

City of Berwyn City Council Meeting

April 8, 2008

BERWYN CITY COUNCIL MEETING

APRIL 8, 2008

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

MICHAEL A. O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG MTG-3/25/08-COW-3/25/08
- (D) BID OPENING - TABULATIONS
 - 1. MFT-TREE TRIMMING
 - 2. MFT-SEW CLEANING & TELEVISIONING
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. ORD/AGREEMENT-ROOSEVELT RD CONSULTANT & CONTRACT APPROVAL
 - 2. SPECIAL EVENTS-ADD 3 ADDITIONAL CRUISE NIGHTS
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. DEFER-HEALTH INSURANCE RENEWAL
 - 2. HEALTH INSURANCE RENEWAL
 - 3. PROC-MAY, 2008-NATIONAL HISTORIC PRESERVATION MONTH
 - 4. PROC-APRIL 25, 2008-ARBOR DAY
 - 5. VETO EXPENDITURE OF ANCEL GLINK
 - 6. DEPARTMENT QUARTERLY REPORTS
 - 7. 16th STREET CELL TOWER PROPOSAL
 - 8. APPOINTMENT TO FIRE PENSION BD
 - 9. REMOVAL OF COW ITEMS FROM REFERRAL LIST
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. APPROVAL OF CLOSED COW MIN. 2/26/08-3/5/08-3/11/08-3/17/08
 - 2. PROHIBITED POLITICAL ACTIVITIES
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
 - 1. RESOL/ORD-BOBBY BUONAURO CLINIC-3245 GROVE AVE
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. CHAPMAN-"GREAT AMERICAN CLEAN -UP-DEPOT DIST STYLE"

2. CHAPMAN-CITY FINANCES & LAYOFFS
3. SKRYD-PROHIBITING HAND HELD CELL PHONES & TEXTING WHILE DRIVING
4. SKRYD-4TH WD BICYCLE RACKS & GARBAGE CANS

5. LOVERO-SIGN LOCATED AT 7026 W. CERMAK RD.
6. COW-CRIME FREE MULTI-TENANT HOUSING ORD-RECOMMEND MEET WITH REALTORS

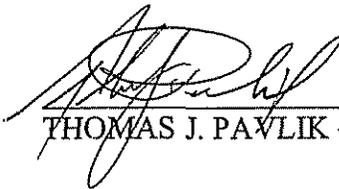
(J) STAFF REPORTS

1. DEFER-FIRE CHIEF-RECENT APPROVAL OF AMBULANCE PURCHASES
2. LAW DEPT-NOT. OF PUB HEARING & PUB NOTICES ON VACATION OF WENONAH AVE
3. LAW DEPT-ORD-PURCHASE OF PROPERTY-7124-26 CERMAK RD
4. LAW DEPT-RESOL-BILLY QUAN DRIVE
5. FINANCE DIR-VEHICLE STICKER RATES
6. POLICE CHIEF-PROPOSE AMENDMENT TO SECTION 804-ALCOHOLIC LIQ DEALERS
7. PW DIR-LANDSCAPE BID TABULATIONS AND RECOMMENDATIONS
8. PW DIR-APPROVAL TO BID OUT HOLIDAY DECORATIONS
9. PW DIR-APPROVAL TO BID OUT PLANTING SERVICES

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

1. BUDGET CHAIRMAN-PAYROLL-4/2/08-\$844,750.61
2. BUDGET CHAIRMAN-PAYABLES-4/8/08-\$1,016,917.39
3. LOVERO-HANDICAP SIGN REQ-P.O'CONNOR-1918 KENILWORTH-APPROVE
4. LOVERO-HANDICAP SIGN REQ-C. WHEAT-1932 GROVE AVE-APPROVE
5. COLLECTOR-BUSINESS LICENSES ISSUED MARCH, 2008
6. BUILDING DIRECTOR-BLDG PERMITS ISSUED MARCH, 2008
7. ST LEONARD – SCHOOL PICNIC-5/30/08-9AM TO 2PM

ITEMS SUBMITTED ON TIME 39



 THOMAS J. PAVLIK - CITY CLERK

Sections A & B

A. Pledge of Allegiance-Moment of Silence

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

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Section C

Presentation of Previous Meeting Minutes For Approval


MICHAEL A. O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
MARCH 25, 2008

1. The Berwyn City Council was called to order by Mayor O'Connor at 8:35 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Skryd, Day, Phelan, Lovero, Erickson. Absent: Weiner.
2. The Pledge of Allegiance was recited and a moment of silence was called for the safety of our armed forces, police, firefighters, and paramedics.
3. Ramos made a motion, seconded by Chapman, to excuse Alderman Weiner. The motion carried by a voice vote.
4. The Open Forum portion of the meetings was announced. Augie Buglow, of the 1st Ward voiced his disapproval of spending tax dollars to defend city officials and provided copy of his statement for the minutes. James Decater, 1340 Oak Park Avenue, thanks the city department heads for their help in his recent remodeling project of his 100 year old house and also voiced concerns with the behavior of city council members during council meetings.
5. The minutes of the Berwyn City Council meeting held March 11, 2008 and the Committee of the Whole minutes of March 5th and March 11, 2008 were submitted. Phelan made a motion, seconded by Erickson, to allow Alderman Phelan to reconsider his vote on item #13 of the March 11, 2008 City Council minutes. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Phelan, Erickson. Nays: Lovero. Excused: Weiner. After further discussion, Day made a motion, seconded by Phelan, to allow Phelan to change his vote from Aye to Nay. The motion was defeated by the following roll call: Yeas: Day, Phelan, Erickson. Nays: Chapman, Ramos, Skryd, Lovero. Excused: Weiner. After further discussion, Erickson made a motion, seconded by Day, to affirm the Mayor's veto regarding the city's settlement with Jerry Marzullo. After a lengthily discussion, the motion was not recognized because Alderman Erickson was not on the prevailing side of the original motion. Thereafter, Alderman Phelan made a motion, seconded by Erickson, to reconsider the override of the Mayor's veto of item #13 of the March 11, 2008 City Council minutes. The motion failed by the following roll call: Yeas: Day, Phelan, Erickson. Nays: Chapman, Ramos, Skryd, Lovero. Excused: Weiner. Thereafter, Erickson requested item #14 of the March 11, 2008 minutes

reflect his vote as Abstained. Thereafter, Lovero made a motion, seconded by Ramos, to concur and approve the minutes as amended. The motion carried by a voice vote

6. The Public Works director submitted a request for the opening of the Landscape Maintenance Service bids. Alderman Chapman questioned when the Council approved going out for bid. Alderman Skryd questioned planters being separated out. Thereafter, Skryd made a motion to defer the bid opening. After discussion, the motion was withdrawn and Ramos made a motion, seconded by Erickson, to allow the Associate City Attorney and any other interested parties to adjourn to the Conference room to open, tabulate, and return same to Council Chambers for reading. The motion carried by a voice vote.
7. The Berwyn Development Corporation submitted a communication regarding the City of Berwyn Parking Structure Owner's Representative Recommendation. Chapman made a motion, seconded by Lovero, to concur and approve Alfred Benesch in an amount not to exceed \$420,840. The motion carried by a unanimous roll call vote with Weiner excused.
8. The Berwyn Development Corporation submitted a communication regarding the 2008 Integrated Marketing Program. After discussion, Chapman made a motion, seconded by Lovero, to concur with option #1 in an amount not to exceed \$138,701. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Phelan, Lovero. Nays: none. Abstained: Erickson. Excused: Weiner.
9. The Berwyn Development Corporation's Senior Urban Planner submitted a Sign Ordinance recommendation referral. Thereafter, Skryd made a motion, seconded by Lovero, to suspend the rules and bring forth item I-1 and make as germane to E-3. The motion carried. Thereafter, Skryd made a motion, seconded by Chapman, to refer to the law firm of Odelson & Sterk to amend Berwyn Sign ordinance accordingly. The motion carried by a unanimous roll call vote.
10. The Mayor submitted a proclamation recognizing April 11, 2008 as the 40th Anniversary of the passage of the U.S. Fair Housing Act. Thereafter, Skryd made a motion, seconded by Erickson, to concur and **adopt** the proclamation as presented. The motion carried by a voice vote.
11. The Mayor submitted a communication regarding the Health Insurance renewal. After discussion, Lovero made a motion, seconded by Chapman, to defer for two weeks to allow the Mayor to present options to the various city unions. The motion carried by a voice vote.

12. Alderman Skryd submitted a communication requesting the correction of the February 26, 2008 City Council meeting minutes item #8 to reflect a Nay vote. After discussion, it was ruled that she may not officially change her vote at this time. Thereafter, Skryd made a motion, seconded by Erickson, to accept the matter as informational and to allow the minutes to reflect.
13. Alderman Skryd submitted a communication regarding ArtSpace and a grant offered by the National Endowment for the Arts. Thereafter, Skryd made a motion, seconded by Lovero, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
14. Alderman Skryd submitted a communication regarding a customer parking only sign at 2801 Ridgeland. After discussion, Skryd made a motion, seconded by Chapman, to concur and approve the request and to instruct public works to install said sign. The motion carried by a unanimous roll call vote with Weiner excused.
15. Alderman Skryd submitted a communication regarding the 4th Ward "Walk and Talk" every Thursday evening beginning April 3rd at 6:00 p.m. at the Elks Club. Thereafter, Skryd made a motion, seconded Ramos, to accept the matter as informational with an invitation to all. The motion carried by a voice vote.
16. Alderman Skryd submitted a communication regarding the removal of referral items from the Administration committee referral list. Thereafter, Lovero made a motion, seconded by Day, to concur and approve as submitted. The motion carried by a voice vote.
17. Alderman Skryd submitted a communication regarding 90 minute parking on the 2500 block of Harvey from East/West alley to 26th Street which was previously approved at the April 24, 2007 City Council meeting. Thereafter, Skryd made a motion, seconded by Chapman, to concur and approve the request and to direct public works to install said signs. The motion carried by a voice vote.
18. Alderman Phelan submitted a communication regarding the Mayor's Veto of Miller Shakman & Beem Resolution. After discussion, Phelan made a motion, seconded by Skryd, to withdraw the communication. The motion carried by a voice vote.
19. Alderman Phelan submitted a communication regarding Questions as to Procedure. Thereafter, Phelan questioned the Mayor's veto authority on

matters other than an ordinance and or a payable and specifically his Resolution regarding his representation by Miller Shakman & Beem. Richard Bruen, of Odelson and Sterk read from the State Statute regarding the Mayor's veto authority ruling that the Mayor was within his rights to veto. After further discussion, Phelan made a motion, seconded by Erickson to refer the matter to the law firm of Ancel Glink in an amount not to exceed \$3,000 requesting an opinion of the Mayor's veto authority. The motion carried by the following roll call: Yeas: Chapman, Day, Phelan, Erickson. Nays: Ramos, Skryd, Lovero. Excused: Weiner.

20. Alderman Lovero submitted and ordinance entitled:

AN ORDINANCE AMENDING THE TRAFFIC CODE OF THE CITY OF BERWYN REGARDING PARKING RESTRICTIONS ON 16TH STREET

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

21. Alderman Erickson submitted a communication regarding an Animal Ordinance update. Thereafter, Erickson made a motion, seconded by Day, to defer the matter for two weeks. The motion failed by the following roll call: Yeas: Day, Phelan, Erickson. Nays: Chapman, Ramos, Skryd, Lovero. Excused: Weiner. Thereafter, Chapman made a motion, seconded by Ramos, to withdraw the item. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Day, Phelan, Lovero. Nays: Erickson. Excused: Weiner.
22. Alderman Erickson submitted a communication regarding Cermak Road Development. Thereafter, Erickson began to read a statement regarding a potential developer of the Cermak Plaza. The Mayor then ruled Alderman Erickson, out of order and stated that matters being brought forward by the alderman were items that were still in the closed Committee of the Whole and not public knowledge. Erickson refused to yield to the Chair. Thereafter, the Chair requested a motion to direct Alderman Erickson to stop. Chapman made a motion, seconded by Ramos, to rule Alderman Erickson out of order. The motion carried by a voice vote. Thereafter, the Mayor gaveled the meeting to order.
23. The Landscape Service Maintenance bids were returned to Council for reading. Bids received for the **Depot District** were as follows: McAdam Landscaping for \$2,355 per month totaling \$16,485, B. Davids for \$3,475 per month totaling \$22,587.50, Frank's Creative Landscaping for \$870 per

month totaling \$5,655, and Nuzzo's Landscaping & Maintenance in an amount of \$3,000 for the month of April and \$4,000 for May to October for a total of \$27,000. **Ogden District** were as follows: McAdams Landscaping for \$2,270 per month totaling \$15,890, B. Davids for \$2,375 totaling \$15,437.50, Frank's Creative Landscaping for \$1,768 per month totaling \$11,440, and Nuzzo's Landscaping & Maintenance in the amount of \$3,000 for the month of April and \$4,000 for May through October totaling \$27,000. **Cermak District** were as follows: McAdams Landscaping for \$2,875 per month totaling \$20,125, B. Davids for \$705 per month totaling \$14,025, Frank's Creative Landscaping \$1,130 per month totaling \$7,345, Nuzzo's Landscaping & Maintenance in the amount of \$3,000 for the month of April and \$4,000 for May through October totaling \$27,000. Thereafter, Chapman made a motion, seconded by Skryd, to refer the matter to the Public Works committee. The motion carried by a voice vote.

24. The Law department submitted a request to have referral items removed from the Law department referral list. Thereafter, Skryd made a motion, seconded by Ramos, to amend and remove item #23 from the request. The motion carried by a voice vote. Thereafter, Chapman made a motion, seconded by Ramos, to concur as amended and to accept as informational. The motion carried by a voice vote.
25. The Law department submitted a request for the settlement of Case #03271956. Thereafter, Day made a motion, seconded by Chapman, to concur and amend the settlement to be referred to as #08315 and approve for payment. The motion carried by a unanimous roll call vote with Weiner excused.
26. The Law department submitted a Draft Smoking Ordinance. After discussion, Chapman made a motion, seconded by Skryd, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
27. The Finance director submitted an MRA agreement with an amended version. Thereafter, Lovero made a motion, seconded by Ramos, to concur and approve as amended and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Weiner excused.
28. The Berwyn Fire Chief submitted a communication regarding the recent approval of ambulance purchases. Thereafter, Lovero made a motion to concur and move the MRI Fund into the Fire department's line item budget. After discussion, the motion was withdrawn. Thereafter, Lovero made a motion, seconded by Day, to defer and refer to the Committee of the Whole. The motion carried by a voice vote.

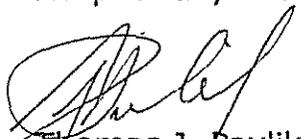
BERWYN CITY COUNCIL MEETING
MARCH 25, 2008

29. The Fleet Manager submitted a request to scrape surplus vehicles. Thereafter, Skryd made a motion, seconded by Chapman, to refer to the Finance director. The motion carried by a voice vote.
30. Consent Agenda items K-1 and K-2
 - K-1 The Budget chairman submitted the payroll for March 19, 2008 in the total amount of \$1,070,889.35.
 - K-2 The Budget chairman submitted the payables for March 25, 2008 in total amount of \$1,412,777.51

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

31. The Mayor called a Committee of the Whole meeting for Tuesday, April 8, 2008 at 6:00 p.m. for referrals.
32. Alderman Day called an Education Committee meeting for Thursday, April 24, 2008 at 7:00 p.m.
33. Alderman Skryd called an Administration Committee meeting for Monday, April 14, 2008 at 6:30 p.m. for referrals.
34. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Skryd, to adjourn at the hour of 9:55 p.m. by a unanimous voice vote.

Respectfully submitted,



Thomas J. Pavlik
City Clerk

MINUTES
COMMITTEE OF THE WHOLE
MARCH 25, 2008

1. The Committee of the Whole was called to order by Mayor O'Connor at 6:10 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Skryd, Day, Lovero, Erickson. Absent: Weiner, Phelan.

2. The Mayor referred to Finance director, Stephanie Walker, regarding General Fund Revenues. Walker gave a presentation regarding Budget variances and budget expenditures and changes in the Fund balance as of December 31, 2007, see attached. Walker went on to review the budgetary shortfalls and summary of net losses for 2007, which were at \$2,885,213, also see attached January and February summary of revenues and summary of expenses.
Treasurer Pater present at 6:20 p.m.
The Mayor asked Council if they had any questions for the Finance director, aldermen had none.

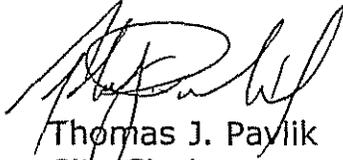
3. Health Insurance renewal-The Mayor recognized City of Berwyn broker, Vincent Bertuca, who introduced two representatives from UniCare Health Insurance, who presented a quote to the city at 6% under the Blue Cross/Blue Shield plan. Mr. Bertuca noted that he successfully negotiated the Blue Cross/Blue Shield increase down to 1.2% over last year and noted that this was a minimal increase. Alderman Lovero questioned the amount of savings provided with Unicare verses Blue Cross/Blue Shield, answer, approximately \$284,000. Lovero then questioned if the unions are okay with the UniCare proposal, answer, this is the first time the Council is looking at it and that this proposal has not yet been presented to the unions. Bertuca stated that he is asking for approval tonight from the City Council and if not, it would push back the renewal date. UniCare stated that they are leaving the option open for two weeks. Bertuca cautioned on the renewal timeframe and getting completed by May 1, 2008. Alderman Chapman questioned the renewal rate for next year and if UniCare is offering a rate cap. UniCare answered that a rate cap will be in place, based on the use table. The Mayor is seeking direction on approval at tonight's City Council. After discussion, consensus is to defer for two weeks and bring UniCare to the unions' attention, aldermen 6-0 in favor.

4. Berwyn Development Corporation presentation-The Mayor recognized Antonio of the BDC who handed out a marketing proposal, see attached, and presented a slide show presentation regarding the city marketing program and media planning proposal with a target date for a bill board campaign set for May 19, 2008. After discussion and consideration, it was the recommendation of the Council to go with option No. 1 at a cost of approximately \$138,000. The matter will be up for approval at tonight's city council meeting.
5. BDC presentation regarding the Multi Cultural Children's museum, see attached proposal, for including the museum into the new parking deck plans on Grove Avenue.
Alderman Phelan present at 7:15 p.m.
The BDC is asking for a recommendation from the city council for a roof top site or 1st floor options. Option 4 would be a 1st floor retail and a museum on an additional roof top level. Consensus to move forward with a development plan and cost analysis for option for an alternative of option 3 which would replace the first level retail with a multi cultural museum, consensus, 6-1 in favor with Erickson against.
6. The BDC TIF extension-Anthony Griffin of the BDC reported on plans for a Joint Review Board to explore intergovernmental agreements with other taxing boards. Griffin went on to explain difficulties in getting school boards to agree to extend and asked City Council for consensus to increase the revenue sharing offer for the intergovernmental agreements, consensus, 7-0 in favor.
7. Item E-1 BDC communication regarding the Berwyn Parking Structures Owners Representative with the recommendation of going with Alfred Benesh and also discussed including the new parking garage into the Depot District TIF.
8. Multi Unit Crime Free ordinance-The Mayor recognized Dawn Rinehart who handed out an amended ordinance which includes Alderman Lovero's concerns and suggestions, see attached with additions highlighted. The Mayor then recognized members of the audience who voiced concerns. Questions included the Appeal Boards and a request that a member from the Realtors Association be part of that board. Howard Handler of the West Town Board of Realtors Association, who asked that a member of the Board work with the city in the creation or amendments and not to take action tonight or until a chance for the West Town Board of Realtors can sit down and discuss actions with the City. Dick Dolesh spoke against the ordinance and stated that it works against the landlords.

COMMITTEE OF THE WHOLE
MARCH 25, 2008

9. The Mayor requested a motion to go into closed session to discuss land acquisition. Thereafter, Ramos made a motion, seconded by Chapman, to close the Committee of the Whole at 8:03 p.m.
10. Day made a motion, seconded by Ramos, to reopen and adjourn the Committee of the Whole at the hour of 11:25 p.m. The motion carried.

Respectfully submitted,



Thomas J. Paylik
City Clerk

Section D

Bid Openings – Tabulations

D-1

LEGAL NOTICE / PUBLIC NOTICE

**NOTICE TO BIDDERS
CITY OF BERWYN**

TIME AND PLACE OF OPENING OF BIDS:

Sealed Proposals for the improvement described below will be received at the office of the **City Clerk, City of Berwyn, 6700 W. 26th Street, Berwyn, Illinois 60402**, in Cook County, Illinois until **12:00 p.m., April 4, 2008**. Proposals will be opened and read publicly at **8:00 p.m., April 8, 2008**.

DESCRIPTION OF WORK:

Name: Tree Trimming
Proposed Improvement: Tree trimming at various locations throughout the City

BIDDERS INSTRUCTIONS:

1. Plans and proposal forms will be available in the office of **Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, 630/887-8640**, for a non-refundable fee of \$35.00.
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

**By Order of
MAYOR & CITY COUNCIL**

By: Thomas J. Pavlik, City Clerk (s)

March 21, 2008
Suburban Life Publications 7306 BER

D-2

LEGAL NOTICE / PUBLIC NOTICE

**NOTICE TO BIDDERS
CITY OF BERWYN**

TIME AND PLACE OF OPENING OF BIDS: Sealed Proposals for the improvement described below will be received at the office of the City Clerk, City of Berwyn, 6700 W. 26th Street, Berwyn, Illinois 60402, in Cook County, Illinois until 12:00 p.m., April 4, 2008. Proposals will be opened and read publicly at 8:00 p.m., April 8, 2008.

DESCRIPTION OF WORK:

Name: Sewer Cleaning & Televising
Proposed Improvement: Cleaning and televising of existing combined sewers on local and arterial streets at various locations throughout the City.

BIDDERS INSTRUCTIONS:

1. Plans and proposal forms will be available in the office of **Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, 630/887-8640, for a non-refundable fee of \$35.00.**
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".

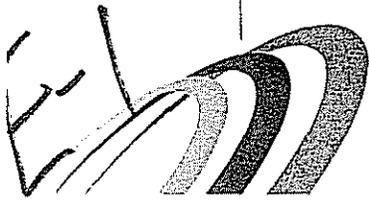
**By Order of
MAYOR & CITY COUNCIL**

By: Thomas J. Pavlik, City Clerk (s)

March 21, 2008
Suburban Life Publications 7305 BER

Section E

Berwyn Development Corp.
Berwyn Township/Health District



Berwyn development April 8, 2008
CORPORATION

To: City of Berwyn Mayor Michael O'Connor and the City Council

Re: Roosevelt Road Consultant and Contract Approval

The City of Berwyn and the Village of Oak Park secured, in partnership an "Illinois Tomorrow" grant through the Illinois Department of Transportation to create a study of the Roosevelt Road Corridor. The study, known as the Farr Plan, was adopted by the City Council in 2003. In 2006 the Town of Cicero joined with Berwyn and Oak Park to work collaboratively in an effort to improve the Roosevelt Road Corridor, this led to the Intergovernmental Agreement signing in April of 2007. In November 2007, council approved an RFP drafted by the Roosevelt Road Advisory Committee. The RFP was for consulting services for the creation of a uniform streetscape design plan and comprehensive zoning regulations throughout the corridor.

The RRAC received three qualified RFP submittals and conducted interviews with all firms. Following a review of submittals by all three municipalities' staff and the RRAC committee, Duncan Associates was chosen as the recommended consultant team.

Attached for review is the consultant contract with Duncan Associates and the Intergovernmental Agreement between Berwyn, Oak Park, and Cicero. It was determined the most efficient method of contract administration would be to designate one municipality as the main contact, Oak Park. An IGA was then drafted as an element of the consultant contract which holds all municipalities equally liable and states the financial obligations; Oak Park 50%, Berwyn 42%, Cicero 8% (based on linear square feet of the corridor). All legal documents were either reviewed or drafted by Joe Montana of Odelson & Sterk in representation of the City of Berwyn.

We are recommending the approval of Duncan Associates, in addition to the approval of the attached consultant contract and municipality IGA. Upon the approval by all three municipalities, work will commence between the RRAC and consultant team.

Respectfully Submitted,

Anthony Griffin, Executive Director
Berwyn Development Corporation

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

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE OF OAK PARK, THE CITY OF BERWYN AND THE TOWN OF CICERO
TO CONTRACT FOR CONSULTING SERVICES FOR A STREETScape DESIGN
PLAN AND ZONING REGULATIONS FOR ROOSEVELT ROAD**

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

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

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE OF OAK PARK, THE CITY OF BERWYN AND THE TOWN OF CICERO TO
CONTRACT FOR CONSULTING SERVICES FOR A STREETScape DESIGN PLAN
AND ZONING REGULATIONS FOR ROOSEVELT ROAD**

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, Illinois State Route 38 (the "*Roosevelt Road*") is a major east-west thoroughfare that runs within the corporate boundary of the City of Berwyn, the Village of Oak Park and the Town of Cicero (collectively the "*Municipalities*"); and

WHEREAS, On April 4, 2007, the Municipalities entered into a certain intergovernmental agreement to create an advisory planning committee to coordinate planning and beautification efforts and to recommend improvements for Roosevelt Road; and

WHEREAS, the Municipalities are contemplating the execution of an Intergovernmental Agreement by and between the Village of Oak Park, the City of Berwyn and the Town of Cicero to Contract for Consulting Services for a Streetscape Design Plan and Zoning Regulations for Roosevelt Road (the "*Intergovernmental Agreement and Contract*"), a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, it is the desire of the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") to provide for the revitalization of Roosevelt Road in order to ameliorate potential blighting conditions and enhance the tax base of the City and other affected taxing districts as well as provide additional employment opportunities and entertainment and retail venues for the citizens of the City; and

WHEREAS, the Corporate Authorities find that the revitalization of Roosevelt Road will add to the health, safety, welfare and prosperity of the residents and business owners of the City and that the Intergovernmental Agreement and Contract will provide for an effective utilization of the financial and planning resources of the Municipalities; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the City to coordinate efforts with the Municipalities to contract for consulting services for the creation of a uniform streetscape design plan and comprehensive zoning regulations for the Roosevelt Road corridor by entering into the Intergovernmental Agreement and Contract.

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

Section 1. That the above recitals and findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Intergovernmental Agreement and Contract, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this City Council, with such necessary changes as may be approved by the Mayor.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and Contract and any and all other document necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The Finance Director and City Attorney are hereby authorized to undertake actions on the part of the City as contained in the Intergovernmental Agreement and Contract and this Ordinance to complete satisfaction of any conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this

_____ day of April 2008, pursuant to a roll call vote, as follows:

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

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

Michael A. O'Connor
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK, THE CITY OF BERWYN AND THE TOWN OF CICERO TO CONTRACT FOR CONSULTING SERVICES FOR A STREETScape DESIGN PLAN AND ZONING REGULATIONS FOR ROOSEVELT ROAD

THIS INTERGOVERNMENTAL AGREEMENT (the "*Agreement*") is entered into by and between the Village of Oak Park (the "*Oak Park*"), an Illinois municipal corporation, the City of Berwyn (the "*Berwyn*"), an Illinois municipal corporation, and the Town of Cicero (the "*Cicero*"), an Illinois municipal corporation (hereinafter collectively referred to as the "*Municipalities*," and individually referred to as the "*Municipality*," "*Each Municipality*" or "*Any Municipality*").

WITNESSETH

IN CONSIDERATION of the preliminary statements hereinafter set forth, the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the parties which have resulted in this Agreement are the following:

A. The Municipalities are Illinois home rule municipal corporations pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and are authorized to exercise and perform any function pertaining to their government and affairs.

B. Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance.

C. The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the “Act”) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings.

D. Illinois State Route 38 (the “*Roosevelt Road*”) is a major east-west thoroughfare that runs within the corporate boundaries of the Municipalities, a copy of the boundaries of the Roosevelt Road corridor is attached hereto and made a part hereof as Exhibit A.

E. On April 4, 2007, the Municipalities entered into a certain intergovernmental agreement to create an advisory planning committee to coordinate redevelopment efforts and to recommend improvements for Roosevelt Road (the “*Intergovernmental Agreement*”).

F. Pursuant to the Intergovernmental Agreement an advisory committee known as the Roosevelt Road Advisory Committee (the “*RRAC*”) was created to coordinate planning and beautification efforts.

G. The RRAC was charged with the task of drafting request for proposals to engage consultants, planners and other such professionals to develop a shared vision and mutual understanding of approach to the redevelopment and revitalization of Roosevelt Road.

H. The corporate authorities of the Municipalities wish to enter into this Agreement to contract for consulting services for the creation of a uniform streetscape design plan and comprehensive zoning regulations for Roosevelt Road.

I. The various undertakings by the Municipalities set forth in this Agreement relate to the respective government and affairs of the Municipalities.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village of Oak Park, City of Berwyn and Town of Cicero hereby agree, as follows:

Section 1. Incorporation of Recitals

The Municipalities agree that the recitals of this Agreement are true and correct and are hereby incorporated into this Agreement as if fully set forth herein.

Section 2. Contract for Consulting Services for Streetscape Design and Zoning Regulations

Pursuant to the joint powers of the corporate authorities of the Municipalities, the Illinois Constitution and the authorization of the Act, Oak Park, Berwyn and Cicero hereby federate together in a cooperative venture to contract for certain consulting services for the creation of a streetscape design plan and zoning regulations (the "*Contract*"), a copy of the Contract is attached hereto and made a part hereof as Exhibit B.

Section 3. Administration of the Contract and Payment

Each Municipality covenants and agrees to authorize Oak Park to administer the Contract with the "Consultant," as such term is described in the Contract. As administrator, Oak Park agrees it shall act in the best interests of Each Municipality, including, but not limited to, not providing preferential treatment to any one Municipality over another. Oak Park shall use its best efforts to promptly notify via facsimile transmission or United States first class mail Each Municipality of any decisions made with respect to the Contract and to keep Each Municipality reasonably informed of any significant developments which arise pursuant to the services rendered under the Contract. Each Municipality further covenants and agrees to be responsible

for the payment of all services and cost to the Consultant in the percentages contained in the Contract and as described, as follows: Oak Park 50%, Berwyn 42% and Cicero 8%. The Municipalities shall direct the Consultant to provide its monthly invoice for services rendered to Oak Park. Oak Park shall in turn distribute copies of each invoice so received to Berwyn and Cicero within five (5) business days of its receipt of the same. Each Municipality shall review each invoice and communicate its approval or disapproval to the other Municipalities. A disapproval must be accompanied by a detailed explanation for the same. The Municipalities shall attempt to resolve invoice issues between one another and/or with the Consultant. Once Each Municipality has communicated its approval of the invoice to the other Municipalities, Each Municipality shall pay its prorata share of each invoice directly to the Consultant. If invoice issues cannot be resolved either between the Municipalities or between the Consultant and the Municipalities after a good faith effort to do so, Each Municipality shall be free to determine its own course of action with regard to the payment of its prorata share of the invoice in question. Nothing in this Agreement shall be deemed to create joint and several liability among any of the Municipalities. It is expressly understood between the Municipalities that any additional cost incurred by the Consultant outside of those costs contained in the Contract and as requested by a particular Municipality is to be paid by said Municipality only.

Section 4. Continued Cooperation

The Municipalities agree to continue to cooperate and work together to promote and achieve the goals of the Contract and this Agreement.

Section 5. Mutual Release, Hold Harmless and Waiver of Claims

Oak Park for itself and for its legal representatives, successors and assigns does hereby release and forever holds harmless and discharges Berwyn and Cicero, individually and

collectively, its officials, officers, agents, employees, attorneys, representatives and contractors from any and all claims, demands and causes of action that Oak Park has or may have or that might subsequently accrue to Oak Park arising out of or connected, directly or indirectly, from Oak Park entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, in whole or in part, and any injury, damage, loss or cost incurred, suffered or claimed by any party as a result of or in consequence thereof.

Berwyn for itself and for its legal representatives, successors and assigns does hereby release and forever holds harmless and discharges Oak Park and Cicero, individually and collectively, its officials, officers, agents, employees, attorneys, representatives and contractors from any and all claims, demands and causes of action that Berwyn has or may have or that might subsequently accrue to Berwyn arising out of or connected, directly or indirectly, from Berwyn entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, in whole or in part, and any injury, damage, loss or cost incurred, suffered or claimed by any party as a result of or in consequence thereof.

Cicero for itself and for its legal representatives, successors and assigns does hereby release and forever holds harmless and discharges Oak Park and Berwyn, individually and collectively, its officials, officers, agents, employees, attorneys, representatives and contractors from any and all claims, demands and causes of action that Cicero has or may have or that might subsequently accrue to Cicero arising out of or connected, directly or indirectly, from Cicero entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, in whole or in part, and any injury, damage, loss or cost incurred, suffered or claimed by any party as a result of or in consequence thereof.

Section 6. Default

The Municipalities agree to work in good faith to mutually resolve any disputes occurring or arising out of the performance of this Agreement. The Municipalities agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement. It is the intent of the Municipalities, as reflected by the terms of this Agreement, to ensure compliance and fulfillment with the terms and provisions of this Agreement as may be necessary to give effect to the objectives of this Agreement. The waiver by any Municipality of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Should problems between the Municipalities occur or arise out of the performance of this Agreement and the Municipalities are unable to resolve said in a mutually agreeable way, the Municipalities agree that claims against the other relating to the performance of this Agreement may be brought in a civil action. Should any dispute arising out of this Agreement lead to litigation, the prevailing Municipality shall not be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 7. Venue

The internal laws of the State of Illinois shall govern all questions and interpretations concerning the validity, construction, and enforcement of this Agreement and the legal relations between the Municipalities. The Municipalities agree that for the purpose of any litigation related to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, or the United States District Court, Northern District of Illinois (Chicago), and the parties consent to *in personam* jurisdiction of said courts for any such action or proceeding.

Section 8. Notice

All notices, demand, requests or other writings which any Municipality is required to, or may wish to, serve upon any other Municipality in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by facsimile transmission with an original sent by United States first class mail, postage prepaid on the same date; (b) on the business day following the day such notice or other communication is sent by reputable overnight courier; or, (c) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, to the following:

If to Village of Oak Park: Village of Oak Park
Office of the Village Attorney
123 Madison Avenue
Oak Park, Illinois 60302

If to City of Berwyn: Berwyn Development Corporation
Office of the Executive Director
3322 South Oak Park Avenue, 2nd floor
Berwyn, Illinois 60402

City of Berwyn
Office of the City Attorney
6700 West 26th Street
Berwyn, Illinois 60402

If to Town of Cicero: Town of Cicero
Town Project Manager
4937 West 25th Street
Cicero, Illinois 60804

Town of Cicero
Office of the Town Attorney
4937 West 25th Street
Cicero, Illinois 60804

Any Municipality may change the address at which it desires to receive notice upon giving written notice of such request to the other Municipalities in the manner herein specified.

Section 9. General

A. Each of the Municipalities to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority of their respective governing body to enter into and perform its obligations hereunder and that such obligations shall be binding upon such Municipality, without the requirement of the approval or consent of any other person or entity in connection herewith. This Agreement shall be binding on the Municipalities and their respective successors, including successors in office.

B. This Agreement contains the entire understanding between the Municipalities hereto with respect to the subject matter herein as of its execution. There are no promises, representations, agreements, or understandings (whether oral or written) between or among any of the Municipalities relating to the subject matter of this Agreement that are not fully expressed herein and each Municipality expressly acknowledges that no representation or warranties have been made which have not been set forth herein.

C. This Agreement shall be deemed and construed to be the joint and collective work product of the Municipalities and, as such, this Agreement shall not be construed against a Municipality, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

D. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary thereof or otherwise) other than the Municipalities.

E. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any rights, remedies and benefits allowed by law.

F. Nothing in this Agreement is intended or shall be construed as establishing a relationship of agency, partnership, or joint venture between the Municipalities hereto. Each Municipality hereto shall retain the sole right to control its own employees and the affairs and conduct of its employees and representatives shall be the sole responsibility of the participating Municipality.

G. The Municipalities shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in the best interest of that certain Municipality as from time to time determined by its corporate authorities.

Section 10. Amendments

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Municipalities hereto as required by law.

Section 11. Assignment

This Agreement shall not be assigned by any Municipality without the express written consent of the other Municipalities, in the sole discretion of the other Municipalities.

Section 12. Severability

The terms, conditions and provisions of this Agreement shall be severable, and if any term, condition or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be effective by such determination, unless the Agreement can no longer be performed by any Municipality.

Section 13. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Municipality. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

Section 14. Effective Date

The Effective Date of this Agreement shall be the date on which the last Municipality signs this Agreement.

Section 15. Term of Agreement

This Agreement shall be in full force and effect for the duration of any and all undertakings and obligations contained in the Contract between the Municipalities and the parties as therein stated.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement on the Effective Date as set forth below and described in this Agreement.

BY: _____
Village President
Village of Oak Park

Date: _____

ATTEST:

Village Clerk

BY: _____
Mayor
City of Berwyn

Date: _____

ATTEST:

City Clerk

BY: _____
Town President
Town of Cicero

Date: _____

ATTEST:

Town Clerk

EXHIBIT A

Map of Roosevelt Road Corridor Boundary

EXHIBIT B

Contract for Consulting Services

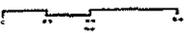


Exhibit A: Roosevelt Road Corridor Boundaries
Between Harlem Avenue to the west and Austin Boulevard to the east.
 Village of Oak Park, City of Berwyn, Town of Cicero, IL



Legend

-  Oak Park Boundary - (8,192 feet)
-  Berwyn Boundary - (6,052 feet)
-  Cicero Boundary - (1,340 feet)



**CONTRACT FOR CONSULTING SERVICES
RELATED TO THE CREATION OF
A STREETScape DESIGN PLAN AND ZONING REGULATIONS
FOR ROOSEVELT ROAD BETWEEN
AUSTIN AVENUE (6000W) AND HARLEM AVENUE (7200W)
BETWEEN THE VILLAGE OF OAK PARK, THE CITY OF BERWYN, THE TOWN
OF CICERO AND DUNCAN ASSOCIATES**

CONTRACT FOR CONSULTING SERVICES
RELATED TO THE CREATION OF
A STREETScape DESIGN PLAN AND ZONING REGULATIONS
FOR ROOSEVELT ROAD BETWEEN AUSTIN AVENUE (6000W) AND
HARLEM AVENUE (7200W) BETWEEN THE VILLAGE OF OAK PARK, CITY
OF BERWYN, TOWN OF CICERO (collectively "Owner")
AND DUNCAN ASSOCIATES

In consideration of the mutual promises set forth below, the Village of Oak Park, an Illinois municipal corporation, City of Berwyn, an Illinois municipal corporation, Town of Cicero, an Illinois municipal corporation, and James Duncan and Associates, Inc. (d/b/a Duncan Associates), a Texas Subchapter S corporation ("Consultant"), make this contract ("Contract") as of the 07 day of April 2008 [Oak Park] 08 day of April 2008 [Cicero and Berwyn], and hereby agree as follows:

ARTICLE I: THE SERVICES

1.1 Performance of the Services

Consultant shall perform all of the following planning services, all of which are herein referred to as the "Services":

1. Labor, Equipment, Materials and Supplies. Perform, in the manner described and specified in this Contract, all Services necessary to accomplish the "Project," as defined in Attachment A, which Attachment A is the Scope of Services, in accordance with Attachment B, which Attachment B includes Project Budget, in accordance with Attachment C, which Attachment C is the Schedule of Services, in accordance with Attachment D, which Attachment D includes the Key Project Personnel and Billing Rates, and in accordance with Attachment E, which Attachment E includes the Intergovernmental Agreement between the Village of Oak Park, Town of Cicero, and City of Berwyn authorizing the Village of Oak Park to administer this contract with the Consultant and the party municipalities shall be responsible for payment to the Consultant under the Agreement in the following percentages:

Oak Park 50%
Berwyn 42%
Cicero 8%.
2. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.
3. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with standards of professional practice followed by firms providing similar services and in full compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the date set forth in this Contract as the contract approval date and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract within 36 weeks of the contract approval date herein identified. The time of commencement, rate of progress, and time of completion of the Contract shall be in accordance with the Schedule of Services attached hereto as Exhibit C. The period of time specified in the Schedule of Services attached hereto as Exhibit C is referred to in this Contract as the "Contract Time."

