITIONAL PRODUCTS CATALOG MODEL R610 SERVER AIM LINUX BUNDLE Pre-Registration (Qty 1 required per site)	1 1 310 1 2 260 1 1 2 1 2	1,500.00 50.00 0.00 0.00 0.00 8,800.00 32.00 0.00 23.00 0.00 23.00 0.00 8,500.00 225.00	1,500.00 50.00 0.00 0.00 0.00 17,600.00 8,320.00 0.00 0.00 46.00 0.00 450.00
	Total Equipment Before Discount Less Discount Equipment Price Veramark eCAS Upg to v10.4 Estimated Shipping & Handling		\$ \$ \$ \$	154,169.78 68,786.49 85,383.27 2,300.00 567.82
	Total Equipment and Software Price	9	\$	88,250.89
Implementation Servi			_	
	Installation Services		\$	44,771.11
	Network Ready Assissment Avaya Professional Services		\$ \$	2,180.88 40,935.29
	Total Implementation Services Price	,	\$	87,867.28
ATA 2/A	Services Id Very Control Annual William Adv. Control			-
232253	nce <u>Services (1 Year Contract, Annual Billing, 24x7 Coverac</u> SA CM MODEL	<u>≀⊌≀</u> 1		
236002J	SA ESS C/D AURA R6 MOBILE 1YPP	5D		
238014	UPG ADV AURA R6 MOBILE 1YPP	50		
252203	UPG ADV ONE-X MBL R1/R5.X SIP IOS 1YPP	25		
252373	UPG ADV FLARE STDALN IPAD1 CM8 1YPP	25		
257840J	SA ESS C/D ONE-X MBL R1/R5 SIP IOS 1YPP	25		
258090J	SA ESS C/D FLARE STDALN IPAD1 CMB 1YPP	25		
232253	SA CM MODEL	1		
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM RB	1		
232258	SA MSGING MODEL	1		
238496J	SA ESS C/D AURA MSG 6 MAINSTREAM 1YPP	260		
238508	UPG ADV AURA MSG 8 MAINSTREAM 1YPP	260		
185679	COMPREHENSIVE SUPPORT MODEL	1		
216812	UTILITY MAINT MIDSIZE APPL SRVR D	1		
263766M  232282	R610 SERVER 1CPU MID1 AIM LINUX BNDL MTC SA MODEL	1		
232282 230138J	SA PARTS NBD C/D CM SM GTWY 1YPP	1		
230228J	SA PARTS NBD C/D MM MSS/MAS SRV 1YPP	2		
230438J	SA PARTS NBD C/D APPL LG SRV 1YPP	1		
230138J	SA PARTS NBD C/D CM SM GTWY 1YPP	i		
	AT&T Voice Maintenance Services Included Veramark eCAS v10.4 Maint.			
	AT&T/Avaya Maintenance Services (1 Year)		\$	20,972.33

### AT&T GLOBAL SERVICES Schedule of Charges

### (\$20,972.33 billed annually)

Solution Pricing Summary	-
Total Equipment and Software Price Total Implementation Services Price	\$ 88,250.89
Subtotal	\$ 87,887.28 <b>176,138.17</b>
AT&T/Avaya Maintenance Services (1 Year)	\$ 20,972.33
Total Solution Price Taxes, if applicable, to be involced on final bill. Quote valid until October 14, 2013	\$ 197,110.49

### AT&T GLOBAL SERVICES Schedule of Charges

The proposed equipment list has been engineered and compiled for use with or on the system with Serial

no.: 318808003

AT&T and Customer Confidential Information

### AT&T GLOBAL SERVICES Schedule of Charges

(g: CS 1000E

### AT&T

### Exhibit 1: Scope of Work Addendum

for

### City of Berwyn

### Customer Information (Billing):

City of Berwyn 2701 S. Harlem Ave Berwym, IL 60402

Company Billed Telephone Number (BTN): 708-795-2103

Contact Name: Jim Frank

Contact Phone Number: 708-795-2103

### Customer Information (Installation Site):

2701 S. Harlem Ave Berwym, IL 60402

Company Billed Telephone Number (BTN): 708-795-2103

Contact Name: Jim Frank

Contact Phone Number: 708-795-2103

### Project General Information:

Description/System Type: Village Hall/Police Depart Split Cores/AA Mess & CoLab Pkg: CS 1000E Cutover date not specified. Cut date will be approximately 6 weeks from PM team assignment.

Sales Channel Name: Mitch Gillham Sales Channel Phone: 678-893-5660

Sales Channel #2 Name: Sales Channel #2 Phone:

### Village Hall/Police Depart Split Cores/AA Mess & CoLab Pkg: CS 1000E

### General Description of Project

This Statement of Work ('EOW') between ATST Global Services and City of Barwyn provides information and terms and conditions regarding the implementation for the equipment contained in this proposal.

Proposal for AT&T to Migrate City of Berwyn CS 1000M SG (serial number: 318808003, Release 4.50) to CS 1000E Release 7.65 Split Cores.

CallPilot will be replaced with AA Messaging (see Avaya SOW attached in external Docs).

The Avaya Collaboration Package is provided. Avaya Professional Services will be providing the implementation, SOW is provided in External Documents.

Migrating this system to a CS1000E will effectively de-commission the existing system software and transfer the right-to-use software license to the new CS1000E. Once the order is processed, the existing system Site ID/Serial number will be marked as de-commissioned in Avaya's software history database. A new Site ID/Serial Number for the new CS1000E system will be provided by Avaya. Any licenses/ISM's not carried forward or converted are considered abandoned.

Scope of Work Addendum

Page 1 of 17

Customer understands that their existing SRGs on lower release than 6, will not be supported. It will be customers responsibility to verfiv any third party systems they have now interconnected with the CS 1000M MC Release 6, will be compatible with CS 1000E Release 7.6.

### Police Department CS 1000M SG (serial number: 81330803, Release 4.50) to CS 1000E

(2) New Media Gateway MG1010 Chassis with Dual Power HA Split Cores - one at the Police Department and one at the Village Hall

Proposal includes replacing 4 non-supported PRI with New PRIs. Reuse of all station cards as is with no changes to existing database other than TN address reassignment.

Proposal also assumes the reuse of the existing CSUs and no new CSUs have been included for the CS1000E site.

(2) CPDC Signaling Server to replace (2)1100ISP SS

Existing SG system has I IPE Module that will be turned off and all cards moved to Media Gateway 1010. Once cards have been moved and cutover to CS 1000E, existing CS 1000M SG can be turned off.

Proposal includes 75 SIP CON Licenses for REMOTE endpoints. It is understood that these SIP Con will be connected to Session/System Manager at the Avaya CM system. 60 are upgraded from H.323 and 15 New.

50 PCA Licenses are included to meet Colaboration Promo.

Proposal includes upgrading the existing 304 licenses to Succession 7.6 Premium. All existing peripherial ports will require re-programming for new TN address assignments.

CallPilot 201i to remain at release 4.04. This system will stay operational for a short period to allow mailbox users to retrieve stored messages.

This proposal does not include the LAN/WAN equipment or network infrastructure required to meet and support the VoIP application through the customer's network. It is City of Berwyn sole responsibility to insure that the LAN and WAN infrastructure will meet and support VoIP specifications that provide acceptable VoIP quality. To successfully implement a VoIP configuration, City of Berwyn data network must be able to support the demands of voice traffic concurrent with the data demands. Thus, a high performance network will need to be in place or established. Without the successful arrangement of a high performance network, the VoIP implementation may result in undesirable performance.

City of Berwyn is responsible for providing all IP addresses and LAN connections. This includes VLAN's, segmentation, QoS and Diffserv programming across all network components. If AT&T is not providing the data network required for the voice over IP application, AT&T is only responsible for the voice over IP path up to the point it leaves/enters the voice over IP gateway. City of Berwyn is fully responsible for the data network implementation between gateway connections. All voice over IP connections and paths must be CAT 5 cabling or higher.

A required Network Assessment Quote has been included but may be provided by City of Berwyn per Avaya SPECs at least six weeks before migration.

Proposal assumes the reuse of the existing SEB modem, maintenance terminal, printer, and sets. Assumes reuse of UPS power if existing today at these location and may require additional where equipment is being added..

Please note: M2000 series telephones were made end of life in December 2009. It is recommended that all M2000 series telephones be replaced with M3900 series telephones. Please note: The M2000 series telephones will function the same once the system is upgraded to Succession 7.6. The only exceptions are the M2009, M2112, and M2118 digital telephones which are not compatible with Succession 7.6 and must be replaced. If City of Berwyn has any of these unsupported telephones, these telephones will have to be replaced.

It assumme any required Rack Mount Space will be available or provided by City of Berwyn.

Project Management hours have been included for the AT&T Project Manager to coordinate and manage this project.

Project has been priced out for 1 phase. If additional phases are required, additional charges will apply.

No Sunday or Holiday overtime has been included in this proposal.

It is assumed wiring for stations will be in place and in working order. If not, additional charges may apply.

Avaya Collaboration Package for CS1000 is provided, this includes an Avaya CM Midsize Enterprise system with a DL360 server supporting Communication Manager, Session Manager, System Manager and Presence services. 50 Mobile Suite licenses are provided with 25 one-X Mobile SIP for iOS and 25 Flare for iPad licenses. One G430 gateway is provided.

Avaya Aura Messaging is provided supporting 260 users migrated from the Call Pilot and 50 users from the Collaboration Package.

Avaya Professional Services will provide the implementation.

Avaya Project Management: will act as Customer's key contact for project related activities. The Avaya Project Management resource will coordinate with Customer and Avaya personnel to plan, manage, and coordinate all Services under this Statement of Work.

Avaya Aura® Messaging: Avaya Aura® Messaging (Messaging) is Avaya's next generation solution for unified messaging that combines new and existing technology and expertise with industry standards to flexibly integrate within the Avaya Aura® architecture in Linux based server environments. Avaya Services include:

All Inclusive Bundle: Project management, planning and implementation of the Messaging software, installation of Messaging Servers and configuration of Messaging system parameters, integration to Avaya Aura® Communication Manager.

Avaya Flare VCP (Video Collaboration Pack): The Avaya Flare VCP (Video Collaboration Pack) will include implementation services of the following components:

10 Flare ADVD (Avaya Desktop Video Devices).

20 Avaya Aura® Enterprise Edition user licenses for use with ADVD, one-X Communicator 6 0, EC500, and one-X Mobile Lite.

1 Avaya Aura® Midsize Enterprise Server 6.1 (AAME).

1 Avaya Aura® Conferencing Server Standard Edition 6.0 (AAC-SE)

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20 AAC-SE port licenses and 20 AWC (Avaya Web Conferencing) licenses. Avaya Web Conferencing is available with AAC-SE Enterprise Expansion a-la-carte add-on services.