1.3 Required Submittals

- A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information set forth in Attachment A or otherwise required to be submitted by Consultant under this Contract (the "Required Submittals").
- B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and within five (5) business days of Owner's reasonable written request. Owner shall have the right to require such corrections as may be reasonably necessary to make any Required Submittal conform to this Contract. Owner's review of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner except to the extent that the Owner has approved or authorized any deviation from the Contract requirements.
- C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to a delay in providing Required Submittals conforming to this Contract. Consultant shall not be responsible for delays resulting from circumstances over which the Consultant cannot reasonably be expected to have control.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understands and has had an opportunity to discuss with an attorney, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Budget.

1.7 Consultant's Personnel and Subcontractors

- A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers and e-mail addresses at which the Key Project Personnel can be reached during business hours. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.
- B. Approval and Use of Subcontractors. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner in writing. The subcontractors listed in Attachment D are deemed approved by Owner and are considered "Key Project Subcontractors" who shall not be changed without Owner's prior written approval. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and

as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

- C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its shared cost and expense and except as otherwise provided:

- (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require the Village President and Board of Trustees (the "Corporate Authorities") approval of Owner;
- (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project;
- (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project;
- (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services;
- (e) provide surveys describing physical characteristics, legal limitations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Attachments;
- (f) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; except as otherwise provided in Attachment A;
- (g) provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Attachments;
- (h) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the judgment of Owner to protect Owner's interests with respect to the Project;
- (i) attend Project related meetings; and
- (j) give prompt verbal or written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

- A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.
- B. Payment for Completed Services. In the event of any termination pursuant to Section 1.9A above, Owner shall pay Consultant (1) such direct costs, including profit and overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination and (2) such other costs pertaining to the Services as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services, and the Contract Time within the general scope of this contract ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time or both may be made if the schedule is not constrained to the extent that the Consultant cannot perform the services and provide an acceptable standard of care. Consultant shall submit written notice of a request for the issuance of a Change Order to each Owner's President, Board of Trustees and Project Manager / Planner. A Change Order shall only be issued in conformity with the provisions of Section 33E-9 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-1 et seq).

2.2 Delays

For any delay that may result from causes that could not be reasonably avoided or controlled by Consultant, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted no later than five business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within five business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III: CONSULTANT'S RESPONSIBILITY FOR SERVICES

3.1 Responsibility for Services

- A. Scope of Responsibility. Consultant shall exercise reasonable care in efforts to ensure that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract.
- B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all reports, documents, data, information, and other items and services under this Contract. Consultant shall, promptly

and without charge, provide, to the reasonable satisfaction of Owner, all corrective Services necessary as a result of Consultant's errors, omissions, and negligent acts.

3.3 Risk of Loss

Except as provided otherwise in this Contract, the services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of the Consultant. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits, as follows: General Liability Insurance, including Automobile Liability Insurance, with coverage limits of \$3,000,000 in the aggregate and \$1,000,000 per occurrence for personal injury and coverage limits of \$1,000,000 in the aggregate and \$300,000 per occurrence for property damage. Worker's Compensation Insurance coverage in accordance with statutory limits and Professional Liability Insurance with minimum coverage limits of \$1,000,000. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A and a financial size category of Class VII or better, in Best's Insurance Guide. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to comply with Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits.

4.2 Indemnification

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole

or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of Consultant or its subconsultants or their respective employees.

Owner shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Consultant against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Owner's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Owner, but only to the extent caused by the negligence of Owner, its consultants and subconsultants or its respective employees. No liability shall exceed each Owner's proportion of payment, which is set forth as a percentage in Section 1.1 of this Contract.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment B ("**Contract Budget**"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits, and Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

- A. Payment in Installments. The Contract Price shall be paid in installments not more frequently than once each month ("**Progress Payments**"). Payments will be made within 30 days of receipt of Consultant's pay request.

- B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase. Consultant shall submit pay requests by the 10th day of the month or submit a pre-arranged payment schedule for invoicing in conjunction with Scope of Services and schedule.

5.4 Final Acceptance and Final Payment

The Services shall be considered complete on the date of final written acceptance by Owner of the Services, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as Consultant reserved in writing at the time of submitting its invoice for final payment.

5.5 Deductions

- A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's rights or remedies, Owner shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) claims of subcontractors, suppliers, or other persons performing consultants services; (4) delay in the progress or completion of the Services; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including attorneys' fees and administrative costs, of correcting

any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract. Owner must notify consultant of cause for withholding within 14 days of receiving invoice.

- B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Section 5.5A of this Contract until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI: REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("**Event of Default**"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Contract.

2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for services properly performed prior to termination.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding amount of consultant fee, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner but not exceeding amount of consultant fee.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it

shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Except for the performance of Consultant's services by Consultant's subcontractors as approved by Owner, neither Owner nor Consultant shall (1) assign this Contract in whole or in part or (2) assign any of their respective rights or obligations under this Contract. Consultant shall not assign any payment due or to become due under this Contract without the express written approval of the Owner, which approval shall not unreasonably be withheld; provided, however, that Owner's prior written approval shall not be required for assignment of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be disclosed for any purpose other than performance of the Services or as otherwise allowed in this Contract.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner. Any failure or delay by Owner or Consultant to assert its rights under the Contract or applicable law against the other party in any given instance or number of instances shall not result in a waiver of the right to timely assert such rights under the Contract or applicable law in any other instance.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person, or delivered by commercial courier or messenger service or sent via fax on a business day at the address or fax number set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Attention: Craig Failor, Village Planner, Fax 708 358-5114

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Duncan Associates
117 N Jefferson Street
Chicago, Illinois 60661
Attention: Kirk Bishop, Principal, Fax 312.993.7609

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. This Contract shall be governed by the laws of the State of Illinois in all respects as to interpretation and performance. Any and all legal proceedings of any kind arising in connection with this Contract shall be in the Circuit Court of Cook County, Illinois. The Consultant expressly agrees to submit to the jurisdiction of the Circuit Court of Cook County, Illinois for all purposes and intents. The Consultant agrees that service of process on it may be made, at the option of the Owner, by certified mail addressed to any party or office as provided in the section marked as Notices of this Contract, or by personal delivery on any officer, director or legal representative of the Consultant as provided in the section marked as Notices of this Contract.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time; provided that Consultant shall be entitled to an equitable adjustment in the Contract sum and time for any changes in services required by such amendment or modification.

7.11 Compliance with Laws and Grants

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services. SCB shall receive notification of any special conditions prior to project start.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

7.12 Documents

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services ("Documents") shall be and remain the property of Owner upon completion of the project and payment to the Consultant all amounts then due. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents, as required by this paragraph. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract. Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner

shall have 90 days after receipt of any such notice to given notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.13 Consultant shall have the right to include among Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by Consultant or its subconsultants under this Contract (collectively "**Work Products**"); provided that such Work Products which Consultant will have the right to use pursuant to this Paragraph 7.13 shall not include Owner's or third parties' confidential or proprietary information if Owner has previously advised Consultant in writing of the specific information considered by Owner or such third parties to be confidential or proprietary. Owner shall provide professional credit for Consultant in Owner's development, promotional and other materials which include Consultant's Work Products.

7.14 Owner acknowledges and agrees that the Work Products which Consultant or its subconsultants will be preparing and delivering to Owner under this Contract will be conceptual or schematic in nature and therefore for illustrative purposes only and NOT for use for construction. Owner also acknowledges and agrees that the Work Products will NOT be intended for use as the basis for preparing more detailed and refined drawings and other design documents, including but not limited to construction drawings, specifications and other construction documents, without independent review and verification as to the appropriateness, constructability, construction cost and safety of the design by one or more other design professionals who are licensed or registered and otherwise authorized to practice design professional services in the jurisdiction where the Project is to be located. Owner agrees to indemnify, hold harmless and defend Consultant and its subconsultants from and against any claims and liability arising out of the use of the Work Products, whether by Owner, or Owner's design professional(s) for construction or for the preparation of other design or construction documents, whether such Work Products be in the form prepared and delivered by Consultant or its subconsultants or in modified form.

7.15 Time

Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.16 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.17 Entire Agreement

Other than the Intergovernmental Agreement dated, March 29, 2007 between the Village of Oak Park, Town of Cicero, and City of Berwyn, this Contract, including attachments, sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

7.18 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

Attest/Witness:

By: _____

Title: Village Clerk

Title:

Attest/Witness:

By: _____

Title:

- Attachment A: Scope of Services**
- Attachment B: Project Budget**
- Attachment C: Schedule of Services**
- Attachment D: Key Project Personnel**
- Attachment E: Intergovernmental Agreement/Oak Park Contract Administrator**

Attachment A Work Program

Phase 1: Initial Review and Analysis

During phase 1, the Consultant will work with staff, local officials, participating jurisdictions, representative interest groups and the general public to launch project and identify key planning, zoning and streetscape design issues to be addressed.

1.1: Project kick-off meeting/corridor tour (*Meeting #1*)

The Consultant will attend a meeting with staff to discuss logistical, organizational and substantive issues and participate in a staff-guided walking tour of corridor.

1.2: Data collection and field work

The Consultant will work with staff to obtain copies of relevant data and information. The Consultant will also conduct independent on-site reviews to gather field measurements, photographs and more specific spot-surveying. *(Note: a full survey of each block for final streetscape design will be prepared in the Construction/Bid Documents phase, which is not part of this work program or contract.)*

1.3: Data review (plans, ordinances, studies)

The Consultant will initiate review of relevant data, plans, ordinances and studies provided by participating jurisdictions.

1.4: Base mapping

The Consultant will prepare project maps based on GIS data and aerial photos provided by each municipality, including enlarged base maps of each block that will be used to inventory streetscape conditions.

1.5: Traffic assessment

The Consultant will review existing traffic conditions, including turning movements, lane widths, parking lanes, truck use (including service area access), and traffic counts (provided by IDOT or participating municipalities).

The Consultant will confirm or adjust Roosevelt Road Planning Study concept for the future cross-section of the roadway. *(Note: Information from this task will inform the form-based zoning phase regarding ideal sidewalk widths, driveway locations, loading issues, and alley conditions. The information will also inform the streetscape design phase regarding future roadway changes that will affect streetscape conditions such as sidewalk widths and bump-outs, street crossings, and medians.)*

1.6: Parking assessment

The Consultant will review existing parking conditions, including on-street/off-street counts and current and future building space by land use to determine if parking supply

Roosevelt Road
Streetscape Design and Form-based Zoning Project

matches existing needs and the future needs, as anticipated in the preceding (Farr Associates-led) Planning Study. *(Note: Information from this task will help inform the form-based zoning phase regarding parking ratios and the location and configuration of off-street parking facilities.)*

1.7: RRAC meeting (Meeting #2)

The Consultant will meet with the Roosevelt Road Advisory Committee to discuss the project and receive initial input.

1.8: Stakeholder listening sessions

The Consultant will conduct up to 16, one-hour “listening sessions” with individuals and groups (external stakeholders). These sessions are intended to provide an early sense of challenges and opportunities, as perceived by property owners, neighborhood residents, design professionals, developers and others. *(Note: these listening sessions are not intended to duplicate the preceding Farr-led Roosevelt Road Planning Study process, but will focus more specifically on zoning issues and streetscape conditions/opportunities.)*

1.9: Website launch

The Consultant will establish and host a website (www.rooseveltroad.com), which will serve as a portal for the public to obtain information, such as project schedule, frequently asked questions (FAQs), meeting announcements, and draft work products.

1.10: Media coverage (press release/press conference) (Meeting #3)

The Consultant will prepare a press release announcing the project, its intended outcomes and opportunities for public involvement. The Consultant will also participate in a press conference with local officials from participating jurisdictions.

1.11: Community meeting/workshop (Meeting #4)

The Consultant will assist staff and the RRAC with facilitation of a community meeting/workshop that will signal the beginning of an on-going, open and transparent public involvement process. At this workshop, the Consultant will solicit community and stakeholder input on issues, opportunities and public concerns and address fundamental principles of zoning, traffic, and streetscape.

Phase 2: Form-Based Zoning Regulations

2.1: Code Review

The Consultant will review existing zoning, subdivision, landscaping, and sign regulations from each participating jurisdiction and compare such regulations to the goals of the preceding Roosevelt Road Planning Study. The Consultant will prepare an outline of code issues and needs related to the future improvement and development of the corridor.

2.2: Initial draft (FBZ) regulations

The Consultant will prepare draft zoning regulations for the Roosevelt Road study area. A form-based zoning approach will be used, with elements of conventional zoning as needed to ensure that the final regulatory strategy is effective and best meets the needs of the three participating jurisdictions. Based on preceding discussion with staff and the RRAC, the regulations may include new overlay zoning districts, new base zoning districts, proposed amendments to existing zoning districts or a combination of approaches. The draft regulations will be based on and serve to implement the land-use and urban design recommendations of the preceding Roosevelt Road Planning Study.

The Consultant will integrate sustainable design principles and objectives into the proposed regulations through the use of mandatory and/or incentive-based provisions. To the extent applicable and appropriate, the U.S. Green Building Council's (pilot version) LEED for Neighborhood Development rating system will be used as a guide for integrating "green" development principles into the draft regulations.

2.3: Staff meeting (*Meeting #5*)

The Consultant will meet with staff to discuss initial draft. Revise initial draft in response to comments received from staff.

2.4: Presentation/workshop (*Meeting #6*)

The Consultant will present the initial draft regulations in a public meeting or workshop.

2.5: Public review draft (FBZ) regulations

The Consultant will revise the initial draft zoning regulations in response to comments received at the public meeting/workshop.

2.6: Public presentation/workshop (2nd) (*Meeting #7*)

The Consultant will present the revised draft regulations in second public meeting or workshop.

2.7: Stakeholder meetings/workshops (*Meeting #8*)

The Consultant will present the revised draft regulations in a stakeholder meeting or workshop.

2.8: Public hearing draft (FBZ) regulations (code integration)

The Consultant will revise the public review draft zoning regulations in response to comments received at (Task 2.5 and 2.6) public meetings/workshops. The Consultant will prepare three separate versions of the draft regulations in order to ensure appropriate integration into Oak Park, Cicero and Berwyn codes/ordinances.

2.9: Public hearings/adoption assistance (*Meeting #9-14*)

The Consultant will participate in up to 6 public hearings (e.g., 1 plan commission and 1 board meeting in each jurisdiction) leading to adoption of the final zoning regulations.

Roosevelt Road
Streetscape Design and Form-based Zoning Project

The Consultant will facilitate presentations and discussions in public hearings leading to adoption of the final zoning regulations.

2.10: Revised/final drafts

The Consultant will prepare up to two revised drafts of the regulations (between hearings) and final versions of regulations, as adopted.

Phase 3: Streetscape Design

3.1: Streetscape Analysis/Preliminary Engineering Report

Building upon the Roosevelt Road Planning Study's streetscape recommendations, the Consultant will assess streetscape conditions along the corridor at a large scale by block. This summary audit will assist the team in more specifically defining streetscape needs and in gaining direction from staff on critical issues and priority projects. It will address:

- Land-uses
- Landscape/Streetscape
- Street Furniture
- Lighting
- Signage
- Infrastructure Conditions
- Turning Movements
- Visibility and Site Lines
- On-Street Parking
- Drainage/Flooding
- Curb-cuts

Also, the Consultant will review streetscape elements and maintenance currently used by each community.

3.2: Engineering Staff Meeting (*Meeting #15*)

The Consultant will conduct a meeting with engineering staff from the three municipalities to review and discuss specific issues that need to be addressed through the process.

3.3: IDOT Meeting (*Meeting #16*)

The Consultant will conduct a meeting with IDOT representatives to review the process and further identify roadway, traffic, or physical issues, challenges or requirements.

3.4: Key Corridor Geometry

The Consultant will assess road and curb alignment impacts, accessibility issues, turning/parking movements and maintenance requirements, as well as the key intersections and pedestrian crossings identified in the Planning Study. The Consultant will evaluate additional traffic calming and pedestrian enhancement opportunities.

3.5: Streetscape Design Concepts

The Consultant will develop a range of two to three streetscape concepts to address the improvement of the overall corridor. The Consultant will develop prototype streetscape treatments and site-specific design concepts where appropriate.

3.6: Sketches, Elevations, and Materials Palette

The Consultant will create supporting images that will help illustrate the key design goals and character of different concepts. These concepts will be in hand-drawn and electronic formats for staff and RRAC review. The Consultant will further explore one or more alternative element palettes that may be consistent with design themes and the goal of unification of the overall corridor.

3.7: Street Lighting Options

The Consultant will investigate the type, layout and distribution of new decorative street lighting and make recommendations regarding lighting and how potential system designs work within IDOT regulations.

3.8: Meeting/Presentation Workshop (*Meeting #17*)

The Consultant will facilitate an informal workshop with staff, the RRAC, stakeholders, and/or municipal officials to review the concepts, solicit feedback, clarify a design direction and discuss the next steps.

3.9: Preliminary Streetscape Plan

Based on input from Staff, RRAC, community stakeholders, and/or municipal boards, the Consultant will refine and develop a preliminary streetscape plan for the corridor. The plan will be prepared at an appropriate scale and will lay out and depict the streetscape design and general location of elements. Drawings will be prepared for each block of the corridor. The drawings along with refined material palettes and sketches will be utilized for the next level of review and “costing.” *(Note: these plans will be prepared to a design development level of detail and will not represent construction/bid documents or specifications. Such documents can be provided at the completion of this project under a separate contract.)*

3.10: Probable Construction Costs

Based on the preliminary streetscape plan and refined quantities, the Consultant will develop preliminary estimates of probable construction costs. These costs would be used by the municipalities to determine a budget and phasing approach to implementation of the plan.

3.11: Presentations to Municipal Boards (*Meetings #18-20*)

The Consultant will present the preliminary streetscape plan to the three municipal boards for review and comment. This work task assumes only one meeting with each board.

3.12: Stakeholder Business Update Meetings (*Meetings #21-22*)

The Consultant will facilitate two additional meetings with the Corridor’s Business Community and applicable stakeholders to discuss finalization of the streetscape plan and working drawings, as well as potential timing and next steps.

Roosevelt Road
Streetscape Design and Form-based Zoning Project

3.13 Minor Plan/Graphic Refinements

The Consultant will make minor modifications to the preliminary streetscape plan and elements package based on staff, committee, and board input.

3.14: Streetscape Timeline/Funding Sources

Based on final recommendations from the three municipal boards, the Consultant will develop a timeline outlining next steps for streetscape design and construction. The Consultant will also identify possible funding sources.

Attachment B Project Budget

PHASE 1: INITIAL REVIEW AND ANALYSIS		Total
1.1: Project kick-off meeting/corridor tour		\$7,980
1.2: Base mapping		\$2,180
1.3: Data collection and field work		\$9,530
1.4: Data review (plans, ordinances, studies)		\$4,226
1.5: Traffic Assessment		\$3,340
1.6: Parking Assessment		\$3,340
1.7: RRAC meeting		\$4,456
1.8: Stakeholder listening sessions (up to 3 meetings)		\$6,595
1.9: Website launch		\$2,740
1.10: Media coverage (press release/press conference)		\$2,460
1.11: Community meeting/workshop		\$6,720
Phase 1 Subtotal		\$53,567
PHASE 2: FORM-BASED ZONING REGULATIONS		
2.1: Code Review		\$5,940
2.2: Initial draft (FBZ) regulations		\$22,280
2.3: Staff meeting		\$1,340
2.4: Presentation/workshop		\$1,340
2.5: Public review draft (FBZ) regulations		\$15,320
2.6: Second presentation/workshop		\$2,940
2.7: Stakeholder meetings/workshops		\$2,140
2.8: Final draft (FBZ) regulations (code integration)		\$8,900
2.9: Public hearings		\$8,040
2.10: Revised FBZ draft		\$9,640
Phase 2 Subtotal		\$77,880
PHASE 3: STREETSCAPE DESIGN		
3.1: Streetscape analysis/preliminary engineering report		\$6,852
3.2: Engineering staff meeting		\$3,620
3.3: IDOT meeting		\$3,620
3.4: Key corridor geometry		\$6,558
3.5: Streetscape design concepts		\$8,934
3.6: Sketches, elevations, and materials palette		\$2,760
3.7: Street lighting options		\$2,078
3.8: Meeting/presentation workshop		\$5,380
3.9: Preliminary streetscape plan		\$7,482
3.10: Probable construction costs		\$3,058
3.11: Municipal board presentations		\$9,695
3.12: Stakeholder Business Update Meetings		\$1,020
3.13: Minor plan/graphic refinements		\$3,296
3.14: Streetscape timeline/funding sources		\$4,004
Phase 3 Subtotal		\$68,357
	Professional Services Fee =	\$199,804
	Expenses =	\$19,980
	Grand Total =	\$219,784

Attachment C Schedule of Services

	Estimated Completion: Weeks from Project Start
PHASE 1: INITIAL REVIEW AND ANALYSIS	
1.1: Project kick-off meeting/corridor tour	2.5
1.2: Base mapping	3.5
1.3: Data collection and field work	5
1.4: Data review (plans, ordinances, studies)	5
1.5: Traffic Assessment	6
1.6: Parking Assessment	6
1.7: RRAC meeting	6.5
1.8: Stakeholder listening sessions (up to 3 meetings)	6.5
1.9: Website launch	2
1.10: Media coverage (press release/press conference)	2.5
1.11: Community meeting/workshop	8
PHASE 2: FORM-BASED ZONING REGULATIONS	
2.1: Code Review	9
2.2: Initial draft (FBZ) regulations	12
2.3: Staff meeting	14
2.4: Presentation/workshop	16
2.5: Public review draft (FBZ) regulations	20
2.6: Second presentation/workshop	22
2.7: Stakeholder meetings/workshops	24
2.8: Final draft (FBZ) regulations (code integration)	26
2.9: Public hearings	30+
2.10: Revised FBZ draft	30+
PHASE 3: STREETScape DESIGN	
3.1: Streetscape analysis/preliminary engineering report	10
3.2: Engineering staff meeting	10
3.3: IDOT meeting	10
3.4: Key corridor geometry	12
3.5: Streetscape design concepts	14
3.6: Sketches, elevations, and materials palette	14
3.7: Street lighting options	14
3.8: Meeting/presentation workshop	16
3.9: Preliminary streetscape plan	20
3.10: Probable construction costs	20
3.11: Municipal board presentations	20
3.12: Stakeholder Business Update Meetings	22
3.12: Minor plan/graphic refinements	24
3.13: Streetscape timeline/funding sources	24

Attachment D Key Project Personnel

PROJECT MANAGEMENT	Firm	Title	Hourly Billing Rate
Kirk Bishop	Duncan Associates	Principal in-charge	\$185
Tom Smith	Duncan Associates	Project Manager	\$150
FORM-BASED ZONING REGULATIONS			
Kirk Bishop	Duncan Associates	Principal	\$185
Tom Smith	Duncan Associates	Project Manager	\$150
Marya Morris	Duncan Associates	Sr. Planner	\$150
Amber Medel	Duncan Associates	Planner	\$100
PHASE 3: STREETScape DESIGN			
Scott Freres	The Lakota Group	Principal	\$240
John LaMotte	The Lakota Group	Principal	\$240
Daniel Grove	The Lakota Group	Sr. Associate	\$170
Zac McConnell	The Lakota Group	Planner/Designer/Mgr.	\$140
Abe Kelly	The Lakota Group	Planner/Designer	\$100
Neil Kenig	KLOA	Principal	\$180
Tim Doran	KLOA	Principal	\$180
Eric Russel	KLOA	Sr. Eng/Principal Associate	\$100
Karen Steingraber, P.E.	Terra Engineering	President	\$189
Jamil Bou-Saab, P.E.	Terra Engineering	Principal	\$165
David Albers, P.E.	Terra Engineering	Project Manager	\$116



April 8, 2008

Mayor Michael O'Connor
Members of the Berwyn City Council

Ladies and Gentlemen:

The BDC Special Events Committee is requesting consideration for the addition of three (3) cruise nights to the BDC special events schedule for calendar year 2008. When the schedule was originally created in the Winter, the cruise nights were excluded due to the concern of construction on both sides of the tracks in the Depot District (Sedgwick and the Municipal Parking Deck). With only the initial phase of the parking deck construction set to begin in late Summer, this concern is alleviated; therefore, the Special Events Committee would like to amend the master schedule to include three (3) cruise nights which are very popular and beneficial for local businesses. The Special Events Committee is cognizant and appreciates the other events that are occurring this year associated with the Centennial Celebration and National Night Out; therefore, dates were selected that will not interfere with other scheduled events (third Tuesday of the month).

The dates 2008 Cruise Nites dates are as follows:

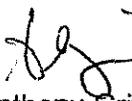
- Tuesday, June 17, 2008—location TBA
- Tuesday, July, 15, 2008—location TBA
- Tuesday, August 19, 2008—location TBA

We are requesting City Council approval and permission for all of the above listed dates. All proper licensing, insurance and free City services (Police, Fire and Public Works support) are necessary and contingent upon your approval.

As in the past, some areas will need to be blocked off for the day of the event and for proper cleanup.

Thank you for your consideration.

Respectfully submitted,


Anthony Griffin, Executive Director
Berwyn Development Corporation

Section F

Reports and Communications From The Mayor

F-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 04/08/08

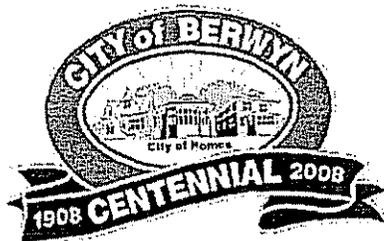
Deferred Communication

Agenda Item F-1 is a Deferred Communication from C C Meeting dated 03/25/08 Agenda item 11

FROM MAYOR

Re: HEALTH INSURANCE RENEWAL

The City of Berwyn



Michael A. O'Connor
Mayor

ITEM NO. _____

DATE MAR 25 2008

DISPOSITION _____

A Century of Progress with Pride

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

March 19, 2008

To: Members of City Council

Re: Health Insurance Renewal

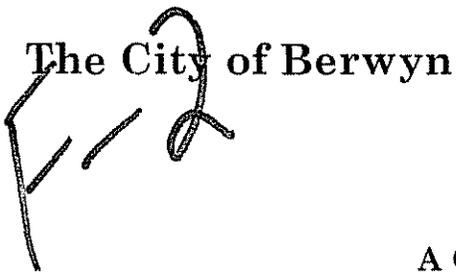
Dear Ladies and Gentlemen:

We will be discussing our renewal of health insurance during the Committee of the Whole meeting this evening. I wish to bring forward the recommendation from committee for action.

Sincerely,

Michael O'Connor
Mayor

MAO/dr



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

April 3, 2008

To: Members of City Council

Re: Health Insurance Renewal

Dear Ladies and Gentlemen:

Our Insurance Broker has presented our renewal for healthcare from Blue Cross/Blue Shield at a reduced rate which can be a savings of \$176,000. However, he has also provided a proposal from Unicare which he believes includes identical services and providers in their network to those of Blue Cross/ Blue Shield and will meet our contractual requirements. A switch to Unicare can provide an additional savings to the city of \$284,000. We have presented the Unicare proposal to the Insurance Committee which included representatives from all of our unions with the hope that they may be able to consider this proposal before our meeting on Tuesday. Our Broker will be on hand to answer your questions during our Committee of the Whole meeting. A decision must be made since our renewal is at hand with our current policy set to expire on April 30, 2008. Your consideration will be appreciated.

Sincerely,

Michael O'Connor
Mayor

MAO/dr



**BlueCross BlueShield
Of Illinois**

March 6, 2008

Mr. Vincent Bertuca
Berwyn Insurance And Financial Services
6446 West Cermak Road
Berwyn, Illinois 60402

Re: City of Berwyn P51642
Renewal Projection for the Period May 1, 2008 through April 30, 2009

Dear Mr. Bertuca:

BlueCross BlueShield of Illinois has reviewed the claims experience for the City of Berwyn in anticipation of the renewal for the contract period May 1, 2008 through April 30, 2009. Please find enclosed our renewal projection for their PPO coverage.

The renewal projection calls for a medical renewal rate increase of 2.5%. The renewal rates are as follows:

	<u>PPO w/Vision</u>	<u>PPO w/out Vision</u>	<u>Vision Only</u>
Single:	\$645.48	\$614.78	\$32.11
Single + 1:	\$1109.08	\$1060.46	\$50.87
Family:	\$1573.22	\$1506.65	\$69.62
Medicare Single:	\$598.04	\$567.77	\$31.63
Medicare Family:	\$1196.09	\$1135.55	\$63.27

Claims Projection

I have outlined below significant elements of our projection:

1. The incurred claims experience period of 10/1/2005 through 9/30/2007 is separated into two twelve-month periods (10/1/2005 – 9/30/2006 [prior] and 10/1/2006 – 9/30/2007 [current]).
2. There was one large claimant in excess of the \$150,000 pooling limit in the current period. The total amount of this claim was \$164,446.
3. The benefit adjustment reflects the changes implemented at previous renewals. The benefit adjustment that resulted from the prescription drug copay change effective 10/1/2007 is reflected in the prescription drug Average Claim Value.
4. The annual trend factors have remained level. The PPO medical trend factor is currently 9.3%, and the prescription drug trend factor is 10.9%
5. The two experience periods are combined, giving 20% weight to the prior period and 80% weight to the current period. We then blend with our manual expected claims costs. The group's experience is given 100% credibility.
6. The PPO Illinois Access Fees have been reduced to 3.5% of projected Illinois discounts.
7. We then add the Illinois Access Fee, risk charges and pooling (\$150,000) to the total blended projected net claims to determine the total cost.

1020 West 31st Street * Downers Grove, Illinois 60515* (630)824-5320 phone * (630)824-5403 fax * www.bcbsil.com

*A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association*



**BlueCross BlueShield
Of Illinois**

8. The desired loss ratio is our Total Administrative Cost, which is 1 minus the desired loss ratio. This year, our administrative costs have decreased to 10.8%, resulting in a Desired Loss Ratio of 89.2%.
9. This year's total projected needed premium compared to current premium results in a 2.5% increase.

Important Changes:

Please refer to the attached 2008 Renewal Updates letter for information about changes to our programs.

On behalf of BlueCross BlueShield of Illinois, thank you for your continued association, and for choosing us as the insurance carrier and network manager for the employees of the City of Berwyn. Please feel free to contact me should you have any questions regarding this renewal.

Sincerely,

Timothy J. Karas
Account Executive

1020 West 31st Street * Downers Grove, Illinois 60515* (630)824-5320 phone * (630)824-5403 fax * www.bcbsil.com

*A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association*

CITY OF BERWYN
2008 RENEWAL RATE - COST SUMMARY

<u>BC/BS HEALTH</u>	<u>EMP.</u>	<u>ANNUAL TOTALS</u>
<u>RATES</u>		
S- 614.78	112	826,264.32
S+1- 1060.46	81	1,030,767.10
F- 1506.65	158	<u>2,856,608.40</u>
		4,713,639.80

<u>BC/BS VISION</u>		
<u>RATES</u>		
S- 32.11	104	40,073.28
S+1- 50.87	75	45,783.00
F- 69.62	157	<u>131,164.08</u>
		217,020.36

<u>AETNA DENTAL</u>		
<u>RATES</u>		
S- 30.56	104	38,138.88
S+1- 72.34	75	65,106.00
F- 87.94	157	<u>165,678.96</u>
		268,923.84

<u>FORT DEARBORN TERM LIFE & AD&D</u>		
<u>RATES</u>	<u>VOLUME</u>	
LIFE - .46/1000	8,675,000	47,886.00
AD&D - .04/1000	3,490,000	<u>1,675.20</u>
		49,561.20

TOTAL COST -	5,249,145.01
EMP. CONTRIBUTION-	96,768.00
TOTAL NET COST-	5,152,377.10



**BlueCross BlueShield
Of Illinois**

March 24, 2008

Mr. Vincent Bertuca
Berwyn Insurance And Financial Services
6446 West Cermak Road
Berwyn, Illinois 60402

Re: City of Berwyn P51642
Renewal Projection for the Period May 1, 2008 through April 30, 2009

Dear Mr. Bertuca:

After our meeting on Wednesday, March 19, I discussed the renewal for the City of Berwyn with the underwriter. While the original requested renewal increase of 2.5% is very fair and reasonable, I understand your concern that the risk charge component of the renewal may not be warranted given the City's recent claims experience.

It is standard for underwriting to include this factor in all premium prospective funding arrangements. However, underwriting has expressed a willingness to work with us. To that end, underwriting has agreed to remove some, but not all, of the original risk charge. As a result, the needed increase is now 1.2%. Please see the new renewal rates below:

	<u>PPO with Vision</u>	<u>PPO without Vision</u>
Single	\$637.23	\$606.93
Single + 1	\$1094.90	\$1046.90
Family	\$1553.12	\$1487.40
Medicare S	\$590.40	\$560.52
Medicare F	\$1180.80	\$1121.04

Please feel free to contact me if I can be of further assistance.

Sincerely,

Timothy J. Karas
Account Executive

1020 West 31st Street * Downers Grove, Illinois 60515 * (630)824-5320 phone * (630)824-5403 fax * www.bcbsil.com

*A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association*

CITY OF BERWYN
2008 RENEWAL RATE - COST SUMMARY
(REVISED -1.3%)

<u>BC/BS HEALTH</u>	<u>EMP.</u>	<u>ANNUAL TOTALS</u>
RATES		
S- 606.93	112	815,713.92
S+1- 1046.90	81	1,017,568.80
F- 1487.40	158	<u>2,820,110.40</u>
		4,653,393.12

<u>BC/BS VISION</u>		
RATES		
S- 30.30	104	37,814.40
S+1- 48.00	75	43,200.00
F- 65.72	157	<u>123,816.48</u>
		204,830.88

<u>AETNA DENTAL</u>		
RATES		
S- 30.56	104	38,138.88
S+1- 72.34	75	65,106.00
F- 87.94	157	<u>165,678.96</u>
		268,923.84

<u>FORT DEARBORN TERM LIFE & AD&D</u>		
RATES	VOLUME	
LIFE - .46/1000	8,675,000	47,886.00
AD&D - .04/1000	3,490,000	<u>1,675.20</u>
		49,561.20

TOTAL COST -	5,176,708.94
EMP. CONTRIBUTION-	96,768.00
TOTAL NET COST-	5,079,940.94



BlueCross BlueShield
Of Illinois

March 25, 2008

Mr. Vincent Bertuca
Berwyn Insurance And Financial Services
6446 West Cermak Road
Berwyn, Illinois 60402

Re: City of Berwyn P51642
Renewal Projection for the Period May 1, 2008 through April 30, 2009

Dear Mr. Bertuca:

I am in receipt of the proposal that you have received from Unicare. Our primary initiative is to retain the relationships we have with all of our large group clients. To that end, I have asked underwriting to re-consider their renewal offer, based on the proposal from Unicare.

I am please to inform you that underwriting has agreed to an overall renewal rate reduction of 1.0%. Please see the new renewal rates below:

	<u>PPO with Vision</u>	<u>PPO without Vision</u>
Single	\$623.37	\$593.73
Single + 1	\$1071.10	\$1024.15
Family	\$1519.35	\$1455.06
Medicare S	\$577.57	\$548.33
Medicare F	\$1155.14	\$1096.66

Please feel free to contact me if I can be of further assistance.

Sincerely,

Timothy J. Karas
Account Executive

1020 West 31st Street * Downers Grove, Illinois 60515* (630)824-5320 phone * (630)824-5403 fax * www.bcbsil.com

*A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association*

CITY OF BERWYN
2008 RENEWAL RATE - COST SUMMARY
(REVISED -3.5% Below Original Renewal)

<u>BC/BS HEALTH</u>	<u>EMP.</u>	<u>ANNUAL TOTALS</u>
RATES		
S- 593.73	112	797,973.12
S+1- 1024.15	81	995,473.80
F- 1455.06	158	<u>2,758,793.70</u>
		4,552,240.62

<u>BC/BS VISION</u>		
RATES		
S- 29.64	104	36,990.72
S+1- 47.20	75	42,480.00
F- 64.29	157	<u>121,122.36</u>
		200,593.08

<u>AETNA DENTAL</u>		
RATES		
S- 30.56	104	38,138.88
S+1- 72.34	75	65,106.00
F- 87.94	157	<u>165,678.96</u>
		268,923.84

<u>FORT DEARBORN TERM LIFE & AD&D</u>		
RATES	VOLUME	
LIFE - .46/1000	8,675,000	47,886.00
AD&D - .04/1000	3,490,000	<u>1,675.20</u>
		49,561.20

TOTAL COST -	5,071,318.60
EMP. CONTRIBUTION-	96,768.00
TOTAL NET COST-	4,974,550.60

CITY OF BERWYN 2000-2008

Savings from Original to Negotiated Final Renewal

2000 - 130,057

2001 -146,117

2002 - 250,609

2003 - 145,632

2004 - 200,908

2005 - 83,420

2006 - 265,647

2007 - 211,177

2008 - 177,826

Total - 1,611,393

CITY OF BERWYN
2008 UNICARE COST SUMMARY
(REVISED)

<u>UNICARE HEALTH</u>	<u>EMP.</u>	<u>ANNUAL TOTALS</u>
RATES		
S- 558.28	112	750,328.32
S+1- 962.99	81	936,026.28
F- 1368.17	158	<u>2,594,050.30</u>
		4,280,404.90

<u>UNICARE VISION</u>		
RATES		
S- 27.87	104	34,781.76
S+1- 44.15	75	39,735.50
F- 60.45	157	<u>113,887.80</u>
		188,405.06

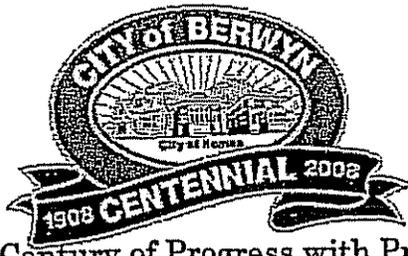
<u>AETNA DENTAL</u>		
RATES		
S- 30.56	104	38,138.88
S+1- 72.34	75	65,106.00
F- 87.94	157	<u>165,678.96</u>
		268,923.84

<u>FORT DEARBORN TERM LIFE & AD&D</u>		
RATES	VOLUME	
LIFE - .46/1000	8,675,000	47,886.00
AD&D - .04/1000	3,490,000	<u>1,675.20</u>
		49,561.20

TOTAL COST-	4,787,294.90
EMP. CONTRIBUTION-	96,768.00
TOTAL NET COST-	4,690,526.90

The City of Berwyn

F-3



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

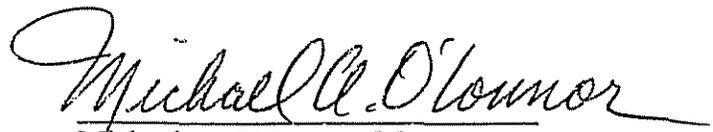
WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

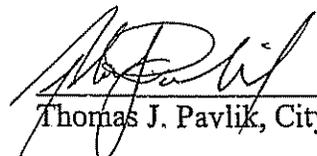
WHEREAS, a program to research your home's history is offered by the Berwyn Historical Society on Saturday, May 10th at 2:00 p.m. at the Berwyn Public Library; and

WHEREAS, "This Place Matters!" is the theme for National Historic Preservation Month 2008, cosponsored by the Berwyn Historical Society and the National Trust for Historic Preservation

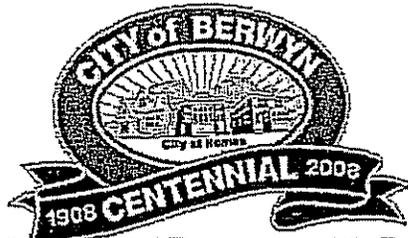
NOW, THEREFORE, I, Michael O'Connor, Mayor of Berwyn, the City of Homes, do proclaim, May 2008, as National Historic Preservation Month, and call upon the people of Berwyn to protect our City's historic homes because they matter and join their fellow citizens across the United States in recognizing and participating in this special observance.

Dated this 8th day of April, 2008


Michael A. O'Connor, Mayor


Thomas J. Pavlik, City Clerk

F-4
The City of Berwyn



Michael A. O'Connor
Mayor

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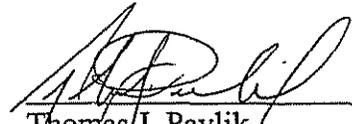
PROCLAMATION

- WHEREAS,** In 1972, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting of trees, this Holiday, called Arbor Day, was first observed with the planting of More that a million trees in Nebraska and is now celebrated Throughout the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling cost, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and;
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and
- WHEREAS,** City of Berwyn has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I Michael A. O'Connor, Mayor of Berwyn, do hereby proclaim April 25, 2008 as ARBOR DAY in the City of Berwyn and I urge all citizens to support efforts to care for our trees and to support our city's community forestry program and I further urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.



Michael A. O'Connor
Mayor of the City of Berwyn



Thomas J. Pavlik
City Clerk, City of Berwyn



Patrick J. Ryan
Director of Public Works, City of Berwyn



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

MICHAEL A. O'CONNOR, *Mayor*

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

March 31, 2008

To: Mayor Michael O'Connor & City Council Members
From: Patrick Ryan, Public Works Director
Re: 2008 Arbor Day Proclamation

2008 marks the 21st year the City of Berwyn has participated in Arbor Day celebrations as part of the Tree City USA program. Tree City USA requires the City of Berwyn to pass the attached resolution proclaiming the last Friday in April the official Arbor Day. This year Arbor Day falls on April 25, 2008.

The City will celebrate its commitment to the urban forest by planting approximately 120 trees throughout the community. Trees to be planted include native species of hackberry, oaks, and the reintroduction of DED resistant elms to the urban forest.

Recommended Actions:

City Council approve the attached Proclamation declaring April 25, 2008 Arbor Day.

The City of Berwyn

F-5



Michael A. O'Connor
Mayor

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April 3, 2008

To: Members of City Council

Re: Veto Expenditure of Ancel Glink

Dear Ladies and Gentlemen:

I have informed the City Council of my intent to veto the expense that will be incurred to obtain a legal opinion from Ancel Glink with regards to the legality of the veto process. This is a formal notification of my veto of any expenditure for any more legal opinions on this subject.

Sincerely,

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

Michael O'Connor
Mayor

MAO/dr

The City of Berwyn

F-6



Michael A. O'Connor
Mayor

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April 3, 2008

To: Members of City Council

Re: Department Quarterly Reports

Dear Ladies and Gentlemen:

I have asked all of our Department Heads to provide a quarterly report in order to update the City Council as to the progress toward achieving our goals and objectives as stated in our budget document. It will be presented in two parts throughout April. I will also be highlighting some of those achievements.

Sincerely,

Michael O'Connor
Mayor

MEMO

April 7, 2008

TO: Mayor O'Connor
FROM: Fire Chief
Denis O'Halloran First Quarter Report
RE: Fire Chief & Department Activities

Grant Application submitted to Assistance to Firefighters FEMA Grant for New Hose.

Working on Plan to clean & upgrade 1535 Clarence Ave for use by Fire Department units during construction.

Working on North End Construction project and associated problems at hand.

Meeting with Mayor & Finance Department on Budget issues.

Pension Fund Election Resignation of Mike Farnsworth. FF. Jerry Marzullo voted in as replacement.

Meeting with Union & Human Resources regarding Grievance & Workman's Comp Issue engineer.

Meeting with Training officer discussion of training goals and future needs.

Review of New Ambulance purchases and design plan with Sales Rep.

Division 11 Training Officers Meeting (Assigned as Liaison between Training Officers and Division 11 Chiefs.

Visited SUFD Fire Fighter Academy to check up on new recruits. Grades to dates 1 at 94% 1 at 92 % and 1 at 86% Very good progress reports on all three.

Working in Office and organization of files.

Staff Meeting with Deputy Chiefs and new job assignment for Deputy Chiefs & Lieutenants.

Working on new project of updating Standard Operating Procedures and Standard Operating Guide lines for Department.

Travel to South Elgin to view a new Fire Engine similar to our specifications.

Business Fire Zaca Taco Electrical in nature. Several Fire Code violations discovered. Correction notice issued. FD needs to be in loop when Businesses change or make additions (Liquor License) we need to be notified for additional inspections for occupancy loads.

Hazard Materials Incident 29 & Wenonah (Canadian National Railroad Property). Fly by dumping of an unknown product. Berwyn Fire Units Berwyn Police Units and Cook County Bomb Units on scene along with Division 11 Hazardous Materials Team to contain and Dispose of product transferred to Canadian National Police.

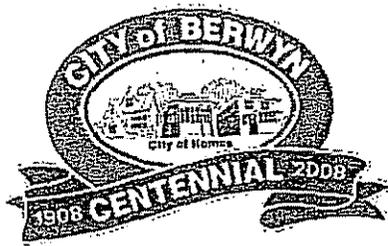
Citizen Fire Academy going well

Assignment of Grant Applications CDGB
Deputy Chief Swade Thermal imaging cameras
Deputy Chief Gardner Hurst Rescue tools
Assistant Chief Simek North End Fire House Construction project
Lt. Laureto Training Officer Lap top & projector for School safety talks
Meeting with Robert Dwan on CDGB Grants.

Respectfully Submitted

Chief Denis O'Halloran
Berwyn Fire Department

Michael A. O'Connor
Mayor



Patricia Segel
Director of Human Resources

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April 3, 2008

Human Resources Quarterly Report

January-March, 2008

The Human Resources Director has been engaged in the following activities for the past three months:

- **Recruitment**

I have advertised, posted, screened and in some cases interviewed the following positions since January, 2008: Lateral Police Officers (wrote recruitment advertisements, screened and spoke with a minimum of 50 applicants. Community Service Officers (2), Parking Enforcement, Parking Revenue Clerk, Finance Director, Secretary to the Mayor, Library positions, (several), permit clerk.

Provide screening interview services to the Mayor, Finance Dept., Collectors Office, Police Department, recreation dept. and library.

- **Labor Relations**

Lead labor negotiation meetings with SEIU (crossing guards) (Five (5) meetings. Keep all notes and provide research information to the union regarding salary and benefits comparisons. Write drafts of contract and amend as per changes for each negotiation session.

Participate in and take notes, do all follow up research and communication with AFSCME contract negotiations. Do all research for comparables and provide information to the union as requested. Participate in all grievances (usually one to two per month) at Step Two. Advise managers, Mayor and write all responses. Works with union representatives to problem solve employee relations situations.

Redrafted Public Works contract and worked with attorney related to grievances and arbitration (unfair labor practice dismissed on 3/27/08).

Worked with several managers to assist with employee problems. Work with library in resolution of several employee issues in the absence of the director.

- **Employee Benefits**

- Workers Compensation

Involved in daily correspondence with CCMSI regarding disposition and resolution, including surveillance and on the job evaluation of ongoing claims (Over \$2 mm in expense last year). Work with managers to expedite return-to-work light duty responsibilities. Provide ongoing support to employees out with injuries in claims resolution and prepare and respond to all attorney requests for information. Currently working with CCMSI to provide loss prevention services in order to evaluate accuracy of reports and look for ways to reduce exposure.

- Health Insurance

Evaluated current service level by bringing in another broker who provided suggestions as to ways to decrease expense. Work consistently with current broker to obtain quotes and evaluate alternative carriers to reduce expense. Met with Police and Fire Union reps regarding implementation of an H S A addition to our current plan. Work with Blue Cross to provide information and guidance regarding alternative funding arrangements for health insurance.

- IMRF

Resolved several issues related to past service credits which involve recreating payroll information to correct errors and omissions and have discussed ERI options with IMRF to see if it would be viable to offer to employees.

- Drug Screening and pre-employment background checks.

Have worked with police department to establish a pre-employment background check and drug screen program. Began implementation in March.

- Kronos

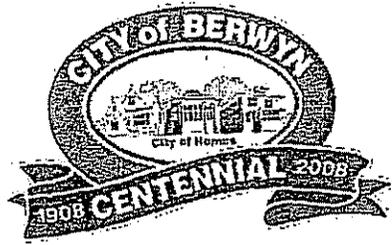
Completed most testing of system. Will begin running test payrolls beginning in a few weeks and institute training by the end of the month. Working with payroll, tested all pay rules. Will run several parallel payrolls before going live.

- Day to Day other activities

Respond to all phone inquiries related to job opening and applicant status. Perform all reference checks when requested. Fill out all government and other agency human resources related paperwork, i.e. social security, mortgage verification, income verification, employment verification. Do all paperwork and payroll related filing.

- Attend COW meetings when required and provide backup documentation related to the agenda item.

Michael A. O'Connor
Mayor



James Frank
Director of Information Technology

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DEPARTMENT OF INFORMATION TECHNOLOGY
1st Quarter Report – 2008

Projects completed over the past three months:

- Full implementation of City-wide Community Calendar (<http://calendar.berwyn-il.gov>) (2008 Goal)
- Implementation of Fire Department's *Fire House* records management software
- Licensing Refit Project for IT Dept (2008 Goal)
- Internal reorganization and digitization of all Information Technology department documents
- Terminal server upgrade – acquired, configured, and implemented a fully updated terminal server for use in City network (2008 Goal)
- Installed all network configuration for City Phone System (includes reconfiguration of 30+ City network switches, 10 network routers, and a host of other equipment).
- Finalized programming for CS1000 (Nortel Phone System) in regards to all City extensions, locations, voice mail boxes, and DIDs

Projects begun over the past month:

- Reviewed status of acquiring access to *Comcast* local access channel and/or bulletin board system via renegotiation of franchise agreement
- Attended secondary General Ledger demos for *New World* and *Munis/Tyler*
- Attended demos for various digitization companies to redevelop daily procedures in Clerk's office
- Attended *Grancis* demo in regards to streaming Council meetings live on website
- Began documentation of City IT disaster recovery plans

Plans for the next month:

- Continue working towards full implementation of Nortel City-wide telephone system
- Schedule phone system training for City employees
- Continue server migrations – retiring Prod02 Prod03 servers and replacing with PDProd.
- Finalized purchase of GL system, assist with preparation of final quote
- Begin quarterly meetings with Fire Dept to discuss upcoming changes in technology as it affects the department
- Begin researching replacement *Toughbooks* (quantity: four) for EMS units in Berwyn at Fire Department
- Continue DFS migration – install additional redundancy into City backbone

Longer term goals:

- Completely finalize phone system implementation/go live with system across all City sites
- Work with ETSB to revisit RFP for Public Safety Wireless Radio Data Network
- Determine solution to streaming video/City Council meeting issue(s)
- Design new equipment center at rebuilt North Fire Station
- Install all applicable equipment/servers, network means at new North Fire Station
- Integrate new General Ledger system

add't calendar meeting (12/31), plans in progress to modify old server to run calendar internally and go live ASAP; server prepared (1/10/08); configuration in progress for VPN and remote access granted to Sabertoothed for remote work on project (1/15/2008); calendar testing is proceeding/working final bugs out (1/29/08) – Project is 100% complete and online - **Completed**

- Phone system implementation; PBX equipment currently being installed 11/13/07; PBX equipment nearing completion, programming to begin soon 11/28/07; PBX system 50% programmed at PD; add't equipment JCO ready to sign (1/2/2008); JCO signed (1/10/08); meeting held with AT&T to plan final implementation period; designing network configs now; (1/28/2008) timeline deployed, final equipment has arrived, installation and testing progressing; (2/15/2008), Call script complete for auto-attendant, extension maps written, call flow outline completed; (3/15/2008)—installed speakerphones/conference phones onto network; completed all initial programming of the system (Ext, DID, IP config, etc); identified private line requirements per phone system needs, compiled information for AT&T implementation team (3/20/2008); completed technical support website for phone system including digital training materials as well as training videos stream able across the network (3/22/2008)
- Kronos implementation – Proceeding, all clocks are installed and mounted, tested, awaiting training and further network deployment. Kronos is completely prepared at City Hall, Police, N. Fire, S. Fire, and CDBG. Upon completion of training and other HR-specific matters, the system IS READY to go online at these locations. Rec and PW added to completed list, all that's left is the library. (9/6/2007) ; added network settings for Lib web connection (9/17); awaiting HR to cutover to Kronos – all IT for this project is complete! (9/28/2007); scheduled a concrete Kronos training date with HR (Week of 3/17/2008); rectified kronos accessibility issues at the library (3/20/2008)

Michael A. O'Connor
Mayor



Patrick Ryan
Director of Public Works

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www.berwyn-il.gov

April 2, 2008

To: Mayor Michael O'Connor
From: Patrick J. Ryan, Public Works Director
Re: 2008 First Quarter Report

Purchasing

Completed bid specifications for **MFT Contractual Tree Trimming and Sewer Cleaning**. Both are scheduled to be opened during the April 8, 2008 City Council meeting. Contractual Tree Trimming specifications also includes removals and increases the numbers of trees to be trimmed.

New maintenance contracts for the TIF districts were published and opened on March 25. A recommendation for award will be presented at the April 8, 2008 City Council meeting. Maintenance contracts now include the weeding of all surfaces, refuse pickups on Monday and Friday, plus cleanup of all planter boxes and beds. Planting in the boxes and planters will be under separate contract in concert with specifications to be created in conjunction with the BDC and Main Street's landscape designer.

City Council approved the purchase of a 2008 Elgin Dual P street sweeper under the price scheduled bid by the Suburban Purchasing Cooperative (SPC). Staff was able to locate a unit produced for a SPC community that is \$3,100 less than originally bid. The community had to cancel its order in mid-process allowing the City of Berwyn to reap the savings. The new sweeper has already been integrated in the fleet and is functioning flawlessly.

Staff has completed the purchase process for the Tree Replacement Program. Ninety more trees will be planted this year than last with concentration on reforesting those areas decimated by the Catalpa root rot and Honey locust wilt. Trees to be planted include DED-resistant hybrid elm, hackberry, red and English oak, non-fruiting pear varieties, and verticillium-resistant crabapples. Planting will also be more varied to better reflect the environmental constraints of the specific site and prevent the increasing monoculturalistic tendencies of the current urban forest stock. Planting will begin in late April and May, weather permitting.

Snow and Ice Control

Winter, 2008 will go down in history as one of the worst seasons in over 30 years. The National Weather Service declared the month of February as the worst ever recorded. Public Works

crews responded to snow and ice control overtime approximately 45 days this quarter. The procurement of salt became an almost daily quest as stockpiles were depleted and all communities in northeastern Illinois blew through their allocation. Salt was purchased and shipped from Indiana, Kentucky, and southern Ohio. The City of Berwyn purchased at least 150% more salt this winter than during any other winter on record.

Construction and Rehabilitation

Staff worked closely with Frank Novotny and Associates to complete final design on the **Roosevelt Water and Sewer Main Replacement** project. Lines will be laid in the street portion of the north-south intersections to prevent conflicts with existing utilities and existing landscaping. Final plans and specifications should be available for bidding in late April with construction expected to commence in July.

Ogden Avenue Alley Reconstruction plans are near completion. Under this program, the alleys on the south will be reconstructed in 2008 on a staggered schedule where no two connecting alleys will be closed at any one time. This is to allow the orderly delivery of goods to Ogden Ave businesses and reduced impact on customers. Alleys on the north side will be reconstructed during 2009 on a similarly staggered schedule. Total cost of the project is expected to be \$1.8 million from Ogden Ave TIF fund.

Staff completed a extraordinary request for IDOT funds to address many of the **potholes and pavement failures on Oak Park Ave, Ridgeland, and Cermak**. Approximately \$100,000 of repairs may be funded if IDOT accepts the City's application. This money does not require any monetary participation by the City of Berwyn. Public Works should receive official notice of the award sometime in early April.

Traffic Engineer

Assisted the Traffic Engineer in completing a comprehensive inventory of all regulatory signage throughout the City. Many conflicts have been noted and recommendations for correction will be soon forthcoming. Aldermen should refrain from bypassing the Traffic Engineer by bringing changes in parking restrictions to the City Council for approval. This continues to cause confusion as these changes are not properly evaluated and often are in conflict with current ordinances or do not follow the procedures for adoption set forth in the City Codes or state statutes.

AT&T Operation Lightspeed

Staff met with representatives of AT&T to discuss implementation of the Lightspeed project and installation of the required V-rad units. V-rads have been reviewed and located in areas to maximize coverage and minimize impact on surrounding single family residences. At&T is willing to pay the city \$1,500 per installed unit for landscaping. Installation should begin in late April, weather permitting.

FIRST QUARTER REPORT COMMUNITY DEVELOPMENT DEPARTMENT

CDBG

1. From January 1, 2008 until now we have given out or mailed 43 applications – 24 within the last two weeks
2. We are coding flyers so we can track where they (public) are hearing of the Rehab Program.
3. We are updating of all spreadsheets. summary records – evaluations- redemption files – narratives – contractor payouts – leverage – housing data – date logs – applications sent – HUD loan sheet Foreclosure files are updated.
4. We are starting another mass mailing. With the weather permitting, we will again initiate the walking of the low mod areas for blight inspection.
5. Churches, schools, stores, clubs, car dealers, parks, etc. are now included in our promotion program. promoting program – with new 8 x 11-1/2 signs and also flyers in both English and Spanish
6. For the Quarter, we paid out of CDBG funds \$453,611.32 of which \$293,119.61 directly reimbursed the City.

CENSUS

Shortly after the first of the year we received an informational packet from the Census. All of the employees who were identified to LUCA received training on how to use the information that they supplied. The department also met with the City's tech representative to see what information the City could provide. It was determined that the City would provide us a list of all even number/odd number addresses by Ward.

We generated from the files provided by LUCA a complete print out of all addresses that they had on file. We then manually matched their list against the list provided by the City. As a result, we had two new lists the LUCA addresses not on the City records and the City addresses of not on the LUCA files.

We are now in the process of physically checking and verifying each address from the City's files that was not on the LUCA files.

ACTION PLAN

We received a notice from HUD that for FY2008/2009 we will receive a grant of \$1,347,623.00.

FIRST QUARTER REPORT (CON'T)

-2-

Published notification of Hearing on March 20, 2008 in two local newspapers, mailed out letters to all previously interested parties and any new parties that have shown interest.

Conducted three public hearings for public input into the spending of FY2008/2009 funds.

Mailed out applications to interested parties to participate in program.

Michael A. O'Connor
Mayor



Stephanie Walker
Finance Director

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April 4, 2008

To: City Council and Mayor Michael O'Connor

From: Stephanie Walker, Finance Director

Re: Quarterly department report

Projects completed over the past quarter:

- ⌘ Completed audit fieldwork, report is in progress and hope to have it issued by the end of May.
- ⌘ Completed documentation of 8 of the City's major financial processes to be in compliance with new auditing requirements
- ⌘ Implemented the retroactively reporting of the City's infrastructure assets (recording the costs of roads, storm sewer, traffic signals and right of way) as required for financial reporting.
- ⌘ Implemented new GASB Statement No. 45 Other Post Employment Benefits as required for financial reporting.
- ⌘ Adopted 2008 budget in February, 2008.
- ⌘ Completed review of general ledger software systems, recommendation and presentation to be done at second Council meeting in April
- ⌘ Began interviews for new Finance Director

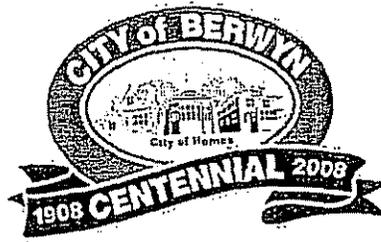
Plans for the next quarter:

- ⌘ Issue 2007 financial statements and complete state report
- ⌘ Have Council adopt purchasing policy
- ⌘ Complete 2008 budget
- ⌘ Complete grant tracking system including recording of all grant revenues and expenditures in fund 51.
- ⌘ Select a general ledger software system and begin planning/implementation/conversion work
- ⌘ Implement Kronos timekeeping system
- ⌘ Hire new Finance Director

Longer term goals:

- ⌘ RFP for banking services
- ⌘ Establish financial policies for investments, budget, debt, and capital assets
- ⌘ Implement new general ledger software system
- ⌘ Complete phase 2 of the debt restructure
- ⌘ Determine reporting to be done by Recreation Department for activity income statement

Michael A. O'Connor
Mayor



Mark Jarnagin
Director of Neighborhood Affairs

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Building/Neighborhood Affairs
Quarterly Report

March 28, 2008

OBJECTIVES/GOALS TO BE ACCOMPLISHED IN 2008:

- 1) All Inspectors to be ICC Certified –
The Blight Inspectors have all attempted and did not succeed in passing the ICC test. The Compliance Inspectors for residential and commercial inspections both have their ICC Certification. The Illegal Apartment and Building Inspectors do not have their certifications.
- 2) Provide minimum training of 1.5 CEU to certified inspectors –
One inspector has renewed his certification and has accumulated the CEU's necessary for this.
- 3) Blight Citations to be adjudicated within 30 days from issue –
We are moving closer to this goal as cases are downloaded on a regular basis. We had some issued with the downloading which caused a major delay in getting the cases to court. With the help of the IT Department and more timely downloads, we will reach this goal within the next quarter.
- 4) Incorporate Fire Ordinances in Adjudication process –
The ordinances that the Fire Chief wanted to be incorporated into the blight system regarding the most common violations have been added to the Director system.
- 5) Train Fire Department on "Director" system to issue electronic citations –
The Fire Department now has the ability to write tickets for fire violations. They will need to be trained after the transition of Chief to do this. The training will be done in conjunction with the IT Department. I will assist as needed in this process.
- 6) Train Collector department inspector to issue electronic citations –
The "Director" system software has been updated to include the inspector for the Collector's Department. IT will train the inspector in order for him to write and follow up on citations and inspections.
- 7) Update Job Descriptions for Compliance and Permit Clerks –
The updating of these job descriptions will occur at the conclusion of the cross-training of the Compliance and Permit Clerks.

8) To repair walls and paint the first floor of City Hall –

We are awaiting grant money to perform the needed repairs and painting to the first floor.

9) Replace/Repair boiler at City Hall –

The boiler at City Hall was repaired and is working very well. The rooftop unit went a bit astray when there was a power surge several weeks ago. It went into a safe mode due to losing one leg of power. I reset the unit and it is now running normal.

10) Purge and remove all unnecessary materials from storage room

11) Cross train compliance and permit clerks –

Shannon is in the process of being cross trained in compliance since we need coverage when Maryanne is out and days on which Tommy is not in. I have supplied her with new SOP's for the compliance desk and she will be trained by both Dan and Maryanne. She should be up to speed within the next several weeks and able to take care of the desk without assistance.

12) Develop more "Resident Friendly" policies regarding warnings and citations –

The inspectors are being more proactive with the residents regarding blight. I have informed them they MUST get in contact with a resident/property owner when a violation is called in. They are not to issue citations unless they cannot get in contact.

The fines for "working without permits" have been adjusted from the standard maximum to a number more conducive to the infraction and any extenuating circumstances that may exist. This fine should act as a deterrent to residents and insure they pull permits when needed. The adjustment will also prevent residents from being alienated and prevent them into thinking the city is simply out for money.

12) Replace front stoop and railings at City Hall to improve aesthetic and functionality –

The front doors to City Hall have been replaced and are working well. We are now compliant with current fire codes for egress. The stoop may be completed depending on the monies available later in the year.

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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April 3, 2008

To: Members of City Council

Re: 16th St Cell Tower Proposal

Dear Ladies and Gentlemen:

Our Assistant City Attorney has been negotiating with Fortune Wireless, Inc. on behalf of Global Tower Partners regarding the request to place a cellular tower at the 16th Street Fire House Location. A contract is forthcoming but will be similar to the existing contract for the cellular tower located at the Police Station. We will receive \$2250 a month for rent as well as a percentage for any sublet renters on the tower. Verbage in the existing contract restricting the City's placement of equipment will be changed from 91 equipment to any public safety communication equipment and will be present in both contracts. This will alleviate the rent the city is currently being charged for the security cameras' equipment placed on the tower. Your approval of the contract will be appreciated and allow both the construction of the firehouse and the installation of the tower to work in conjunction with each other.

Sincerely,

Michael O'Connor
Mayor

MAO/dr

F-8
The City of Berwyn



Michael A. O'Connor
Mayor

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April 3, 2008

To: Members of City Council

Re: Appointment to Fire Pension Board

Dear Ladies and Gentlemen:

The resignation of Stephanie Walker has created an opening on the Fire Department Pension Board. I would like to appoint myself to fill that vacancy. Your support will be appreciated.

Sincerely,

Michael O'Connor
Mayor

MAO/dr

The City of Berwyn



Michael A. O'Connor
Mayor

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April 3, 2008

To: Members of the
City Council

Re: Removal of Committee of the Whole Items

Dear Ladies and Gentlemen:

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

#18	10/10/06	Fire Station Grant
#14	1/9/07	Cellular Tower at 16 th St Fire Station
#41	4/24/07	Intergovernmental Agreement – City & BPD
#10	9/11/07	5 th WD Aldermanic Seat
#8	10/23/07	Amend Ord-Oper. of Beer Gardens
#24	10/23/07	FOIA Officer
#28	11/13/07	GAIA & USA Gain Clothes Collection Boxes
#36	11/13/07	Proposes Amend. To Seizure & Impoundment Ord.
#22	11/27/07	Waive Retail Overlay Restriction
#23	12/18/07	Waiver Retail Overlay Restrictions
#9	1/22/08	Foreclosures
#21	1/22/08	Puga Property – 2532 Euclid Ave
#15	2/12/08	Foreclosure Clerk
#35	2/12/08	Special Regulations for the RO Dist
#17	3/11/08	Foreclosure Clerk

Sincerely,

Michael A. O'Connor
Mayor

MAO/dr

Michael A. O'Connor
Mayor

G-1



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

April 3, 2008

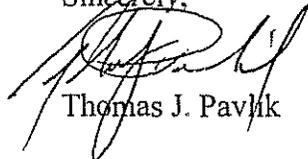
To: Mayor and City council

Re: Approval of Closed COW Minutes, 2-26-08, 3-5-08, 3-11-08 and 3-17-08

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of February 26, 2008, March 5, 2008, March 11, 2008 and March 17, 2008 as reviewed in closed session.

Sincerely,



Thomas J. Pavlik

Section G

Reports and Communications From The City Clerk

Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

6-2

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

April 4, 2008

To: Mayor and City Council

Re: Prohibited Political Activity

Ladies and Gentlemen,

It has come to my attention that Alderman Erickson requested pet owner's information from the City Collectors office. This request was brought to my attention as the Freedom of Information Officer of the City as to the need to file a FOIA request. It is my contention that an elected official should have information made available without the need to be under the umbrella of the Freedom of Information Act. However, the information requested is public knowledge; it would never be released in an un-redacted form. Further, it is my contention that what the information is requested for and how the information is then used, remains a different story. Alderman Erickson used this information to create a mailing list to send out a political party news letter addressed to the animal of each resident (see attached.) I believe this possibly violates Ordinance 209.02(a) and clearly falls into definitions as describe in 209.01. Once again, with the lack of an Ethics Commission, it would be my recommendation to refer this matter to the Administration Committee for further investigation, along with a full audit of his expense account. It would be my recommendation for that committee to forward this matter, along with their findings to the Illinois Attorney Generals Office, Cook County States Attorney, State and County Board of Elections, and U.S. Post Master General for investigation and potential criminal charges.

Respectfully,

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

Thomas J. Pavlik

Thomas J. Pavlik

From: James J. Frank
Sent: Thursday, April 03, 2008 2:29 PM
To: Thomas J. Pavlik
Subject: FW: Confidential From Alderman Joel Erickson
Attachments: 2007-2008 PET TAGS.xls

Email 1

From: James J. Frank
Sent: Monday, January 28, 2008 2:29 PM
To: Joel Erickson
Subject: RE: Confidential From Alderman Joel Erickson

Joel,

Since this requested report already exists in Excel format on our network, there is no sorting or conversion of data required. It was a matter of locating the information within a department of this City. We are in agreement in that officials of the City have a right to information; however, I am not comfortable with fulfilling requests for such outside of normal City channels or to/from my personal email accounts. After discussing the situation with the City's Information Officer (Clerk Pavlik), as well as the Collector, I can provide you with your requested report. This file is attached.

Regarding the broader request Bruce Bonebrake was working on for you, the Clerk, as the City's Information Officer, recommended I refer you to Anthony Bertuca who has taken over all of Bruce's day-to-day assignments and responsibilities. The City has established an email account for Anthony – ABertuca@ci.berwyn.il.us and his direct contact information at City Hall is – 708-788-2660 x291. So, in terms of procedure and in Bruce's absence, any future requests made will proceed through Anthony Bertuca for fulfillment.

Thanks, hope your day is well

Jim

—
James J. Frank
Director, Computer Services
City of Berwyn
Tel: (708) 788-2660 x292
Fax: (708) 788-0285
Cell: (
JFrank@ci.berwyn.il.us

On 1/28/08, **Joel Erickson** <joelglobal@sbcglobal.net> wrote:

4/3/2008

Jim:

I am sure there is a code that provides an opportunity for a simple sort. Before he left, Bruce was about to fulfill a much broader request from me. In terms of procedure, I would expect that you proceed as you did through Bruce. Currently the pet ownership/licensing data is the most important.

Bruce understood an elected officials right to information and he was able to make things happen for me in this regard. I am sure you recall when my requests for information were never fulfilled for reasons relating to "unsolved mysteries" surrounding city hall's computer system. Obviously, at that time, the mayor was a component of that "unsolved mystery". Those matters are no longer on the table.

Therefore, I prefer making these requests to your private email account in order to avoid any unnecessary confusion or obstacles that have a tendency to emerge by such requests. I see no need or purpose to address these requests to anyone other than directly to you. I have no purpose or need to discuss these matters with anyone else.

Therefore, proceed as you see fit.

Best wishes,
Joel

Jim Frank < > wrote:

Joel,

Good morning as well. I'll need to check into this as I'm unsure where exactly Pet owners information is stored within the Collectors system. While I oversee the access to each system, I do not routinely utilize any of these databases during my workday, so my knowledge of their production use and report gathering is limited at best. I do not have a problem fulfilling requests from you or any other officials, but must take issue with the confidential nature of your request. If you wish to proceed with the request, I'll need to discuss such with the Collector to locate the requested information and will then provide it to you.

Please let me know how you wish to proceed.

Thanks, Jim

On 1/28/08, **Joel Erickson** <joelglobal@sbcglobal.net> wrote:
Good Monring Jim:

I need to obtain pet licensing information (names/address of owners) in Excel format. Please either email me that file or put it on a CD and drop it in my mailbox at city hall. I would prefer that this request (and the fulfillment thereof) remain confidential. Do you?

Thank you.

Thomas J. Pavlik

From: James J. Frank
Sent: Thursday, April 03, 2008 2:30 PM
To: Thomas J. Pavlik
Subject: FW: Confidential From Alderman Joel Erickson

Email 2

From: James J. Frank
Sent: Monday, January 28, 2008 2:57 PM
To: Joel Erickson
Subject: RE: Confidential From Alderman Joel Erickson

Joel,

Please, she oversees the accuracy of that list, she would be best equipped to respond to any inquires. BTW, as a pet owner, I appreciate what you're doing!

Thanks, Jim

From: Joel Erickson [mailto:joelglobal@sbcglobal.net]
Sent: Monday, January 28, 2008 2:51 PM
To: James J. Frank
Subject: RE: Confidential From Alderman Joel Erickson

By the way Jim, should I refer any questions I have about the "pet tag records" to Debi Suchy?

From Alderman Joel Erickson

1240 Maple Avenue, Berwyn, IL 60402 ©

A Grass Roots Journal Publication

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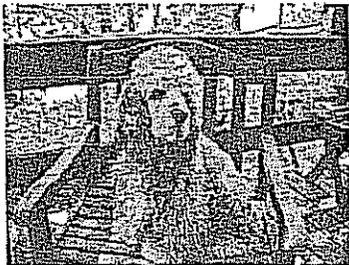
No Taxpayer Funds Used To Publish or Distribute This Newsletter

Important 8th Ward Resident Survey & Wish List

Please Respond Immediately Using The Enclosed Self Addressed Envelope

Also Enclosed

- A special proposed ordinance for those who love animals and
- An Ordinance To Protect The Health & Safety Of Berwyn Residents
- Ridgeland Avenue Construction Notice Enclosed



The Joe Cocker" Doctrine
Rewards Responsible Pet Ownership

Take Control Of Your City
REGISTER TO VOTE
Voter Registrar Hotline
(708) 484-4999
We can come to your home.
It will take less than 5 minutes.

A Special Insert For Berwyn Residents Who Love Animals

NOTE: ANIMAL'S AND FAMILY NAME AND ADDRESS
APPEARED HERE. REDACTED

Berwyn, Illinois 60402

Also Enclosed

An Introduction to **BRIC**

The Berwyn Resident Independence Coalition

Coming Soon **BRIC**

Endorsements

People You Can Trust

For A Change

Follow The Money!

Over the last decade, millions of tax dollars have been transferred to the "politically connected" with no strings attached. Incompetence? Political Self Interest? Which Aldermen have been costing you tens of thousands and millions of tax dollars? How? Why? Berwyn residents are being sold out. You deserve to know the truth.

BRIC will give you the facts. **YOU DECIDE!**

With your support, BRIC will take you behind the scenes for you to WITNESS what is happening to your city at the hands of a self-serving political clique that is in charge of the city bank account. Get to know BRIC today!



People You Can Trust
For A Change

Do you really think that those who contribute hundreds and thousands of dollars to political campaigns are doing so in YOUR best interests? Or their own?

YOU DECIDE!

The problems created by self serving politicians will never end unless the system of government changes.

Over the next several months BRIC will be discussing what has been going on in city government for the last decade. BRIC will also be discussing why so many cities have adopted Council-Manager government as the solution to their city's problems

Here are a few things Council-Manager government does for you:

- In a Council-Manager Government, politicians no longer control your money.
- In a Council-Manager Government, management of the city and city finances is placed under the guidance and supervision of a professional manager who accounts directly to YOU on a daily basis.
- In a Council-Manager Government, the professional manager is bound to act under a strict code of ethics and code of conduct that is structured by statutory law and is held accountable to the city's residents every single day.
- In a Council-Manager Government, Berwyn will still elect a mayor and aldermen, but their roles change as they are forced to focus on your real needs and working on solutions to meet those needs.
- There are many good reasons why Council-Manager government is the most popular form of local government in the United States and why politicians fear you so much.

Contact Information
Alderman Joel Erickson Hotline:
Phone: (708) 484-4999
Alderman Tom Day Hotline:
Phone: (708) 484-9029
www.BerwynBrick.com

BRIC Pronounced BRICK (as in Bungalow)

BRIC is an acronym for
Berwyn Resident Independence Coalition-
This Side Paid For By BRIC

But What Is It About?

- **BRIC** is not about a political candidate or political party. **BRIC** is about YOU!
- **BRIC** is a coalition of Berwyn residents who want Berwyn to join the **majority of cities** across the United States that have adopted the Council-Manager framework for local government. We consider you the **owner and customer** of the \$60 million dollar business known as the City of Berwyn.

If you really love Berwyn and are concerned about Berwyn's future, take a look at the most popular form of local government in the USA.

A Small Sampling Of Cities Whose Residents Have Adopted Council-Manager Government By Referendum

Brookfield, Riverside, Elmwood Park, Oak Park, Oak Brook, River Forest, LaGrange, LaGrange Park, Western Springs, Westchester, Downers Grove, Glen Ellyn, Oak Lawn, Wheaton, Orland Park, Naperville, Schaumburg, Skokie, Elgin, Plainfield, Winnetka, Wilmette, Palos Park, Bolingbrook, Park Ridge, Hinsdale, Algonquin, Arlington Heights, Barrington, Maywood, Bartlett, Beach Park, Beecher, Belvidere, Bensenville, Bloomington, Bourbonnais, Buffalo Grove, Burr Ridge, Carbondale, Carol Stream, Carpentersville, Cary, Centralia, Champaign, Channahon, Clarendon Hills, Collinsville, Country Club Hills, Crystal Lake, De Kalb, Decatur, Deer Park, Deerfield, Des Plaines, Dolton, East Dubuque, East Hazel Crest, East St. Louis, Elk Grove, Elmhurst, Evanston, Flossmoor, Forsyth, Frankfort, Freeburg, Fulton, Galesburg, Glencoe, Glenview, Greenville, Hanover Park, Hazel Crest, Highland, Highland Park, Hoffman Estates, Homewood, Huntley, Indian Head Park, Joliet, Kenilworth, Kewanee, Kildeer, Lake Barrington, Lake Bluff, Lake Forest, Lake Zurich, Lakewood, Libertyville, Lincolnshire, Lindenhurst, Lombard, Long Grove, Mahomet, Manhattan, Manteno, Marseles, Mascoutah, Mokena, Moline, Morton Grove, Mount Prospect, Mount Vernon, Mount Zion, Niles, Normal, Olney, Oswego, Paris, Park Forest, Pekin, Peoria, Pingree Grove, Pontiac, Prospect Heights, Richton Park, Robbins, Rochelle, Rochester, Rock Island, Romeoville, Roselle, Salem, South Elgin, Steger, Sterling, Streamwood, Streator, Sugar Grove, University Park, Vernon Hills, Villa Park, Warrenville, West Chicago, West Dundee, Westmont, Wheeling, Winfield, Wood Dale, Oak Brook Terrace, Wood River, Woodstock, Rolling Meadows, Northlake, Palatine, Northfield, Northbrook

Stay Tuned For

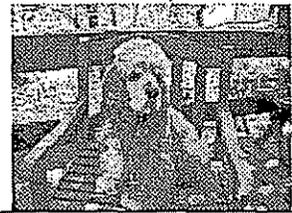


Endorsements

Berwyn's Grass Roots Journal[©]

Alderman Joel Erickson, Publisher
Berwyn's Official 8th Ward Newsletter

Winter 2008



No Taxpayer Funds Used
To Publish This Newsletter

Special Edition: The Grass Roots Survey From 8th Ward Alderman Joel Erickson

Thank you for the privilege of representing you in City Government.

I understand that you have precious little time to keep up with Berwyn city politics and what is going on at City Hall. Therefore I want to take this opportunity to address you directly regarding the issues which have been most important to you in the past.

Over-Crowding

Some progress has been made on the over-crowding problem, but we need more resolve. Early in my term I submitted legislation which would have imposed serious obligations on the realtor community to assure that homes were not being sold and apartments were not being rented that resulted in the occupation by more than two people per legal bedroom. My proposal even took into consideration and provided exceptions for the growing family.

While most realtors support my proposals, certain influential members of the realtor community (and I am a real estate broker and an attorney) strongly opposed it and have (so far) been successful in blocking my efforts. However, I have not given up.