1 G430 Gateway.

### The AAME (Avaya Aura® Midaize Enterprise Server) 6.1: AAME will include the following applications:

SM (Avaya Aura® Session Manager) and SMGR (Avaya Aura® System Manager): SM is a SIP (Session Initiation Protocol) routing and Integration tool that integrates SIP entities, locations, and applications across Customer's enterprise network. SMGR is used to manage and administer SM endpoints, routing, and integration capabilities.

CM (Avaya Aura® Communication Manager): Communication Manager provides Customer with voice communications services, telephony and video features/functionality.

Avaya Presence Server: Presence Server will provide presence services to one-X and ADVD with Flare® endpoints.

This Scope of Work was developed in response to the City of Berwyn RFP. Any item not identified in this Scope of Work would be billable and completed on a Job Change Notice.

Customer must supply unhindered access to all buildings and rooms during the cutover.

Assumes that all 911 call routing does not change.

An AT&T Trainer has not been included in this proposal.

The IP telephones working with the SRG50's will now be IP endpoints off of the CS1000E. Proposal includes labor to point the existing IP endpoints to the new node.

Proposal includes labor to decommission and remove the 6 SRG50's and any trunking on each SRG50.

Customer must supply marked blue prints with station locations

The customer is currently using paging adapters at the SRG50/remote sites. Proposal assumes the customer will continue that functionality using the customer's data routers.

The customer currently has a Motorola 911 system in place which is connected via T1 to the existing CS1000M SG. It is assumed the Motorola 911 system will continue to interface with the CS1000E using a T1 (on one of the new UDT cards). Pricing for the cutover is for Overtime, it does not include any Holidays or Sundays.

Cutover for the CS1000 will be in 1 phase. The new Avaya Components will be cutover after the initial install.

Conduct a project kickoff meeting to review project objectives, scope and confirm Customer requirements.

Coordinate equipment delivery and inventory management for Avaya hardware and software.

Determine project resource requirements and coordinate scheduling of resources.

### 3.1.2 Messaging (Avaya Aura™ Messaging)

### Avaya will:

Consult with Customer to define messaging requirements and system configuration.

Review and design system parameters, feature sets and COS (Class of Service) options

Review Customer's technical environment

Verify that implementation prerequisites have been met

Consult with each Customer end-user coordinator and collect data in support of mailbox programming

Review Messaging applications to confirm compatibility with Customer's environment

### 3.1.3 AAC SE (Aveya Aura™ Conferencing)

### Avaya will:

Work with Customer's single point of contact ("SPOC") to assist with gathering pre-implementation survey information prior to the start of the project.

Conduct a pre-implementation design conference call to

Scope of Work Addendum

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Review Customer's technical environment and confirm its compatibility with the associated application. Verify that all other implementation prerequisites have been met.

Work with Customer's SPOC to complete all information needed for the AAC Intelligent Workbook and SAL registration.

### 3.1.4 Mideize Enterprise Server and SIP Endpoints

### Avaya will:

Conduct a pre-implementation design conference call with Customer's SPOC to complete all information needed for the AAME Intelligent Workbook and SAL registration.

Review Customer's technical environment and confirm its compatibility with the associated solution.

Verify that all other implementation prerequisites have been met.

Review Customer's routing and dial plan requirements.

Planning and design of VCP station/ SIP video environment into Customer's network.

Review Customer's network topology diagrams and enterprise architecture.

Develop AAME SM architecture, which may include:

SIP entities.

Entity links.

Locations.

High level routing policies, which will include:

Dial patterns.

Utilization of existing adaptations.

Administer SIP Video configuration in AAME SM for ADVD/AVCS for end users.

Work with the Customer to complete the AAME SM planning forms.

Develop AAME CM architecture, which may include:

SIP trunk and Signaling Groups to Session Manager.

Basic 4-7 digit dial plan.

Media Gateway configuration.

Codec selection.

### 3.1.5 Video Consulting & Best Practices Review - Video Network Readiness Consulting

### Avaya will:

Conduct Customer requirements gathering session and site review of current data infrastructure.

Assess the agreed to single site for best practice design and configuration to support the video application while not negatively impacting the data traffic.

Support the Customer in implementing agreed to LAN/WAN changes if needed. Avaya will be available to Customer staff to review and respond to updated configurations.

Agree upon a test plan to accurately validate the Customer data infrastructure in supporting the video traffic

### 3.2 Installation Stage

Avaya will perform the following activities during the Installation Stage of the project.

### 3.2.1 Project Management

Avaya will:

Confirm site readiness.

Confirm installation pre-requisites are complete.

Confirm resource availability.

Provide oversight of Avaya hardware installation and facilitate any issue resolution.

### 3.2.2 Messaging (Avaya Aura™ Messaging)

### Avaya will:

Install Messaging Application Server and Storage Server servers:

Unpack, inspect and inventory hardware.

Install hardware and connect to Avaya Aura® Communication Manager.

Install software and firmware updates, if applicable.

Enable and configure SAL (Secure Access Link) embedded agent.

### 3.2.3 AAC SE (Avaya Aura™ Conferencing)

### Avaya will:

Unpack, inspect and inventory hardware.

Install hardware and configure basic IP settings.

Apply applicable patches and firmware updates to AAC-SE.

Configure embedded SAL (Secure Access Link) gateway.

### 3.2.4 Mideize Enterprise Server, SIP Video Endpoints, and G430

### Avaya will:

Unpack, inspect and inventory hardware.

Install hardware and configure basic IP settings.

Connect all cabling required to make physical connection between SIP video endpoints and Midsize Enterprise Server.

Observe units upon power-up and verify successful completion of self-test diagnostics.

Make physical connection to Customer's LAN (Local Area Network), if applicable.

Install and enable the embedded SAL (Secure Access Link) Agent.

Connect the G430 to Midsize Enterprise Server (CM application).

Apply applicable patches and firmware updates to AAME, G430, and Video endpoints.

### 3.3 Implementation / Configuration Stage

Avaya will perform the following activities during the implementation/Configuration Stage of the project

### 3.3.1 Project Management

### Avaya wiii:

Confirm configuration and programming pre-requisites are complete.

Provide oversight of Avaya software installation and facilitate any issue resolution

### 3.3.2 Messaging (Avaya Aura™ Messaging)

Avaya will:

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Configure Messaging Application Server(s) to integrate with Avaya Aura® Communication Manager.

Implement Customer defined system parameters, feature sets and COS (Class of Service) options.

Configure Avaya Aura® Communication Manager to Integrate with Messaging.

Create 260 mailboxes.

Design and create up to 2 customized Caller Applications using the capabilities of Messaging system,

Configure IMAP4 access to voice messages.

Integrate Messaging with Customer provided fex server.

### 3.3.3 AAC SE (Avaya Aura™ Conferencing)

### Avaya will:

Perform translations for telephony system network.

Configure 20 ports.

Activate software options.

Review activated features with Customer.

Integrate AAC SE to the Avaya Midsize Enterprise Server.

Update and patch AAC-SE software to the latest release.

Configure and verify application settings on AAC-SE and load appropriate licenses.

Confirm ADVD CRS (Client Reservation Server) links for bridge spotlight rooms.

Confirm audio and video ad-hoc bridging functionality.

### 3.3.4 Midsize Enterprise Server

### Avaya will:

Load the application platform.

Load template installation.

Apply software/firmware upgrades or patches.

Validate and enable SAL (Secure Access Link) remote access.

Implement SAL product ID's.

Configure the SMGR (System Manager) software.

Configure Session Manager for applicable voice and video service and SIP entity routing

Load license and authentication files.

Complete and load the Customer-provided system data for AAME applications

Load default system parameters to include:

Basic dial plan and station configuration.

Default COR (Class of Restriction) and COS (Class of Service)

Configure default Internet Protocol trunking.

Administer 20 ADVD (Audio/Video) and one-X Video SIP (Override Mode) users into the SMGR server.

Configure SM application to:

Connect 1 local telephony system (CM or CS1000/CS2100) via SIP or H 323 trunk to the embedded Session Manager Enable basic call routing within the Midsize Enterprise Server to allow a SIP endpoint to call extensions on Customer telephony system including calls to the PSTN (Public Switched Telephone Network) via the Customer's telephony system local trunks.

### 3.4 Testing Stage

Avaya will perform the following activities during the Testing Stage of the project

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### 3.4.1 Project Management

Avaya will:

Coordinate and provide oversight of Avaya test activities and facilitate any issue resolution.

### 3.4.2 Messaging (Avaya Aura™ Messaging)

Avaya will:

Test integration of Messaging server(s) with Avaya Aura® Communication Manager.

Test Messaging features and functions.

Test IMAP4 access.

Test fax integration.

### 3.4.3 AAC SE (Avaya Aura™ Conferencing)

Avaya will:

Test stand-alone Video conferencing functionality.

### 3.4.4 Midsize Enterprise Server, SIP Video Endpoints, and G430

Avaya will:

Test 1 ADVD/AVCS device for supported features as defined by the Avaya Video Collaboration Pack UAT plan, including audio and video calling, multi-point conferencing, and IM.

Provide remote and on-site resources for UAT execution.

### 3.5 Knowledge Transfer / Training Stage

Avaya will perform the following activities during the Knowledge Transfer/Training Stage of the project.

### 3.5.1 Project Management

Avaya will:

Coordinate delivery of knowledge transfer and training.

### 3.5.2 Messaging (Avays Aura™ Messaging)

Avaya will:

Conduct up to 4 consecutive hours of train the training for up to 5 Customer trainings on Messaging user features

### 3.5.3 AAC SE (Avaya Aura™ Conferencing)

### 3.6 Cutover / Implementation Support Stage

Avaya will perform the following activities during the Cutover/Implementation Support Stage of the project.

### 3.6.1 Project Management

Avaya will:

Confirm cutover readiness.

Coordinate implementation and cutover activities with Customer.

Facilitate development of cutover contingency plans.

Communicate cutover information to Avaya technical resources.

Coordinate and provide oversight of Avaya implementation activities and facilitate any issue resolution.

### 3.6.2 Messaging (Avaya Aura™ Messaging)

Avaya wili:

Activate new system in a single cutover.

Provide 4 hours for go-live support. This support will be available on consecutive hours/days during Avaya's standard work hours.

### 3.6.3 AAC SE (Avaya Aura™ Conferencing)

Avaya wiil:

Activate new system.

### 3.6.4 Midsize Enterprise Server, SIP Video Endpoints, and G430

Avaya will:

Activate new system.

Support Customer with cutover of VCP features and functionality.