I will soon be launching a new offensive in this effort. I'll keep you posted. With your continued support, eventually we will prevail in solving this problem.

QUESTION

Do you know of an over-crowding situation in your neighborhood? Please call me with any information you may have regarding this problem.

The Original *Grass Roots Journal* Is Available At
www.BerwynFirst.com

Click On "Joe Cocker" & then "Endorsements"

In This Special Edition

- Over-Crowding
- Call me Mr. Monk, but.....
- Speed Bumps & Stop Signs
- Graffiti
- Sidewalks and Alleys
- Tree Trimming
- Tree Planting
- Proposed Pet Ordinance
- Ridgeland Avenue Construction
- Parking
- Rat Infestation Hot List
- Neighborhood Patrol Volunteers
- The Neighborhood Ward Meeting
- 8th Ward Survey Enclosed

Call me Mr. Monk, but.....

You can call me Adrian Monk, but wouldn't it have been a lot easier to simply assign the green garbage cans as recycling cans and the brown cans as garbage cans?



Tree Planting

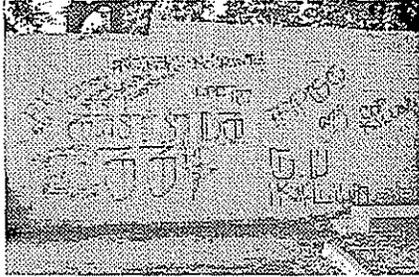
No natural resource does more to improve the value of your home, soften and beautify your neighborhood and improve the environment than trees.

If your neighborhood is beginning to look a little barren due to the lack of trees, get together with your neighbors and try to come to a consensus on where more trees should be planted. **If you would like to have trees planted on your parkway, please let me know as soon as possible.**

8th Ward Hotline: 708-484-4999

Graffiti

The cowards who sneak through our alleys at night and deface our property with their gang logos and slogans are becoming fewer but still remain a problem. The enforcement



problem is obvious to everyone. It is impossible to have police officers stationed in every alley across the city 24 hours a day. However, the Police Department is very serious about tracking down these criminals.

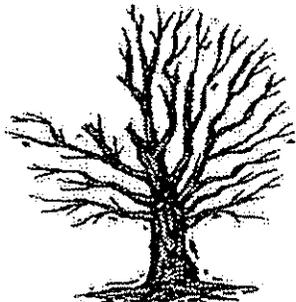
Those who have attended my ward meetings know that you should not touch any of the evidence and should wait for the police to arrive on the scene.

Discarded paint cans and other vandal paraphernalia amount to important evidence. If you are a victim of graffiti, please call the police immediately and don't tamper with the scene of the crime.

I have proposed that the city examine the possibility of obtaining **mobile video surveillance** services to monitor problem neighborhoods and alleys. Properly used, mobile infrared camera units would permit police to change locations and keep the vandals guessing. Please continue to report graffiti crime to the Police Department as quickly as it is discovered. Also please call me with any ideas you may have to combat this crime. Eventually we will win this battle.

Please continue to report graffiti crime to the police department as quickly as it is discovered. Also please call me with any ideas you may have to combat this crime. Eventually we will win this battle.

I'm looking forward to hearing from you. Please be sure to return the enclosed survey.



8th Ward Hotline: 708-484-4999

Stop Signs and Speed Bumps

I have complied with requests by numerous neighborhoods to have stop signs installed at various intersections. It is important to me that you feel safe and protected. However, as 8th Ward residents, we all know that **stop signs** only go so far in solving the traffic problem and creating a safe neighborhood. Far too often, stop signs are simply ignored as cars speed down the street. It is impossible to enforce the stop sign laws effectively unless you have police officers on every corner 24/7. If a law cannot be enforced, it is just words on paper.



More and more 8th Ward Residents are beginning to show a sincere interest in adopting **speed bump** policies in their neighborhoods. In many parts of the world, speed bumps are commonly used and are referred to as "*Sleeping Policemen*". The description identifies the fact that the speed bumps effectively enforce the law without the aid of a police officer.

Speed bump communities are the safest communities for growing families and the elderly who desire quiet neighborhoods.



Please contact me if you would like to participate in a ward-wide dialog regarding this issue. We can then work together as a group to formulate a plan of action.

Tree Trimming

An examination of the record indicates that tree trimming in the city, like maintenance of our public sidewalks, has been neglected for over 20 years. With the newly installed professional management tier at the public works department, an aggressive catch-up program has been initiated. Obviously it will not be accomplished overnight, but a great deal of attention has been given to the 8th ward **and much more attention is on its way.** This is the first time in over 50 years that the Berwyn Public Works Department is under professional management. Once the 20 years of neglect has been repaired, a city-wide schedule to meet tree trimming needs will be put in place to maintain the city's trees on a regular basis.

Please contact me if there are any trees in your neighborhood or in front of your home which you feel need trimming or other special attention.

Please contact me regarding special needs in your neighborhood.

Berwyn's Grass Roots Journal[©]

Alderman Joel Erickson, Publisher
Berwyn's Official 8th Ward Newsletter



Winter 2008



Pet Lover Alert

Special Grass Roots Journal Insert: Erickson's Animal Management Ordinance

Thank you for the privilege of representing you in City Government.

Hundreds of hours have been devoted to making this an ordinance that represents Berwyn as a leader where animal management is concerned. It provides the structure needed for the efficient enforcement of the law. It combines humane animal care policies with laws designed to protect the health and safety of Berwyn residents while meeting the needs of Berwyn's pet-owner community.

In creating this ordinance I have consulted with a broad range of animal care and animal management professionals across the country. The Berwyn Animal Management Ordinance and "The Joe Cocker Doctrine" is designed to reward responsible pet ownership as well as impose serious penalties on individuals who are cruel to animals, neglect their pets or own vicious and dangerous animals that threaten the safety of Berwyn residents.

I would appreciate your participation in the review of this proposal. Please provide me with **your** comments, suggestions and recommendations. The official PDF Ordinance file can be accessed at my website (see below). Minor revisions are being made periodically as feedback streams in from Animal Care Professionals across the country and others who are reviewing this ordinance. **Please get involved in helping create the laws that govern us.**

You can access a full version of the proposal at
www.BerwynFirst.com
(Click on "Animal Ordinance").

If you do not have access to the internet, please give me a call. I will refer you to a hard-copy of the proposal.

This Flyer is Paid For in Part by
Establishment Dog Training, Ltd.
Chicagoland's Premier Training Services
Classroom, In-Home, and Puppy Clinic
Training Services Available



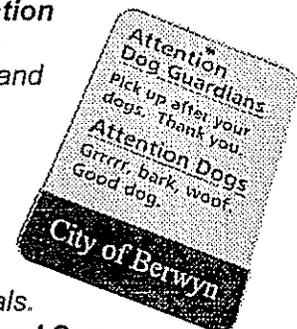
Phone (708) 484-9999
www.EstablishmentDogTraining.com



*The "Joe Cocker" Doctrine
Rewards Responsible Pet Ownership*

The New Ordinance Proposes To:

- **Reward Responsible Pet Ownership.**
- **Protect The Health & Safety Of Residents**
- **Increase Penalties For Cruel & Irresponsible Pet Ownership.**
- **Place The Financial Burden of Municipal Animal Management On Irresponsible and Cruel Pet Owners Who Are A Financial Strain On Berwyn Taxpayers.**
- **Reduce Or Eliminate The License Fee For Responsible Pet Owners Who Meet Specific Conditions.**
- **Reduce Certain Fines For Responsible Pet Owners Who Meet Specific Conditions..**
- **Create Pet Identification Policies Which Make "Quick Identification" and "Quick Pet Return" Possible Thereby Saving Berwyn Taxpayers The Costs Usually Associated With Boarding Stray Animals.**
- **Create Humane Animal Care Policies.**
- **Give Responsible Pet Owners Permission To Walk Well Mannered Pets In City Parks.**
- **Impose Rigid Restrictions On The Possession Of Vicious Animals.**



Ridgeland Improvements

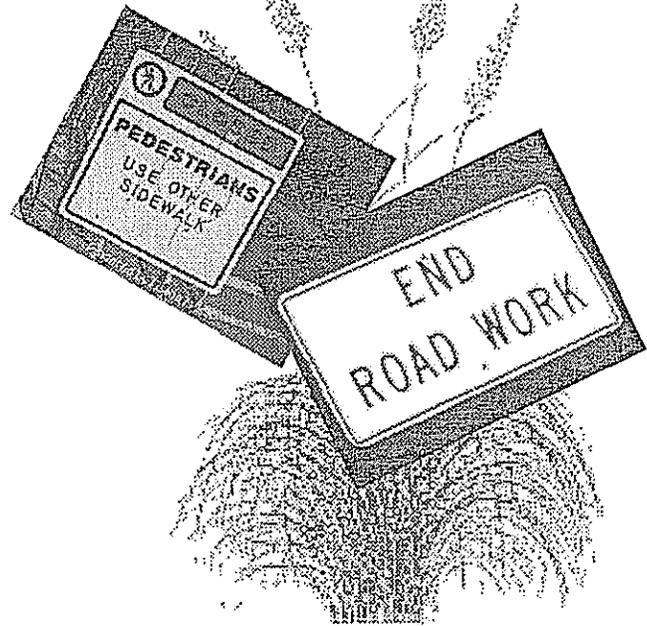
To Begin Soon From Roosevelt To 26th Street

NICOR PROJECT

- The Ridgeland Avenue Construction Project is scheduled to begin March 31, 2008 with the installation of traffic control equipment.
- The Removal of damaged sub-roadway is scheduled to begin April 1, 2008 and the "filling-in" or patching the parts of the roadway with problems deeper than the two inch asphalt line will begin mid April.
- The top two layers of asphalt will be ground down and removed.
- Catch basin and inlet repairs and adjustments are scheduled to begin April 1, 2008 and continue through July 2008.
- Storm sewer repair will also be completed during this period of time.
- Curb and gutter removal and replacement will also be performed during this period of time and is scheduled to be completed by the end of June.
- Resurfacing of Ridgeland Avenue from Roosevelt to 26th Street is then scheduled to begin mid-May and continue until July.
- Once the resurfacing is complete, the roadway will be striped and the parkways will be restored to their original condition.
- The project also factors in the problems associated with ComEd and Comcast having buried and aerial cables within the project limits.



- NICOR will begin installing new gas mains between 16th Street and Roosevelt Road in the near future with a completion date projected to be in the year 2010.
- The contract with NICOR requires that NICOR restore the parkways to their condition prior to construction.
- At the completion of the NICOR project and the Ridgeland Ave project, our city's Traffic Engineer reviews the condition of the parkways with Cook County's Resident Engineer as well as the contractors involved.
- Examples of conditions which need to be cleaned up or fixed before the contractor leaves the job site include: trash left by the workers during the job, construction debris (asphalt/concrete etc.), extra materials remaining, the condition of the curb, gutter, sidewalks and grass that may have been damaged during construction.



Legal Matters

Did you know that lead poisoned children appear "normal" and because lead brain damage often takes years to manifest, most lead poisoned children are lost to any follow-up medical diagnosis?

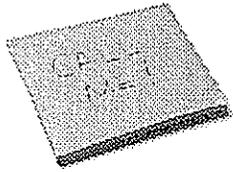
The Grass Roots Journal is paid for in part by:
Joel Erickson and Associates
Attorneys at Law

Contact Information

Alderman Joel Erickson
Hot Line: 708-484-4999
Email: Joel@BerwynFirst.com
1240 Maple Avenue, Berwyn, IL 60402
Website: www.BerwynFirst.com

The Neighborhood Ward Meeting

"Just Call Me And I'll Come Running"



Ward Meetings are only one of the methods I use to keep in touch with 8th Ward Residents. My phone hotline is available 24/7, many of you contact me

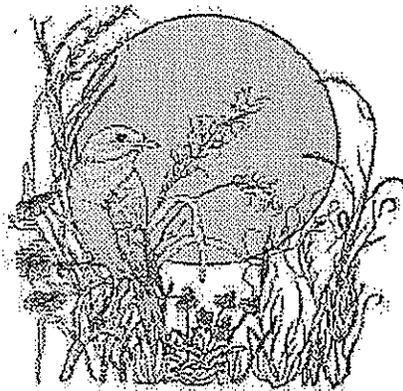
regularly by email and through my websites and yet others write me at my home on Maple Avenue.



Where "Ward Meetings" are concerned, a new format has emerged over the last few years to replace the old custom of calling a ward meeting and expecting residents to travel to some remote location. All too often personal obligations or other reasons prevent some 8th ward residents from attending.

Over the last two years, residents have been calling me to come to meet with them and their neighbors in their homes and their backyards. This approach has proven to be far more productive and helpful for residents since we can focus on **specific problems in their neighborhood** and even take a "**walking tour**" of those neighborhoods. Where specific situations make it appropriate for a certain city official (Police Chief, Fire Chief, Building Director etc.) to attend the meeting, arrangements can be made to assure their attendance.

Borrowing the lyrics from a popular song, "Just Call Me And I'll Come Running". **I strongly encourage you to contact me if you want me to help you set up a "Neighborhood Ward Meeting"**. It will involve some effort on your part in distributing flyers and possibly making some telephone calls. Possibly you can solicit the help of some of your neighbors who are interested in having a "Neighborhood Ward Meeting".



Paid For By Joel Erickson and Friends
No Taxpayer Funds Are Used for the
creation of this newsletter

Sidewalks & Alleys

As you undoubtedly know, last year the 8th Ward was the fortunate recipient of **extensive sidewalk and some alley repairs at no cost to 8th Ward residents**. Over 90% of the sidewalks eligible for replacement under the grant have been replaced. A small portion of that grant money remains available for additional work this summer and fall.

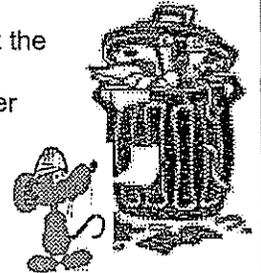


Do you have sidewalk and alley problems? **Do you feel you were overlooked in the last round of grant sidewalk improvements? Please provide me with the details and return the enclosed survey to me.**

In addition, I will be seeking additional grant money for 8th Ward improvements in the next round of funding talks. This "new" money will be available after October 1, 2009 to keep the 8th ward moving forward.

Rat Infestation Problem

Certain neighborhoods throughout the city experience **rat infestation problems**, particularly during summer months. The problem is frequently related to violations of city ordinances such as **excess garbage** and other **blight conditions**.



If your neighborhood experiences this problem, please provide me with the details about the problem. I would appreciate receiving the information on the enclosed survey form. However, you can also call me with the information. **I will then have the proper authorities regularly monitor the sources of the problem** throughout the Spring and Summer.

8th Ward Hotline: 708-484-4999



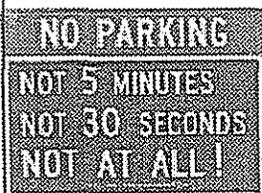
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by Joel Erickson.
Layout design, Cynthia Erickson
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Parking

When I was campaigning in 2005, among the problems that concerned you the most was our parking problem in the 8th Ward. I immediately introduced legislation in an attempt to solve the problem. The solution was to carve out a period of time during which parking on the streets of the 8th Ward was reserved for **Berwyn Residents Only**.



The problem was that non-residents were coming into Berwyn early in the morning to park their cars on our streets for up to 12 hours. Once parked, they would car pool or take the "EL" downtown to work. The question was, "How do you stop non-residents from using the 8th Ward as a public parking lot?"



One solution appears to be to restrict parking on certain blocks to **Berwyn Residents Only** between 3AM and 9AM. This effectively prevents non-residents from using the 8th Ward as a free parking lot.

The 3AM to 9AM restrictions were not installed on every block in the 8th Ward. **If you have a parking problem in your neighborhood, please contact me.**

QUESTIONS:

- 1: Have "Resident Permit Parking Only" signs been installed on your block? If not, do you and your neighbors want them installed?
- 2: If installed on your block, have they reduced the parking problem?
- 3: Do you have special needs in your neighborhood and require special hours, special signs or special restrictions to solve your parking problems?
4. Did you know that YOU have the power to restrict parking to "Resident Permit Parking Only" for any period of time in your neighborhood? Even 24 hours a day? Contact me for more information.

8th Ward Hotline: 708-484-4999

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Layout design, Cynthia Erickson
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Neighborhood Patrol Volunteers

Every week I hear from my 8th Ward Neighborhood Patrol Volunteers.

These are residents who have taken a serious interest in their neighborhood.

Most volunteers assign themselves to both sides of the street of the block on which they live. Others cover the 1200, 1300 and 1400 blocks of the street on which they live. A Neighborhood Patrol Volunteer report includes some or all of the following information:



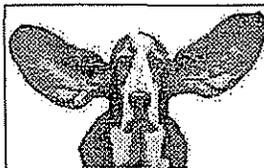
- The make, model, color and license number of **illegally parked cars**, cars without a Berwyn Vehicle Sticker and cars that appear abandoned or otherwise suspicious.
- Details of gang activity of any kind
- **Graffiti Reports**
- **Unightly Alleys**
- **Over-crowded homes**
- **Trees that need trimming**
- **Sidewalks that need repair**
- **Loud noises and disorderly conduct**
- **Properties that pose a blight problem.**



If you, like my volunteers, take leisurely walks during the day or evening and are willing to make notes regarding these matters, please feel free to do so. **You can make your reports directly to me by email, phone or direct mail.**

The Identity Of All Volunteers Remains Anonymous

Pet Lovers Alert



Some have called it an Ordinance that should be adopted nationwide. Please read the Special Insert regarding the newly proposed

Animal Management Ordinance. In creating this new ordinance and new approach to municipal animal management, I have consulted with a broad range of animal care specialists throughout the country. It is designed to **reward responsible pet ownership** as well as impose **serious penalties** on individuals who are **cruel to animals, neglect their pets or own vicious or dangerous animals** that threaten the safety of residents.

You Can Review The Entire Ordinance At www.BerwynFirst.com

Click on "Animal Ordinance"

Your comments & suggestions are welcome!

Do you want to be informed of the date of the public hearing on this ordinance? Please contact me.

8th Alderman Joel Erickson's Ward Resident Survey & Wish List

- Yes, I would like more trees planted on the Parkway in front of my home
- Yes, the trees on the Parkway need trimming.
- I believe a tree on the Parkway is dead and should be removed.
- Our Parkway and/or Alley needs repair. Please have someone contact me to view and discuss the condition and determine what can be done about it.
- Some public sidewalk squares in front of my home are damaged. Please have someone examine the sidewalk and determine if repair of the sidewalk falls within the CDGB "Sidewalk Grant Program".
- Please put me on the list for the "50%/50%" sidewalk replacement program.
- Our block has serious parking problems. Please contact me to help prepare a petition drive for "RESIDENT PERMIT PARKING ONLY" restrictions.
- We need traffic control signs in our neighborhood. Please contact me.
- We need Speed Bumps in our neighborhood. Please contact me.
- I would like to be a *Neighborhood Patrol Volunteer*. Please contact me.
- I would like to organize a "*Neighborhood Ward Meeting*". Please contact me to discuss how it can be arranged.
- I'd like to take you on a tour of blight conditions in my neighborhood. Please call.
- Please contact me. I'd like you to stop by to discuss what can be done about a rat control problem we are experiencing on our block.
- We have a summertime mosquito problem in this neighborhood. What can be done?

Please feel free to respond to the following inquiries on a separate sheet of paper.

I would like to know your number one concern about your neighborhood, the neighborhood conditions you want corrected, improved or eliminated, your recommendations to make your neighborhood a safer and more comfortable place to live and your comments and recommendations regarding overcrowding. Your participation in this survey will be greatly appreciated.

Name: _____ Address: _____

Phone Number: _____ Email: _____

Return To Joel Erickson, 1240 Maple Avenue, Berwyn, IL 60402
8th Ward Hot Line: 708-484-4999 - Email: Joel@BerwynFirst.com
Website: www.BerwynFirst.com

No Taxpayer Funds Are Used in the Production or Distribution of The Grass Roots Journal

A Fundraiser For
The Grass Roots Journal ©

WIN

An Authenticated Copy Of
THE LAST WILL AND TESTAMENT OF
Elvis A. Presley



\$2 Per Ticket

A Book Of 12 Tickets: \$20

Contains Copies Of Actual Signatures Including That Of
Elvis Presley's Girl Friend At The Time The Will Was Executed

FIVE DRAWINGS

**YOUR TICKET WILL BE ELIGIBLE FOR ALL FIVE DRAWINGS
UNTIL SUCH TIME AS YOU WIN ONE OF THE DRAWINGS**

**Call For The Dates Of The Drawings
Winner Need Not Be Present To Win**

While the "prize" may not be particularly valuable, I believe you will find it a creative and amusing idea as well as *an interesting excuse* to support the publication and distribution of the straight talking newsletter, The Grass Roots Journal, appealing to the intelligence of Berwyn residents. *The value of the prize is in the eye of the beholder.*

**Order Tickets By Mail or Directly Over the Internet at
www.BerwynFirst.com**

**In either event, we will enter your name on the drawing stubs
and have your tickets delivered to you.**

Please send _____ tickets at \$2 each

Please send _____ booklets of 12 tickets at \$20 each

Total Enclosed \$ _____

Make Your Check or Money Order Payable To: **The Grass Roots Journal**
Mail To: Joel Erickson, 1240 Maple, Berwyn, IL 60402

Name: _____ Address _____

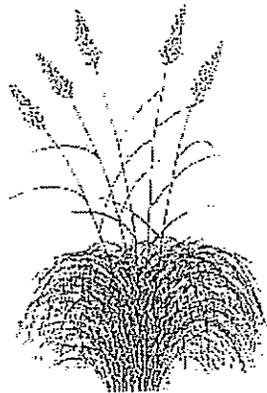
Address: _____ City/State/Zip: _____

Phones: _____ Email: _____

All Proceeds Are Used To Pay For The Production And Distribution Of
The Grass Roots Journal

Questions? Contact Joel at (708) 484-4999

The Grass Roots Journal® Survey
Return Envelope



Alderman Joel Erickson
c/o The Grass Roots Journal
1240 Maple Avenue
Berwyn, Illinois 60402

(4) Has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

(Ord. 04-09. Passed 4-13-04.)

209.02 PROHIBITED POLITICAL ACTIVITIES.

(a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the City in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity: (i) as part of that officer or employee's duties; (ii) as a condition of employment; or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this chapter.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment; or (ii) in a position the salary for which is paid in whole or in part by Federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

(Ord. 04-09. Passed 4-13-04.)

209.03 GIFT BAN.

Except as permitted by this Section 209.03 through 209.05, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this section.

(Ord. 04-09. Passed 4-13-04.)

209.04 EXCEPTIONS.

(a) Section 209.03 is not applicable to the following:

PART TWO - ADMINISTRATION CODE**TITLE TWO - General Provisions****CHAPTER 209 Ethics Provisions**

CHAPTER 209

Ethics Provisions

- 209.01 Definitions.
- 209.02 Prohibited political activities.
- 209.03 Gift ban.
- 209.04 Exceptions.
- 209.05 Disposition of gifts.
- 209.06 Ethics Advisor.
- 209.07 Ethics Commission.
- 209.08 Reimbursement of expenses.
- 209.99 Penalty.

209.01 DEFINITIONS.

For purposes of this chapter, the following terms shall be given these definitions:

(a) "Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any Federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities: (i) relating to the support or opposition of any executive, legislative, or administrative action; (ii) relating to collective bargaining; or (iii) that are otherwise in furtherance of the person's official duties.

(b) "Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in Section 1-3 of the Election Code, being 10 ILCS 5/1-3.

(c) "Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act, being 5 ILCS 315/3.

(d) "Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this chapter, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

(e) "Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

(f) "Contribution" has the same meaning as that term is defined in Section 9-1.4 of the Election Code, being 10 ILCS 5/9-1.4.

(g) "Employee" means a person employed by the City, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

(h) "Employer" means the City of Berwyn.

(i) "Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value, including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

(j) "Leave of absence" means any period during which an employee does not receive: (i) compensation for employment; (ii) service credit towards pension benefits; and (iii) health insurance benefits paid for by the employer.

(k) "Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

(l) "Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities: (i) relating to the support or opposition of any executive, legislative or administrative action; (ii) relating to collective bargaining; or (iii) that are otherwise in furtherance of the person's official duties.

(m) "Political organization" means a party, committee, association, fund, or other organization, whether or not incorporated, that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code, being 10 ILCS 5/9-3, but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

(n) "Prohibited political activity" means:

(1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.

(2) Soliciting contributions, including but not limited to the purchase of, selling, distributing or

receiving payment for tickets for any political fund raiser, political meeting, or other political event.

(3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.

(4) Planning, conducting or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

(10) Preparing or reviewing responses to candidate questionnaires.

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.

(12) Campaigning for any elective office or for or against any referendum question.

(13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

(o) "Prohibited source" means any person or entity who:

(1) Is seeking official action: (i) by an officer; or (ii) by an employee, or by the officer or another employee directing that employee;

(2) Does business or seeks to do business: (i) with the officer; or (ii) with an employee, or with the officer or another employee directing that employee;

(3) Conducts activities regulated: (i) by the officer; or (ii) by an employee, or by the officer or another employee directing that employee; or

Section H

Communications From The Zoning Board of Appeals



H
THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

MICHAEL A. O'CONNOR, Mayor

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

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

March 26, 2008

ZONING BOARD OF APPEALS

CHAIRMAN: Joel Chrastka

EXECUTIVE SECRETARY: Milton F. Persin

MEMBERS:

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

Don Miller

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

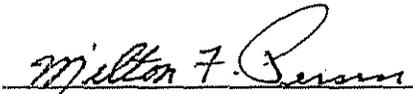
RE: Bobby Buonauro Clinic-3245 S. Grove Avenue

Dear Mr. Pavlik:

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

Please present to the City Council at your earliest convenience.

Sincerely


Milton F. Persin
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

The following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

**THE NORTH 20 FEET OF LOT 19 AND ALL OF LOTS 20 AND 21 IN BLOCK 8 IN BERWYN, A
SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

COMMON ADDRESS

3245 S. Grove Avenue

REQUEST BY APPLICANT

Operate a Medical Clinic

APPLICANT-(Individually and Collectively)

The Bobby Buonauro Clinic-Sal R. Sottile

DATE OF PUBLIC HEARING

March 18, 2008

DATE OF PUBLIC NOTICE PUBLICATION

February 28, 2008, Berwyn Gazette Newspaper

MEMBERS PRESENT

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

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

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

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

1. Mr. Sal R. Sottile, the Assistant Director, who is also an architect, testified on behalf of the applicant, with some help from the applicant, Elizabeth Buonauro and the owner of the property, Richard Oudeh. He testified that the first floor area contained six (6) separate medical offices, and Bobby Buonauro Medical Clinic intends to lease a certain area in the building, on the first floor, which was previously leased to three separate Doctors. The leased area measures about 30' X 70', 2,100 square feet, and extends from about the middle of the building east to the alley, which is at both the north and east sides of the building. This is in fact designated as a Medical Facility Building, the second floor has doctors offices, and the other 3 medical offices on the first floor will remain.

2. In regard to the Area to be leased, the owner stated that one of the doctors moved out a little less than a year ago, another about a month ago, and the last doctor will move at this time. (Mr. Persin stated that since one of the offices to be leased has been vacant for more than 6 months, according to the new amendment to the RO Retail Overlay District, the applicant needs to get an approval of the Conditional Use.)

3. The applicant will operate an out patient substance abuse Medical Clinic which includes alcohol and drug prescription abuse. Mrs. Buonauro stated that she has a similar successful Medical Clinic in Evanston Illinois, which has been in operation for about 6 years, and that clinic will remain open along with this Berwyn location. She is not a Doctor, but her expertise is in directing and supervising such a clinic, and she will be the Executive Director of the business. Mr. Sottile will be the assistant Director, and she intends to hire 2 or 3 licensed medical doctors who specialize in this type of practice, 2 to 3 counselors, about 3 nurses, one full time and 2 part time administrative clerical persons. (This differs a little from what was told to the area investigator.)

They must and will conform to the standards as required by the Center of Substance Abuse Treatment located in Washington D.C. (CSAT); will be accredited by the National Council of Accreditation for Drug Abuse; counselors will be licensed by the State of Illinois; and the business shall operate under the jurisdiction of the Illinois Drug Enforcement Administration.

4. Hours of operation will be from 5:00 A.M. to 12:00 P.M. Monday through Friday and 7:00 A.M. to 10:00 A.M. on Saturday, with no hours on Sunday. Most of their patients come in before they go to work and the hours of operation best accommodate their patients. They expect an average of around 100 patients a day. There is a fast turn-over as most are only on the premises for about 10 minutes.

5. This leased space in the building, as is the case for all offices in the building, will have its own heating and air-conditioning unit. They expect to have a reception area with the office area to the east. The main entrance is from the building lobby at the front of the building at Grove Avenue with an emergency exit at the alley east end of the leased area. There is no parking on site so all parking is on the street. The City of Berwyn is planning to build a 5 level parking garage across the street on the site of the present municipal garage, and this will certainly alleviate the parking problems. Most of the patients will be from the immediate area, and many will walk to the clinic and parking will be for very short periods. A MacNeal Hospital representative, who was present at the hearing, stated that although MacNeal has some substance abuse programs, none provide the same services as in this proposed clinic.

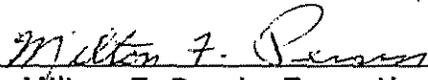
6. They will do some remodeling and will have two regular washrooms and one handicap washroom. They will not request any government subsidies and all patients bills are paid by insurance or by the patients personally. The fact that there is no direct street entrance to the clinic and no big sign, gives the patients the privacy they desire which makes this an excellent location for such a clinic.

7. Mrs. Mary Esther Hernandez, the area investigator, presented a written report which is incorporated by reference in this resolution. She met with Sal Sottile and Elizabeth Buonaro and they told her that this clinic is for treatment of substance abuse. They will treat people for drugs, alcohol, DUI assessment and intervention. It will be a 100% paid for service clinic. The initial staff will consist of 2 doctors, 1 director, 2 counselors, 3 nurses, 1 receptionist, 1 director and 1 security guard. They will be leasing what was previously three Doctors offices and the building is known as the Oudeh Building. Entrances and exits are through the front door of the building and a hall leads the way to the entrance and exit. There is a municipal parking lot for employees and a parking deck is scheduled to be built down the street. Mrs. Hernandez voted in favor of granting the Conditional Use to operate a Medical Clinic as described.

8. Messrs: Castaldo, Fejt, Miller, Chrastka, Persin and Mrs. Laureto all agreed with the area investigator and voted to grant a Conditional Use as requested. The final vote was 7 to 0 in favor of granting a Conditional Use for the applicant to operate a Medical Clinic as described in this RO Retail Overlay District in accordance with the testimony at the hearing and documents presented.

This resolution was adopted unanimously on the 18th day of March, 2008.

BERWYN ZONING BOARD OF APPEALS



Milton F. Persin-Executive Secretary

CONDITIONAL USE ORDINANCE # _____

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Conditional Use included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon; Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law; Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said Conditional Use; Whereas, the Applicant THE BOBBY BUONAURO CLINIC-ELIZABETH BUONAURO Has agreed to adhere to the Building Code of the City of Berwyn, Illinois; Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of ITS & HER privies, successors and assigns;

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

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois: Common address is 3245 S. Grove Avenue and legally described as follows:

The following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

THE NORTH 20 FEET OF LOT 19 AND ALL OF LOTS 20 AND 21 IN BLOCK 8 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

A Conditional Use is hereby granted to allow the operation of a Medical Clinic in this RO Retail Overlay District in accordance with the testimony at the hearing, documents presented, and the resolution.

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

Passed this _____ day of _____, _____.

Number Voting Yes: _____ Number Voting No: _____

Absent: _____ Abstain _____

Approved this _____ day of _____.

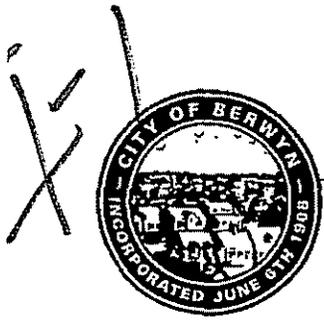
ATTEST:.

Tom Pavlik- City Clerk

Michael O'Connor-Mayor

Section I

Reports and Communications From Aldermen, Committees, Boards and Commissions



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

NONA N. CHAPMAN

First Ward Alderman

HM: (708) 484.Nona (6662)

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

April 3, 2008

Mayor Michael A. O'Connor

Members of the Berwyn City Council

Berwyn City Hall

SUBJECT: "Great American Clean-Up -- Depot District Style"

Ladies and Gentlemen,

Saturday, April 19, 2008 marks the date for this year's City-wide Earth Day observance. The "Great American Clean-Up -- Depot District Style"!

Please send the attached communication to the Police Chief and Public Works Director as support is necessary and contingent upon your approval.

Thank you for your consideration.

Nona N. Chapman
1st Ward Alderman

*Alderman
Nona N. Chapman
Berwyn, Illinois*

March 27, 2008

Dear Neighbors and Friends:

Saturday, April 19, 2008 marks the date for this year's City-wide Earth Day observance. The "Great American Clean-Up -- Depot District Style" kicks off with "coffee and" at Grounds for Appeal (3242 South Oak Park Avenue) at approximately 9:00 a.m. Our plan is to clean-up, fix-up, spruce-up and green-up the Burlington train station and surrounding areas. This will include litter clean-up and preliminary landscaping preparation, prior to Spring planting beautification.

We're looking for some serious volunteers and sponsors to roll up their sleeves, get down and dirty and join us in cleaning, beautifying and improving our neighborhood. It's all about the quality of life for our local environment and economy. Beautiful communities are not only aesthetically pleasing; they are economically vibrant places where people want to live, work, shop and play.

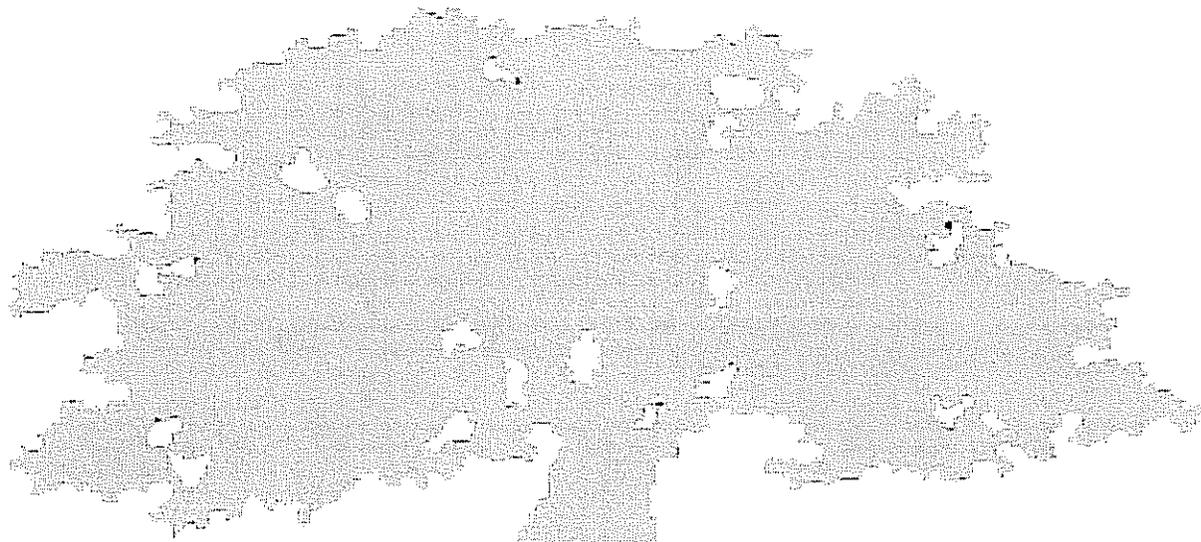
In the true spirit of community pride and cooperation, we hope you will consider participating in this joint effort partnering residents, businesses and government -- and truly make a difference within our City. Whether it be by donating your time and "muscle," providing clean-up equipment and/or supplies, or contributing monetarily, our hope is that you will get involved and become an integral part of this positive community endeavor. Grab a broom and garden gloves; come alone or bring a friend. Get inspired and "get green!"

We thank you in advance for your interest and participation. We look forward to a large turnout and good, "clean" time for all involved!

Sincerely,



Nona N. Chapman
1st Ward Alderman



Historic Depot District 1st ward cleanup for Earth Day.

Saturday, April 19th
9am to 12noon

meeting location at Grounds For Appeal (3242 Oak Park Ave.)

GET INVOLVED!

Sign up by April 12th. E-mail Nona Chapman at
aldchapmanward1@aol.com or call 708-484-6662



THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

NONA N. CHAPMAN

First Ward Alderman

IIM: (708) 484.Nona (6662)

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

April 3, 2008

Mayor Michael A. O'Connor

Members of the Berwyn City Council

Berwyn City Hall

SUBJECT: City Finances and Layoffs

Ladies and Gentlemen,

We have heard daily of tragic financial news. The impending recession, banks going under, homes being foreclosed, Cook county elected officials raising our taxes....and now you Mayor, wanting to end 30 of our city employees' employment. Are these employees your past unauthorized hiring's to be terminated? And if not, **WHY NOT?**

Over 3 years ago, I recommended and city council established a "hiring freeze" to stop wasteful spending and save precious tax dollars, yet you continued to hire regardless. You created new positions for Department Heads and Supervisor which one by one, added dollars to our over extended budget. **I ask WHY???**

You miss communicated the refinancing and restructuring of the bonds, boasting that it would lower our bond payments by millions of dollars per year, and we went for it...yet now, you state you need to terminate 30 employees? **WHY???**

As a past Budget Chairman, I know that the most efficient way of handling the budget once in draft format, was each aldermanic committee reviewed with their Department Head, the budget and received their input. **THIS YEAR**, you forced this budget down the throats of the citizens of this city with not much more than a cover letter on the city's internal workings and a place for a signature. **WHY????**

What exactly have you done this year in the budget to eliminate the millions of dollars of savings to our taxpayers, and then go further to want to eliminate the jobs of 30 of our employees? As you enter your final year of your term as Mayor of this city, I will not disrespect my constituents and allow you to go one step further.

It would be my recommendation to send this communication to the Finance Department and **I demand** a complete breakdown, of the budgets line items, of this year's budget, to be presented to the "legislators" at the next Committee of the Whole. So that conceivably the Alderman still have time to correct and cut this budget without terminating 30 employees, and still **save a lot more taxpayer's money.**

Nona N. Chapman
1st Ward Alderman



Michele D. Skryd
ALDERMAN FOURTH WARD
BERWYN, ILLINOIS

13
X

April 3, 2008

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

RE: Prohibiting Hand Held Cell Phones and Texting While Driving

Ladies and Gentlemen:

In the United States over 254 million people subscribed to such wireless communication devices as cell phones as of February 2008, compared with approximately 4.3 million in 1990, according to the Cellular Telecommunications & Internet Association.

Drivers who are distracted by talking on a cell phone or dialing numbers while they are driving are causing more and more accidents. Some municipalities have banned using cell phones while driving because it has caused such a major problem.

Increased reliance on cell phones has led to a rise in the number of people who use the devices while driving. There are two dangers associated with driving and cell-phone use, including text messaging. First, drivers must take their eyes off the road while dialing. Second, people can become so absorbed in their conversations that their ability to concentrate on the act of driving is severely impaired, jeopardizing the safety of vehicle occupants and pedestrians. Since the first law was passed in New York in 2001 banning hand-held cell-phone use while driving, there has been debate as to the exact nature and degree of hazard. The latest research shows that while using a cell phone when driving may not be the most dangerous distraction, because it is so prevalent it is by far the most common cause of this type of crash and near crash.

A survey of dangerous driver behavior was released in January 2007 by Nationwide Mutual Insurance Co. The survey of 1,200 drivers found that 73 percent talk on cell phones while driving.



Michele D. Skryd
ALDERMAN FOURTH WARD
BERWYN, ILLINOIS

In May 2007 Washington become the first state to ban the practice of texting with a cell phone while driving; New Jersey passed a similar law that took effect on March 1, 2008. In Washington, the fine for DWT (driving while texting) is set at \$101, but since it is a secondary offense a driver must be pulled over for some more grievous infraction before the penalty can be imposed. In New Jersey the fine for DWT is \$100, but the state has made the offense one of primary enforcement (see above). In Connecticut drivers can be fined \$100 not only for using a cell phone, but those pulled over for speeding or other moving violations can be fined for other driving distractions such as putting on makeup or turning to discipline children in the back seat. In New York, the first state to enact such legislation, in 2001, drivers face fines of \$100 for the first violation, \$200 for the second and \$500 thereafter.

Following is a court ruling. I would also ask that our HR department consider adding to the employee policy hand book that hand held cell phones and texting be prohibited by all city employees while operating a city vehicle.

- **Court Decisions:** In December 2007 International Paper Co. agreed to pay a \$5.2 million settlement to a Georgia woman who was rear-ended by one of its employees. The employee was driving a company car and talking on a company cell phone at the time of the accident. The settlement was reached even though the employee had violated her company's policy of requiring the use of hands-free headsets while driving. The suit is among the most recent of several cases where an employer has been held liable for an accident caused by a driver using a cell phone.

I have been asked by many residents to move forward on a local ordinance to address the use of hand held cell phones, and texting while driving. The dangers of both are as serious as driving while intoxicated. I know we have many police issues that need to be addressed and would ask at the very least for consideration to have this local ordinance be a secondary offense as I believe it to be in the City of Chicago. It would be my recommendation to refer this information to the Berwyn Police Department for review and consideration of passage of a local ordinance and to set the fines pertaining to prohibiting both such uses.

Respectfully,

Michele D. Skryd
4th Ward Alderman

The following is copy of the City of Chicago's use of mobile telephones:

Use of mobile telephones.

(a) Except as provided by subsection (b) of this section, no person shall drive a motor vehicle while using a mobile, cellular, analog wireless or digital telephone.

(b) The provisions of the ordinance shall not apply to:

(1) Law enforcement officers and operators of emergency vehicles, when on duty and acting in their official capabilities.

(2) Persons using a telephone with a "hands free" device allowing the driver to talk into and listen to the other party without the use of hands.

(3) Persons using a telephone to call 911 telephone numbers or other emergency telephone numbers to contact public safety forces.

(4) Person using a telephone while maintaining a motor vehicle in a stationary parked position, and not in gear.

(c) Any person who violates subsection (a) of this section shall be subject to a fine of \$75.00, provided however, that if a violation occurs at the time of a traffic accident, the driver may be subject to an additional fine not to exceed \$200.00.



Michele D. Skryd
ALDERMAN FOURTH WARD
BERWYN, ILLINOIS

April 4, 2008

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

RE: 4th Ward Bicycle Racks and Garbage Cans

Ladies and Gentlemen:

The 4th Ward businesses in the area of 26th Street and Ridgeland Avenue are asking for assistance to enhance the small but still vital neighborhood shopping and social entities. The streets are constantly full of litter and becoming unsightly. The businesses are asking for additional garbage cans to be placed.

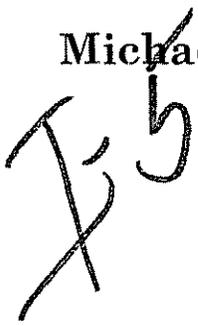
The price of gas is expected to reach the \$4.00 mark by summer. The businesses have also asked for bike racks in that area. I would request three racks be placed. The suggested locations are 26th Street and Clarence, 26th Street and Ridgeland on the south side and at about the mid point of the 2600 block of Ridgeland Avenue.

It would be my recommendation that these garbage cans and bike racks be ordered and placed as soon as possible by the Public Works department.

Respectfully,

Michele D. Skryd

Michele D. Skryd
4th Ward Alderman


Michael A. O'Connor
Mayor



James Frank
Director of Computer Services

A Century of Progress with Pride

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

April 3, 2008

City Council
6700 West 26th Street
Berwyn, IL 60402-0701

Re: Sign located at 7026 W. Cermak

Dear Mayor and Members:

I have received a request from the attorney for the purchaser of 7026 W. Cermak Road to investigate the denial by the Building Director of the use of the sign located on the premises. I have spoken with the Building Director regarding his decision and he has expressed that he has no problem with this communication being brought to the floor. I have also spoken to Alderman Skryd regarding the new sign ordinance. We do not feel that this particular sign is affected by the ordinance.

The Director makes his decision on the fact that the legal non conforming sign has been vacant for over one year. I disagree. The building seller has maintained and used the premises as an extension of his current business. In addition, he has paid the fees to the City of Berwyn for the sign. The purchaser has a proposed remodel of the entire building in which he will invest large sums of money. To deny him the use of the existing sign and force him to spend more money reworking the signage for his business is unnecessary.

I would ask that Council approve the use of the existing sign. Thank you for your consideration of this request

Respectfully,

Robert J. Lovero

RJL:gac



THE CITY OF **BERWYN, ILLINOIS**

Building A New Berwyn

MICHAEL A. O'CONNOR, *Mayor*

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

Date: **04-03-08**

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

Ladies and Gentlemen:

A meeting of the **COMMITTEE OF THE WHOLE** was held

On **3-25-08** at **6:00**.

Those in attendance were:

Chapman, Ramos, Skryd, Day, Phelan, Lovero, Erickson, O'Connor

The matter discussed was Referral Item # **45** dated **3-11-08** in regard to: **Crime Free Multi-Tenant Housing Ordinance.**

It is the recommendation of the committee that a meeting be held with local realtors regarding concerns and bring forth any amendments as necessary. An additional meeting will be held on the morning of Tuesday, April 8th. A final draft will be presented at Committee of the Whole for your consideration.

Voting Aye: **7**

Voting Nay: **0**

Adjourned: **8:00pm**

Michael A. O'Connor – Chairman

ORDINANCE NO. _____
AN ORDINANCE ESTABLISHING LICENSING AND INSPECTION OF MULTI-
TENANT DWELLINGS AND MIXED USE PROPERTIES IN THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN,
COOK COUNTY, ILLINOIS

Whereas, the City of Berwyn adopted Ordinance No. 07-34 on July 10, 2007, entitled “An Ordinance Establishing Licensing and Inspection of Multi-Family Dwellings” Chapter 880; and

Whereas, the City has further decided to replace the Ordinance to provide for the implementation of the Crime-Free Multi-Tenant Housing Program; and

Whereas, the purpose of this Ordinance is to protect, preserve, and promote the safety, health and social well being of the residents of the City by promoting the Crime Free Program in conjunction with enforcement of minimum living standards;

Now, Therefore be it Ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, in the exercise of Berwyn’s home-rule powers as follows:

Section 1: Section 880 of the City of Berwyn Codified Ordinances is hereby amended to read as follows replacing the existing Section 880 adopted in July of 2007:

REGISTRATION AND INSPECTION OF MULTI-TENANT/MIXED-USE PROPERTIES

880.01 – AUTHORITY OF DIRECTOR

The Director shall implement and enforce this article and may by written order establish such rule, regulations, or procedures, not inconsistent with this article, as Director determines are necessary to discharge any duty under or to affect the policy of this article.

880.02 – REGISTRATION REQUIRED; DEFENSES

- (a) A person commits an offense if he owns or operates a multi-tenant/mixed-use property in the city without a valid **Rental Operation License (ROL)** issued under this article.
- (b) The License shall be issued by the City in accordance with the provisions of this Chapter for a period of one (1) year, unless sooner revoked, and may be renewed according to the guidelines set forth in Section 880.08.
- (c) Any licensee violating any of the provisions of this Chapter shall be subject to a fine as provided in Section 202.99 of this Code.
- (b) It is a defense to prosecution under this section that an annual exemption affidavit, signed and sworn to by the owner of a multifamily property or the owner’s authorized agent and stating that no dwelling units in the multifamily property are leased or offered for lease (and are vacant), is filed with the Director on an Exemption form provided by the Building Department.

880.03 – REGISTRATION APPLICATION

To obtain the **ROL** for a multi-tenant dwelling of five (5) or more units and/or a mixed-use property, the owner or authorized agent must submit an application provided for that purpose to the Collector’s Office. The applicant must be the person who owns, controls, or operates the multi-tenant/mixed-use property. The application must contain the following information:

- (1) Name, address and telephone number of the applicant/owner of the property
- (2) Name, all legal addresses and main telephone number, if any, of the multi-tenant/mixed-use property
- (3) Name, address, and telephone number of a person or persons to contact in an emergency as required by Section 880.10 of this article.
- (4) Number of units and/or buildings located on the multi-tenant/mixed-use property
- (5) Numbering sequences and a floor by floor diagram of unit locations in each building
- (6) Names, addresses and telephone numbers of any lien holders and insurance carriers for the multi-tenant/mixed-use property
- (7) Name, address and telephone number of designated property manager and/or authorized agent of the multi-tenant/mixed-use property
- (8) Such additional information as the applicant deems necessary to include or that the Director requires to aid in the determination of whether the requested **ROL** should be granted.

880.04 – REGISTRATION FEES

- (a) The fee for the **ROL** for a multi-tenant/mixed-use property is an amount equal to a flat rate of \$100 per address with an additional \$15 charge per unit.
- (b) Registration and unit fees are non-refundable.

880.05 – ISSUANCE, DENIAL AND DISPLAY OF CERTIFICATE OF REGISTRATION (LICENSE)

- (a) Upon payment of all required fees, the Director shall issue the **ROL** for a multi-tenant/mixed-use property to the applicant if the Director determines that:
 - (1) The applicant has complied with all requirements of issuance of the **ROL**;
 - (2) The applicant has not made false statements as to any material matters included within an application for the **ROL**;
 - (3) The applicant has no outstanding fees assessed under this article or any other outstanding fees owed to the City of Berwyn;
 - (4) Operation of the multi-tenant/mixed-use property does not violate the city's zoning ordinances;
 - (5) The applicant has successfully completed/participated in the Crime Free Housing Training Program as referenced in Section 14.
- (b) If the Director determines that the requirements of Subsection (a) have not been met, the Director shall deny the **ROL** to the applicant.
- (c) If the Director determines that an applicant should be denied the **ROL**, the Director shall notify the applicant in writing by certified mail prior to the March 31st renewal that the application is denied and include in the notice the reason for denial and a statement informing the applicant of the right of appeal. Appeal must be filed within twenty (20) days of the date of notification. Appeal must be made in writing and submitted to Director.
- (d) The **ROL** issued under this section must be displayed to the public in a manner and location approved by the Director. The **ROL** must be presented upon request to the Director or any City Official for examination.

880.06 – REVOCATION OF LICENSE

- (a) The Director shall revoke any **ROL** for a multi-tenant/mixed-use property if the Director determines that:
 - (1) The registrant failed to comply with any provision of the chapter, any other city ordinance, or any state or federal law applicable to the operation of a multi-tenant/mixed-use property;

- (2) The registrant intentionally made a false statement as to a material matter in the application or in a hearing concerning the **ROL**;
 - (3) The registrant failed to pay fees required by this article at the time it was due;
 - (4) Operation of the multi-tenant/mixed-use property violates the city's zoning ordinances;
 - (5) In the event a condition of extreme hazard to health or safety is found to exist;
 - (6) The applicant failed to complete/participate in the Crime Free Housing Training Program as set forth in Section 880.15;
 - (7) The applicant failed to follow guidelines as set forth in the Crime Free Housing Program as set forth in Section 880.15.
- (b) Before revoking the **ROL** under subsection (a), the Director shall notify the registrant in writing by certified mail that the **ROL** is being considered for revocation. The notice must include the reason for the proposed revocation, action the registrant must take to prevent the revocation and a statement that the registrant has ten (10) days to comply with the notice.
 - (c) If, after ten (10) days from receipt of the notice required in Subsection (b), the registrant has not complied with the notice, the Director shall revoke the **ROL** and notify the registrant in writing by certified mail of the revocation. The notice must include the reason for the revocation, the date the Director orders the revocation, and a statement informing the registrant of the right of appeal. Appeal must be filed within thirty-five (35) days of the date of notification. Appeal must be made in writing and submitted to the Director.
 - (d) Each day a building continues to operate after a license has been revoked shall constitute a separate violation of this Code subject to local adjudication and fine, as provided in Section 202.99 of this Code.

880.07 – VIOLATION CORRECTION BY THE CITY OF BERWYN

In the event a violation which presents a condition of extreme hazard to health and safety is found and it is not corrected within the time specified by the City, then the City may cause the violation to be corrected. Any expense incurred by the City as a result of the repairs required to correct said violations shall be collected from the licensee in full within thirty (30) days of the date of correction. Failure to pay expenses owed to the City will result in a lien against the property.

880.08 – APPEALS

If the Director denies issuance or renewal of the **ROL** or revokes the **ROL** issued pursuant to this article, this action is final unless the applicant or registrant files an appeal with the Appeal Board in accordance with the Administrative Review Act. The Appeal Board will consist of five people appointed by the Mayor and shall be made up of at least two elected officials and at least two residents and/or multi-tenant property owners.

880.09 – EXPIRATION AND RENEWAL OF LICENSE

- (a) The **ROL** for a multi-tenant/mixed-use property expires March 31st each calendar year.
- (b) The **ROL** may be renewed by completing an application in accordance with Section 3. A registrant shall apply for renewal at least 30 days prior to the expiration of the **ROL**.
- (c) Applications must be submitted along with payment of fees to the Collector's Office.

880.10 – NONTRANSFERABILITY

A Rental Operation License (ROL) for a multi-tenant/mixed-use property is not transferable. When a property is transferred, the new owner will have the Compliance period of ninety (90) days from the date of transfer to complete the requirements as outlined in this Ordinance.

880.11 – REGISTRANT’S RECORDS – ~~WOULD PREFER DELETED~~

- (a) Each registrant shall maintain (all) ~~the following~~ business records of the multi-tenant/mixed-use property at a single location. A registrant shall make those records available for inspection by the Director or any City Official at reasonable times upon request.
- (b) Records must be maintained by the registrant include but are not limited to;
 - (1) The current **ROL** issued for the property
 - (2) Records of ownership of the property
 - (3) Name and telephone number of the property manager
 - (4) The Crime Free Prevention Addendum for each tenant of the property as required under Section 880.16.
 - (5) A Certification of Completion of the Crime Free Housing Training Program as required under Section 880.15.
 - (6) (Any other records deemed necessary by the Director for the administration and enforcement of this article.) ~~Any records related to code violation issues.~~

880.12 – EMERGENCY RESPONSE INFORMATION

- (a) An owner or operator of a multi-tenant/mixed-use property shall provide the Director with the name, address and telephone number of a person or persons who can be contacted 24 hours a day, seven days a week in the event of an emergency condition on the property. An emergency condition includes any fire, natural disaster, collapse hazard, burst pipe, lack of working utilities, serious police incident or other conditions that requires an immediate response to prevent harm to the occupants, the property or the public.
- (b) The owner or operator of the multi-tenant/mixed-use property shall notify the Director within five (5) days of any change in the emergency response information.
- (c) ~~The owner or operator of a multi-tenant/mixed-use property, or an authorized agent, must be able to be contacted in the event of any emergency regarding the property at any given hour. In extreme or life threatening circumstances this owner or agent may be needed at the property. In these cases, the agent or representative will need to be available within two hours after first contact from city personnel.~~

880.13 – NOTIFICATION OF CHANGE OF INFORMATION

A registrant shall notify the Director within five (5) days of any material change in the information contained in the application for the **ROL** for a multi-tenant/mixed-use property.

880.14 – PROPERTY INSPECTIONS; INSPECTION AND REINSPECTION FEES

- (a) The Director or designated agent may inspect any multi-tenant/mixed-use property in this city for code violations in accordance with applicable Berwyn City Ordinances and ICC Codes. The properties will be inspected at least once every three (3) years by the Director or designee. The inspections are to include all external areas, all common areas and at least one third of all occupied (not vacant) units. The inspections specific to the units will be on a rotating basis. Therefore, all units in each building will be inspected within a nine year period. (Newly constructed units issued a certificate of occupancy within the preceding three (3) years are exempt until the fourth year of occupancy of the first unit.) Inspections may be conducted more frequently at the discretion of the Director. After completing an inspection, the Director or designee shall enter the results of inspection report into the property log. The Director or designee may conduct additional inspections on any multi-tenant/mixed-use

property at any time the Director deems necessary, when determined to be in the interest of the public health, safety and/or welfare.

- (b) The owner or operator of a multi-tenant/mixed-use property shall pay to the City of Berwyn the following fees for inspections of the property:
 - (1) Fee for initial inspection of multi-tenant/mixed-use property shall be included in the yearly registration fee.
 - (2) In the case that substandard conditions or other violations exist on a property and require a reinspection, the reinspection fee is \$50.
 - (3) If the property fails to possess or display the required documentation, including but not limited to permits, notices, license, records or the **ROL**, the reinspection fee is \$20.
- (c) When a multi-tenant/mixed-use property is inspected by the Director or designated agent and a violation(s) of this code is/are found, the building or premises will (after the expiration of any time limit for compliance given a notice or order issued because of the violation) be reinspected by the Director or designated agent to determine if the violation(s) has/have been corrected.
- (d) The owner of the multi-tenant/mixed-use property shall pay to the City of Berwyn the following fees for each reinspection that must be conducted before the violation is determined to be eliminated:
 - (1) For a reinspection conducted inside units of a multi-tenant/mixed-use property, the fee is \$30 times the number of units actually inspected.
 - (2) For a reinspection of the exterior and common areas of a multi-tenant/mixed-use property, the fee is \$30 for each separate violation site inspected.

880.15 – CRIME FREE PREVENTION

- (a) Any owner, agent or designee of residential rental property is required to utilize a crime free lease addendum or have a clause in the lease similar to a crime free lease addendum for any leases executed. At the Crime Free Multi-Housing Training Seminar, samples of the crime free lease addendum will be provided. The clause is to make criminal activity (not limited to violent criminal activity or drug related criminal activity engaged by, facilitated by or permitted by the renter, member of the household, guest or other party under the control of the renter) a lease violation. The landlord shall have the authority under that clause to initiate an eviction proceeding as specified by the Illinois Compiled Statutes of Forcible Entry and Detainer statutes. Proof of criminal violation shall be a preponderance of the evidence.
- b) Crime Free Multi-Housing Requirements:
 - (1) The owner, manager, operator, or other person in control of a multi tenant/mixed use property must attend a Crime Free Multi-Housing training session to obtain a license under this ordinance.
 - (2) Each property shall submit to a simple inspection of the exterior of their properties along with an inspection of all common areas of the rental building. These inspections are based on the concept of Crime Prevention Through Environmental Design (CPTED).
 - (3) Each property shall have a Community Social/Community Meeting introducing Crime Free Multi-Housing to their tenants. The Social is designed to gather ideas and concerns to make their building and community safer.
 - (4) Each owner, manager, operator or other person in control of a multi-tenant/mixed use property must attend a refresher training session for Crime Free Multi-Housing every three years.

- (5) Failure to obtain the above requirements shall result in a suspension and/or revocation of the **ROL** license and be subject to fines and or penalties under this ordinance or the Criminal Statutes of Illinois.

880.16 – CRIME FREE ADDENDUM

- a) The owner of a multi-tenant/mixed-use property shall require that every lease or rental agreement, or renewal of a lease or rental agreement, executed after September 1, 2008, include a Crime Free Prevention **Lease** Addendum. Samples of this addendum will be provided by the Police department, at the Crime Free Multi-housing Training Seminar and Community Socials to be held by each building owner. These addendums provided through the Crime Free Prevention Training Program comply with this section.
- (b) The Crime Free Prevention Addendum must include the following information:
- (1) The name, date of birth, driver’s license number (or, if the person does not have a driver’s license, the number on any other government-issued personal identification card containing a photograph of the person), and signature of the applicant named in the lease or rental agreement, and if the applicant will not be occupying the multi-tenant/mixed-use property, the name, date of birth, driver’s license number (or, if the person does not have a driver’s license, the number on any other government-issued person identification card containing a photograph of the person), and signature of the tenant who will be occupying the property. The signature required on the Crime Free Prevention **Lease** Addendum must be separate and apart form the signature used to execute other provisions of the lease.
- (2) A statement advising the applicant and tenant that the owner of the multi-tenant/mixed-use property will initiate eviction proceedings if the applicant or tenant, or any guest or co-occupant of the applicant or tenant, engages in any criminal activity, that would violate Illinois State Statutes or Berwyn City Ordinances, on or around the premises of the multi-tenant/mixed-use property.

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

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

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

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

TOTAL				
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Approved this _____ day of _____, 2008.

ATTEST:

Thomas J. Pavlik
City Clerk

MICHAEL A. O'CONNOR
MAYOR CITY OF BERWYN

Section J

Staff Reports

51

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 04/08/08

Deferred Communication

Agenda Item J-1 is a Deferred Communication from C C Meeting dated 03/25/08 Agenda item 28

FROM FIRE CHIEF

Re: RECENT APPROVAL OF AMBULANCE PURCHASES



The City of BERWYN, Illinois Fire Department

Denis O'Halloran, Fire Chief

Frank Simek, Assistant Fire Chief

6700 West 26th Street * Berwyn, Illinois 60402-0701 * Telephone: 708.788.2660 ext 251
Fax: 708.788.3990

ITEM NO. 28

DATE MAR 25 2008

DISPOSITION

Refer to
Refer to

March 19, 2008

**TO: Mayor O'Connor
Members of City Council**

FROM: Assistant Chief O'Halloran

RE: Recent approval of Ambulance purchases

I would like to thank the Mayor and City Council for your recent vote and support to replace our two oldest ambulances and command staff vehicles in the fleet. At this time all the vehicles have been ordered and we are waiting for their delivery in the future.

The purpose of this communication is to reserve the funds in the future for the needed vehicle and equipment replacement. Therefore I would ask that the future funds received from MRI Transports be placed into a Fire Department revenue line item or Capitol Improvement account for purchasing of Fire Department and EMS equipment and vehicles in the future. We need to begin to replace some of the equipment on the ambulances and plan for future replacement of vehicles and equipment.

Please let me know what direction to proceed.

Thank you in advance for your prompt attention on this matter.

Respectfully

Fire Chief
Denis O'Halloran



MEMORANDUM

To: Mayor Michael O'Connor and the City Council of the City of Berwyn
cc: City Clerk Thomas Pavlik, BDC Director Griffin and Sara Bratcher

From: Mark Sterk and Joseph Montana

Date: April 2, 2008

Re: Notice of Public Hearing and Public Notices on the Vacation of Wenonah Avenue

Please find a copy of the notice of public hearing with regard to the vacation of that portion of Wenonah Avenue between Roosevelt Road and the alley located approximately 125 feet south of the intersection of Wenonah Avenue and Roosevelt Road (the "Property"). The exact date and time of the public hearing will need to be determined.

The notice of public hearing must be published in a newspaper of general circulation within the corporate boundaries of the City no less than 15 days nor more than 30 days before the public hearing. A map of the area that depicts the Property must be available for public inspection in the office of the City Clerk.

In addition, a public notice and a copy of the map must be sent by certified and U.S. Mail no less than 15 days nor more than 30 days to every property and business owner (including the petitioner) as well as every tax assessee of property adjacent to the Property. A sample letter with regard to the public notice is also attached. It is my understanding that BDC staff will work with the office of the City Clerk to ensure the mailing of the public notice is timely sent to all of the above referenced parties.

Before the public hearing, a plat of vacation will need to be prepared. The plat of vacation will need to identify the legal description of the Property and the legal description of the lot acquiring the Property as well as the identification and legal description of any public utility easements reserved to the City or other such utilities.

At the time of the public hearing, the petitioner will need to explain the purpose of the request and will need to address the rights of interested parties and adjacent property owners. Because the purpose of the public hearing is to assist the City in ascertaining facts to determine if the public interest is best served by the vacation, all interested parties must be given an unrestricted opportunity to be heard.

Please authorize the City Clerk to schedule the public hearing as well as cause the publication and mailings of the notices as described above.

As always, please do not hesitate to contact us, if you have any questions or would like to discuss a matter further. Thank you for your consideration.

**NOTICE OF PUBLIC HEARING
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

PUBLIC NOTICE is hereby given that a public hearing will be held on April _____, 2008, at _____ p.m. before the Mayor and City Council of the City of Berwyn, Cook County, Illinois, in the Berwyn City Hall, 6700 West 26th Street, Berwyn, Illinois 60402 to consider the vacation of Wenonah Avenue between Roosevelt Road and the alley located approximately 125 feet south of the intersection of Wenonah Avenue and Roosevelt Road (the "Property").

The purpose of this public notice is to inform all interested parties about the public hearing and the proposal to vacate said public right-of-way before the City Council will consider an ordinance to vacate the Property, herein identified and legally described, as follows:

PARCEL 2

ALL THAT PART OF THE 66 FOOT STREET LYING EAST OF AND ADJACENT TO LOT 1, IN BLOCK 14 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AREA OF PARCEL 2 = 8,250 SQUARE FEET OR 0.19 ACRES

The petitioner, Citizens Community Bank, is requesting the vacation and title to the Property, as part of its plan to construct a new facility.

YOU ARE HEREBY invited to attend said public hearing and will be given an opportunity to be heard in respect to any issue pertaining to the proposed vacation of the Property. A map depicting the exact location of the Property is available for examination in the office of the City Clerk, Berwyn City Hall, 6700 West 26th Street, Berwyn, Illinois 60402. In the event of questions, please contact Thomas J. Pavlik, City Clerk, Berwyn City Hall, 6700 West 26th Street, Berwyn, Illinois 60402 or at 708.788.2660 or Sara Bratcher, Berwyn Development Corporation, 3322 South Oak Park Avenue, Berwyn, Illinois 60402 or at 708.788.8100.

/s/ Thomas J. Pavlik, City Clerk

TO BE PRINTED ON CITY STATIONARY

April _____, 2008

CERTIFIED AND U.S. REGULAR MAIL

NAME

ADDRESS

CITY, STATE ZIP CODE

To Whom It May Concern:

Enclosed please find a Notice of Public Hearing from the City of Berwyn, Cook County, Illinois. The public hearing will consider the vacation of that portion of Wenonah Avenue between Roosevelt Road and the alley located approximately 125 feet south of the intersection of Wenonah Avenue and Roosevelt Road (the "*Property*"). A map of the Property to be vacated is also enclosed.

The public hearing will be held on April _____, 2008 at _____ p.m. in the Berwyn City Hall, 6700 West 26th Street, Berwyn, Illinois 60402.

If you have any questions, please contact the office of the City Clerk at 708-788-2660.

/s/ Thomas J. Pavlik, City Clerk

GREMLEY & BIEDERMANN

LICENSE NO. 03-001181
 PROFESSIONAL LAND SURVEYORS
 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
 TELEPHONE: (773) 655-5102 FAX: (773) 226-4181 EMAIL: INFO@FLCS-SURVEY.COM

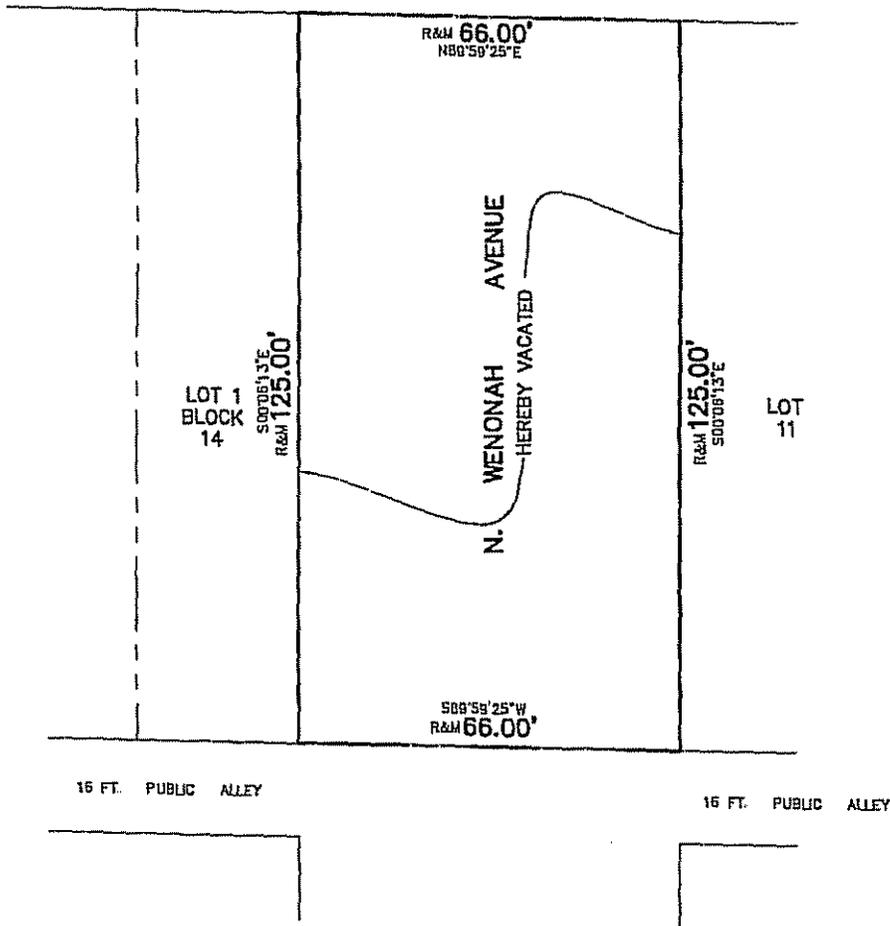
Plat of Vacation

Parcel to be Vacated as described hereon

ALL THAT PART OF THE 66 FOOT STREET LYING EAST OF AND
 ADJACENT TO LOT 1, IN BLOCK 14 IN THE SUBDIVISION OF SECTION 19,
 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
 MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 8,250 SQ. FT. MORE OR LESS

W. ROOSEVELT ROAD
 (66 FT. R.O.M.)



State of Illinois)
 County of Cook)ss

I, _____, a Professional Illinois Land Surveyor, do hereby certify that I have prepared the plat hereon drawn from previous plats and records for purposes of vacating the same as shown on the plat hereon drawn. Dimensions are shown in feet and decimal parts thereof.

Dated: _____

Professional Illinois Land Surveyor # _____
 My license expires November 30, 2008

ORDERED BY: CHICAGO DEPARTMENT 8438 ADDRESS: 7011 W. ROOSEVELT	CHECKED: DRAWN: EL
GREMLEY & BIEDERMANN	
LICENSE NO. 03-001181 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 655-5102 FAX: (773) 226-4181 EMAIL: INFO@FLCS-SURVEY.COM	
2008-10655-001	DATE: MARCH 21, 2008 SCALE: 1" = 20' PLAT: 1 OF 1

53

Odelson & Sterk, Ltd.
3318 W. 95th St.
Evergreen Park, IL 60805

April 4, 2008

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

Re: Ordinance authorizing Purchase of 7124 – 26 W. Cermak Rd.

Dear Mr. Pavlik:

Please put the attached Ordinance Authorizing the Execution of a Real Estate Contract for the Purchase of Real Property at 7124 – 26 West Cermak Road and Between the City of Berwyn, Cook County, Illinois and Hinckley Consulting, L.L.C. on the Agenda for the April 8, 2008 City Council meeting.

Very truly yours,

/s/ Richard F. Bruen, Jr.

Richard F. Bruen, Jr.

RFB/rs

Attachments

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER-

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE
CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 7124 - 26 WEST
CERMAK ROAD AND BETWEEN THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS AND HINCKLEY CONSULTING, L.L.C.**

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on April 8, 2008
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 7124 - 26 WEST CERMAK ROAD AND BETWEEN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS AND HINCKLEY CONSULTING, L.L.C.

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

WHEREAS, the City has adopted Ordinance No. 08-22 Authorizing the Acquisition of Property and the Exercise of the Power of Eminent Domain to Acquire Certain Properties within the Amended Berwyn Theater Tax Increment Financing District; and,

WHEREAS, Hinckley Consulting, L.L.C. is the owner of a certain parcel of real property identified by permanent index number (PIN) 16-19-324-033-0000 and 16-19-324-034-0000 and commonly known as 7124 – 26 W. Cermak Road, Berwyn, Illinois (hereinafter the *Subject Property*); and,

WHEREAS, the Subject Property is located within the subject area of Ordinance No. 08-22; and,

WHEREAS, the City has determined that acquisition of the Subject Property will further the type of development contemplated in the Amended Berwyn Theater Redevelopment Project and Plan as specified by Ordinance No. 08-22; and,

WHEREAS, it is in the best interest of the City to acquire ownership of the Subject Property, upon satisfaction of all terms and conditions hereinafter set forth in its offer to purchase the Subject Property and in accordance with its endeavor to further economic development.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Agreement for Purchase and Sale of Real Estate (the *AContract@*), a copy of which is attached hereto and made a part hereof, to convey the real property identified therein by and between the City, Buyer, and Hinckley Consulting, L.L.C., Seller, is hereby approved substantially in the form presented.

Section 3. That the Mayor is hereby authorized to execute said Contract and any and all documents required to implement the provisions stated therein.

Section 4. That the City's special counsel Neal and Leroy, LLC is hereby authorized to negotiate and undertake any and all actions on the part of the City as contained in said Contract and complete such documentation to satisfy any and all conditions stated therein.

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 8th day of April 2008, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				

Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor on April ____, 2008.

Michael A. O'Connor
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

Michael A. O'Connor
Mayor



Thomas Pavlik
City Clerk

A Century of Progress with Pride

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

CERTIFICATION

I, Thomas J. Pavlik, the Clerk
Name

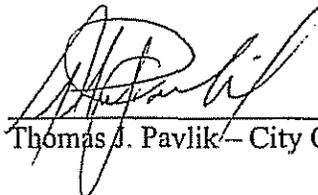
of the City of Berwyn of the County of Cook

State of Illinois, do hereby certify that I am keeper of its books and records
and that the foregoing is a true and correct copy of Ordinance No. 08-22 entitled:
Authorizing the Acquisition of Property and the Exercise of the Power of Eminent
Domain to Acquire Certain Properties Within the Amended Berwyn Theater Tax
Increment Financing District

The original/s is/are on file in my office.

Dated at the City of Berwyn, Berwyn, Illinois the 17th day of March, 2008




Thomas J. Pavlik - City Clerk

Ordinance 08-22

Authorizing the Acquisition of Property and the Exercise of the Power of Eminent Domain to Acquire Certain Properties Within the Amended Berwyn Theater Tax Increment Financing District

WHEREAS, on July 14, 1987, the City Council (the "City Council") of the City of Berwyn (the "City") adopted Ordinance No. 87-35 approving a Tax Increment Redevelopment Plan and Project for the Berwyn Theater Area Redevelopment Project Area; Ordinance No. 87-36 designating the Berwyn Theater Area Redevelopment Project Area and Ordinance No. 87-37 adopting tax increment allocation financing for the Berwyn Theater Area Redevelopment Project Area; and

WHEREAS, the City Council found it necessary to expand the Berwyn Theater Area Redevelopment Project Area, and following notices to the public and public hearings, the City Council on January 28, 1997, adopted the following ordinances: Ordinance No. 97-02 approving a Tax Increment Redevelopment Plan and Project for the Amended Berwyn Theater Tax Increment Redevelopment Project Area; Ordinance 97-03 Designating the Amended Berwyn Theater Area Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and Ordinance 97-04 Adopting Tax Increment Allocation Financing for the Amended Berwyn Theater Area Tax Increment Redevelopment Project Area; and

WHEREAS, among the redevelopment objectives of the Amended Berwyn Theater Tax Increment Redevelopment Project Area is the objective to assemble land into parcels of sufficient shape and size for disposition and redevelopment in accordance with the Berwyn Amended Theater Redevelopment Plan, the City's comprehensive Plan and with contemporary development needs and standards; and

WHEREAS, the Amended Berwyn Theater Tax Increment Redevelopment Project and Plan authorizes the utilization of property assembly techniques, allowing the City to acquire and assemble land for the purpose of redevelopment and for the purpose of disposition to private developer or developers for the purpose of encouraging investment and new development; and

WHEREAS, the north side of Cermak Avenue between Maple Street and Harlem Avenue consists of diverse parcels that may be assembled for redevelopment in accordance with the Amended Berwyn Theater Tax Increment Redevelopment Project and Plan;

NOW, THEREFORE, be it ordained by the City Council of the City of Berwyn, Cook County, Illinois as follows:

Section 1. The City Council adopts the findings and determinations set forth in the preamble hereto as though fully set forth herein.

Section 2. It is necessary, desirable and in the best interest of the City for the City to acquire the properties set forth and described on Group Exhibit A attached hereto and made a part hereof (the "Subject Property"). The acquisition of the Subject Property is necessary in partial fulfillment of the Amended Berwyn Theater Tax Increment Financing Project and Plan.

Section 3. Special counsel for the City, Neal & Leroy, LLC, is authorized on behalf of the City to extend offers for the purchase of the Subject Property to the owners thereof. Any offers to purchase that are accepted by an owner or owners of the Subject Property shall be subject to approval by the City Council.

Section 4. If special counsel is unable to negotiate or successfully conclude an agreement with the owner or owners of the Subject Property, special council may institute an action on behalf of the City pursuant to the Illinois eminent domain law to acquire such properties by condemnation.

Section 5. This ordinance shall be in full force and effect immediately upon its passage by the City Council as provided by law.

ADOPTED this 11th day of March, 2008, by the City Council of the City of Berwyn, Cook County, Illinois, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	Excused PRESENT
Chapman	✓			
Ramos		✓		
Weiner	✓			
Skryd	✓			
Phelan	✓			
Lovero	✓			
Day	✓			
Erickson				✓
O'Connor (Mayor)				
TOTAL	6	1		1

APPROVED by the Mayor on March 12, 2008.