Data Network: <indicate any data network information for this location>

Notes and Assumptions: <indicate any notes and assumptions for this location

### Project Design Summary

Proposed

System Type: CS 1000E

Software Release: Communication Server Release 7.6

City of Berwyn CS1K upgrade AA bisg Collab Pack II 22 13 (4)

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### Existing

Software Level: Select One

### Additions/Expansions to Existing Software Licenses/ISM Parameters

- O TDM Station Licenses (24 equipped, O spare, 24 total on system)
- O CLASS Station Licenses (O equipped, O spare)
- O ACD Agent Licenses (10 equipped, 0 spare, 10 total on system)
- 0 <manually enter description of optional license if applicable> (0 used, 0 spare)
- 0 IP 2050 Mobile Client
- O Local (DID, CO) Analog Trunks
- 0 RAN Trunks
- O Paging Trunks
- 4 DTI/PRI Circuits

Note 2: It is assumed TI/PRI network demarcs are co-located with the proposed equipment.

NO NARS

No ESN Programming Included

BARS (Basic Automatic Route Selection)

- 1 Sites
- O Element Manager for High Scalability Server
- O Secure Media Controller (SMC) 2450 Server
- 0 32-Port Media Cards
- 0 32-Port DSP Daughterboards
- O existing remote SIP sites will be configured by AT&T to be used with Session Manager.
- O existing remote SIP sites will need to be configured by the Customer or the Customer's vendor to be used with Session Manager. AT&T is unable to make changes to these sites since they are maintained by another vendor.

### System Manager

### Back-up Power

Customer may need to load database data.

### Avava Warranty Labor

Avaya does not provide warranty labor for new heritage Avaya products. While software and hardware warranties are in affect, if customers do not elect to purchase maintenance coverage at the point of sale will only be covered by the factory warranty, which does not include any on-site support or advance delivery of replacement parts. Also, warranty coverage does not include 24x7 monitoring and alarm resolution provided by diagnostic tools.

Attendant Console Consoles
No Attendant Console Training
No PC Attendant Console Training
AT&T will not provide a Trainer fox post cutover coverage.
Training has not been included as part of this proposal.

Additional Training Notes:

### Installation and Testing

AT&T will coordinate/provide installation, testing, and documentation of the proposed system.

Equipment room requirements and drawing will be provided. AT&T will provide all network services. (MDF documentation provided by customer.)

Additional Network Information:

Customer will be required to interface with their network vendor(s) in the case where the network is not AT&T provided.

If delays are encountered due to the network vendor(s), charge at a Time and Material rates may apply.

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Perform system burn-in, testing, and verify system functionality per manufacturer specifications.

Designate, place, and test all equipment per the equipment list. Cabling Information

AT&T Providing Turnkey Cable Records from separate and additional AT&T Cable Bid. Should AT&T not be awarded the cabling bid. The customer has the responsibility for all station cabling and associated records. AT&T's responsibilities shall be limited to cross connecting station wiring to the MDF in the main equipment room where the Avaya equipment cabinets are installed. The customer shall be responsible for all station wiring and connectivity beyond the MDF, including all intermediate cross-connections. Pair 1 (blue/white), of CAT 3 or equivalent, of each horizontal station cable for each telecom outlet shall be terminated on the center pins of a 6-position outlet. The customer shall provide AT&T with classly marked floor plans for all locations to be equipped with station devices which shall include a unique telecom outlet (TO) number and a common symbol for each voice jack. The customer shall provide accurate cable records in an agreed upon electronic format that shall identify the corresponding MDF cable and pair number and station device for each TO.

The customer shall provide ATAT with clearly marked floor plans for all locations to be equipped with station devices which shall include a unique telecom putlet (TO) number and a common symbol for each voice jack. The customer shall provide accurate cable records in an agreed upon electronic format that shall identify the corresponding MDF cable and pair number and station device for each TO.

Where necessary and mutually agreed upon, AT&T will provide assistance for the tone and tag, or problem resolution, of the customer's station wiring on a time and material basis.

### Cabling Disclaimer

Subcontractor/3rd Party Vendor Note (if applicable): Vendor shall not commence, nor shall AT&T be obligated to pay for, any work outside the work specified in this Statement of Work unless such work has been approved by an authorized AT&T representative in advance, as evidenced by a written Job Change Order (JCO) signed by both parties.

Installation and Testing have not been included on this project.

Additional Installation and Testing Notes:

### System Environmental Information

This telecommunications system is processor based and considered sensitive electronic equipment. The environment provided for the system equipment can have a significant effect on both the effective operation and durability of the equipment.

The equipment room readiness requirements and date will be discussed at the first implementation dates meeting. Failure to meet the equipment room readiness date will result in a delayed cutover and possible additional charges.

We recommend our customers provide an environment offering system equipment conditions as follows:

Dedicated electrical facilities that offer system components a single point of ground (SPG)
reference.

environment 24 hours a day, seven days a week.

ATET Global Services Power Quality Team

Avaya CS1000 Power & Environmental Specifications Input Voltage

Ar: 100 to 240 V, 50 to 60 Hz t: -42 to -54 V

Temperature and Humidity

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```
CS 1000E Call Server with Drive Carrier
Ambient Temperature, long and short term - 50 to 70 degrees C, -58 to +158 degrees F
Relative Humidity Without Condensation - 0 to 95
Disk Drives (drive carrier as a spare)
Ambient Temperature, long term - 20 to 60 degrees C, -4 to +140 degrees F
Relative Humidity Without Condensation, long term - 10 to 90
Ambient Temperature, short term ~ 40 to 60 degrees C, -40 to +140 degrees F
Relative Humidity Without Condensation, short term - 5 to 95
Temperature changes must be less than 30 degrees C (54 degrees F) per hour for long- and short-term
storage and during transportation.
Ambient Temperature, long term - 10 to 53 degrees C, 50 to 158 degrees F
Relative Numidity Without Condensation, long term - 20 to 80s
Ambient Temperature, short term - 40 to 60 degrees C, -40 to +140 degrees F
Relative Humidity Without Condensation, short term - 10- to 90
Media Gateways
Audbient Temperature, long and short term - 50 to 70 degrees C, -58 to +158 degrees F
Relative Humidity Without Condensation - 5' to 95:
Temperature changes must be less than 30 degrees C (54 degrees F) per hour for long- and short-term
storage and during transportation.
Current, Power and Cooling for CS 1000E Components
Note: Maximum Voltage limit in North America: 90 and 132 V, single phase, 60 Hz
CP PII/PIV Call Server -
Current € 120/240 V AC (A): maximum 2.50/1.25, typical 1.00/0.50
Required UPS Power (W): maximum 300.00, typical 120.00
Thermal dissipation (BTU): maximum 1023.90, typical 409.56
Intel ISP 1000 Server (Signaling Server) -
Current @ 120/240 V AC (A): maximum 2.00/0.90, typical 0.50/0.25
Required UPS Power (W): maximum 200.00, typical 50.00
Thermal dissipation (BTU): maximum 662.50, typical 204.78
HP DL320 G4 Server (Signaling Server & Linux Server) -
Current @ 120/240 V AC (A): maximum 6.0/3.0, typical 4.0/2.0
Required UPS Power (W): maximum 580.00, typical 400.00
Thermal dissipation (BTU): maximum 1990, typical 1370
IBM x306m Server (Signaling Server & Linux Server) -
Current @ 120/240 V AC (A): maximum 5.5/2.8, typical 3.0/1.5
Required UPS Power (W): maximum 550.00, typical 350.00
Thermal dissipation (BTU): maximum 1024, typical 682
IBM x3350 Server (Signaling Server) -
Current @ 120/240 V AC (A): maximum 4.0/2.0, typical 2.0/1.0
Required UPS Power (W): maximum 400.00, typical 250.00
Thermal dissipation (BTU): maximum 1365, typical 853
Dell R300 Server (Signaling Server) -
Current 0 120/240 V AC (A): maximum 4.0/2.0, typical 2.0/1.0
Required UPS Power (W): maximum 400.00, typical 250.00
Thermal dissipation (BTU): maximum 1365, typical 853
Media Gateway (Chassis) -
Current @ 120/240 V AC (A): maximum 1.40/0.70, typical 1.17/0.58
Required UPS Power (W): maximum 300.00, typical 190.00
Thermal dissipation (BTU): maximum 1023.60, typical 648.30
Note: Maximum values for the Media Gateway assume worst case conditions.
```

```
It is difficult to specify a typical configuration. The typical values are intended as a rough guide
for quick estimations.
Media Gateway Expander (Chassis) ~
Current @ 120/240 V AC (A): maximum 1.15/0.58, typical 1.17/0.58
Required UPS Power (W): maximum 300.00, typical 145.00
Thermal dissipation (BTU): maximum 1023.60, typical 494.70
Note: Maximum values for the Media Gateway Expander assume worst case conditions.
It is difficult to specify a typical configuration. The typical values are intended as a rough guide
for quick estimations.
Media Gateway (Cabinet) (wall mounted) -
Required UPS Power (W): maximum 450.00
Thermal dissipation (BTU): maximum 1535
Note: Maximum values for the Media Gateway assume worst case conditions.
It is difficult to specify a typical configuration. The typical values are intended as a rough guide
for quick estimations.
MRV Terminal Server -
Current @ 120/240 V AC (A): maximum 1.60/0.60, typical 0.40/0.20
Required UPS Power (W): maximum 192.00, typical 48.00
Thermal dissipation (BTU): maximum 665.3, typical 163.83
BayStack 470 -
Current @ 120/240 V AC (A): maximum 1.50/0.75, typical 0.60/0.30
Required UPS Power (W): maximum 90.00, typical 72.00
Thermal dissipation (BTU): maximum 324.00, typical 245.74
BayStack 460 (Power over LAN not used) -
Current @ 120/240 V AC (A): maximum 4.70/2.40, typical 0.60/0.30
Required UPS Power (W): maximum 295.00, typical 72.00
Thermal dissipation (BTU): maximum 335.00, typical 245.74
BayStack 460 (Power over LAN for 24 IP phones)
Current @ 120/240 V AC (A): maximum 4.70/2.40, typical 1.20/0.60
Required OPS Power (W): maximum 364.12, typical 141.12
Thermal dissipation (BTU): maximum 335.00, typical 245.74
Note: The maximum AC input for the BayStack 460 includes maximum power of the Power over LAN.
The typical rating has been adjusted to reflect configuring for IP phones (60 mA at 48 V DC)
Power and Cooling Requirements for Media Gateway Packs
CP PM Call Server 6 Signaling Server -
                                             Thermal Dissipation: 30W/102 BTU
Power Consumption: 30W
                         UPS Power: 30%
Media Gateway Controller (MGC) Card -
Power Consumption: 7W UPS Power: 7W
                                           Thermal Dissipation: 74/24 BTU
MGC DSP Daughterboard (32 port) -
Power Consumption: 4W UPS Power: 4W
                                           Thermal Dissipation: 4W/14 BTU
MGC DSP Daughterboard (96 port) -
                        UPS Power: 4W
                                           Thermal Dissipation: 4W/14 BTU
Power Consumption: 4W
Small System Controller (SSC) Card -
                        UPS Power: 24W
                                             Thermal Dissipation: 24W/81.9 BTU
Power Consumption: 16W
100BaseT Daughterboard (Dual-Port) -
                                           Thermal Dissipation: 9W/30.7 BTU
Power Consumption: 6W
                        UPS Power: 9W
100BaseT Daughterboard (Single-Port)
Power Consumption: 4W
                        UPS Power: 6W
                                           Thermal Dissipation: 6W/20.5 BTU
Digital Line Card - Active off-hook: 100
Power Consumption: 26W
                        UPS Power: 39W
                                             Thermal Dissipation: 13W/44.4 BTU
Analog Message Waiting Line Card - Active off hook: 50
                                             Thermal Dissipation: 6.6W/22.5 BTU
Power Consumption: 26W
                         UPS Power: 39W
TMDI Card -
                                             Thermal Dissipation: 18W/61.4 BTU
                       UPS Power: 18W
Power Consumption: 12W
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1.5MByte DTI/PRI Card