Michael A. O'Connor
MAYOR

Michael A. O'Connor

ATTEST:

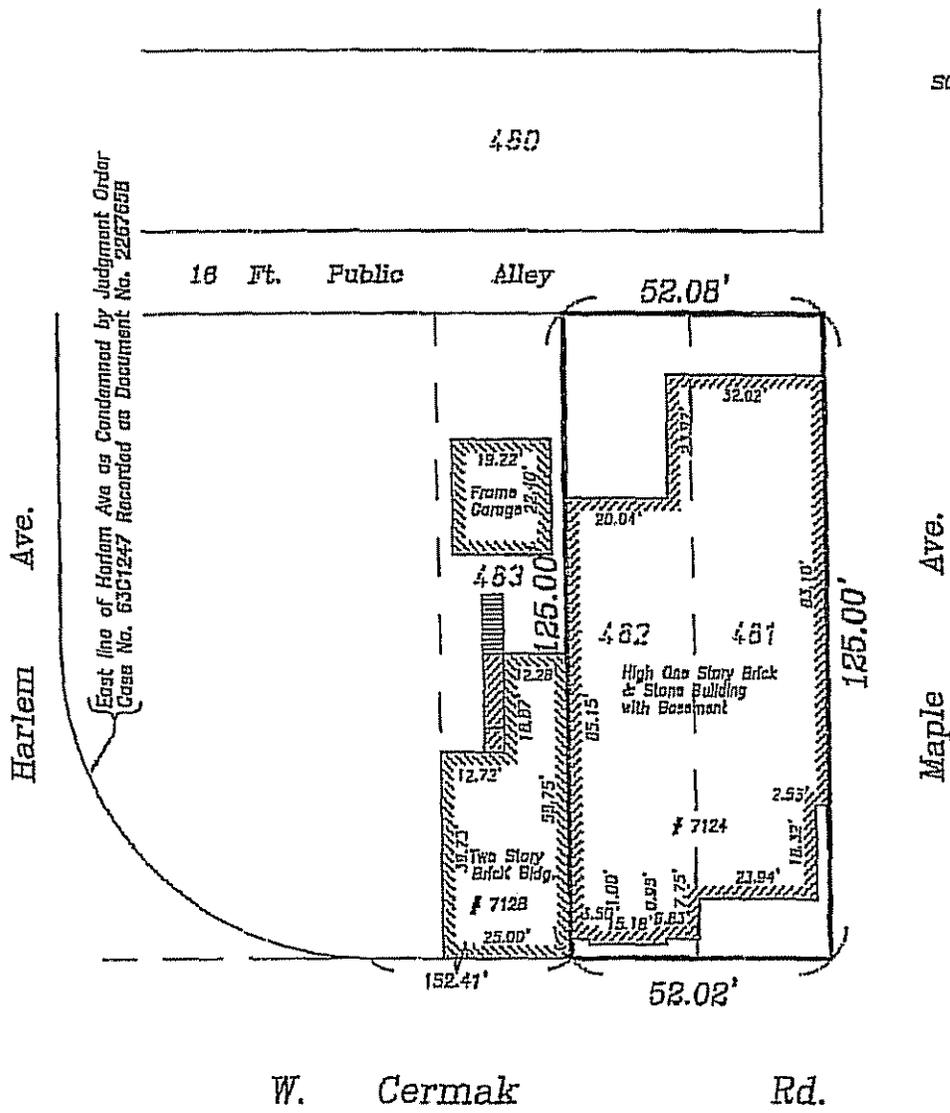
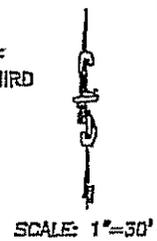
Tom Paylik
Tom Paylik
CITY CLERK

PARCEL NO'S. 324-033
AND 324-034

OWNER: Hinckley Consulting, L. L. C.

ADDRESS: 7124-26 W. Cermak Rd., Berwyn, IL

LOTS 481 AND 482 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



THIS EXHIBIT WAS PREPARED BY: NATIONAL SURVEY SERVICE, INC.; SURVEY NO. N-127565-ACD, DATED: DEC. 26, 2007

East line of Harlem Ave as Condemned by Judgment Order Case No. 63C1247 Recorded as Document No. 226765B

G-2 : GENERAL COMERCIAL DISTRICT

TYPE OF CONST.	NO. OF FLOORS	BASEMENT	ZONING	BLDG. AREA SQ. FT.	LAND AREA SQ. FT.
Brick & Stone	One	Yes	C-2	4,964	6,506
PIN #'s 16-19-324-033 and -034			PARCEL NO's. 324-033 and 324-034		

Exhibit A 1 of 5

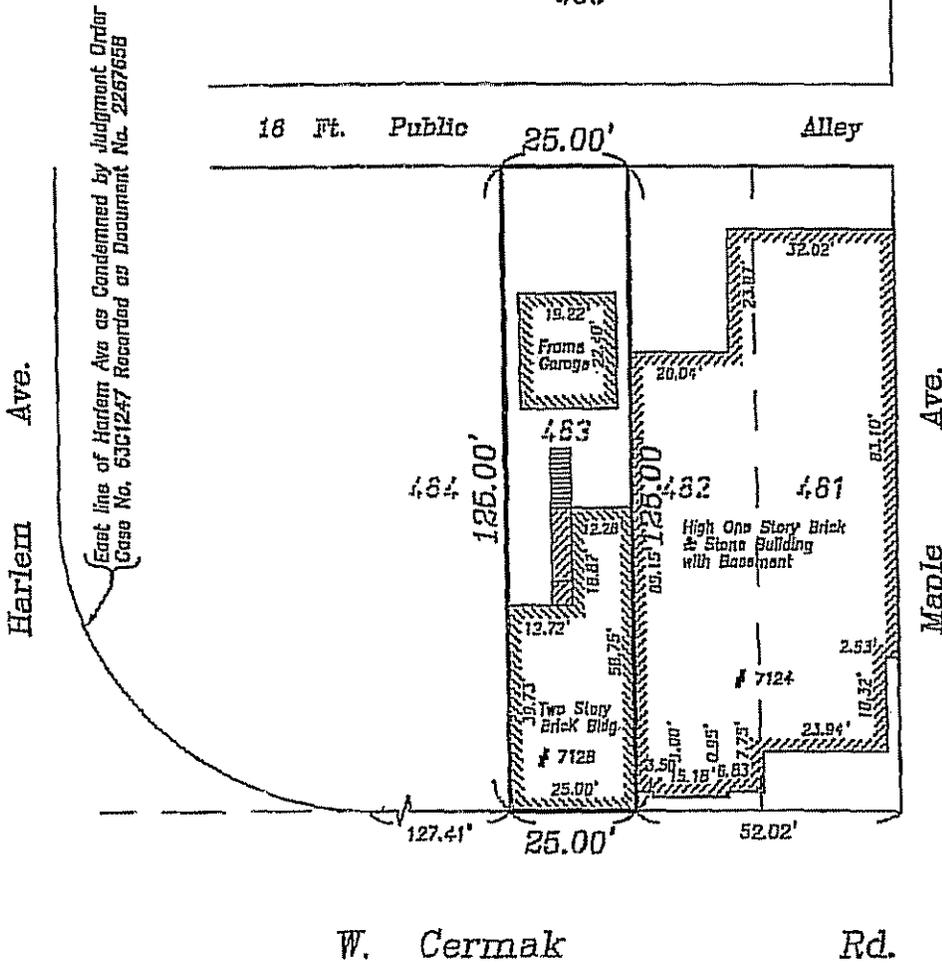
PARCEL NO. 324-032

OWNER: Perla R. Santiago and Renato E. Santiago, as joint tenants

ADDRESS: 712B W. Cermak Rd., Berwyn, IL

LOT 483 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE: 1"=30'



C-2 : GENERAL COMERCIAL DISTRICT

TYPE OF CONST.	NO. OF FLOORS	BASEMENT	ZONING	BLDG. AREA SQ. FT.	LAND AREA SQ. FT.
Bldg. : Brick Garage: Frame	Two	No	C-2	Bldg. : 1,227 Garage: 431	3,125

PIN # 18-19-324-032

PARCEL NO. 324-032

THIS EXHIBIT WAS PREPARED BY: NATIONAL SURVEY SERVICE, INC.; SURVEY NO. N-127565-ADD., DATED: DEC. 26, 2007.

Exhibit A 2 of 5

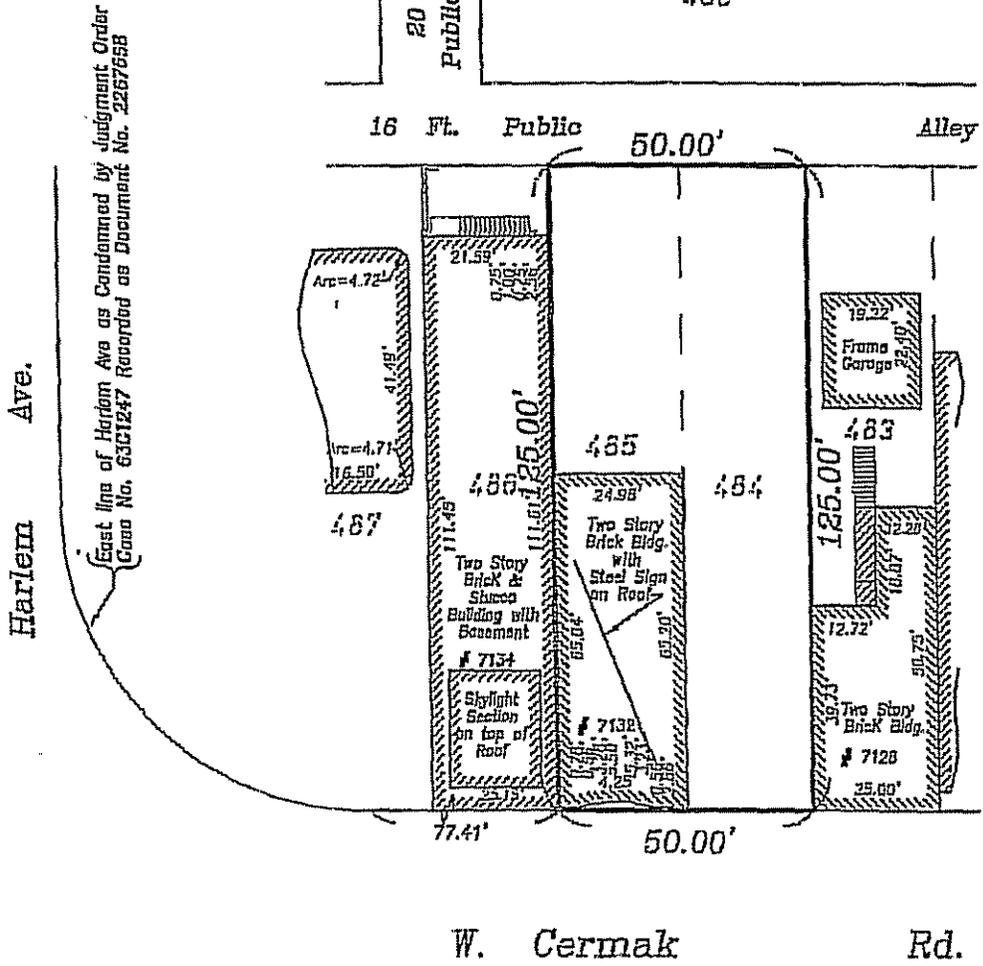
PARCEL NO'S. 324-030 AND 324-031

OWNER: George A. Ryczek also known as George Ryczek

ADDRESS: 7130-32 W. Cermak Rd., Berwyn, IL

LOTS 484 AND 485 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE: 1"=50'



Harlem Ave.

East line of Harlem Ave as Condemned by Judgment Order Case No. 63C1247 Recorded as Document No. 2267658

W. Cermak Rd.

C-2 : GENERAL COMERCIAL DISTRICT

TYPE OF CONST.	NO. OF FLOORS	BASEMENT	ZONING	BLDG. AREA SQ. FT.	LAND AREA SQ. FT.
Brick	One	Inaccessible	C-2	1,604	6,250

PIN #'S 16-19-324-030 & -031	PARCEL NO'S. 324-030 and 324-031
------------------------------	----------------------------------

THIS EXHIBIT WAS PREPARED BY: NATIONAL SURVEY SERVICE, INC.; SURVEY NO. N-127565-ACD., DATED: DEC. 26, 2007.

Exhibit A 3 of 5

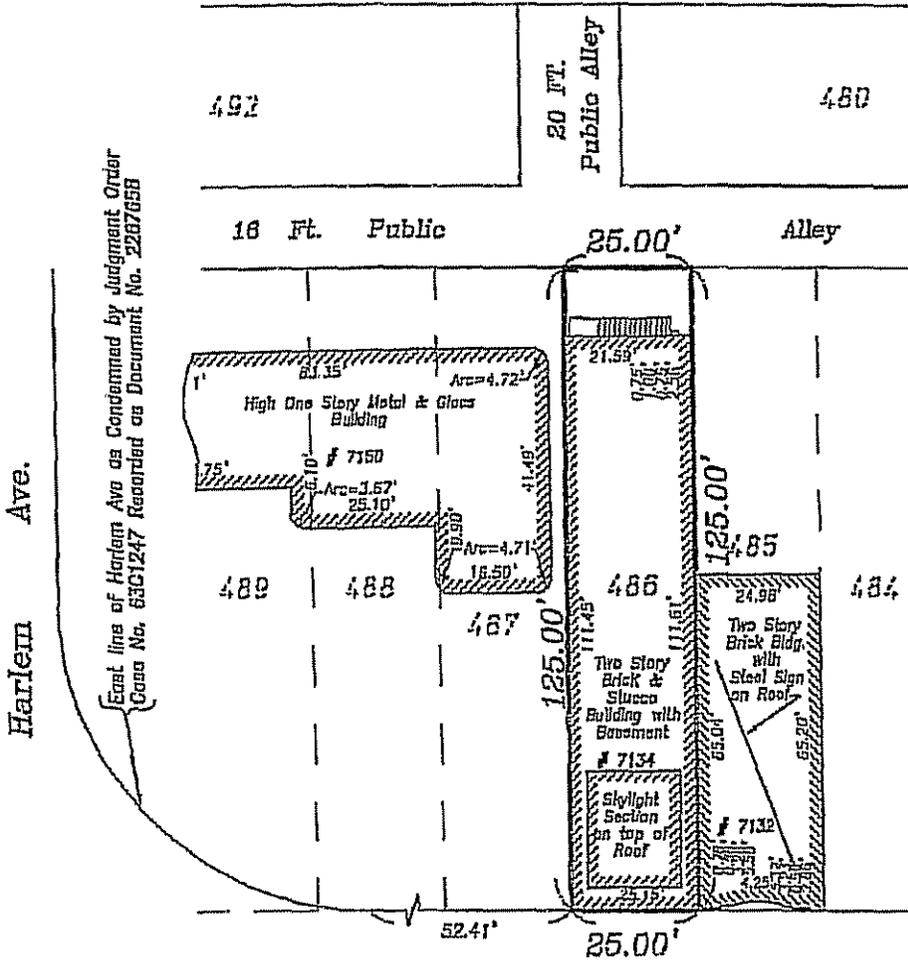
PARCEL NO. 324-029

OWNER: Cole Taylor Bank as Trustee under Trust Agreement dated September 12, 1990 and known as Trust number 90-1057

ADDRESS: 7134 W. Cermak Rd., Berwyn, IL

LOT 486 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE: 1"=30'



East line of Harlem Ave as Condemned by Judgment Order (Case No. 63C1247 Recorded as Document No. 2267658)

Harlem Ave.

W. Cermak Rd.

C-2 : GENERAL COMERCIAL DISTRICT

TYPE OF CONST.	NO. OF FLOORS	BASEMENT	ZONING	BLDG. AREA SQ. FT.	LAND AREA SQ. FT.
Brick & Stucco	Two	Yes	C-2	2,805	3,125.0

PIN # 15-19-324-029

PARCEL NO. 324-029

THIS EXHIBIT WAS PREPARED BY: NATIONAL SURVEY SERVICE, INC.; SURVEY NO. N-127365-ACD, DATED: DEC. 26, 2007

Exhibit A 4 of 5

DRAFT 03-25-08

**AGREEMENT FOR
PURCHASE AND SALE OF
7124-26 W. CERMAK, BERWYN, ILLINOIS**

BY AND BETWEEN

**HINCKLEY CONSULTING, L.L.C.,
AN ILLINOIS LIMITED LIABILITY COMPANY, SELLER**

AND

THE CITY OF BERWYN, A MUNICIPAL CORPORATION, PURCHASER

DATED

MARCH _____, 2008

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EXHIBIT C	FORM OF DEED
EXHIBIT D	ORDINANCE
EXHIBIT E	OPINION OF COUNSEL

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement for Purchase and Sale of Real Estate ("Agreement") is entered into as of the ____ day of March, 2008, (the "Effective Date") between the City of Berwyn, an Illinois municipal corporation ("Purchaser") and Hinckley Consulting, L.L.C., an Illinois limited liability company ("Seller").

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. THE PURCHASE PRICE

1.1 **Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to purchase that certain real estate commonly known as 7124-26 W. Cermak, Berwyn, in Cook County, Illinois, which is legally described on Exhibit "A" attached hereto and made a part hereof (the "Property").

1.2 **Property.** The Property shall include any easement rights that Seller may have over adjoining property, if any, and shall also include, without limitation, the sale and conveyance of all of Seller's rights, title and interest, if any, in and to adjacent streets, alleys and rights-of-way ("Appurtenant Rights").

1.3 **Purchase Price.** The purchase price for the Property shall be **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)** ("Purchase Price"), plus or minus prorations as hereinafter provided. The Purchase Price shall be payable in cash or certified or cashier's check or by wire transfer on the Closing Date (as defined below), and Seller shall deliver possession of the Property to Purchaser on the Closing Date, subject only to the Permitted Exceptions (as defined below).

1.4 **Release and Settlement of all Claims.** As a material inducement to Purchaser entering into this Agreement and completing the transaction contemplated hereunder, Seller hereby releases and discharges Purchaser and its agents and elected and appointed officials from any and all claims of any kind or nature whatsoever that Purchaser ever had or now has whether in tort, contract, statute, ordinance, regulations or equity with respect to the negotiations, the transfer, sale or relocation from the Property.

1.5 **Personal Property, Equipment and Fixtures.** Purchaser intends to demolish the improvements on the Property. Therefore, Seller may retain and remove the personal property, fixtures and equipment located on, or in, the Property prior to the Closing Date, at Seller's expense subject to the following:

(a.) No exterior windows or doors to the Property may be removed, unless the opening of same is boarded and secured to prevent entry into the Property;

(b.) Nothing may be removed that would jeopardize the structural integrity of the building on the Property or create a dangerous or hazardous condition on the Property, as determined by Purchaser; and

(c.) All such removal, board up and other removal activities will be at Seller's sole cost and expense.

All personal property, fixtures and equipment intended by Seller to be removed must be removed on or before forty-eight (48) hours prior to the Closing Date. Purchaser's agent will inspect the Property within forty-eight (48) hours prior to the Closing Date to verify that Seller has vacated the Property and that personal property, fixtures, and equipment have been removed pursuant to this Section 1.5 and Section 4.1 below.

Seller shall transfer title to Purchaser of all personal property, fixtures, and equipment, if any, remaining on the Property by Bill of Sale at closing.

SECTION 2. TITLE MATTERS

2.1 **Title.** Seller shall convey to Purchaser by a Warranty Deed in the form attached as Exhibit C, suitable for recording, conveying good and marketable fee simple title to the Property together with the appurtenant rights, subject only to those exceptions ("Permitted Exceptions") set forth below:

- (a.) Real estate taxes not yet due and payable;
- (b.) Applicable zoning and building laws or ordinances governing the land; and
- (c.) Acts done or suffered by Purchaser or anyone claiming by through or under Purchaser.

The Warranty Deed described in this Section 2 is hereinafter called the "Deed."

2.2 **Title Insurance.** Purchaser, at Purchaser's sole cost and expense, has delivered to Seller, Chicago Title Insurance Company, Commitment # _____ effective _____ 200____, which is attached hereto and incorporated herein as Exhibit "B" ("Title Commitment"). Seller shall be responsible for conveying good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions. Seller shall provide Purchaser with an Owner's ALTA Title Insurance Policy 2006 Form B ("Title Policy") issued by Chicago Title Insurance Company ("Title Company") in the amount of the Purchase Price, showing Purchaser as vested in fee title. Purchaser may purchase extended coverage and other endorsements at Purchaser's election. All title insurance shall be at Purchaser's sole cost and expense.

2.3 **Title Defects:** If the Title Commitment disclose defect(s) that, in Purchaser's judgment, render the Property unusable for its purposes, Purchaser shall so notify Seller in writing on or before _____. Seller shall have thirty (30) days from the receipt of Purchaser's notification to Seller of such defect(s) (the "Notification Date") to correct such defect(s) or to

have the Title Company commit to insure against loss or damage that may be occasioned by such defects ("Seller's Cure Date"). If Seller fails to have such defect(s) removed or otherwise cure such defect(s) within the specified time, Purchaser may terminate this Agreement by tendering written notice to Seller within five (5) days of expiration of Seller's Cure Date and this Agreement will be of no further effect.

SECTION 3. DUE DILIGENCE, INSPECTION, ENVIRONMENTAL DISCLOSURES AND REPRESENTATIONS

3.1 **Site Information:** Seller shall provide to Purchaser all information or documentation that Seller may have relating to the condition and or use of the Property.

3.2 **Environmental Testing.** Purchaser has conducted its own Phase I environmental assessment ("Purchaser's Phase I"), and based upon these investigations, Purchaser desires to conduct further environmental testing on the Property.

Seller hereby grants Purchaser a right of entry to allow Purchaser or its agent, to conduct a Phase II and geotechnical testing on the Property ("Phase II") at Purchaser's sole cost and expense.

Within fifteen (15) days after the test results are received by Purchaser, Purchaser shall, in its sole and absolute discretion, either:

- (a.) Accept the Property "As Is" and Seller shall have no responsibility as to the condition of the Property whatsoever (with the exception of maintenance obligations through the Closing Date, as provided in paragraph 4.2 herein below), or
- (b.) Terminate this Agreement by sending written notice to the Seller.

In any event, Purchaser shall notify Seller, in writing, of Purchaser's decision to either accept the Property and proceed to closing or terminate this Agreement. If Purchaser does not terminate the Agreement by tendering written notice to Seller within the aforementioned time period then the parties shall proceed to closing in accordance with Section 4.1 below.

3.3 **No Hazardous Materials:** To the best of Seller's knowledge, but without creating an affirmative obligation to conduct its own investigation, Seller represents and warrants that the Property has not been used for the manufacture, generation, disposal, storage, or release of Hazardous Substances or Materials (as hereinafter defined). Other than what has been reported in any Seller's property condition assessment and Seller's Phase I, to the best of Seller's actual knowledge and without a duty of investigation, there are no Hazardous Substances or Materials located in, on, or under or about the Property and there are no underground storage tanks on the Property. The term Hazardous Substances or Materials shall mean:

- (a.) Any oil, flammable substances, petroleum or petroleum waste products, including, without limitation, crude oil or any petroleum derived substance or constituent of any such petroleum substance or waste;

- (b.) Radioactive materials;
- (c.) Explosives;
- (d.) Asbestos or asbestos containing materials, except for floor tiles;
- (e.) Polychlorinated biphenyl (PCBs);
- (f.) Pesticides;
- (g.) Hazardous or toxic wastes, substances, or any other materials or pollutants which pose a hazard or danger to the Property or to persons on or about the Property or cause the Property to be in violation of any Environmental Law (as hereinafter defined); or
- (h.) Any chemical, materials or substance defined as or included in the definitions of hazardous substances, hazardous materials, hazardous wastes, toxic substances or words of similar import under any applicable Environmental Law.

Environmental Law means any federal, state or local law, ordinances, regulations or policies relating to the environment, to the protection of human health and safety, soil, air and ground water conditions.

3.4 **No Underground Storage Tanks:** To the best of Seller's knowledge, but without creating an affirmative obligation to conduct its own investigation, Seller represents to Purchaser that there are no underground storage tanks located on the Property.

SECTION 4. CLOSING DATE AND POSSESSION

4.1 **Closing Date and Possession.** Provided that neither party has terminated this Agreement pursuant to a right to do so contained herein, and provided that all other covenants and conditions herein have been complied with, the parties agree to close this transaction and to transfer full title and possession of the Property to Purchaser on or before April 30, 2008 ("Closing Date").

4.2 **Security and Maintenance.** It shall be Seller's responsibility to maintain and secure the Property prior to and including the Closing Date. Purchaser shall have no obligation to maintain and/or secure the Property until closing has occurred.

4.3 **Utilities.** Seller shall be responsible for the payment of all utilities, including, but not limited to gas, electric, telephone and water prior to and including the Closing Date. Purchaser shall have no obligation for the utilities to the Property until closing has occurred. Final utility readings will be taken immediately prior to closing and utility shut offs shall be ordered.

4.4 **Keys.** Unless otherwise instructed, Seller shall tender the keys to the Property to Purchaser at closing.

4.5 **Removal of Debris and Garbage.** Seller shall remove all debris and garbage on the Property prior to the final inspection of the Property. Purchaser shall not be obligated to close until all debris and garbage has been removed from the Property.

4.6 **Liability Insurance.** Seller shall keep in full force and effect through the Closing Date, all liability insurance currently in effect with respect to the Property.

SECTION 5. CLOSING AND ESCROW

5.1 **Escrow Closing.** This sale shall be closed through an escrow with the Title Company (Governmental Division), at its office located at 171 North Clark Street, Chicago, Illinois ("Escrow Agent"). The closing shall be conducted pursuant to the general provisions of the usual form of standard Deed and Money Escrow Agreement then in use by the Title Company with such special provisions inserted in the escrow agreement as may be mutually agreed upon by the Seller and Purchaser and shall include provisions for a New York style closing (the "Escrow Agreement"). The cost of the escrow shall be paid by Purchaser. In the event of a conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall govern.

5.2 **Seller's Deposits.** To consummate this transaction, Seller will deliver to Purchaser at closing or deposit with and cause the Escrow Agent to deliver to Purchaser pursuant to the parties' Escrow Agreement the following documents:

- (a.) The Deed to Purchaser or its nominee, together with the appurtenant rights, stamped exempt from State of Illinois and Cook County transfer taxes, subject only to the Permitted Exceptions;
- (b.) The ALTA 2006 Form B Owner's Title Policy in the amount of the Purchase Price issued by Title Company;
- (c.) An affidavit of title;
- (d.) An ALTA Statement;
- (e.) A Bill of Sale;
- (f.) A current municipal water bill printout statement;
- (g.) A current (no more than sixty (60) days old) full payment water certification issued by the municipal water department;
- (h.) A FIRPTA certificate indicating that Seller is not a person subject to withholding under the Foreign Investment in Real Property Act;
- (i.) The Title Company's form of gap undertaking, if required by the Title Company;

- (j.) Real estate transfer tax declarations, city, county and state (or exemptions);
- (k.) IRS form 1099S and solicitation/exemption certificate;
- (l.) Not less than thirty (30) days prior to the Closing Date, Seller shall have provided a copy of its Articles of Organization containing the original certification of the Illinois Secretary of State; a certificate of good standing from the Illinois Secretary of State and all other states in which the Seller is qualified to do business, a Secretary's certificate in such form and substance as Purchaser may require, and seen other corporate documentation as Purchaser may request;
- (m.) Seller shall furnish Purchaser with an opinion of counsel, substantially in the form attached hereto as Exhibit E, with such changes as may be required or acceptable to Purchaser;
- (n.) The disclosures of ownership described in Section 27; and
- (o.) Such other documents as the Title Company may reasonably require to effectuate the closing and issue the Title Policy insuring Purchaser's fee simple title to the Property, including payoff letters from any lender or financing entity holding a security interest in the Property or any of the fixtures, equipment or improvements on the Property.

5.3 **Purchaser's Deposits.** To consummate this transaction, on or before closing, Purchaser will deliver to Seller or deposit with the Escrow Agent pursuant to the parties' Escrow Agreement the following:

- (a.) The Purchase Price, plus or minus prorations as hereinafter provided, plus Purchaser's share of title, and recording fees;
- (b.) A copy of a duly authorized and executed Ordinance approving this Agreement and enabling and empowering Purchaser to complete the transaction contemplated hereunder such Ordinance will be attached to this Agreement as Exhibit D;
- (c.) An ALTA Statement for the Property; and
- (d.) Such other documents as the Title Company may reasonably require to effectuate the closing and provide the Title Policy described herein.

5.4 **Joint Deposits.** Purchaser and Seller will jointly deliver to the Escrow Agent pursuant to the parties' Escrow Agreement the following:

- (a.) Executed State of Illinois, County of Cook, and City of Berwyn real estate transfer tax declarations (or exemptions) for the Property;
- (b.) A closing statement;
- (c.) Escrow Agreement; and

(d.) Tax Escrow Agreement described in Section 6 below.

5.5 **Transfer Tax**. Purchaser is a governmental entity exempt from real estate transfer taxes.

5.6 **Attorney's Fees**. Each party shall pay its own attorneys' fees.

SECTION 6. PRORATION AND DIVISION OF TAXES AND ASSESSMENTS

Seller shall be responsible for the payment of the entire 2007 real estate tax bill and for the 2008 real estate tax bill through the Closing Date. 2007 and 2008 real estate taxes will be prorated at closing at 110% of the 2006 final real estate tax bill for the Property. If the 2007 second installment tax bill is out prior to the date of closing then the taxes shall be prorated at 110% of the 2007 final tax bill for the Property. Additionally, if the 2007 Second Installment tax bill is out prior to the date of closing the 2007, the second installment tax bill shall be paid in full prior to closing.

The parties will not be bound by a separate reparation agreement. The 110% proration is final and credit is to be taken by the Purchaser at closing.

SECTION 7. COMPLIANCE WITH FOREIGN INVESTMENT AND REAL ESTATE PROPERTY TAX ACT

On the Closing Date, Seller shall deliver a completed and executed Non-foreign Person Affidavit(s) in usual and customary form for purposes of complying with the documentation and evidencing standards of the Foreign Investment and Real Property Tax Act (IRC 1445, as amended, and the regulations thereunder) to establish that Seller is not a foreign person.

SECTION 8. 1033 TRANSACTION

Purchaser is a governmental agency with the power of eminent domain. This sale is in lieu of condemnation and is to be treated as an "involuntary conversion" under Section 1033 of the Internal Revenue Code. Purchaser agrees to execute any and all documents reasonably required by Seller to effectuate an IRS Code Section 1033 transaction. This obligation shall survive closing for three (3) years.

SECTION 9. SELLER'S REPRESENTATIONS, WARRANTIES AND AFFIRMATIVE COVENANTS.

Seller hereby represents and warrants to Purchaser that all of the following are true and correct, to the best of Seller's knowledge and except as may be otherwise provided in this Agreement, without creating an affirmative duty to investigate, on and as of the date hereof, and shall continue to be true and correct as of the Closing Date and shall survive the closing:

(a.) Seller owns good and marketable fee simple title to the Property;

- (b.) Seller has full authority to execute, deliver and perform or cause to be performed this Agreement;
- (c.) Seller has the power and authority to sell the Property to Purchaser and all required action and approvals therefore have been duly taken and obtained;
- (d.) The individuals signing this Agreement and all other documents executed on behalf of Seller are duly authorized to sign same on behalf of and to bind the Seller;
- (e.) The execution and delivery of this Agreement, consummation of the transactions provided for and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of, or constitute a default under, any agreement of Seller or any instrument to which Seller is a party or by which Seller is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation;
- (f.) Seller is not a party to any existing agreement, contract or commitment to sell, convey, lease, assign, transfer, provide rights of first refusal, options or other similar rights with respect to, or otherwise dispose of, all or any part of the Property, or any interest therein or occupancy right thereto, other than this Agreement;
- (g.) Neither Seller nor any persons or entity claiming by, through or under Seller has done, suffered or permitted any lien, claim or right of another to be created against the Property, or any portion thereof or any interest therein;
- (h.) Seller has not received any notice of any violation of any law, county or municipal ordinance or other governmental requirement which would materially or adversely affect the Property;
- (i.) Other than notices from Purchaser and negotiations with Purchaser, Seller has not received any notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property;
- (j.) There is no litigation or other proceeding pending or threatened which would materially or adversely affect Seller's title to or ability to convey title to the Property to Purchaser;
- (k.) There is no litigation, or other proceeding pending or threatened which would affect Purchaser's right to use the entire Property;
- (l.) Seller has not received notice of any contemplated special assessments relating to the Property or any portion thereof;
- (m.) Subject to the terms, no portion of the Property is on a state or federal list of properties needing cleanup of Hazardous Substances and the Property is not a candidate for such list. No state or federal agency has expended money to clean up Hazardous Substances from the Property, and there are no federal, state, or private actions or proceedings concerning Hazardous Substances or environmental hazards on the Property, or seeking to enforce state, federal or local

environmental laws or regulations. There are no liens in existence of which Seller is aware for environmental cleanup costs against the Seller for the Property;

(n.) Seller does not currently and never has been required to obtain a permit under the Federal Resource Conservation and Recovery Act to treat, store, or dispose of Hazardous Substances on the Property;

(o.) No member, official or employee of the Seller, or of any commission or committee exercising authority over this transaction, or any consultant hired by the Seller, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Purchaser or the real property subject to this Agreement.

SECTION 10. DEFAULT AND LITIGATION COSTS

A party will be in default under this Agreement if it breaches or fails to fulfill a material condition or requirement of this Agreement no later than thirty (30) days after receipt of written notice from the other party. In the event of a default, the non-defaulting party shall have all rights and remedies available to it in both law and equity, including specific performance or eminent domain.

In the event of litigation of any dispute, breach or controversy arising from, in under or concerning this Agreement and any amendment thereof, in addition to damages awarded, the prevailing party in such action shall be entitled to recover from the other party, such sum as the court shall fix as reasonable attorney's fees incurred by the prevailing party. The amount of attorney's fees shall be set by a court of competent jurisdiction after taking into consideration the amount of the fees requested in relation to the amount recovered in the litigation, as well as the nature and complexity of the services rendered and the result obtained, and such other factors as the court shall deem reasonable or necessary.

SECTION 11. ASSIGNMENT AND ENTIRE AGREEMENT

The terms, covenants and provisions of this Agreement shall extend to, and be binding upon, the respective successors and assigns of both Seller and Purchaser. Seller may assign its rights to another party after written notice to Purchaser. After providing written notice to Seller, Purchaser may assign its rights, but only if the assignee of such assignment is another municipality or governmental body or authority related to Purchaser.

SECTION 12. ILLINOIS LAW

This Agreement is entered into in the State of Illinois and shall be governed by its laws.

SECTION 13. RISK OF LOSS

It shall be Seller's responsibility to maintain and secure the Property until the Closing Date. If the Property is damaged, prior to the transfer of title, Purchaser shall have the option of:

- (a.) Taking the property "As Is" (as defined in Section 3.2 (a) hereinabove); or
- (b.) The parties may negotiate a reduced Purchase Price reflecting the loss or damage to the Property and Seller may receive any insurance proceeds to cover loss or damage.

SECTION 14. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 15. HEADINGS

Headings at the beginning of each numbered Section and sub-section of this Agreement are solely for the convenience of the parties hereto and are not a part of this Agreement.

SECTION 16. TIME OF ESSENCE

Time is of the essence of this Agreement. If the time within which any action, notice, consent, approval or other activity herein contemplated expires on a Saturday, Sunday or a national banking holiday, such time period shall automatically be deemed extended to the first day after the scheduled termination of such time period which is not a Saturday, Sunday or national bank holiday.

SECTION 17. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to and nothing contained herein shall be interpreted to confer on any party the rights of a third party beneficiary and this Agreement shall be for the sole benefit of the parties hereto.

SECTION 18. SINGULAR DENOTES PLURAL

The words used in this Agreement shall be deemed to include the singular and the plural and any gender the context requires.

SECTION 19. NO BROKERS

Seller warrants to Purchaser that it has not employed any real estate broker in connection with the sale of the Property.

SECTION 20. NOTICES

All notices and communications required or permitted to be given to a party or its attorney pursuant to this Agreement shall be given by hand delivery, by Federal Express, or other similar overnight courier or by United States registered or certified mail, postage prepaid or by facsimile, sent to the following addresses:

SELLER:

Hinckley Consulting, L.L.C,
a limited liability company
c/o Jeanne S. Harper, Registered Agent
861 Greenwood
Glencoe, Illinois 60022

With a copy to Seller's Attorney:

Jeanne S. Harper
861 Greenwood Avenue
Glencoe, IL 60022

PURCHASER:

City of Berwyn
6700 26th Street
Berwyn, Illinois 60402
Fax: (708) 788-2567

With a copy to Purchaser's Counsel:

Richard F. Friedman, Esq.
Neal & Leroy, LLC
203 N. LaSalle Street, Suite 2300
Chicago, Illinois 60601
Fax: 312. 641.5137

or any other address within the United States that the party to be notified may have designated or by facsimile transmission sent during regular business hours, with transmission confirmed. Notice shall be deemed given on the date on the delivery receipt or by facsimile confirmation.

SECTION 21. ENTIRE AGREEMENT

This document and the exhibits attached hereto constitute the entire agreement of the parties with respect to the subject transaction. All prior oral and written agreements and statements are entirely superseded by this Agreement. Any future modifications of this Agreement shall be only in writing and signed by both parties.

SECTION 22. DATE OF AGREEMENT, WHEN BINDING

This Agreement shall be effective on the Effective Date (as defined above).

SECTION 23. EXECUTION VIA FACSIMILE AND IN COUNTERPARTS

Each party may execute this document in counterparts and deliver the counterpart to the other via facsimile transmission. By executing and exchanging said counterparts in this manner, the parties intend to be bound by the terms of the Agreement. The parties agree to exchange executed original documents within seven (7) days after the facsimile transmissions.

SECTION 24. COUNCIL

Notwithstanding anything contained herein to the contrary, this Agreement is not effective and binding upon Purchaser, unless and until it is approved by the City Council of the City of Berwyn. Nothing contained herein shall be deemed a representation that such approval will be forthcoming. Following City Council approval, the enabling Ordinance will be attached to the Contract as Exhibit D.

SECTION 25. LIMITATION OF LIABILITY

No member, official or employee of Purchaser shall be personally liable to any party to this Agreement or any successor in interest in the event of any default or breach by Purchaser or any successor in interest under the terms of this Agreement.

SECTION 26. AS-IS

It is expressly understood and agreed that Purchaser is purchasing the Property "as is" and "where is," and with all faults and that Seller is making no representations or warranties, whether express or implied, by operation of law or otherwise, with respect to the quality, physical condition or value of the Property, the income or expenses from or of the Property, or the compliance of the Property with applicable building or fire codes or other laws or regulations. Without limiting the foregoing, it is understood and agreed that Seller makes no warranty of habitability, suitability, merchantability or fitness for a particular purpose. Purchaser agrees that Seller is not liable or bound by any guarantees, promises, statements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, servant or other person representing or purporting to represent Seller, except as and to the extent expressly set forth herein. Purchaser and Seller agree that the provisions of this Section 27 shall survive the closing of the transaction contemplated by this Agreement.

SECTION 27. DISCLOSURES

Seller shall furnish Purchaser with a statement disclosing the identity of all persons holding an ownership interest in Seller and the percentage of such interests. The disclosure must be in a form reasonably acceptable to Purchaser, and must conform to all requirements of 50 ILCS 105/3.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

SELLER:
Hinckley Consulting, L.L.C.,
an Illinois limited liability company

PURCHASER:
City of Berwyn, an Illinois municipal corporation

By: *James A. Klaupe*

By: _____

Title: *Manager*

Title: _____

Date: *March 24, 2008*

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Legal Form:

By: _____

Title: _____

Date: _____

Authorization: _____

Ordinance No.: _____

Date: _____

SELLER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JEANNE S. HARPER, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that JOSE A. CAJERO and _____ are personally known to me be the _____ and _____ of _____ and these same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument individually and pursuant to the authority given to the LLC MEMBER and _____ of said ~~corporation~~ ^{LIMITED LIABILITY COMPANY} as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of March, 2008

My commission expires:

09/02/09

Jeanne S. Harper
Notary Public



PURCHASER'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____ a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that _____ and _____ are personally known to me to be the _____ and _____ of a body politic of the State of Illinois and that same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they are authorized to sign and deliver the said instrument on behalf of said corporation, and as their free and voluntary act for the uses and purposes therein set forth therein.

Given under my hand and Notarial Seal this ____ day of _____ 2008.

My commission expires:

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

PIN Nos.: 16-19-324-033-0000
16-19-324-034-0000

Legal:

Lots 481 and 482 in Berwyn Gardens, A Subdivision of the South 1271.3 feet of the Southwest 1/4 of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT B
TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3025

CHICAGO TITLE INSURANCE COMPANY

By 
Authorized Signatory



Commitment No.: 1401 008381288 DG

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: CITY OF BERWYN 16-19-324-033/034

ORDER NO.: 1401 008381288 DG

EFFECTIVE DATE: MARCH 13, 2008

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 2006
AMOUNT: \$750,000.00
PROPOSED INSURED: CITY OF BERWYN

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
HINCKLEY CONSULTING, L.L.C.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008381288 DG

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008381288 DG

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS :

LOTS 481 AND 482 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE
SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
 COMMITMENT FOR TITLE INSURANCE
 SCHEDULE B

ORDER NO. : 1401 008381288 DG

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
 - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
 - B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

8.