Power Consumption: 10W UPS Power: 15W Thermal Dissipation: 15W/51.2 BTU Universal Trunk Card - Active off-hook: DID Enabled

Power Consumption: 20W UPS Power: 42W Thermal Dissipation: 42W/143.3 BTD

EAM Trunk Card -

Power Consumption: 29W UPS Power: 43.5W Thermal Dissipation: 43.5W/148.4 BTU

MC32S Media Card (32-Port) -

Power Consumption: 9W UPS Power: 9W Thermal Dissipation: 9W/31 BTU

Media Card (32-Port) -

Power Consumption: 18W UPS Power: 27W Thermal Dissipation: 27W/92.1 BTU

### Miscellaneous Room Requirements

Location selected to install equipment should not be subject to vibration.

Equipment should be located at least 12 feet away from sources of electrostatic, electromagnetic, or radio frequency interference (e.g. copy machines, electrical transformers).

### Rack Unit (U) Height Dimensions of CS 1000E Components:

CP PII/PIV Call Server: 30

Signaling Server (ISP1100, HP, & IBM): 10

Media Gateway: <5U
Media Gateway Expander: <5U
MRV Terminal Server: 1U
BayStack 460: <2U
BayStack 470: 10

Note: 10 = 4.4 cm (1.75 inches)

### ATET Global Services Power Quality Team

To assist our customers in engineering/implementing site conditions to comply with the system equipment warranty conditions, AT&T Global Services Power Quality engineers offer a letter presenting will assist in specification of environmental (including electrical) conditions specific to your PBX system. This letter assistance may be requested through your AT&T Global Services representative.

Please be aware the above conditions are representative of the system equipment manufacturers conditions of equipment warranty.

### Call Center Scripting (if applicable)

AT&T furnishes call processing scripts to Customer on an "AS-IS" basis, and without any express or implied warranties, indemnities, or covenants, including without those of title, non-infringement, merchantability, quiet enjoyment and fitness for a particular purpose. Customer's use the call processing scripts that AT&T develops for Customer is solely for Customer's internal business purposes provided Customer agrees to defend or settle any claim against AT&T and to pay all Damages that a court may award against AT&T and/or Customer, in any third party claim arising from or relating to the making and furnishing of such call processing scripts to Customer.

### RESTRICTED - PROPRIETARY INFORMATION

This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the named parties without the prior written consent of AT&T.

80 AGREED by the Parties' respective authorised signatories:

### Customer Name:

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ame:	wie wrenn
itle:	

Scope of Work Addendum

Date;		
ATET Global Services:		
By:		
Name:		
Title:		
Date:		

Customer Initial

### Exhibit 2: Customer Network Readiness Acknowledgement

Customers who purchase Voice over IP (VoIP) and/or IP Telephony products must ensure that the LAN /WAN configurations meet or exceed Customer Network Requirements (as detailed herein) throughout the Customer's network infrastructure. It is solely Customer's responsibility to ensure that the LAN/WAN infrastructure will meet VoIP specifications that provide acceptable VoIP quality. Network reconfiguration (and/or upgrades of the data network - including LAN/WAN hardware/software) to meet VoIP quality specifications are the responsibility of the Customer. FAILURE TO MEET SUCH SPECIFICATIONS MAY IMPACT VOIP CALL QUALITY, OR EVEN THE ABILITY TO COMPLETE VOIP CALLS, INCLUDING 911 CALLS.

To successfully implement VoIP, the Customer's network must be able to support the demands of voice traffic concurrently with the data demands. Thus, a network sufficient to meet the Customer Network Requirements specified below must be in-place prior to VoIP equipment implementation. Without such a high-performance network infrastructure, a VoIP product may result in undesirable performance and/or inconsistent performance. It should also be noted that future changes affecting the Customer's network such as increased traffic, added or modified applications, or new locations - may adversely impact network performance. Customer is solely responsible if such changes occur and any resulting Customer network impacts.

### Customer Network Requirements

Separate VLAN for Voice over IP traffic.

Dedicated Category 5 or better Cabling and Layer 2 switch port per IP device (station) Ethernet network 100MBs minimum, no Token Ring

Adequate bandwidth to support your voice and data traffic volume demands over the network. Each Voice over IP Call consumes approximately 80 Kbps of bandwidth using a G.711 CODEC. Additional CODEC options are available that lower the per call bandwidth requirements on a network.

Low Delay (Latency) to ensure a good quality voice conversation (\$ 125 milliseconds recommended).

Minimal Packet Loss (long term average <1% and sort term not to exceed 5% in any 10-second interval are recommended) to ensure parts of a conversation are not distorted or lost especially during bursty data traffic flows.

Low Jitter (recommend maximum not to exceed 4%) to ensure that the next IP packet can be played at the destination CODEC without requiring large jitter buffers.

Switched Layer 2 infrastructure (no Hubs)

Ensure Quality of Service (QoS) throughout the voice IP path by placing only voice in the highest priority queue so that voice receives the bandwidth and latency required for effective voice communications.

Prior to implementation, Customer can purchase from ATAT a VolP Network Readiness Assessment—a "snapshot" of the Customer's current network that helps ensure Customer's network is capable of providing the best possible integration of voice and data. If the Customer's network does not meet the minimum Customer Network Requirements listed above, additional charges may apply to assess and address Customer network issues, at the then current applicable ATAT rates.

By signing below, Customer acknowledges the LAN/WAN configurations meet or exceed Customer Network Requirements listed above.

Page 15 of 17

Customer Signature
Printed Name
Title
 Company
Data

### Exhibit 3: Consulting Services Acknowledgement

### AT&T Consulting Services for IP Telephony

AT6T considers Consulting Services critical to a successful deployment of any IP Telephony solution. Consulting Services provides a comprehensive evaluation of the Customer's existing voice and data network infrastructure and provides an evaluation of that network's configuration, performance and readiness for IP Telephony technologies.

Your AT&T Account Team can provide a proposal, costs, and deliverables of a Consulting Service engagement to assess your network's readiness to support Voice over IP.

Please indicate whether you wish to purchase this evaluation from AT&T:

I	understa	nd the	importa	nce of	a95ess	ing th	e capabi	lities of	пу	network	to	support	IP '	Telephony	before
اذ	mplementa	tion an	nd wish	to pur	chase C	onsult.	ing Serv	ices from	ATE	T to ass	ess	my netw	ork	. Your Ac	count
T	eam will	provide	е а зера	arate S	tatemen	t of W	ork that	defines	the	Consulti	ng	Services	en	gagement.	

\_\_\_\_\_ N

I do not wish to purchase Consulting Services from AT&T to assess my network at this time. I understand that AT&T can, therefore, not affirm that the solution will work effectively in my network environment, and I assume full responsibility for my network's performance. Additional consulting, and/or design engineering support may be provided at a later time at additional cost.

AT&T Consulting Services or a Customer provided assessment is designed to analyze the existing network infrastructure and provides an evaluation of the configuration, performance and readiness of transmitting voice over Internet Protocol transport networks. Any network reconfiguration and/or upgrades of the data network (including LAN/WAN hardware/software) required to meet the performance requirements are outside the scope of an AT&T Consulting Services engagement and are the responsibility of the Customer.

Please sign where indicated below to acknowledge receipt of this important information:

Customer Signa	ture
 Printed	Name
	Date

### Exhibit 4: 911 Emergency Service Acknowledgement

Please read this notice concerning compatibility of IP Phone Sets with your 911 service

Two general areas of concern exist regarding the implementation and operation of 911 Emergency Service in an IP Telephony environment. The first is powering of the phone set and the second is routing and information exchange for processing a 911 call with accuracy.

Scope of Work Addendum

Page 16 of 17

Many digital, ISDN and IP phone sets, including Avaya IP Phone sets, are inoperable during a commercial power outage if not supported by an Uninterrupted Power Supply (UPS) connected to either each local transformer/power block or to each LAN switch supplying "inline power" over LAN wiring. Ethernet switches, routers, Avaya Call Server and IP telephone gateways may also need to be protected by a UPS. THE FAILURE TO USE UPS PROTECTION MAY AFFECT USERS' ABILITY TO REACH 911. You are advised to use the in line power option for all Avaya Communication Server 1000 components, IP Phone sets, and PCs and to provide UPS service for all components along the voice traffic and call processing path in the network.

The placement of IP telephone gateways, a well-designed dialing plan, and backup Call Server support are critical for accurate Emergency 911 call processing. Where only basic 911 service is available (enhanced 911 (E-911) service is not available in all areas in the United States.), you may be required to have a local IP telephone gateway at each site as well as a dialing plan that uses the local gateway for 911 calls. OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR.

If E-911 service is available in your area, it offers the capability to provide to the 911 Operator the geographic location of the remote user. You must equip your VoIP gateway with an ISDN Primary Rate Interface (PRI) voice port, or a Foreign Exchange Office (FXO) port with an external Centralized Automatic Message Accounting (CAMA) translator box to utilize the E-911functionality. You also must maintain a location database that maps the calling party telephone number to the physical location of the calling party (i.e. building/floor/room). The E-911 system will use this database to direct emergency services to the appropriate location. The use of Avaya VoIP applications may require additional configurations and hardware to correctly implement E-911. OTHERWICE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR INCORRECT LOCATION INFORMATION MAY BE PROVIDED TO THE 911 OPERATOR.

You are solely responsible for determining whether you will equip your VoIF system with the foregoing functionality. If you do, the network and database, equipment and services required to provide this capability will be provided at an additional charge. You will be solely responsible for maintaining the location database and potentially other configuration parameters, which must be updated every time the physical location of an IP phone changes. You may be required by state law (for instance, in Illinois and Texas) to purchase equipment or maintain databases to provide user-specific location information. Meither ATST nor the equipment manufacturer can advise you as to what your legal obligations are in this respect. You should consult your attorney.

Our sales manager will be happy to answer questions you may have concerning the way your system works with 911 service and provide further information regarding that matter upon your request.

important information	tnis	OI	receipt	acknowledge	<b>C</b> O	perow	indicated	Where	sign	Please	
Customer Signature			_								
Printed Name			_								



Robert J. Lovero

### BERWYN POLICE DEPARTMENT

"Serving with Pride"



September 4, 2013

Mayor Robert J. Lovero Members of the Berwyn City Council 6700 W. 26<sup>th</sup> Street Berwyn, IL 60402

RE: REQUEST TO HIRE ONE (1) POLICE OFFICER

Dear Mayor Lovero:

The Berwyn Police Department is respectfully requesting approval to hire the next eligible candidate from the current Fire and Police Commission Eligibility list. The existing vacancy was created by the appointment of one police officer to the position of full-time School Resource Officer.

Thank you for your time and consideration of this request.

Respectfully,

James D. Ritz Chief of Police

JDR/md

### The City of Berwyn



### Robert P. Schiller Director of Public Works

### A Century of Progress with Pride

Date: September 10, 2013

To: Mayor Robert J. Lovero

Members of City Council

Re: Award the Depot area sewer cleaning and televising project.

The City of Berwyn opened bids for the above mentioned project on August 21, 2013. Two bidders submitted proposals for consideration. They were Visu-sewer and National Power Rodding. These bids were received and reviewed. The results were as list below:

Visu-Sewer televise 15,302 feet of sewers @ \$3.65 per foot - \$56,567.30

Heavy Cleaning @ \$275 per hour as needed Root Cutting @ \$375 per hour as needed

Debris Disposal @ \$65 per ton

National Power Rodding televise 15,302 feet of sewers @ \$1.71 per foot - \$26,166.42

Heavy Cleaning @ \$250 per hour as needed Root Cutting @ \$250 per hour as needed

Debris Disposal @ \$75 per ton

The low bidder is National Power Rodding with a base bid of \$26,166.42. This company has worked for the City of Berwyn in the past and has the equipment to complete the job in a timely manner. This work is funded by the Utility Fund. (500-44-5800-40)

Recommendation: Staff recommends award of the Depot area sewer cleaning and televising to National Power Rodding, for a base bid of \$26,166.42 plus disposal costs with additional.

Sincerely

Robert Schiller

Public Works Director







Denis O'Halloran Fire Chief do'halloran@ci.herwyn.il.us 6700 W. 26th Street • Berwyn, IL 60402-0701 708.788.2660 ext 3281 FAX 708.788.3039 • Emergency 9-1-1

Sam Molinaro
Assistant Fire Chief
smolinaro@ci.berwyn.il.us

September 10, 2013

To: Mayor Robert Lovero & Members of City Council

From: Fire Chief Denis O'Halloran

Re: Request permission to contact The Fire and Police Commission to hire a Probationary

Firefighter /Paramedic to replace the Firefighter/Paramedic that is on un-paid administrative

leave.

Honorable Mayor Lovero & Members of City Council:

I am requesting permission to contact the Fire and Police Commission to hire the next qualified candidate on the eligibility list for the vacancy in the Firefighter/Paramedic rank. A vacancy has been created by the approval of an un-paid leave of absence. The replacement position has been planned for in the 2013 budget.

Respectfully submitted,

Fire Chief Denis O'Halloran

### The City of Berwyn



### Nona N. Chapman 1st Ward Alderman

### A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone; (708) 749-6401 Fax: (708) 788-2675 www.herwyn-il.gov

September 3, 2013

Mayor Robert J. Lovero Members of the City Council City of Berwyn

SUBJECT: Payroll August 28, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the September 10, 2013 meeting.

Payroll: August 28, 2013 in the amount of \$1,029,927.36.

Respectfully Submitted,

Mona N. Chapman

Nona N. Chapman

**Budget Committee Chairman** 

### The City of Berwyn



### Nona N. Chapman 1st Ward Alderman

### A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675 www.berwyn-il.gov

September 6, 2013 Mayor Robert J. Lovero Members of the City Council City of Berwyn

SUBJECT: Payables September 10, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the September 10, 2013 meeting.

Total Payables: September 10, 2013 in the amount of \$1,578,116.48.

Respectfully Submitted,

Nona N. Chapman Budget Committee Chairman

Mona N. Chapman

Pages: 4 of 4

## CITY of BERWYN

## **Payment Register**

From Payment Date: 9/7/2012 - To Payment Date: 9/10/2013

Difference																																				
Reconciled Amount												Reconciled Amount	\$0.00	\$0.00	80.00	\$0.00	\$0.00	Reconciled Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		Reconciled Amount	20.00	00.00	\$0.00	\$0.00	\$0.00	Reconciled Amount	\$0.00	\$0.00	\$0.00	20.00	\$0.00
Transaction Amount	\$19,740.50	20.8cc, 1.24	80 050 00	00.000,00	\$1,380.00	\$2,410.00	4551 00	£1 283 75	00.44.6	\$155,00 \$20,573,66	\$1,578,116.48	Re						Re						č	Kec						Rec					
Рауее Ивтие	() - · · · · · · · · · · · · · · · · · ·	Near & Leroy, L.C.	PNC Equipment Finance	SOLU DIMINITAN I PANOL	Romeoville Fire Academy	Sikich- Certified Public Accts. &	Thusbooks Charaker Composition	Hypotherical Corporation	Libraria de Mand Constructor DC	Os nealithworks med Group of II, PC		Transaction Amount	\$1,578,116.48	\$0.00	00.08	\$0.00	\$1,578,116.48	Transaction Amount	\$1,578,116.48	\$0.00	\$0.00	\$0.00	\$1,578,116.48	4	ransaction Amount	\$1,678,116.48	00.0\$	\$0.00	\$0.00	\$1,578,116.48	Transaction Amount	\$1,578,116.48	00.0\$	\$0.00	\$0.00	\$1,578,116.48
					-							Count	149	0	0	0	149	Count	149	0	0	0	149		Count	149	<b>5</b>	0	0	149	Count	149	0	0	0	149
Source	Accounts Payable	Accounts Payable	Accounts Payable	ACCOUNTS Paya	Accounts Payable	Accounts Payable	Account Dayshle	Accounts Dayable	A TOTAL DOLL	Accounts Payable	149 Transactions	Status	Open	Reconciled	Voided	Stopped	Total	Status	Open	Reconciled	Voided	Stopped	Total		STATUS	Obeu	Keconciled	Voided	Stopped	Total	Status	Open	Reconciled	Volded	Stopped	Total
Reconciled/ Voided Date												Checks						ΑII						1	CIRCKS						All					
Void Reason																																				
Status	Open	La Co		Ē,	Open Open	Cpe	200	200																												
Date	09/10/2013	09/10/2013	06/10/2013	03/10/2013	09/10/2013	09/10/2013	09/40/2013	09/10/2013	20000000	09/10/2013	Type Check Totals: 01 - General Cash Totals													<u></u>												
Number	23838	23040	23840	1000	23842	23843	23844	23845	23846	23847	Type Check Totals: 01 - General Cash 7												0	Grand Total	10	).	1;	3	C	o	ur	nc	il	Ρ	а	ck

### CITY of BERWYN

# Payment Register From Payment Date: 9/7/2012 - To Payment Date: 9/10/2013

Number	Date	Status	Vold Reason	Reconciled/ Voided Date	Source	Pavee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash	Cash								
Check									
23699	08/28/2013	Open			Accounts Payable	CDW Government, Inc.	\$968.61		
23700	08/28/2013	Open			Accounts Payable	Dell Marketing, LP	\$51.61		
23701	08/28/2013	Open			Accounts Payable	Scott Cione	\$99.20		
23702	08/28/2013	Open			Accounts Payable	AT&T	\$266.98		
23703	08/28/2013	Open			Accounts Payable	Brian Dominick	\$150.00		
23704	08/28/2013	Open			Accounts Payable	David Ruiz	\$450.00		
23705	08/28/2013	Open			Accounts Payable	Fabian Jacobo	\$175.00		
23706	08/28/2013	Open			Accounts Payable	Gina Jones	\$750.00		
23707	08/28/2013	Open			Accounts Payable	Mike Luciano	\$300.00		
23708	08/28/2013	Орен			Accounts Payable	Staci Trotta	\$300.00		
23709	08/28/2013	Open			Accounts Payable	Tracey Bornheim	\$550.00		
23710	09/10/2013	Open			Accounts Payable	A & A Sprinkler Company, Inc.	\$600.00		
23711	09/10/2013	Open			Accounts Payable	ABC Automotive Electronics	\$207.00		
23712	09/10/2013	Ореп			Accounts Payable	ABC Commercial Maintenance	\$1,761.65		
					•	Services, Inc.			
23713	09/10/2013	Open			Accounts Payable	Across the Street Productions	\$800.00		
23714	09/10/2013	Open			Accounts Payable	AETNA	\$28,166.70		
23715	09/10/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$205.00		
23716	09/10/2013	Open			Accounts Payable	A) Warren Oil Company	\$57,611.39		
23717	09/10/2013	Open			Accounts Payable	American Legal Publishing	\$406.00		
					•	Corporation			
23718	09/10/2013	Open			Accounts Payable	American Red Cross-Health & Safety	\$105.00		
						Services			
23719	09/10/2013	Open			Accounts Payable	Antonio Reyes	\$1,900.00		
25	09/10/2013	Open			Accounts Payable	Associated Tire and Battery	\$2,598.00		
23721	09/10/2013	Open			Accounts Payable	AT&T	\$7,761.29		
77.75	09/10/2013	Open			Accounts Payable	AT & T	\$9,790.61		
25723	09/10/2013	Open			Accounts Payable	AT& T	\$1,647.39		
29724	09/10/2013	Open			Accounts Payable	B. Davids Landscaping	\$975.00		
23725	09/10/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$25.27		
23726	09/10/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$357.58		
20727	09/10/2013	Open			Accounts Payable	Berwyn Ace Hardware	\$12.89		
23728	09/10/2013	Open			Accounts Payable	Blackstone Audiobooks	\$441.00		
2729	09/10/2013	Oben			Accounts Payable	CablesAndKits.com	\$138.68		
8	09/10/2013	Open			Accounts Payable	Cardiac Science Corporation	\$131.92		
5 <del>1</del>	09/10/2013	Open			Accounts Payable	Cassidy Tire	\$592.54		
35.00	09/10/2013	Open			Accounts Payable	CDW Government, Inc.	\$3,430.90		
<u> </u>	09/10/2013	Open			Accounts Payable	Cermak Animal Clinic	\$68.00		
<b>1</b>	09/10/2013	Oben			Accounts Payable	Chicago Badge Company	\$781.31		
24735	09/10/2013	Open			Accounts Payable	Chicago Office Technology Group	\$41.81		
237.36	09/10/2013	Open			Accounts Payable	Clean Source, Inc.	\$2,036.98		
<del>2</del> 3/37	09/10/2013	Open			Accounts Payable	Comcast Cable	\$89,33		
<b>©</b> 738	09/10/2013	Open			Accounts Payable	Communication Revolving Fund	\$498.55		
<b>ZD</b> 739	09/10/2013	Open			Accounts Payable	Crystal Vela	\$46.59		
33740	09/10/2013	Open			Accounts Payable	David L. Wagge Sr.	\$232.50		
<b>1 2 4 1</b>	09/10/2013	Open			Accounts Payable	Dearborn National Life Insurance	\$6,125,11		
!	1	•				Company			
23742	09/10/2013	Open			Accounts Payable	Debbie Hutchens	\$400.00		