1. TAXES FOR THE YEAR(S) 2007 AND 2008
 2008 TAXES ARE NOT YET DUE OR PAYABLE.

- 1A. NOTE: 2007 FIRST INSTALLMENT WAS DUE BY MARCH 04, 2008
 NOTE: 2007 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT
16-19-324-033-0000	1 OF 2	2007	\$12,163.75	UNPAID
16-19-324-034-0000	2 OF 2	2007	\$12,312.75	UNPAID

 *

9. TRUST DEED DATED DECEMBER 12, 2007 AND RECORDED JANUARY 15, 2008 AS DOCUMENT NO. 0801547036 MADE BY HINCKLEY CONSULTING, LLC TO CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AN ILLINOIS CORPORATION, AS TRUSTEE, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$445,000.00.

10. TRUST DEED DATED DECEMBER 1, 2003 AND RECORDED DECEMBER 11, 2003 AS DOCUMENT NO. 0

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008381288 DG

0334547072 MADE BY HINCKLEY CONSULTING, LLC TO CHICAGO TITLE AND TRUST COMPANY
, AS TRUSTEE, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$416,000.00.

- C 11. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

- D 12. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN BERWYN. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.
- G 13. THE INTEREST OF PLAZA MEDICAL GROUP, 7124 W. CERMAK RD., BERWYN, IL 60402, WHO APPEARS AS TAX ASSESSEE, SHOULD BE EXPLAINED, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AS THEN MAY BE DEEMED NECESSARY.
- E 14. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
- F 15. IN ORDER THAT WE MAY INSURE TITLE AFTER THE COMPLETION OF AN EMINENT DOMAIN PROCEEDING BROUGHT TO ACQUIRE FEE TITLE TO OR A LESSER INTEREST IN THE LAND WE NOTE THE FOLLOWING:
- (A) UPON FILING OF THE COMPLAINT, A PROPER LIS PENDENS NOTICE SHOULD BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN THE COUNTY IN WHICH THE LAND IS LOCATED;
- (B) THE FOLLOWING ARE NECESSARY PARTIES TO SUCH PROCEEDINGS:
- (1) ANY PERSON ACQUIRING AN INTEREST IN OR LIEN UPON THE LAND SUBSEQUENT TO THE DATE OF THIS COMMITMENT AND PRIOR TO THE FILING OF THE COMPLAINT;
- (2) YOUR ATTENTION IS DIRECTED TO THE NECESSITY OF COMPLYING WITH OTHER REQUIREMENTS IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, QUESTIONS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008381288 DG

REGARDING OTHER PERSONS KNOWN TO THE PLAINTIFF, UNKNOWN OWNERS, DECEASED PARTIES IN INTEREST AND THE RIGHTS OF PUBLIC UTILITIES. SPECIFIC REQUIREMENTS WITH RESPECT TO THE ABOVE WILL BE FURNISHED TO THE PLAINTIFF'S ATTORNEY UPON REQUEST;

- (3) ALL PERSONS IN POSSESSION OF SAID LAND.
- (4) HINCKLEY CONSULTING, L.L.C., RECORD OWNER OF THE LAND;
- (5) PLAZA MEDICAL GROUP, AS NOTED BY EXCEPTION REFERENCE LETTER G;
- (6) CHICAGO TITLE AND TRUST COMPANY AS NOTED BY EXCEPTION REFERENCE LETTER B;
- (7) CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AN ILLINOIS CORPORATION, AS NOTED BY EXCEPTION REFERENCE LETTER J;
- (7) OWNER AND HOLDER OF THE INDEBTEDNESS AS NOTED BY EXCEPTION REFERENCE LETTERS B AND J;

(7) UNKNOWN OWNERS, GENERALLY;

NOTE: IN ORDER FOR THE COMPANY TO INSURE OVER THE LIENS OF REAL ESTATE TAXES AND SPECIAL ASSESSMENTS AND THE RIGHTS OF ANY TAX PURCHASER NAMED HEREIN AFTER THE COMPLETION OF THE CONTEMPLATED PROCEEDING, THE COUNTY COLLECTOR'S WARRANT BOOKS AND THE MUNICIPALITY'S SPECIAL ASSESSMENT RECORDS MUST BE MARKED APPROPRIATELY, ANY TAX DEED PROCEEDING NOTED HEREIN MUST BE DISMISSED AND ANY OUTSTANDING CERTIFICATE OF PURCHASE MUST BE CANCELLED.

NOTE: THE CONTEMPLATED PROCEEDING MAY AFFECT THE RIGHTS OF ONLY THOSE PARTIES NAMED HEREIN IN PARAGRAPH "B" AS NECESSARY PARTIES. THE POLICY, WHEN ISSUED, WILL BE SUBJECT TO THE RIGHTS OF ALL OTHER PARTIES AND INTERESTS SHOWN IN THIS COMMITMENT, INCLUDING, BUT NOT LIMITED TO, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, AND THE RIGHTS OF PUBLIC OR QUASI-PUBLIC UTILITIES IN THE LAND, IF ANY, UNLESS SATISFACTORY DISPOSITION THEREOF IS OTHERWISE MADE OR UNLESS OTHERWISE EXPRESSLY STATED HEREIN.

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO. : 1401 008381288 DG

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

EXHIBIT C
FORM OF DEED

THIS INSTRUMENT
PREPARED BY:

Richard F. Friedman, Esq.
Neal and Leroy, LLC
203 N. LaSalle, Suite 2300
Chicago, IL 60601

FOR RECORDER'S USE ONLY

WARRANTY DEED

THIS WARRANTY DEED is made this ____ day of _____ 2008, between HINCKLEY CONSULTING, L.L.C., an Illinois limited liability company ("Grantor") and the City of Berwyn, an Illinois municipal corporation ("Grantee").

WITNESSETH, Grantor, for and in consideration of the sum of seven hundred fifty thousand and no/100 Dollars (\$750,000.00) in the receipt whereof is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof and subject to the permitted exceptions, if any, set forth on Exhibit B.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SELLER:
Hinckley Consulting, L.L.C.,
an Illinois limited liability company

By: _____

Title: Manager

Date: _____

ATTEST:

By: _____

Title: Secretary

Date: _____

ACCEPTED:

PURCHASER:
City of Berwyn, a municipal corporation

By: _____

Title: Mayor

Date: _____

ATTEST:

By: _____

Title: City

Date: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the MANAGER of the Hinckley Consulting, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such managing member, they signed and delivered the said instrument and caused the corporate seal of said company to be affixed thereto, pursuant to the authority, given by the Managing Members of the company as its free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2008.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

**PIN Nos.: 16-19-324-033-0000
16-19-324-034-0000**

Legal:

Lots 481 and 482 in Berwyn Gardens, A Subdivision of the South 1271.3 feet of the Southwest 1/4 of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

business, validly existing and in good standing under the laws of the State of Illinois, and has full power and authority to carry on its business as presently conducted.

2. Seller has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Seller's Articles of Organization or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Seller is a party or by which Seller is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, undertaking or other instrument to which the Seller is a party, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender.

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of each party comprising the Seller or either party comprising the Seller as may be appropriate.

4. Each of the Documents to which the Seller is a party has been duly executed and delivered by a duly authorized member, officer or partner of the Seller, as the case may be, and each such Document constitutes the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. No judgments are outstanding against either party comprising the Seller, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against either party comprising the Seller or affecting or the property subject to the Agreement, or seeking to restrain or enjoin the performance by the Seller of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof which would materially affect the ability of the Seller to perform its obligations under the Agreement, except as may be noted in Schedule 1 attached hereto. To the best of our knowledge after diligent inquiry, the Seller is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Seller or its business.

6. There is no default by Seller or any other party under any material contract, lease, agreement, instrument or commitment to which Seller is a party or by which such party to the Seller or its properties is bound.

7. All of the assets of each Seller are free and clear of mortgages, liens,

pledges, security interests and encumbrances except for those specifically set forth in the Documents.

8. The execution, delivery and performance of the Documents by Seller has not and will not require the further consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. Seller owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

10. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

Very truly yours,

By: _____

EXHIBIT A

SCHEDULE I

5-4

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER-

**A RESOLUTION REGARDING THE HONORARY
DESIGNATION OF A PORTION OF WINDSOR AVENUE AS
"BILLY QUAN DRIVE"**

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

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



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

April 3, 2008

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

Re: Billy Quan Drive

Dear Mr. Pavlik:

Please put the attached Resolution on the agenda for the April 8, 2008 City Council Meeting regarding the honorary designation of the 7100-7200 block of Windsor Avenue as "Billy Quan Drive."

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard Bruen".

Richard F. Bruen, Jr.

RFB/jb

RESOLUTION NO: _____

**A RESOLUTION REGARDING THE DESIGNATION OF A PORTION OF
WINDSOR AVENUE AS "BILLY QUAN DRIVE"**

WHEREAS, on January 17, 2008, longtime Berwyn resident and businessman Billy Quan passed away at age 67.

WHEREAS, for 32 years, Billy Quan was the owner of Quan's Oasis at 3333 Harlem Ave., a positive fixture in our community.

WHEREAS, during his years as a resident of the City of Berwyn, he was a tremendous asset who selflessly gave to our community.

WHEREAS, his business represented a warm and comfortable oasis of neighborliness, friendliness and hospitality within our City which will never be forgotten.

WHEREAS, his heart, love and respect for our community will never be replaced and will be sorely missed.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. The Mayor and City Council of the City of Berwyn expressly declare that the 7100-7200 block of Windsor Avenue, Berwyn, Illinois shall henceforth carry the honorary designation of "Billy Quan Drive."

Section 3. Nothing in this Resolution shall be construed as renaming any portion of Windsor Avenue. The intent of this Resolution is to create an honorary, alternative designation for said portion of Windsor Avenue.

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

Section 5. All ordinances, resolutions or motions, or parts thereof, in conflict with this Resolution, or any provision thereof, are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately after its passage and publication as required by law.

PASSED by the City Council of the City of Berwyn, Cook County, Illinois on
 this 8th day of April 2008, pursuant to a roll call vote, as follows:

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

APPROVED by the Mayor on April __, 2008.

 Michael A. O'Connor
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

J5

Michael A. O'Connor
Mayor



Stephanie Walker
Finance Director

A Century of Progress with Pride

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

April 4, 2008

To: City Council and Mayor Michael O'Connor

From: Stephanie Walker, Finance Director

Re: Vehicle sticker rates

As you know included in the 2008 was an increase for vehicle sticker charges. Our current base rates are as follows:

- ⚡ Passenger vehicles - \$30.00
- ⚡ Trucks - \$60.00
- ⚡ Motorcycles - \$30.00

In order to be able to meet our revenue budget for 2008, I recommend we increase all vehicle sticker charges by \$5. My recommendation would exclude an increase for the first sticker a senior receives, which is currently free, but would apply to all other base charges. The increase for these fees is anticipated to generate approximately \$155,000 in additional revenue in 2008 and this amount was included in the 2008 budget.

I have attached a summary document showing the amounts that other communities charge for their stickers, showing Berwyn's with the rate increase included. Please note that other municipalities' rates are as of 2007 and do not include any increases done by other communities in 2008. Part of the reason we are slightly higher than other municipalities is because we do not charge a fee for seniors, thus the cost of the other stickers subsidizes the rates for seniors.

The Collector's office is currently ordering the new stickers in order to begin distributing mailings on the process later this month or early in May. In order to keep their process on track, please approve the increase described above and forward to the legal department to update the ordinance.

Please let me know if you have any questions.

City of Berwyn
2008 Budget
Summary of Parking Fees in Surrounding Municipalities

Sorted for Vehicle Sticker

<u>Municipality</u>	<u>Vehicle sticker</u>	<u>Seniors</u>	<u>Pickup Truck</u>	<u>Motorcycles</u>
1 North Riverside				3.00
2 Bolingbrook	no charge			
3 Lyons	20.00	8.00	38.00	20.00
4 Forest Park	25.00	3.00	30.00	18.00
5 Broadview	25.00	10.00	25.00	10.00
6 Brookfield	25.00	5.00	50.00	15.00
7 River Forest	30.00	15.00	35.00	30.00
8 La Grange Park	30.00	15.00	30.00	30.00
9 Arlington Heights	30.00	12.00	35.00	20.00
10 Des Plaines	30.00	5.00	39.00	20.00
11 Berwyn	35.00	-	65.00	35.00
12 Westchester	35.00	20.00	35.00	32.00
13 Cicero	40.00	1 free	80.00	40.00
14 Oak Park	45.00	35.00	56.00	16.00
15 Chicago	75.00	30.00	150.00	45.00

North Riverside every driver gets 1 free, \$25 for additional sticker. This will change in 2008

Sorted for Seniors

<u>Municipality</u>	<u>Vehicle sticker</u>	<u>Seniors</u>	<u>Pickup Truck</u>	<u>Motorcycles</u>
1 North Riverside				3.00
2 Bolingbrook	no charge			
3 Cicero	40.00	1 free	80.00	40.00
4 Berwyn	35.00	-	65.00	35.00
5 Forest Park	25.00	3.00	30.00	18.00
6 Brookfield	25.00	5.00	50.00	15.00
7 Des Plaines	30.00	5.00	39.00	20.00
8 Lyons	20.00	8.00	38.00	20.00
9 Broadview	25.00	10.00	25.00	10.00
10 Arlington Heights	30.00	12.00	35.00	20.00
11 River Forest	30.00	15.00	35.00	30.00
12 La Grange Park	30.00	15.00	30.00	30.00
13 Westchester	35.00	20.00	35.00	32.00
14 Chicago	75.00	30.00	150.00	45.00
15 Oak Park	45.00	35.00	56.00	16.00

North Riverside every driver gets 1 free, \$25 for additional sticker. This will change in 2008

City of Berwyn
2008 Budget

Summary of Parking Fees in Surrounding Municipalities

Sorted for Trucks

<u>Municipality</u>	<u>Vehicle sticker</u>	<u>Seniors</u>	<u>Pickup Truck</u>	<u>Motorcycles</u>
1 North Riverside				3.00
2 Bolingbrook	no charge			
3 Broadview	25.00	10.00	25.00	10.00
4 Forest Park	25.00	3.00	30.00	18.00
5 La Grange Park	30.00	15.00	30.00	30.00
6 River Forest	30.00	15.00	35.00	30.00
7 Arlington Heights	30.00	12.00	35.00	20.00
8 Westchester	35.00	20.00	35.00	32.00
9 Lyons	20.00	8.00	38.00	20.00
10 Des Plaines	30.00	5.00	39.00	20.00
11 Brookfield	25.00	5.00	50.00	15.00
12 Oak Park	45.00	35.00	56.00	16.00
13 Berwyn	35.00	-	65.00	35.00
14 Cicero	40.00	1 free	80.00	40.00
15 Chicago	75.00	30.00	150.00	45.00

Sorted for Motorcycles

<u>Municipality</u>	<u>Vehicle sticker</u>	<u>Seniors</u>	<u>Pickup Truck</u>	<u>Motorcycles</u>
1 Bolingbrook	no charge			
2 North Riverside				3.00
3 Broadview	25.00	10.00	25.00	10.00
4 Brookfield	25.00	5.00	50.00	15.00
5 Oak Park	45.00	35.00	56.00	16.00
6 Forest Park	25.00	3.00	30.00	18.00
7 Lyons	20.00	8.00	38.00	20.00
8 Arlington Heights	30.00	12.00	35.00	20.00
9 Des Plaines	30.00	5.00	39.00	20.00
10 River Forest	30.00	15.00	35.00	30.00
11 La Grange Park	30.00	15.00	30.00	30.00
12 Westchester	35.00	20.00	35.00	32.00
13 Berwyn	35.00	-	65.00	35.00
14 Cicero	40.00	1 free	80.00	40.00
15 Chicago	75.00	30.00	150.00	45.00

_____, 2008

City of Berwyn

Berwyn, Illinois 60402

Re: 7124-26 W. Cermak
Berwyn, IL (the "Property")

Ladies and Gentlemen:

We have acted as Counsel to Hinckley Consulting, L.L.C., an Illinois limited liability company ("**Seller**") in connection with the sale and transfer of the Property to the City of Berwyn. In our capacity as Counsel, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "**Documents**":

- (a) Agreement for Purchase and Sale of 7124-26 W. Cermak, Berwyn, Illinois ("**Agreement**") of even date herewith, executed by the Seller and the City of Berwyn (the "**City**") for the Property; and
- (b) Those documents listed on Exhibit A attached hereto.

In addition to the foregoing, we have examined: the original or certified, conformed or photostatic copies of the (i) Articles of Organization of Seller, as amended to date, (ii) qualifications to do business and certificates of good standing in the State of Illinois for Seller, and (iii) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Seller), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that to the best of our knowledge after diligent inquiry:

1. Seller is a limited liability company, duly organized and qualified to do



We Serve and Protect

BERWYN
POLICE DEPARTMENT



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

April 4, 2008

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

RE: Proposed amendment to Section 804

Ladies and Gentlemen:

Attached please find a proposed amendment to Section 804 of the Codified Ordinances of the City of Berwyn.

Thank you for your time and consideration.

Respectfully,

William R. Kushner
Chief of Police

WRK/md

Proposed amendment to Section 804 of the codified ordinances of the City of Berwyn.

In cases where the Berwyn Police Department, or any other duly authorized law enforcement agency has been summoned to a licensed premise for more than three separate instances resulting in either physical arrests on the premise, or the issuances of citations to management of the establishment, for offenses other than loud music, the liquor commissioner shall have the authority to restrict the hours of operation of the offending establishment, ordering the establishment to close no later than 1AM for the duration of their license.

When the license is due for renewal, the liquor commissioner shall cause an examination of the records of the Berwyn Police Department as they relate to the establishment in question. After reviewing said records, the commissioner shall make a determination regarding the renewal of the license, and the hours of operation.



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

MICHAEL A. O'CONNOR, *Mayor*

8700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567

www.berwyn-il.gov

April 3, 2008

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Landscape Bid Tabulations

Proposals for landscape maintenance services for the four TIF districts were opened at the March 25 City Council meeting. Following are the results:

<u>Firm</u>	<u>Cermak</u>	<u>Depot</u>	<u>Ogden</u>
McAdams Landscaping	\$20,125	\$16,485	\$15,890
B Davids Landscaping	\$14,025	\$22,587.50	\$15,437
Franks Creative Landscaping	\$7,345	\$5,655	\$11,440
Nuzzo's Landscaping	\$27,000	\$27,000	\$27,000

The Public Works Committee met on Tuesday, April 1 to discuss these results. Strong concerns were raised as to the ability of Frank's Creative Landscaping, the lowest apparent bidder, to complete all the tasks set forth in their proposal. Frank's has previously been contracted to perform similar services in the past and did not complete the work as described or in a timely manner.

Committee members believed the next lowest bidders were better able to successfully complete the work tasks set forth in the bid packets. There are sufficient funds budgeted for this award.

Recommended Actions

Public Works Committee members recommended that the City reject the proposals from Frank's Creative Landscaping and approved the award of a landscape maintenance contract to B Davids Landscaping for the Cermak TIF District in an amount not to exceed \$14,025 and Ogden TIF district for an amount not to exceed \$15,437 and a contract to McAdams Landscaping for Depot TIF district in an amount not to exceed \$16,485.

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Michael Phelan
6th Ward Alderman

Date: April 1, 2008

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

Ladies and Gentlemen:

A meeting of the **PUBLIC WORKS COMMITTEE** was held on:

April 1, 2008 at Public Works Building at 11:00 am

Those in attendance: Aldermen: Skryd & Chapman, PW Director, Pat Ryan, Traffic Engineer, Nicole Campbell, & BDC Director, Tony Griffin

The matter discussed was referral item **#23** dated **3/25/08** in regards to:

Maintenance Bid Tabulations

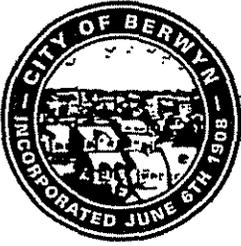
It is the recommendation of the committee to **we agree to B. Davids Landscaping for the -Cermak & Ogden TIF's & McAdams Landscaping-Depot District TIF**

Voting Aye: **2**

Voting Nay: **0**

Adjourned: **12:00 Noon**

Michael Phelan-Chairman-Absent
Nona Chapman-Member
Michele Skryd-Member



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

MICHAEL A. O'CONNOR, *Mayor*

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

April 3, 2008

To: Mayor Michael O'Connor & City Council Members

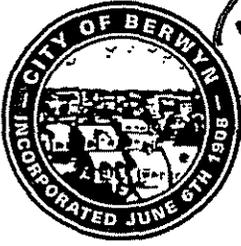
From: Patrick Ryan, Public Works Director

Re: Approval to Bid Out Holiday Decorations

Public Works is finalizing holiday decorations for the Cermak, Depot, and Ogden Ave TIF districts, plus additional adjacent areas. Decorations will be similar to the well received 2007 program. Finalized specification should be available before the end of May for an early June opening

Recommended Actions

City Council approve the bidding out of holiday decorations for the Cermak, Depot, and Ogden Ave TIF districts, plus additional adjacent areas.



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

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April 3, 2008

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Approval to Bid Out Planting Services

Public Works is working with the Main Street's plant designer and the Berwyn Development Corporation to draft specifications for plantings in the Roosevelt Rd, Cermak, Depot, and Ogden Ave TIF districts. Plantings will be designed to enhance each individual district's unique characteristics. Finalized specification should be available before the end of April for an early May opening

Recommended Actions

City Council approve the bidding out of planting services for the Roosevelt Rd, Cermak, Depot, and Ogden Ave TIF districts.

Section K

Consent Agenda

K-1

BUDGET CHAIRMAN MARK WEINER

3132 Wenonah

Berwyn, Illinois 60402

MarkWeiner1@Hotmail.Com

708-484-7512

Www.ThirdWardAlderman.Com

April 3, 2008

Re: Payroll

Council Members:

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

Payroll April 2, 2008 is \$844,750.61

Very truly yours,



Mark Weiner, Budget Committee Chairman

K-2

BUDGET CHAIRMAN MARK WEINER

3132 Wenonah

Berwyn, Illinois 60402

MarkWeiner1@Hotmail.Com

708-484-7512

Www.ThirdWardAlderman.Com

April 3, 2008

Re: Payables

Council Members:

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

Payables: \$1,016,917.39

Very truly yours,



Mark Weiner

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 03/31/08 - 04/03/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336655	\$285.00 285.00	04/03/08 11-5-20-5300	00049		0 A.W.E.S.O.M.E. PEST SERVICE A	OUTSTANDING
01	336679	\$187.00 187.00	04/03/08 11-5-23-5215	01458		0 ABARR SALES, INC. A	OUTSTANDING
01	336601	\$567.97 567.97	04/02/08 11-5-14-5245	00515		0 ABLE PRINTING SERVICE A	OUTSTANDING
01	336535	\$424.41 424.41	04/01/08 11-5-11-5500	00864		0 ACM ELEVATOR A	OUTSTANDING
01	336562	\$500.00 500.00	04/01/08 11-4-00-4415	20246		0 ADENLKE McNEAL A	OUTSTANDING
01	336600	\$87.94 87.94	04/02/08 11-5-25-6011	00504		0 AETNA-U.S.HEALTHCARE A	OUTSTANDING
01	336559	\$1298.46 1298.46	04/01/08 11-2-00-2244	10016		0 AFLAC WORLDWIDE HEADQUARTERS A	OUTSTANDING
01	336675	\$843.24 756.78 86.46	04/03/08 11-5-07-5605 11-5-07-5300	01330		0 AIR ONE EQUIPMENT, INC. 55926 55822	OUTSTANDING
01	336617	\$178.00 178.00	04/02/08 11-5-08-5500	01320		0 AL'S RADIATOR A	OUTSTANDING
01	336687	\$250.00 250.00	04/03/08 11-4-00-4405	20254		0 ALFRED MARTINEZ A	OUTSTANDING
01	336548	\$504.43 504.43	04/01/08 80-5-00-5500	01506		0 ALLIED ASPHALT A	OUTSTANDING
01	336608	\$214.98 87.47 127.51	04/02/08 23-5-00-5210 23-5-00-5220	00828		0 AMAZON REF AV	OUTSTANDING
01	336676	\$11.25 11.25	04/03/08 11-5-23-5300	01339		0 AMERICAN MESSAGING A	OUTSTANDING
01	336661	\$462.16 462.16	04/03/08 11-5-14-5245	00198		0 ART FLO SHIRT AND LETTERING A	OUTSTANDING
01	336512	\$21126.74 33.62 5479.48 5509.67	04/01/08 11-5-06-5310 11-5-06-5310 11-5-08-5310	00055		0 AT & T A A A	OUTSTANDING

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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		10103.97	11-5-16-5210			A	
01	336589	\$1101.07 1101.07	04/02/08 23-5-00-5310	00055		0 AT & T A	OUTSTANDING
01	336656	\$178.57 178.57	04/03/08 11-5-23-5310	00055		0 AT & T A	OUTSTANDING
01	336541	\$258.59 43.09 43.10 43.10 43.10 43.10 43.10	04/01/08 11-5-07-5310 11-5-06-5310 11-5-23-5310 32-5-00-5310 11-5-20-5310 11-5-08-5310	01259		0 AT& T LONG DISTANCE FD PIN REC CDBG PW PD	OUTSTANDING
01	336542	\$3.01 3.01	04/01/08 11-5-08-5310	01259		0 AT& T LONG DISTANCE A	OUTSTANDING
01	336545	\$40.15 40.15	04/01/08 80-5-00-5310	01340		0 AVAYA INC. A	OUTSTANDING
01	336581	\$51.68 51.68	04/02/08 23-5-00-5220	01838		0 BAKER & TAYLOR ENTERTAINMENT A	OUTSTANDING
01	336603	\$1303.94 1303.94	04/02/08 23-5-00-5210	00531		0 BAKER & TAYLOR, INC. A	OUTSTANDING
01	336574	\$214.87 214.87	04/02/08 23-5-00-5220	00737		0 BBC AUDIOBOOKS AMERICA A	OUTSTANDING
01	336577	\$8.47 8.47	04/02/08 23-5-00-5335	01244		0 BERWYN ACE HARDWARE A	OUTSTANDING
01	336673	\$18.98 18.98	04/03/08 11-5-07-5300	01244		0 BERWYN ACE HARDWARE A	OUTSTANDING
01	336659	\$2250.00 1125.00 1125.00	04/03/08 11-5-11-5500 11-5-05-5400	00100		0 BERWYN SIGNS CITY HALL LEGAL EXP.	OUTSTANDING
01	336665	\$760.00 760.00	04/03/08 11-5-07-5500	00514		0 BERWYN WESTERN PLBG. & HEATING A	OUTSTANDING
01	336578	\$174.96 174.96	04/02/08 23-5-00-5335	01539		0 BEST ACCESS SYSTEMS A	OUTSTANDING
01	336585	\$417449.60	04/02/08	00015		0 BLUE CROSS/BLUE SHIELD OF ILLINOIS	OUTSTANDING

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		417449.60	11-5-25-6010			A	
01	336653	\$779.76 779.76	04/02/08 23-5-00-5210	35796		0 BOWKER A	OUTSTANDING
01	336573	\$27.55 27.55	04/02/08 23-5-00-5220	00317		0 BRILLANCE AUDIO, INC. A	OUTSTANDING
01	336614	\$370.00 370.00	04/02/08 11-5-11-5500	01256		0 BUSY-BEE BOARD-UP & EMERGENCY SERVICE , INC. A	OUTSTANDING
01	336556	\$11125.00 10500.00 625.00	04/01/08 82-5-00-5230 82-5-00-5225	01925		0 CANNON COCHRAN MANAGEMENT SERVICES, INC. CLAIMS FEES	OUTSTANDING
01	336631	\$3500.00 3500.00	04/02/08 11-5-14-5245	20017		0 CARL J. REINA A	OUTSTANDING
01	336561	\$1475.00 1475.00	04/01/08 11-2-00-2400	20245		0 CAROL HARPER A	OUTSTANDING
01	801445	\$275000.00 200000.00 75000.00	03/31/08 40-5-07-5700 32-5-00-5205	20251		0 CASH FD CDBG	OUTSTANDING
01	336572	\$851.00 36.00 36.00 323.50 455.50	04/02/08 11-5-20-5500 11-5-20-5500 11-5-20-5500 80-5-00-5500	00084		0 CASSIDY TIRE PW PR PUB WD	OUTSTANDING
01	336552	\$396.15 396.15	04/01/08 11-5-16-5215	01800		0 CDW GOVERNMENT, INC. A	OUTSTANDING
01	336628	\$5018.00 5018.00	04/02/08 11-5-16-5230	01800		0 CDW GOVERNMENT, INC. A	OUTSTANDING
01	336671	\$414.00 414.00	04/03/08 11-5-07-5330	01186		0 CICERO FIRE ACADEMY A	OUTSTANDING
01	336536	\$171.40 65.55 105.85	04/01/08 11-5-23-5300 11-5-11-5500	00976		0 CINTAS # 769 A a	OUTSTANDING
01	336575	\$68.50 68.50	04/02/08 23-5-00-5500	00976		0 CINTAS # 769 A	OUTSTANDING
01	336668	\$309.60	04/03/08	00976		0 CINTAS # 769	OUTSTANDING

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		89.25	11-5-07-5500			A	
		65.55	11-5-23-5300			A	
		89.25	11-5-07-5500			A	
		65.55	11-5-23-5300			A	
01	336527	\$135.00	04/01/08	00390		0 CITADEL	OUTSTANDING
		135.00	11-5-08-5305			A	
01	336558	\$7500.00	04/01/08	01942		0 CITIZENS COMMUNITY BANK	OUTSTANDING
		7500.00	58-5-58-8110			A	
01	336557	\$150.00	04/01/08	01931		0 COLLEGE OF DUPAGE	OUTSTANDING
		150.00	11-5-08-5330			A	
01	336515	\$352.00	04/01/08	00102		0 COLLEGE OF LAKE COUNTY	OUTSTANDING
		352.00	11-5-08-5330			A	
01	336534	\$10.21	04/01/08	00762		0 COLUMN OFFICE EQUIPMENT	OUTSTANDING
		10.21	11-5-08-5505			A	
01	336666	\$1541.00	04/03/08	00762		0 COLUMN OFFICE EQUIPMENT	OUTSTANDING
		154.00	11-5-01-5505			MO	
		154.00	15-5-00-5500			CO	
		154.00	11-5-02-5505			CC	
		154.00	11-5-11-5305			BLD	
		154.00	11-5-23-5505			REC	
		154.00	11-5-08-5505			PD	
		154.00	80-5-00-5505			WD	
		154.00	11-5-07-5505			FD	
		155.00	11-5-06-5505			FIN	
		154.00	11-5-20-5505			PW	
01	336540	\$7660.00	04/01/08	01148		0 COMPUTER POWER SYSTEMS, INC.	OUTSTANDING
		4030.00	11-5-16-5210			A	
		3630.00	11-5-16-5210			A	
01	336636	\$18.00	04/02/08	20242		0 COMSUMER PRODUCT SAFETY REVIEW	OUTSTANDING
		18.00	23-5-00-5215			A	
01	336528	\$150.00	04/01/08	00412		0 CON GLOBAL INDUSTRIES, INC.	OUTSTANDING
		150.00	40-5-00-5609			A	
01	336584	\$220.87	04/02/08	33844		0 CONTENT WATCH INC.	OUTSTANDING
		220.87	23-5-00-5235			A	
01	336583	\$62.27	04/02/08	20238		0 DEBORAH CULLEN	OUTSTANDING
		62.27	23-5-00-5260			A	

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01	336598	\$4940.00 4940.00	04/02/08 11-5-16-5215	00438		0 DELL MARKETING L.P. A	OUTSTANDING
01	336595	\$148.29 148.29	04/02/08 23-5-00-5335	00388		0 DEMCO EDUCATIONAL CORP A	OUTSTANDING
01	336529	\$325.00 205.00 120.00	04/01/08 80-5-00-5305 11-5-02-5220	00465		0 DIAMOND GRAPHICS, INC. A A	OUTSTANDING
01	336685	\$6465.00 6465.00	04/03/08 11-5-11-5400	01916		0 DON MORRIS ARCHITECTS,P.C. A	OUTSTANDING
01	336648	\$150.00 150.00	04/02/08 11-5-11-5500	33332		0 E.R.S.BOARD UP INC. A	OUTSTANDING
01	336633	\$9.23 9.23	04/02/08 23-5-00-5335	20239		0 EILEEN PECH A	OUTSTANDING
01	336682	\$189.00 189.00	04/03/08 11-5-07-5300	01757		0 EMERGENCY MEDICAL PRODUCTS,INC. A	OUTSTANDING
01	336604	\$3.08 3.08	04/02/08 23-5-00-5335	00588		0 FIA CARD SERVICES A	OUTSTANDING
01	336669	\$2238.03 2238.03	04/03/08 11-5-11-5400	01076		0 FIRE SAFETY CONSULTANTS,INC. A	OUTSTANDING
01	336551	\$700.00 700.00	04/01/08 11-5-16-5300	01760		0 FLASH ELECTRIC CO. A	OUTSTANDING
01	336683	\$175.00 175.00	04/03/08 11-5-07-5500	01760		0 FLASH ELECTRIC CO. A	OUTSTANDING
01	336615	\$108.24 108.24	04/02/08 11-5-20-5200	01303		0 FMP A	OUTSTANDING
01	336635	\$29.00 29.00	04/02/08 23-5-00-5215	20241		0 FOOD SAFETY & INSPECTION SERVICE A	OUTSTANDING
01	336586	\$4786.49 4786.49	04/02/08 11-5-25-6012	00016		0 FORT DEARBORN LIFE INSURANCE A	OUTSTANDING
01	336531	\$143.50 143.50	04/01/08 11-5-08-5500	00492		0 FULLMER LOCKSMITH SERVICE INC A	OUTSTANDING
01	336568	\$54.99 54.99	04/01/08 11-5-08-5305	31163		0 G.NEIL DIRECT MAIL INC. A	OUTSTANDING

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01	336613	\$510.04 279.29 55.69 175.06	04/02/08 11-5-20-5200 11-5-08-5500 11-5-01-5300	01246		0 GABRIEL SALES STREETS POLICE MAYOR	OUTSTANDING
01	336591	\$71.55 71.55	04/02/08 23-5-00-5335	00124		0 GAYLORD BROS INC A	OUTSTANDING
01	336606	\$145.00 145.00	04/02/08 23-5-00-5210	00609		0 GREY HOUSE PUBLISHING A	OUTSTANDING
01	336587	\$402.75 402.75	04/02/08 23-5-00-5335	00033		0 HIGHSMITH COMPANY A	OUTSTANDING
01	336547	\$279.19 279.19	04/01/08 11-5-08-5500	01498		0 HOME DEPOT CREDIT SERVICES A	OUTSTANDING
01	336622	\$39.99 39.99	04/02/08 23-5-00-5335	01498		0 HOME DEPOT CREDIT SERVICES A	OUTSTANDING
01	336518	\$235.00 235.00	04/01/08 11-5-23-5300	00154		0 ILL PARK AND RECREATION A	OUTSTANDING
01	801447	\$12750.00 12750.00	03/31/08 11-2-00-2270	20252		0 IMPA A	OUTSTANDING
01	336597	\$365.83 365.83	04/02/08 23-5-00-5210	00398		0 INGRAM LIBRARY SERVICES A	OUTSTANDING
01	336525	\$180.00 180.00	04/01/08 11-5-16-5400	00349		0 INTELLEAGENT SOLUTIONS, INC. A	OUTSTANDING
01	336641	\$106.00 106.00	04/02/08 11-5-20-5200	31638		0 INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO. A	OUTSTANDING
01	336555	\$745.00 745.00	04/01/08 11-5-23-5500	01841		0 J&M FENCE A	OUTSTANDING
01	336592	\$23352.68 23352.68	04/02/08 11-5-14-5240	00146		0 J. STERLING MORTON HIGH SCHOOL A	OUTSTANDING
01	336520	\$127.95 127.95	04/01/08 11-5-08-5500	00162		0 JACK'S RENTAL INC A	OUTSTANDING
01	336560	\$1475.00 1475.00	04/01/08 11-2-00-2400	20244		0 JAIME AND MARIA TORRES A	OUTSTANDING

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		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336610	\$3630.00 3630.00	04/02/08 11-5-11-5210	01014		0 JOHN TARULLO A	OUTSTANDING
01	336650	\$322.40 322.40	04/02/08 11-5-07-5330	34180		0 JOSEPH LOTITO JR. A	OUTSTANDING
01	336544	\$180.00 180.00	04/01/08 11-5-11-5210	01273		0 JOSEPH M.CRISCIONE a	OUTSTANDING
01	336642	\$551.00 551.00	04/02/08 11-5-08-5500	32052		0 JUST TIRES A	OUTSTANDING
01	336537	\$1380.00 1380.00	04/01/08 15-5-00-5300	01085		0 KB LAWN AND MULCH A	OUTSTANDING
01	336691	\$50.00 50.00	04/03/08 11-5-01-5210	20258		0 KIWANIS CLUB OF BERWYN A	OUTSTANDING
01	336680	\$25830.00 25830.00	04/03/08 23-2-00-2100	01461		0 KONICA MINOLTA BUSINESS SOLUTIONS A	OUTSTANDING
01	336646	\$285.06 285.06	04/02/08 23-5-00-5220	33133		0 LANDMARK AUDIOBOOKS A	OUTSTANDING
01	336599	\$89.20 89.20	04/02/08 23-5-00-5335	00483		0 LEWIS PAPER PLACE A	OUTSTANDING
01	336688	\$50.00 50.00	04/03/08 11-4-00-4405	20255		0 LISA MCCLAIN A	OUTSTANDING
01	336664	\$1555.25 1555.25	04/03/08 11-5-11-5305	00407		0 LITTLE VILLAGE PRINTING A	OUTSTANDING
01	801444	\$1802.20 1802.20	03/31/08 11-5-08-5112	20198		0 LOREN BUCHMEIER A	OUTSTANDING
01	336550	\$2138.00 2138.00	04/01/08 11-5-23-5300	01692		0 M.K. SPORTS A	OUTSTANDING
01	336626	\$2138.00 2138.00	04/02/08 11-5-23-5300	01692		0 M.K. SPORTS A	OUTSTANDING
01	336513	\$140.00 140.00	04/01/08 15-5-00-5300	00085		0 MACNEAL OCCUPATIONAL HEALTH SERVICES A	OUTSTANDING
01	336539	\$180.67 180.67	04/01/08 11-5-20-5500	01114		0 MARTIN-AIRE HEATING & COOLING INC. A	OUTSTANDING