# Payment Register From Payment Date: 9/10/2013

Number	Date	Status	Vold Reseon	Reconciled/ Volded Date	o di no	A Management	Transaction	Reconciled	Difference
23743	09/10/2013	Open			Accounts Payable	Deece Automotive	\$385.00		
23744	09/10/2013	Open			Accounts Payable	Dell Marketing, LP	\$2,064.32		
23745	09/10/2013	Open			Accounts Payable	Demoo Educational Corporation	\$48.75		
23746	09/10/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$425.00		
23747	09/10/2013	Open			Accounts Payable	Door Systems, Inc.	\$3,373.60		
23748	09/10/2013	Open			Accounts Payable	Emergency Vehicle Technologies	\$611.35		
23749	09/10/2013	Open			Accounts Payable	Federal Express Corporation	\$18.68		
23750	09/10/2013	Open			Accounts Payable	Gale / Cengage	\$203.16		
23751	09/10/2013	Open			Accounts Payable	Gary Kantor	\$360.00		
23752	09/10/2013	Open			Accounts Payable	Hallagan Business Machines	\$500.00		
23753	09/10/2013	Open			Accounts Payable	Hansen Door	\$281.56		
23754	09/10/2013	Open			Accounts Payable	Health Care Service Corporation	\$686,549.52		
23755	09/10/2013	Open			Accounts Payable	Home Depot Credit Services	\$66.59		
23756	09/10/2013	Open			Accounts Payable	ID Cards Unlimited	\$75.00		
23757	09/10/2013	Open			Accounts Payable	Illinois Labor Law Poster Service	\$950.00		
23758	09/10/2013	Open			Accounts Payable	Winois Paper & Copier Company	\$146.79		
23759	09/10/2013	Open			Accounts Payable	InfoGroup, Inc.	\$1,554.00		
23760	09/10/2013	Open			Accounts Payable	Ingram Library Services	\$1,980.50		
23761	09/10/2013	Open			Accounts Payable	J. Sterling Morton High School	\$700.00		
23/62	09/10/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$207.36		
23763	09/10/2013	Open			Accounts Payable	James D. Ritz	\$25.00		
23764	09/10/2013	Open			Accounts Payable	Jorge Barrera	\$300.00		
23765	09/10/2013	Open			Accounts Payable	Kara Company, Inc.	\$110.40		
23766	09/10/2013	Open			Accounts Payable	KB Lawn and Muich	\$3,285.00		
23767	09/10/2013	Open			Accounts Payable	Klein, Thorpe and Jenkins, LTD.	\$1,468.04		
	09/10/2013	Open			Accounts Payable	Kristen Newcomb	\$236.46		
69	09/10/2013	Open			Accounts Payable	L - K Fire Extinguisher Service	\$100.50		
23770	09/10/2013	Open				Lakeview Bus Lines, Inc.	\$213.30		
50	09/10/2013	Open			Accounts Payable	Laner Muchin, Ltd.	\$20,106.66		
23772	09/10/2013	Open			Accounts Payable	Lyons Tree Service, Inc.	\$11,700.00		
	09/10/2013	Open			Accounts Payable	McGuire's II, LLC	\$150.00		
23774	09/10/2013	Open			Accounts Payable	Medical Reimbursement Services,	\$5,260.00		
Ç.	27000	i			;	inc.			
36	09/10/2013	5 C			Accounts Payable	Menards	\$41.90		
919	09/10/2013	Sec.			Accounts Payable	MES - (finois	\$357.00		
	09/10/2013	oben O			Accounts Payable	Metro Motors	\$1,290.48		
9110	09/10/2013	Ledo C			Accounts Payable	Michael Cirolfa	\$4,086.74		
200	09/10/2013	Chen			Accounts Payable	Micro Marketing, LLC	\$45.12		
	09/10/2013	i de			Accounts Payable	MIKE & SONS	08.505.38		
(5) 61	09/10/2013				Accounts Payable	Municipal Clerks of Illinois	880.00		
<b>6</b> 6	08/10/2013				Accounts Payable	Municipal Clerks of SW Suburbs	\$20.00		
20700	03/10/2013	200				CAEIK	\$257.75		
	09/10/2013				Accounts Payable	Newegg Business	\$392.03		
<b>6</b>	09/10/2013	Chen			Accounts Payable	Nextel Communications	\$670.87		
å e	03/10/2013	iado			Accounts Payable	Northeast Multi-Regional Training,	\$725.00		
73%87	00/10/0043				4	<u>170.</u>			
23488	09/10/2013	Ober			Accounts Payable	O.U. Sports	\$3,120.00		
23780	09/10/2013	ie de			Accounts Payable	Office Depot	\$84.14 \$600.00		
53755	03/10/2013				Accounts Payable	Unice Equipment Sales	\$1,069.06		
23/30	03/10/2013	<b>5</b>			Accounts Payable	Oriental Trading Company	\$49.99		

### CITY of BERWYN

## **Payment Register**

From Payment Date: 9/7/2012 - To Payment Date: 9/10/2013

No.	ţ			Reconciled/			Transaction	Reconciled	9
22704	Oo/10/2012	Status	IOSESU INOA	Volueta Dane	Source Account Daniell	Payee Name	Amount	Amount	DIMERENCE
20731	03/10/2013				Accounts Payable	PACE Varibool	7400.00		
75167	5102/01/80	ued o			Accounts Payable	Paradisa 4 Paws	\$287.50		
23793	09/10/2013	Open			Accounts Payable	Patrick N. Murray	\$2,712.50		
23794	09/10/2013	Open			Accounts Payable	Professional Pest Control, Inc.	\$75.00		
23795	09/10/2013	Open			Accounts Payable	Quarry Materials, Inc.	\$421.20		
23796	09/10/2013	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$3,727.33		
23797	09/10/2013	Open			Accounts Payable	Reliable Materials	\$648.00		
23798	09/10/2013	Open			Accounts Payabla	Richard C. Dahms	\$885.00		
23799	09/10/2013	Open			Accounts Payable	Ronald Pedecone	\$2,311.99		
23800	09/10/2013	Open			Accounts Payable	Roscoe Сотрапу	\$432.42		
23801	09/10/2013	Open			Accounts Payable	Sam's Club / GECRB	\$369.94		
23802	09/10/2013	Open			Accounts Payable	School Outfitters	\$969.83		
23803	09/10/2013	Open			Accounts Payable	Sensit Technologies	\$52.99		
23804	09/10/2013	Open			Accounts Payable	Sherwin Williams	\$231.22		
23805	09/10/2013	Open			Accounts Payable	Standard Equipment Company	\$9,958.51		
23806	09/10/2013	Open			Accounts Payable	Superior Lamp Inc.	\$204.77		
23807	09/10/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$234.06		
23808	09/10/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$611.76		
23809	09/10/2013	Open			Accounts Payable	The Library Store	\$43.54		
23810	09/10/2013	Open			Accounts Payable	Thomson Reuters-West	\$203.50		
23811	09/10/2013	Open			Accounts Payable	Tom Eukovich	\$600.00		
23812	09/10/2013	Open			Accounts Payable	Tool Store Go-Cart Shop	\$312.20		
23813	09/10/2013	Open			Accounts Payable	Tyco Interpreted Security LLC	\$520.56		
23814	09/10/2013	Open			Accounts Payable	U.S. Celtular	\$144.67		
23815	09/10/2013	Ореп				U.S. Telephone Directory	\$30.06		
23816	09/10/2013	Open			Accounts Payable	Underground Pipe & Valve Company	\$279.00		
717	09/10/2013	Open			Accounts Payable	Unique Plumbing	\$724.00		
23818	09/10/2013	Open			Accounts Payable	US Gas	\$112.80		
<b>1</b> 50	09/10/2013	Open			Accounts Payable	US Healthworks Med Group of II, PC	\$135.00		
23620	09/10/2013	Open			Accounts Payable	Walgreens Company	\$24.52		
222	09/10/2013	Open			Accounts Payable	Waukegan Roofing Co., Inc.	\$580.50		
25822	09/10/2013	Open			Accounts Payable	Wescon Underground, Inc.	\$1,800.00		
20823	09/10/2013	Ореп			Accounts Payable	Widaman Signs	\$60.00		
<b>18</b>	09/10/2013	Open			Accounts Payable	ABC Commercial Maintenance	\$1,265.00		
นเรี		•				Services, Inc.			
	09/10/2013	E C			Accounts Payable	Advanced Occupational	\$415.00		
27972	8102/01/80	ea O			Accounts Payable	AT&T	\$3,080.65		
2000	09/10/2013	nben O			Accounts Payable	AT& T Long Distance	\$3,121.10		
2000	09/10/2013	uado O			Accounts Payable	Berwyn Development Corporation	\$462,301.50		
20023	03/10/2013				Accounts Payable	Clearchannel Outdoor	\$2,500.00		
	09/10/2013	Open			Accounts Payable	Clearchannel Outdoor	\$10,450.00		
2000	09/10/2013	Ореп			Accounts Payable	Federal Express Corporation	\$50.05		
25	09/10/2013	Open			Accounts Payable	Felco Vending, Inc.	\$62.00		
20033	09/10/2013	Open			Accounts Payable	Frank Novotny & Associates	\$28,493.08		
<b>3</b>	09/10/2013	Орел			Accounts Payable	Winois Department of Employment	\$1,609.00		
23835	09/10/2013	Open			Accounte Oavahla	Security	64 6034 43		
72					modules a gang	Commission	41,024.42		
23836	09/10/2013	Open			Accounts Payable	Lyons Electric Company	\$48,502.41		
23837	09/10/2013	Open			Accounts Payable	Meljer	\$10,290.96		
							,		



### Collections and Licensing

8700 West 26<sup>th</sup> Street Berwyn, Illinois 80402-0701 Telephone: (708) 788-2660 Fax: (708) 748-8910 www.berwyn-il.gov

September 4, 2013

Honorable Mayor Robert J. Lovero And Members of the City Council Berwyn City Hall Berwyn, Illinois 60402

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department for the month of August, 2013. Included are; storefronts, phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Jeannette Rendon For David Jelonek Finance Director

### Business Directory By Category For:

Wednesday, September 04, 2013

### Application Pending

	Business Name		Addres	S	Last Update	F	hone	ID#
Andies Invest	ment					(708)	795-2909	12367
6847 W.	Cermak Road	Berwyn	IL	60402	7/8/2010			
Lagniappe, L.	LC					(312)	651-2037	11541
2905 S.	Ridgeland Avenue	Вегwуп	IL	60402	7/8/2010			
					Total Business	ses		2

### Business Directory By Category For:

Wednesday, September 04, 2013

### Application Review

	Business !	Name	Address	Last Update	Phone	ID #
Raymond's T	acos and Burro	itos Berwyn	IL 60402	7/8/2010	(708)	12365
0401 <b>W</b> .	3401 30000	Belwyll	IL 00402	Total Business	ses	1

### Inspections Pending

Business	Name	Addres	ss	Last Update	F	hone	ID#
Berwyn Credit Restoration		Unit B			(888)	550-6570	14472
6601 W. Roosevelt I	Rd. Berwyn	IL	60402	2/4/2013			
Botanica Orisha Ile Ifa Inc					(708)	795-8300	14405
2617 S. Ridgeland	Ave. Berwyn	π	60402	12/18/2012			
Diamond Realtors Group					(708)	749-3220	14458
6328 W. 26 th St.	Вег <b>wy</b> п	IL	60402	1/28/2013			
Enterprise Rent -a- Car					(708)	749-2000	12778
6301 W. Ogden Ave	_	IL	60402	3/16/2012			
Fernando Fuentes D.B.A.							13011
3244 S. OakPark A	venue Berwyn	IL	60402	2/1/2012			
Gunderson & Tharpe Law					(312)	739-2000	14705
3246 S. Oak Park A	ve. Вег <b>w</b> уп	IL	60402	5/23/2013			
Jencare Neighborhood Me	dical Center						14889
6326 W. Cermak Rd	. Berwyn	IL	60402	8/20/2013			
K' Natural Inc.					(708)	788-7900	12533
6610 W. Cermak Rd	. Berwyn	ΠL	60402	6/9/2011			
Munoz Medical Center LL	$\boldsymbol{c}$				(708)	484-2600	12702
3100 South Oak Park A	venue Berwyn	IL	60402	8/22/2011			
Nationwiede Income Tax S	Services Inc.				(800)	567-0757	10837
6626 W. Cermak Ro	ad Berwyn	IL	60402	1/21/2011			
Nutri Max Fitness # 4							13612
6508 W. 16 th St.	Berwyn	${ m IL}$	60402	11/14/2012			
Pav Realtors					(708)	795-7100	10965
6308 W. Cermak Ro	ad Berwyn	IL	60402	4/1/2011	` `		
Release Dance Productions	5				(708)	513-5662	13331
6803 W. Roosevelt I	Rd. Berwyn	IL	60402	7/10/2012	•		
Sleepy's							14913
7129 W. Cermak Rd	. Berwyn	几	60402	8/26/2013			
Taqueria El Palenque Inc.	-						13049
1547 S. Oak Park A	ve. Вегwyп	ΠL	60402	2/23/2012			
The Math Spot LLC.	-				(708)	484-6284	14625
6834- A Windsor Av	ve. Berwyn	IL	60402	4/22/2013	(,,,,		2 1022
TLM and Associates Inc.					(977)	295-4066	14566
6813 W. Roosevelt F	Rd. Berwyn	17	60402	3/21/2013	(877)	293-4000	14500
	to. Delwyll	il.	00-102	3/21/2013	7700	646 E60E	12266
Union Arms Company 6340 W. 26th Street	Berwyn	17	60402	8/30/2010	(708)	646-5605	12366
	Delwyll	ii.	<del>001</del> 02	0/30/2010	(700)	194 2604	14412
Upscale Audio Exchange 3225 S. Harlem Ave	e. Berwyn	TI	60402	12/26/2012	(708)	484-2694	14413
JEEJ G, HAURTH AV	. Belwyn	IL	00402	122012012			
				Total Busin	iesses		19

( Business Directory By Category )

Page #..... 1

# BERWYN BUSINESSES - LICENSED IN JUNE & JULY, 2013 (STOREFRONTS)

Schademann Studios	Nascar Car Wash	Jencare	NAME Sleepy's
6729 W. Roosevelt Road	2315 S. Harlem Avenue	6326 W. Cermak Road	<u>ADDRESS</u> 7129 W. Cermak Road
Matthew Schademann	Steve Timmer	Christine Majewski (Mgr)	CORP. NAME AND/OR OWNERS NAME Bill Worley (G.M.)
(773) 368-8431	(708) 484-5597	(708) 417-3094	COMMENTS (224) 241-1622

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Green Mohawk Pet Care	NAME	BERWYN BUSINES
1439 S. Grove Avenue	ADDRESS	BERWYN BUSINESSES - LICENSED IN August, 2013 (PHONE USE ONLY)
A. J. Smith	CORP. NAME AND/OR O	<b>August, 2013 (PF</b>
Pet Care Service	OR OWI COMMENTS	ONE USE ONLY)

### Thomas J. Pavlik

From:

T Ostylie (ostylie@sbcglobal.net) Monday, August 26, 2013 2:42 PM

Sent: To:

Thomas J. Pavlik

Subject:

Outdoor Event at Tiger O'stylies Labor Dat Weekend

### To whom it may concern:

I would like to place an item on the upcoming City Counsel agenda regarding outdoor events held in the parking lot of Tiger O'stylies at 6300 w Ogden ave.

Sunday Sept 2nd 2013, would be an outdoor Music & Art showcase located in the parking lot of Tiger O'stylies. Additional Security will be provided by our staff and the event will be finished by 11pm on the night of the Holiday weekend.

All events would comply fully with local Berwyn ordinances, including police, operating hours, sound, and health.

Thank you for your time, Chester Hiller cell # 708-267-1298



CLERK'S OFFIC

A Century of Progress with Pride

6700 West 26" Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2678 www.berwyn-il.gov

### THOMAS J. PAVLIK CITY CLERK

Date: 8/27/13
Mayor Lovero & Members Of the Berwyn City Council
CONCORDIA LUTHERAN CHURCH AND  Re: Block Party Howe AVE block of 3100
Honorable Mayor Lovero & Members of City Council:  CHURCH Congregation + NEIGHBORS  Attached, please find a petition for a block party on the
or Home Ave
The residents request permission to hold the event on September 8_2013
With a rain date of We are aware of the ordinance
regarding block parties and will abide by all of them.
Thank you for your consideration.
Yours truly,
Seemy Deduction.
Contact person is: Sherry Alled 7 (O) le[C.
Address is: OS31 Gunderson ACE
Phone number is:

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

	3100
	WE THE UNDERSIGNED RESIDENTS OF THE 32rd BLOCK OF Home Ave
	DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 9-8-13
	BETWEEN THE HOURS OF 12 AND 5 , OUR RAIN DATE IS
	ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**
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September 3, 2013

Kiwanis Club of Berwyn 3701 Scoville Avenue Berwyn, Illinois 60402

The Honorable Mayor Robert Lovero and Members of the Berwyn City Council City of Berwyn 6700 West 26th Street Berwyn, Illinois 60402

Dear Mayor and City Council Members,

The Kiwanis Club of Berwyn would like to request permission to conduct its' ANNUAL KIWANIS PEANUT DAY activity on September 26, 27, and 28, 2013. As you are aware, the Kiwanis Club of Berwyn is local service organization that assists community groups with financial support. Each year, our organization relies heavily on a successful PEANUT DAY to make this financial assistance possible. All moneys raised stays within the community.

We thank you in advance for your cooperation in having the above dates granted for our project.

Working Trogether to Build a Better Berwyn,

Pearlyt Day Chairman Kiwanis Club of Berwyn



August 25, 2013

### PLEASE SAVE THE DATES

### **APRIL 25 and 26, 2014**

We respectfully request that you save the dates of Friday, April 25 and Saturday, April 26, 2014, for the Misericordia/Jelly Belly Candy Days Fundraiser.

All materials required by each individual village and/or city will be sent toward the end of this year – approximately mid-December.

Thank you for your cooperation in this very worthwhile endeavor.

Here's hoping you are having a beautiful summer. Enjoy!

Sincerely,

Nancy

Nancy Turry, Manager Public Relations



August 23, 2013

Mayor Robert J. Lovero City of Berwyn 6700 W. 26th Street Berwyn, IL 60402

Dear Mayor Lovero,

I am writing to request approval for our annual Berwyn-Cicero-Stickney CROP Hunger Walk. This year will mark our 28th annual walk, raising funds for hunger relief efforts locally and worldwide. 25% of the funds raised will stay local (with 2% going to the St. Leonard's Food Pantry, and 23% going to the Cicero-Berwyn-Stickney Anti-Hunger Foundation, which is annually ranked among the highest-volume food banks in all of Illinois.) 75% of the funds raised will go to Church World Service and their partners to assist with their worldwide hunger relief and disaster response efforts.

This year we plan to raise \$10,000 from area churches with 150-200 participants (adults as well as supervised children).

The planned route will be exactly the same as last year:

Starting at: Faith Community Reformed Church 6825 West 40th Street Stickney, Ending at: Trinity Community Church 7022 Riverside Drive Berwyn

This year's walk will be held Sunday, October 20th, at 1:30 pm with registration at 1:00 pm.

August 23, 2013 Mayor Robert J. Lovero Page 2

We would appreciate your approval of this event. Please feel free to contact me at (708) 541-0937 with any questions. Additional information can be found at <a href="https://www.cropwalk.org">www.cropwalk.org</a> or by contacting Church World Service at 888-CWS-CROP. Questions regarding our local walk can also be directed to Rev. Christopher Poest at (708) 484-4268 or <a href="https://www.cropwalk.org">fccstickney@sbcglobal.net</a>.

Sincerely,

Melissa Stinson, Co-Chair

Berwyn-Cicero-Stickney CROP Walk Planning Committee

Enclosure

Copy to: Berwyn Fire Department

Berwyn Police Department

ESDA



### A Century of Progress with Pride

6700 West 26° Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2875 www.berwyn-il.gov

### THOMAS J. PAVLIK CITY CLERK

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

WE THE UNDERSIGNED RESIDENTS	OF THE	13tm	_BLOCK OF _	Scor	i.lle	Ave
DO HEREBY REQUEST PERMISSION	TO CONDUC	CT A BLOCK F	PARTY ON S	<del>521.5</del>	p1.2	<u> 124</u>
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A Century of Progress with Pride

8700 West 26" Street Berwyn, Illinois 60402 0765, Telephone: (708) 788-2660 (708) 768-2675 ]. | U. www.berwyn-11.gov

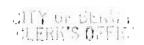
### THOMAS J. PAVLIK CITY CLERK

Date: 08-29-13
Mayor Lovero & Members Of the Berwyn City Council
Re: Block Party 2500 block of <u>GUNDERSON AC</u>
Honorable Mayor Lovero & Members of City Council: Berwyn
Attached, please find a petition for a block party on the block
of Gunterson Ave.
The residents request permission to hold the event on
With a rain date of Sept. Al. 303. We are aware of the ordinance
regarding block parties and will abide by all of them.
Thank you for your consideration.
Yours truly, Charton
Contact person is:  Address is:  Address is:
Phone number is:

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

WE THE UNDERSIGNED RESIDENTS OF THE DOOD BLOCK OF SUNDERSON (**C.)
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON
BETWEEN THE HOURS OF, OUR RAIN DATE IS
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**
ADDRESS
2000 Gunderson Ave
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JA36 2535. Com/2000
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# A Century of Progress with Pride 13 AUS 26 A 4:51

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

### THOMAS J. PAVLIK CITY CLERK

NOTION TO DATE REQUESTED AND SHOR TO DATE REQUESTED AND SHORE PRIOR PR

2.0304 3. 2304 4. 2308 5 2310 Vacant 2314 2316 09.10.13 Council Packet Page 91

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# Robert J. Lovero



A Century of Progress with Pride CITY OF SERWYD 8700 West 28" Street Berwyn, Illinois 80402-0701 Telephone: (708) 788-2660 FERWYD 00 9975 WWW.berwyn-il.gov

### THOMAS J. PAVLIK CITY CLERK

Date: 9-4-13 Mayor Lovero & Members Of the Berwyn City Council Block Party 2500. block of CLARENCE Rc: Honorable Mayor Lovero & Members of City Council:

3500

Attached, please find a petition for a block party on the LARENCE block The residents request permission to hold the event on Sep. 31. 2013 With a rain date of Sep. 22. 2013. We are aware of the ordinance regarding block parties and will abide by all of them. Thank you for your consideration. Yours truly. osalia anllas ROSALINA ARELLAND Contact person is: 2504. S. CLARENCE Address is: Phone number is:

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

WE THE UNDERSIGNED RESIDENTS OF T	HEBLOCK OF
DO HEREBY REQUEST PERMISSION TO C	ONDUCT A BLOCK PARTY ON
BETWEEN THE HOURS OFA	ND, OUR RAIN DATE IS
ALL REFUSE MUST BE PLACED IN PROPE	R CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**
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	25/7 S. C/EXCINCE
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	Carence Ave Berwyn, L



# Berwyn Police Department

6401 West 31st, Street Bernyn, Illianis 60402 708-795-5600 Fax 708-795-8627 Emergency Call 911

### Handicapped - Parking / Zone Request Form

From: Date : Officer:	Berwyn 6/26/201	Police Department Comi 3 nondi #192	munity Service Division
Applican	t Name:	Enedelia A. Gloria	
Address:		2324 S. Clinton Ave,	Berwyn IL 60402
Telephon	e:		
Nature of	Disability		
		Inform	ation
Doctor's No	ite/ Affidav	it: X No	Interviewed: X
Owner's S	upport Let	ter X	Handicapped Plate X
	Garag	ge: X	Handicapped Placard X
	Drivewa	y: X	Wheelchair:
	Off Stree	et: X	Walker / Cane:
	On Stree	et: X	Oxygen:
Meets Police Dept Requirements	Spa Zo		Report # 13-06971
Ward Ald	lerman: f	-Ivila	
			ommendation
	} ,	Approved X	Denied

PRIMARY NARRATIVE

### OFFICIAL SWORN POLICE REPORT

# Berwyn Police Department

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600 STATION COMPLAINT UCR/Offense Code DESCRIPTION INCIDENT # 9041 (Applicant File) Applicant File 13-06971 RELATED CAD# HEPORT TYPE DOT 4 HOW RECEIVED C13-035191 Incident Report WHEN REPORTED LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 07/09/2013 12:22 2324 S CLINTON AV Berwyn, II, 60402 TIME OF OCCURRENCE STATUS CODE STATUS DATE 07/09/2013 12:22 INVOLVED ENTITIES NAME 008 AGE ADDRESS DOHLER, THERESA M 52 9722 57 FH ST COUNTRYSIDE, IL 60525 SEX RACE HGT WGT HAIR **EYES** PHONE 5ID # DL# FBI # ALT PHONE CLOTHING UCR TYPE RELATED EVENT # 9041 (Applicant File) - 0 count(s) NAME AGE ADDRESS 000 Gloria, Enedelia A 2324 S Clinton AV Berwyn, 11, 60402 SEX WGT HAIR PHONE Hispanic SID # ALT PHONE CLOTHING TYPE RELATED EVENT # 9041 (Applicant file) - 0 count(s) INVOLVED VEHICLES VEH/PLATE # STATE TYPE INVOLVEMENT VIN # K783774 Sedan, 4-door 11 MODEL COMMENTS Honds Civie CRX Gray OWNER Gloria, Enedelia A NARRATIVES

Enedelia Gloria, d.o.b. who resides at 2324 S. Clinton Ave. is requesting Handicapped Parking signs to be placed in front of her residence.

There is a garage on the premises, however, Ms. Gloría submitted the obligatory "Owner Consent" form, which states that she does not have access to any on-premises parking.

### OFFICIAL SWORN POLICE REPORT

# Berwyn Police Department

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

STATION COMPLAINT UCR/Offense Code	DESC	RIPTION	WICHDEN'T #
9041 (Applicant File)	Арр	dieant File	13-06971
REPORT TYPE	RELATED CAD #	DOT#	HOW RECEIVED
Incident Report WHEN REPORTED	(134)35191 LOCATION OF OFFENSE (HOUSE NO	A. STREET NAME)	
07/09/2013 12:22 TIME OF OCCURRENCE	2324 S CLINTON AV Bery	TATUS CODE	STATUS DATE
07/09/2013 12:22			

A/O spoke with property owner. Theresa Dohler, who verified that the garage is used for her own storage purposes, and that Ms. Gloria does not in fact have any access to on-premises parking.

For the above stated reasons, this officer feels that this application should be considered for approval at this time.

REPORTING OFFICER

RAIMONDI, MARGO J

192





A Century of Progress with Pride

James D. Ritz Chief of Police

4/13/13

### Affidavit For Handicapped Parking Sign or Drop Off Zone

You must have a permanent Handicap State Plate or Handicap Placard

to park any vehicle in a designated Handicap Parking space Enecicla A. Gloria (Name of Handicapped Applicant) (Berwyn Address) (Telephone (Cell) Phone Number) (Name of caregiver, or guardian if minor) Is there a garage on the property? Yes! No Are you the homeowner? Yes No X Driveway NO Carport NO All Applicants must submit the Physicians form (A) \*Renters must submit the Owner Consent form (B). Vehicle Information (Vehicle make and model) Charcoolgry 2010 (Current City Vehicle Sticker Number) (Illinois License Plate Number) (Illinois Permanent Handicap Placard Number) (Illinois Handicapped Plate) I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any

person to file a sworn affidavit, which said person knows to be false or believes to be false.



### James D. Ritz Chief of Police

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(Signature of handicapped person or their legal guardian)

(Date)

# Physician Form (A)

This form must be filled out in its entirety and signed by your physician.

Ph	ysician must s	tate, by printi	ng below, the na	ture of the patient's hai	ndicap
Does the patient utilize any of the following?:  Walker Wheel Chair Cane Oxygen.  I hereby certify that the physical conditions of the above named. "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.	<del></del>				
		<b>F</b> /	****	11 1 9 0001. 120	
Does the patient utilize any of the following?:  Walker Wheel Chair Cane Oxygen  I hereby certify that the physical conditions of the above named "Handicapped Person" constit as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handi Every natural person who has permanently lost the use of a leg or both legs or an arm or both a combination thereof or any person who is so severely disabled as to be unable to move without crutches or a wheelchair.)  (Physician's Signature Stamp)					
Does the patient ut	ilize any of the	e following? :			
Walker	Wheel	Chair	Cane	Oxygen_	
as a handicapped p Every natural perso combination therec crutches or a whee	person as definition who has person of or any person lending.	ed under the sta manently lost t n who is so sev	itutory provision in the use of a leg or	Par. 1-159 (Physically Ho both legs or an arm or b	andicapped Person – oth arms or any
(Physician's	Signature/Stam	p)	1 1/2 1.	(Date)	
- x2~2.	,	2		· · _ · _ ·	21E 1L
(Print Phys	ician's Name)		(Addres	s and Telephone Number	r) '



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# Form B Owner Consent For Handicap Sign

### Placement/Drop-off Zone

1 THERESA Doh/El owner/manager of the property at
2324 OLINTon, Ave , state as follows:
1) That <u>LNEDELIA IF Closeif</u> is a tenant at the above listed property.
2) That <u>ENERGIA A Glori A</u> has no access to any parking on the premises.  3) That if <u>ENERGIA A Glori A</u> is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.
4) I agree to notify the City of Berwyn if ENGDELA IT GLORIAno longer resides on the premises.    Agree to notify the City of Berwyn if ENGDELA IT GLORIAno longer resides on the premises.    Agree to notify the City of Berwyn if ENGDELA IT GLORIAno longer resides on the premises.
Name: / HERESA LAH/ER Signature/Date  Address: Phone#:

•			pace/Zone e Inspection		
				Application #	848
Public Works Director	or Designee	Daniel Sc	hiller	rippiidatioti	
Comments: Ther	ra la ana UC engre	on the hir	sak This space is a	n the opposite side	
of the street. Parking dema				II the opposite side	
		- Pr 1-			
				_	
Meets Public Works Criteri	ia.				
Meers Lanic Molks Circui	Parking Space	Yes	Х	No	
	Parking Zone	Yes		No	Χ
			<del>_</del>		
Date: 8/21/2013			Police Re	port # 13-06971	
Date: 0/11/1010					
	Handica	pped S	pace/Zone		
		•	te Inspection	1	
	, , <del>, , , , , , , , , , , , , , , , , </del>			Application #	848
Traffic Engineer	or Designee	Nicole Ca	ımpbell	Арріісаціон я	040
			<u></u>		
Comments:					
Meets Traffic Criteria for:			·		
	Parking Space	Yes Y <b>es</b>	X	No No	X
	Parking Zone	162		NO _	^