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01	336571	\$136.86 136.86	04/01/08 11-5-23-5500	33555		0 MENARDS-CICERO A	OUTSTANDING
01	336607	\$2423.25 2423.25	04/02/08 11-5-20-5500	00821		0 METRO GARAGE INC A	OUTSTANDING
01	336588	\$431.72 431.72	04/02/08 23-5-00-5305	00040		0 METROPOLITAN LIBRARY SYSTEM A	OUTSTANDING
01	336602	\$91.13 91.13	04/02/08 23-5-00-5230	00520		0 METROPOLITAN LIBRARY SYSTEM A	OUTSTANDING
01	336645	\$522.43 522.43	04/02/08 23-5-00-5220	33116		0 MICRO MARKETING, LLC A	OUTSTANDING
01	336620	\$938.45 938.45	04/02/08 11-5-20-5200	01417		0 MID-TOWN PETROLEUM, INC. A	OUTSTANDING
01	336523	\$194.50 194.50	04/01/08 11-5-08-5500	00295		0 MIDCO INC. A	OUTSTANDING
01	336538	\$1460.00 1460.00	04/01/08 40-5-00-5609	01086		0 MKA ENVIRONMENTAL CONSULTING, INC. A	OUTSTANDING
01	336638	\$26.95 26.95	04/02/08 23-5-00-5220	20247		0 MODIO MEDIA A	OUTSTANDING
01	336621	\$16821.46 16821.46	04/02/08 11-5-06-5220	01447		0 MRA A	OUTSTANDING
01	336517	\$510.00 510.00	04/01/08 11-5-23-5300	00130		0 NAT'L RECREATION & PARK ASSN. A	OUTSTANDING
01	336637	\$50.00 50.00	04/02/08 23-5-00-5210	20243		0 NATIONAL COMSUMER LAW CENTER A	OUTSTANDING
01	336569	\$1832.50 1832.50	04/01/08 11-5-23-5500	32375		0 NATIONAL SEED A	OUTSTANDING
01	336593	\$624.83 624.83	04/02/08 11-5-08-5310	00301		0 NEXTEL COMMUNICATIONS A	OUTSTANDING
01	336663	\$460.72 460.72	04/03/08 11-5-07-5310	00301		0 NEXTEL COMMUNICATIONS A	OUTSTANDING
01	336652	\$1980.00 1980.00	04/02/08 11-5-23-5300	35755		0 NICK VISVARDIS A	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 03/31/08 - 04/03/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336549	\$578.00 428.00 150.00	04/01/08 11-5-20-5320 11-5-23-5325	01632		0 NICOR GAS A A	OUTSTANDING
01	336624	\$870.00 870.00	04/02/08 23-5-00-5325	01632		0 NICOR GAS A	OUTSTANDING
01	336647	\$47.61 47.61	04/02/08 23-5-00-5335	33183		0 OFFICE DEPOT A	OUTSTANDING
01	336511	\$169.75 56.58 113.17	04/01/08 11-5-01-5300 11-5-06-5300	00034		0 OLE FASHION FOOD SERVICES MO AND CO FIN AND COLLECTORS	OUTSTANDING
01	336521	\$463.80 463.80	04/01/08 11-5-23-5210	00263		0 ORIENTAL TRADING CO. A	OUTSTANDING
01	336514	\$616.00 616.00	04/01/08 15-5-00-5300	00096		0 FACE VANPOOL A	OUTSTANDING
01	336632	\$40.49 40.49	04/02/08 23-5-00-5220	20232		0 PARACLETE PRESS, INC. A	OUTSTANDING
01	336554	\$437.70 437.70	04/01/08 11-5-08-5500	01826		0 PATTEN INDUSTRIES, INC. A	OUTSTANDING
01	336629	\$8.00 8.00	04/02/08 11-5-08-5500	01924		0 PHELAN DODGE A	OUTSTANDING
01	336510	\$59838.95 18835.99 41002.96	04/01/08 79-5-00-5320 79-5-00-5520	00028		0 PINNER ELECTRIC CO A A	OUTSTANDING
01	336570	\$518.26 518.26	04/01/08 11-5-23-5305	32762		0 FITNEY BOWES PURCHASE POWER A	OUTSTANDING
01	336564	\$2300.00 2300.00	04/01/08 11-2-00-2450	20250		0 R.W.COLLINS CO.INC. A	OUTSTANDING
01	336625	\$88.00 88.00	04/02/08 23-5-00-5220	01647		0 RANDOM HOUSE, INC. A	OUTSTANDING
01	336565	\$1731.95 1731.95	04/01/08 11-5-08-5300	30099		0 RAY O'HERRON CO.INC. A	OUTSTANDING
01	336639	\$5.95 5.95	04/02/08 23-5-00-5220	30788		0 RECORDED BOOKS, LLC A	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 03/31/08 - 04/03/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336686	\$500.00 500.00	04/03/08 11-4-00-4405	20253		0 RENT A WRECK A	OUTSTANDING
01	336616	\$180.00 180.00	04/02/08 11-5-11-5500	01304		0 RESTORE BOARD-UP A	OUTSTANDING
01	336543	\$145.00 145.00	04/01/08 11-5-23-5300	01271		0 RICOH AMERICAS CORP. A	OUTSTANDING
01	336674	\$290.00 290.00	04/03/08 11-5-23-5300	01271		0 RICOH AMERICAS CORP. A	OUTSTANDING
01	336677	\$412.50 412.50	04/03/08 11-5-23-5335	01378		0 RICOH AMERICAS CORPORATION A	OUTSTANDING
01	336611	\$111.58 32.40 36.04 43.14	04/02/08 11-5-08-5500 11-5-08-5500 80-5-00-5500	01055		0 RIZZA FORD PD POLICE WD	OUTSTANDING
01	336684	\$336.19 336.19	04/03/08 11-5-04-5207	01810		0 ROBERT J. LOVERO A	OUTSTANDING
01	336530	\$4000.00 4000.00	04/01/08 11-5-05-5210	00470		0 ROBERT S. MOLARO & ASSOCIATES A	OUTSTANDING
01	336660	\$375.00 375.00	04/03/08 11-5-07-5330	00117		0 ROMEOVILLE FIRE ACADEMY A	OUTSTANDING
01	336522	\$324.07 97.75 57.26 169.06	04/01/08 11-5-11-5500 15-5-00-5500 11-5-08-5500	00280		0 ROSCOE COMPANY A A A	OUTSTANDING
01	336662	\$572.10 53.13 173.46 56.46 53.12 180.30 55.63	04/03/08 11-5-07-5500 11-5-23-5300 11-5-07-5500 11-5-07-5500 11-5-23-5300 11-5-07-5500	00280		0 ROSCOE COMPANY A A A A A A	OUTSTANDING
01	336519	\$2797.76 2797.76	04/01/08 11-5-20-5500	00158		0 RUSSO POWER EQUIPMENT A	OUTSTANDING
01	336566	\$177.38 177.38	04/01/08 11-5-23-5210	30617		0 SAM'S CLUB A	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 03/31/08 - 04/03/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336692	\$30.19 30.19	04/03/08 11-5-23-5215	30617		0 SAM'S CLUB A	OUTSTANDING
01	336649	\$1380.00 1380.00	04/02/08 11-5-23-5300	33357		0 SEAN THORNTON A	OUTSTANDING
01	336532	\$75.00 75.00	04/01/08 80-5-00-5500	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	336605	\$98.00 98.00	04/02/08 11-5-08-5500	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	336623	\$221.88 221.88	04/02/08 23-5-00-5335	01629		0 SHANE'S OFFICE SUPPLY CO. A	OUTSTANDING
01	336634	\$6.12 6.12	04/02/08 23-5-00-5240	20240		0 SHARON LORENZI A	OUTSTANDING
01	336524	\$124.24 124.24	04/01/08 11-5-20-5300	00299		0 SHERWIN WILLIAMS A	OUTSTANDING
01	336643	\$21.95 21.95	04/02/08 23-5-00-5215	32120		0 SOUTHERN ACCENTS A	OUTSTANDING
01	336576	\$1619.48 1619.48	04/02/08 11-5-20-5500	01000		0 STANDARD EQUIPMENT CO A	OUTSTANDING
01	336670	\$120.00 120.00	04/03/08 11-5-07-5125	01160		0 STARS & STRIPES A	OUTSTANDING
01	336579	\$30.00 30.00	04/02/08 11-5-11-5300	01566		0 STATE FIRE MARSHAL A	OUTSTANDING
01	336567	\$5956.00 5956.00	04/01/08 82-5-00-5235	30691		0 STATE TREASURER A	OUTSTANDING
01	801453	\$122.25 122.25	03/31/08 11-5-14-5245	20249		0 STEPHANIE FOJAS A	OUTSTANDING
01	336563	\$3300.00 3300.00	04/01/08 11-2-00-2450	20248		0 T & G PROPERITES LLS A	OUTSTANDING
01	336609	\$441.96 276.42 55.18 55.18 55.18	04/02/08 11-5-23-5310 32-5-00-5310 11-5-06-5310 23-5-00-5310	00989		0 T-MOBILE REC CDBG COLLECTORS LIBRARY	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 03/31/08 - 04/03/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336651	\$51.52 51.52	04/02/08 23-5-00-5240	34762		0 TAMMY CLAUSEN A	OUTSTANDING
01	336596	\$12.98 12.98	04/02/08 23-5-00-5335	00391		0 TELE-TRON ACE HARDWARE A	OUTSTANDING
01	336627	\$578.52 578.52	04/02/08 11-5-08-5320	01706		0 TEXOR PETROLEUM COMPANY A	OUTSTANDING
01	336630	\$137.74 137.74	04/02/08 23-5-00-5220	01929		0 THE AV CAFE A	OUTSTANDING
01	336681	\$300.00 300.00	04/03/08 60-5-00-5215	01504		0 THE BANK OF NEW YORK A	OUTSTANDING
01	336590	\$261.84 261.84	04/02/08 23-5-00-5210	00123		0 THE GALE GROUP A	OUTSTANDING
01	336654	\$20.80 20.80	04/02/08 23-5-00-5215	37837		0 THE NEW YORK TIMES A	OUTSTANDING
01	336672	\$375.00 375.00	04/03/08 11-5-04-5205	01199		0 THOMAS J.DAY A	OUTSTANDING
01	336644	\$7.00 7.00	04/02/08 11-5-02-5300	32409		0 THOMAS J.PAVLIK A	OUTSTANDING
01	336612	\$75.00 75.00	04/02/08 11-5-11-5300	01220		0 THOMPSON ELEVATOR INSPECTION SERVICE INC. A	OUTSTANDING
01	336516	\$655.49 655.49	04/01/08 11-5-23-5335	00104		0 TOMARK SPORTS INC. A	OUTSTANDING
01	336619	\$649.74 634.84 14.90	04/02/08 11-5-08-5500 11-5-20-5200	01364		0 TRYAD AUTOMOTIVE POLICE DEPT PW	OUTSTANDING
01	801446	\$690.00 690.00	03/31/08 11-5-14-5245	00003		0 U S POSTMASTER A	OUTSTANDING
01	336580	\$35.43 35.43	04/02/08 11-5-11-5305	01750		0 UNITED PARCEL SERVICE A	OUTSTANDING
01	336618	\$416.50 416.50	04/02/08 11-5-08-5500	01336		0 UNITED RADIO COMM, INC A	OUTSTANDING
01	336667	\$300.00 300.00	04/03/08 11-5-07-5300	00767		0 VCG UNIFORM/CARLSON MURRAY A	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 03/31/08 - 04/03/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336640	\$50.00 50.00	04/02/08 11-5-06-5310	31245		0 VERIZON WIRELESS A	OUTSTANDING
01	336533	\$35.97 35.97	04/01/08 11-5-08-5300	00698		0 WALGREENS CO. A	OUTSTANDING
01	336657	\$2585.96 234.00 18.98 63.61 63.25 83.86 42.34 7.46 459.69 556.60 556.60 303.93 8.52 34.42 41.68 11.03 99.99	04/03/08 11-5-06-5300 11-5-02-5300 11-5-06-5300 11-5-12-5300 11-5-02-5300 11-5-06-5300 11-5-20-5300 11-5-20-5300 11-5-08-5300 11-5-08-5300 11-5-20-5300 15-5-00-5300 15-5-00-5300 11-5-06-5300 11-5-20-5300 11-5-06-5300	00069		0 WAREHOUSE DIRECT A A A A A A A A A A A A A A A A A	OUTSTANDING
01	336658		04/03/08	00069		0 UNISSUED	UNISSUED
01	336526	\$165.00 118.00 47.00	04/01/08 11-5-08-5335 11-5-11-5300	00377		0 WATER ONE A A	OUTSTANDING
01	336594	\$46.50 13.50 33.00	04/02/08 11-5-06-5300 11-5-08-5335	00377		0 WATER ONE A A	OUTSTANDING
01	336678	\$6393.97 3755.47 2638.50	04/03/08 11-5-07-5500 11-5-07-5300	01441		0 WEIMER MACHINE A A	OUTSTANDING
01	336582	\$3576.93 3576.93	04/02/08 32-5-00-5240	01909		0 WEST SUBURBAN PADS A	OUTSTANDING
01	336689	\$500.00 500.00	04/03/08 11-4-00-4405	20256		0 WILLIAM PUSATERI A	OUTSTANDING
01	336690	\$500.00 500.00	04/03/08 11-4-00-4405	20257		0 WILLIE GAYTON A	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 03/31/08 - 04/03/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	336546	\$8800.09 8800.09	04/01/08 40-5-00-5609	01446		0 WOLD ARCHITECTS AND ENGINEERS GRANT 07-203582	OUTSTANDING
01	336553	\$74.11 74.11	04/01/08 11-5-11-5500	01803		0 ZEE MEDICAL, INC. A	OUTSTANDING
TOTAL # OF ISSUED CHECKS:			187	TOTAL AMOUNT:		1016917.39	
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF UNISSUED CHECKS:			1				

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL

011	GENERAL FUND	604,614.53	0.00
015	COMMUNITY OUTREACH FUND	2,390.20	0.00
023	LIBRARY FUND	34,630.19	0.00
032	CDBG PROJECT FUND	78,675.21	0.00
040	CAPITAL PROJECTS FUND	210,410.09	0.00
058	OGDEN AVE. TIP DISTRICT	7,500.00	0.00
060	BOND AND INTEREST	300.00	0.00
079	MOTOR FUEL TAX	59,838.95	0.00
080	WATER AND SEWER	1,477.22	0.00
082	COB LIABILITY FUND	17,081.00	0.00
		=====	=====
	TOTAL -	1,016,917.39	0.00



K/3
THE CITY OF **BERWYN, ILLINOIS** *Building A New Berwyn*

6700 West 26th Street • Berwyn, Illinois 60402-0701 • Telephone: (708) 788-2660 • Fax: (708) 788-2567
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MICHAEL A. O'CONNOR, *Mayor*

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

March 27, 2008

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

Re: Handicap Request #543

Dear Members:

I hereby concur with the investigating officer's recommendation to **Approve** the attached Handicap application.

Respectfully,

Robert J. Lovero
7th Ward Alderman

RJL:gal



We Serve and Protect

BERWYN POLICE DEPARTMENT

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



**TO: HONORABLE MAYOR MICHAEL A. O'CONNOR AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORINANCE DIVISION**

DATE: March 17, 2008

RE: HANDICAPPED SIGN FOR: PATRICK O'CONNOR #543

**ATTACHED IS A COPY OF REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

 1918 South Kenilworth Ave

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Robert Lovero

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor
and Members of City Council

From: Berwyn Police Department
Local Ordinance Division

Date: 22FEB2008

Application #: 543

Name of Applicant: Patrick O' Connor

Address:

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-02475		

Recommendation: APPROVE DENY Reporting Officer: M.RIVERA 255

Comments:

Alderman:

Ward:

Berwyn Police Department - Incident Report

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

Incident#: 08-02475

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Police Related Activity	INCIDENT # / DOT # 08-02475
WHEN REPORTED 02/22/2008 00:00	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1918 S KENILWORTH AV # BERWYN, IL 60402		HOW RECEIVED On View-Officer
TIME OF OCCURRENCE 02/22/2008 00:00	STATUS CODE (09) Administratively Closed		STATUS DATE 02/22/2008

INVOLVED ENTITIES

NAME O'CONNOR, PATRICK		DOB	AGE	ADDRESS			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
UCR 9039 (Other Public Service) - 1 count(s)				TYPE Other		RELATED EVENT #	

INVOLVED VEHICLES

VEHICLE #	STATE IL	TYPE	INVOLVEMENT	VIN #
YEAR	MAKE	MODEL	COLOR	COMMENTS

NARRATIVES

PRIMARY NARRATIVE

Application for Handicapped parking sign in front of 1918 south Kenilworth apt 2 Berwyn, Ill 60402.

Mr. Patrick O'Connor from 1918 south Kenilworth Ave s

Mr. Patrick O'Connor does not uses a wheelchair, walker or cane at this time, but has a hard time moving due to his problem.

There is a three-car garage on the property but it's not for rent. Mr. Patrick O'Connor related that he is not the owner of the apartment building. Mr. Patrick O'Connor would like a spot in front of the home for parking because it would be easier due to his condition and that the garage is not for rent. Parking on the block is also available but very limited due to all the homes in the area.

Reporting Officer observed around thirty vehicles parked on the whole of 1900 south Kenilworth Ave. Mr. Patrick O'Connor meets the requirements for being handicapped and also meets some of the requirements in the City Ordinance.

On this date Reporting Officer was unable to speak with the owner of the property 1918 south Kenilworth Ave Berwyn, Illinois to verify that he did not have any problems with a sign being placed in front of the apartment building if one was assigned. Reporting Officer advised the applicant Mr. Patrick O'Connor that Reporting Officer would need a letter or to speak to the property owner before a sign can be approved.

Letter from property owner attached.

Reporting Officer feels that this application should be approved.

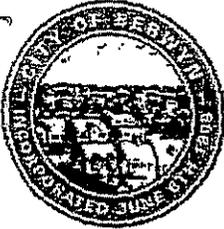
Application number 543

Nothing furthers this Reporting Officer.

Berwyn Police Department - Incident Report

Page 1 of 1

REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
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THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

PATRICK O'CONNOR
(Name of Handicapped Person)

1918 S. KENILWORTH
(Address of Handicapped Person)

PATRICK O'CONNOR
(Name of Applicant)

(Phone Number of Handicapped Person)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit which said person knows to be false or believes to be false.

(Signature of Applicant)

9/11/07
(Date)

PHYSICIANS STATEMENT
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR 1-159.1 (Physically Handicapped Person - Every person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof, or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair).

(Print - Name of Physician)

(Print - Address of Physician)

(Signature of Physician)

(Physicians Phone #)

(Date)

Handicapped State Plate #
Vehicle Tag # 21173 Year 07-08
Regular State Plate #
Handicap State Card # AE 37530

YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.

February 2, 2007

To whom it may concern:

I am the owner of the Building located at 1918 So. Kenilworth. Mr. Patrick O'Connor is a tenant in that building. He does not have access to the garage located at that address.

I have no objection to Mr. O'Connor having a reserved handicapped-parking place in front of the building.

My phone number is . . .

Sincerely,

Frank Loialono

Frank Loialono

LoIacono



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MICHAEL A. O'CONNOR, *Mayor*

Seventh Ward Alderman

Robert J. Lovero
(708) 788-1885

March 27, 2008

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

Re: Handicap Request #542

Dear Members:

I hereby concur with the investigating officer's recommendation to **Approve** the attached Handicap application.

Respectfully,

Robert J. Lovero
7th Ward Alderman

RJL:gal

Berwyn Police Department

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

HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor
and Members of City Council

From: Berwyn Police Department
Local Ordinance Division

Date: 22FEB2008

Application #: 542

Name of Applicant: CORA WHEAT

Address: 1932 SOUTH GROVE AVE

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 08-02472		

Recommendation: APPROVE DENY Reporting Officer: M.RIVERA 255

Comments:

Alderman:

Ward:

Berwyn Police Department - Incident Report

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

Incident#: 08-02472

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Other Public Service	INCIDENT # / DOT # 08-02472
WHEN REPORTED 02/22/2008 11:22	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1932 S GROVE AV #2 BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 02/22/2008 00:00		STATUS CODE (09) Administratively Closed	STATUS DATE 02/22/2008

INVOLVED ENTITIES

NAME WHEAT, CORA L		DOB	AGE	ADDRESS			
SEX	RACE	HGT 5' 3"	WGT	HAIR	EYES 1	PHONE	
UCR 9039 (Other Public Service) - 1 count(s)				TYPE Other		RELATED EVENT #	

INVOLVED VEHICLES

VEHICLE #	STATE IL	TYPE	INVOLVEMENT	VIN #
YEAR	MAKE	MODEL	COLOR	COMMENTS

NARRATIVES

PRIMARY NARRATIVE

Application for Handicapped parking sign in front of 1932 south Grove apt 2 Berwyn, Ill 60402.

Mrs. Cora L Wheat from 1932 south Grove Ave :

Mrs. Cora L Wheat does not uses a wheelchair, walker or cane at this time, but has a hard time moving due to her problem.

There is a two-car garage on the property but it's not for rent. Mrs. Cora L Wheat related that she is not the owner of the apartment building. Mrs. Cora L Wheat would like a spot in front of the home for parking because it would be easier due to her condition and that the garage is not for rent. Parking on the block is also available but very limited due to all the homes in the area.

Reporting Officer observed twenty to thirty vehicles parked on the whole of 1900 south Grove Ave. Mrs. Cora L Wheat meets the requirements for being handicapped and also meets some of the requirements in the City Ordinance.

On this date Reporting Officer was unable to speak with the owner of the property 1932 south Grove Ave Berwyn, Illinois to verify that he did not have any problems with a sign being placed in front of the apartment building if one was assigned. Reporting Officer advised the applicant Mrs. Mrs. Cora L Wheat Reporting Officer would need a letter or to speak to the property owner before a sign can be approved.

Letter from property owner attached.

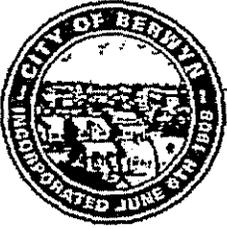
Reporting Officer feels that this application should be approved.
Application number 542

Nothing furthers this Reporting Officer.

REPORTING OFFICER RIVERA, MANUEL	STAR # 255	REVIEWER	STAR #
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Berwyn Police Department - Incident Report

Page 1 of 1



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

Cora Wheat (Name of Handicapped Person)

1932 Grove Ave (Address of Handicapped Person) Berwyn, IL 60402

Cora Wheat (Name of Applicant)

(Phone Number of Handicapped Person)

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit which said person knows to be false or believes to be false.

Cora Wheat (Signature of Applicant)

Jan 8, 2008 (Date)

PHYSICIANS STATEMENT PLEASE PRINT NATURE OF PATIENT'S HANDICAP

I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR 1-159.1 (Physically Handicapped Person - Every person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof, or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair).

(Print - Name of Physician)

(Print - Address of Physician)

(Signature of Physician)

(Physicians Phone #) (Date)

Handicapped State Plate #

Vehicle Tag # Year

Regular State Plate #

Handicap State Card # AE50332

YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.

Dennis Magdato

February 1, 2008

To Whom It May Concern:

Miss Cora Wheat, a tenant in the 2nd floor of 1932 Grove in Berwyn, stated that she has a medical disability necessitating "Handicapped Parking Sign" placed in front of the apartment building.

I have no objection to this request. Our lease agreement does not include a garage space. Any question, please call me at the telephone numbers below.

Thank you for your kind consideration.

Sincerely,

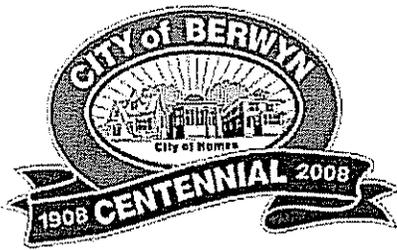


Dennis Magdato Sr. & Edna Pamatmat-Magdato

Tel:

Email:

K-5
Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

April 1, 2008

Honorable Mayor Michael A. O'Connor
And Members of the City Council
Berwyn City Hall
Berwyn, Illinois 60402

Dear Mayor and Council Members:

Attached please find a list of business licenses which have been issued for the month of March, 2008, by the Collector's Office. Included are storefronts, office phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review along with businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Debi B. Suchy
City Collector
DBS/sb

BERWYN BUSINESSES - LICENSED IN MARCH, 2008 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
The Puppy Shop	6907 Cermak Road, Unit B	Abraham Ronces	Pet Shop (708) 484-8708
Spot Coin Wash	6605 W. 26th Street	Alexandra Arango	Laundromat (773) 593-2539
Gina's Company Store	3246 S. Oak Park Avenue	Jaime Moreno, etal	Grocery Store (708) 484-6100
Anthony Parrilli State Farm Insurance	1415 S. Harlem Avenue	Anthony J. Parrilli	Insurance Office (708) 484-6707

BERWYN BUSINESSES - LICENSED IN MARCH, 2008 (PHONE USE ONLY)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Frank's Handyman Serv.	3725 S. Wenonah Avenue	Frank and Mary Rogus	Contractor (Handyman) (708) 484-1541

**BUSINESS LICENSES ISSUED FOR MARCH, 2008
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Awnings Plus	367 Rohlwing, Addison	KGW Enterprises, Inc.	Contractor (Awning)
MBH Construction	7731 Ferdinand, Bridgeview	MBH Construction, Inc.	Contractor (Cement)
C & X Electric	10806 Avenue N, Chicago	Antonio Garcia	Contractor (Electrical)
Continental Electrical	5900 Howard, Skokie	Continental Electrical Constr.Inc.	Contractor (Electrical)
RMR Electric	1187 Concord, Elgin	RMR Electric, Inc.	Contractor (Electrical)
Residential Upgrade Elec.	638 Prairie, Downers Grove	Residential Upgrade Electric	Contractor (Electrical)
Skiba's Construction	14464 Abbott, Homer Glen	Skiba's Construction	Contractor (Excavating)
Advanced Fire Equipment	4822 Moody, Chicago	Advanced Fire Equipment	Contractor (Fire Extinguisher)
Clearing Construction	5400 Lorel, Chicago	Steven J. Scesnewicz	Contractor (General)
Cooling Landscape Contr	4400 Wheeler, Cherry Valley	Cooling Landscape Contractors	Contractor (General)
First American Constr.	2900 48th Ct., Cicero	First American Construction	Contractor (General)
Robert Yiu Construction	11S204 Madison, Burr Ridge	Robert Yiu Construction, Inc.	Contractor (General)
BSM Enterprises, Inc.	1020 Republic, Addison	BSM Enterprises, Inc.	Contractor (HVAC)
R-Ventilation	1094 Larkspur, Pin Gree	Rios Corporation of Illinois	Contractor (HVAC)
Fruchioso Rangel	201 Oak, Lockport	Fruchioso Rangel	Contractor (Lath,Plaster,Drywall)
Adam & Jerry Masonry	2294 Webster, DesPlaines	Adam & Jerry Masonry, Co.	Contractor (Masonry)
MPZ Masonry, Inc.	7132 Harlem, Chicago	MPZ Masonry, Inc.	Contractor (Masonry)
TC Masonry, Inc.	5633 99th, Oak Lawn	TC Masonry, Inc.	Contractor (Masonry)
Finn Plumbing	1825 Syracuse, Naperville	Finn Plumbing	Contractor (Plumbing)
Preferred Plumbing, Inc.	1456 Highridge, Westchester	Preferred Plumbing, Inc.	Contractor (Plumbing)
Service Pros, Inc.	4438 Archer, Chicago	Service Pros, Inc.	Contractor (Plumbing)
Urban Roofing Gen.Contr	4656 Custer, Brookfield	Urban Roofing Gen Contr., Inc.	Contractor (Roofing)
O'Brien Plumbing	12419 Moody, Palos Heights	Michael O'Brien	Contractor (Sewer & Drain)
American Custom Signs	6149 Archer, Summit	American Custom Signs, Inc.	Contractor (Sign Hanger)
Adrian's Landscaping	2815 50th Ct., Cicero	Adrian Telles	Contractor (Tree Service/Landscaping)
Higgins Construction	1955 Glenwood, Chicago Hgts.	Higgins Construction, Inc.	Contractor (Window & Door)
Wellington Windows	1233 Rand, DesPlaines	Wellington Windows & Doors	Contractor (Window & Door)

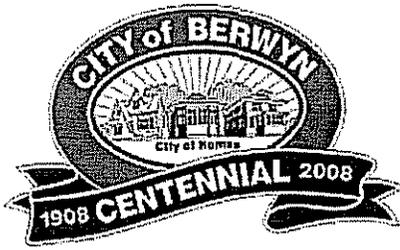
Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Bodhi Thai Bistro</i>				9936
6211 W. Roosevelt Road	Berwyn IL 60402	9/13/2007		
<i>C. F. Wood, LLC</i>			(708) 484-9510	10051
3208 S. Grove Avenue	Berwyn IL 60402	11/7/2007		
<i>Campos Auto Wholesalers</i>			(708) 743-4295	10151
3134 S. Highland Avenue	Berwyn IL 60402	2/20/2008		
<i>Dos Hermanos Food Service</i>			(708) 749-1870	10172
2532 S. Grove Avenue	Berwyn IL 60402	2/28/2008		
<i>Fitz Bone Catering</i>			(708) 788-2118	9509
6619 W. Roosevelt Road	Berwyn IL 60402	1/10/2007		
<i>Four R Entertainment</i>			(708) 484-4275	9926
3341 S. Highland Avenue	Berwyn IL 60402	9/7/2007		
<i>Handzel & Associates</i>			(708) 637-5500	10214
6226 W. Cermak Road	Berwyn IL 60402	3/25/2008		
<i>HDZ Drafting Consultants</i>			(708) 945-2332	10181
2125 S. Cuyler Avenue	Berwyn IL 60402	3/7/2008		
<i>La Media Cancha</i>			(708) 788-1208	10222
7003 W. 16th Street	Berwyn IL 60402	3/28/2008		
<i>Paris Perfume Outlet, Inc.</i>			(708)	10096
6218 W. Cermak Road	Berwyn IL 60402	12/13/2007		
<i>Salinas Heating & Air Conditioning, Inc.</i>			(866) 748-2248	10219
6925 W. Ogden Avenue	Berwyn IL 60402	3/27/2008		
<i>Stephen J. Grud, DDS., M.S., LTD.</i>			(708) 484-7453	10215
7024-26 W. Cermak Road	Berwyn IL 60402	3/25/2008		
<i>Verimerge</i>			(708) 628-4470	10097
7003 W. Roosevelt Road	Berwyn IL 60402	12/13/2007		
<i>Wings Fire House</i>			(708) 484-8100	10205
6535 W. Cermak Road	Berwyn IL 60402	3/19/2008		
Total Businesses				14

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>A & H Services, Inc.</i> 6347 W. Roosevelt Road Berwyn	IL 60402	1/29/2008	(708) 795-7348	10129
<i>Cermak & Home Currency Exchange</i> 6946-48 W. Cermak Road Berwyn	IL 60402	2/21/2008	(708) 749-1722	123
<i>Diamond Realtors Corporation</i> 6243 W. 26th Street Berwyn	<i>Unit C</i> IL 60402	3/25/2008	(708) 749-3220	10138
<i>Easy Cooking, USA</i> 6440 W. Cermak Road Berwyn	IL 60402	3/27/2008	(708) 222-5601	10127
<i>M J Nails</i> 2825 1/2 S. Harlem Avenue Berwyn	IL 60402	4/1/2008	(708) 788-5001	10060
<i>Millennium Cutz 2</i> 2144 S. Oak Park Avenue Berwyn	IL 60402	2/11/2008	(708)	9733
<i>Miskas</i> 6515 W. Cermak Road Berwyn	IL 60402	2/1/2008	(708) 749-1400	10118
<i>Sunny Day Kids Academy</i> 6227 W. Roosevelt Road Berwyn	IL 60402	4/1/2008	(708) 484-0230	10225
<i>USA Insurance Brokers</i> 6807 W. Roosevelt Road Berwyn	IL 60402	1/19/2007	(708) 788-8822	9521
Total Businesses				9

Michael A. O'Connor
Mayor



Daniel J. LeBeau
Building Director

A Century of Progress with Pride

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

April 2, 2008

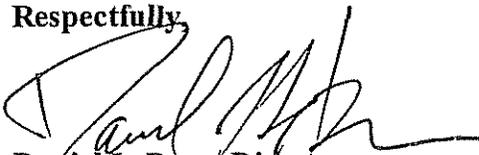
Honorable Michael A. O'Connor
Mayor of the City of Berwyn
Members of City Council

Re: Building and Local Improvement Permits

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of March, 2008 along with a copy of Permit Statistics for this same period.

Respectfully,



Daniel LeBeau, Director
Building Department

DL:cr
Encs.

Permits Issued By The Building Department

Wednesday, April 02, 2008

Between: 3/1/2008 And 3/31/2008

<u>Building</u>	Permits Issued: 10	Cost of Improvements: \$386,140.00
<u>Dumpster</u>	Permits Issued: 15	Cost of Improvements: \$0.00
<u>Electrical</u>	Permits Issued: 31	Cost of Improvements: \$35,507.00
<u>Fence</u>	Permits Issued: 11	Cost of Improvements: \$25,134.00
<u>Garage</u>	Permits Issued: 1	Cost of Improvements: \$1,750.00
<u>HVAC</u>	Permits Issued: 11	Cost of Improvements: \$17,905.00
<u>Local Improvement</u>	Permits Issued: 132	Cost of Improvements: \$894,752.00
<u>Plumbing</u>	Permits Issued: 31	Cost of Improvements: \$64,008.00
<u>POD</u>	Permits Issued: 1	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 36	Cost of Improvements: \$199,907.00
<u>Sign</u>	Permits Issued: 5	Cost of Improvements: \$8,150.00
Total Permits: <u>284</u>		Total Improvements: <u>\$1,633,253.00</u>

Fees Collected

Backfill Inspection	\$190.00
Building Permit	\$4,790.00
Local Improvement Permit	\$6,715.00

Permits Issued By The Building Department

Wednesday, April 02, 2008

Between: 3/1/2008 And 3/31/2008

Electrical Fees	\$565.00
Electrical Inspection	\$2,610.00
Signs	\$625.00
Footing Inspection	\$100.00
Framing Inspection	\$1,560.00
Inspection	\$1,650.00
Fence Fees	\$275.00
Foundation Inspection	\$50.00
Plumbing Fees	\$725.00
Plumbing Inspection	\$2,340.00
Plumbing Inspection (Underground)	\$420.00
Post Hole Inspection	\$605.00
Sewer Inspection	\$30.00
HVAC Permit	\$505.00
HVAC Inspection	\$1,425.00
Service Charge	\$780.00
Insulation/Fire Stopping Inspection	\$150.00
New Water Meter	\$675.00
Tap Fee	\$1,500.00
Demolition Fees	\$25.00
Dumpster	\$875.00
POD	\$25.00
Parkway Use	\$50.00
Pre-Pour Inspection	\$660.00
Sidewalk Opening	\$75.00
Street Opening	\$75.00
Fine - Working Without Permit	\$2,600.00
Roof Covering Fees	\$1,865.00
Cert. Of Compliance/ Occupancy	\$75.00
Total Fees Collected	\$34,610.00

Report Of Building Permits Issued By The City Of Berwyn

Wednesday, April 02, 2008

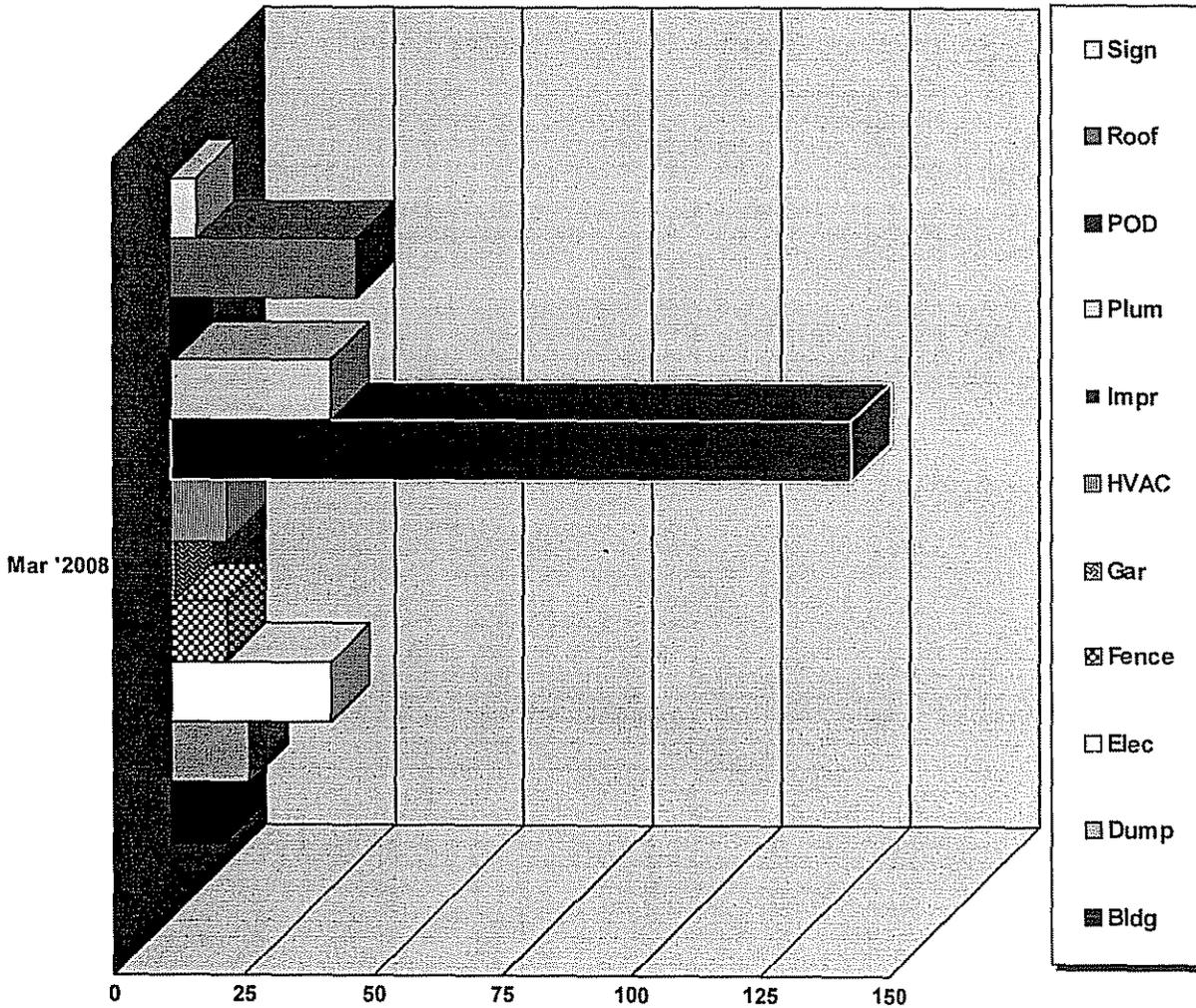
Between: 3/1/2008 And 3/31/2008

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Enriqueta Mota & Abel Angulo</i>	3643 S. Harvey Avenue	RELOCATE 1ST FLR KITCHEN - INST NEW BATHROOM & 2 BEDROOMS IN BSMT. POUR 4" CONCRETE IN NEW ROOMS & REC AREA. INST 2 ESCAPE WINDOWS - PATCH EXTERIOR CONCRETE SIDEWALK	3/7/2008	Bldg-B 7099-0	\$19,450.00	\$825.00
<i>Public Safety Building</i>	6401 W. 31st Street	CO-LOCATE NEW ANTENNA ON EXISTING TOWER STRUCTURE. INSTALL NEW RADIO EQUIPMENT CABINETS ON NON-PENETRATING STEEL PLATFORM.	3/10/2008	Bldg-B 7100-0	\$35,000.00	\$1,030.00
<i>Joseph Suster</i>	6903 W. Cermak Road	REPLACE FURNACE & INSTALL NEW CENTRAL A/C	3/10/2008	Bldg-B 7101-0	\$5,305.00	\$280.00
<i>H. Garcia & A. Salorzeno</i>	2409 S. Cuyler Avenue	ATF PERMIT - INSTALL S.S. BATHROOM IN BASEMENT AND NEW BOILER	3/11/2008	Bldg-B 7102-0	\$3,000.00	\$550.00
<i>Michael A. Solway & Jamie S. Fr</i>	3421 S. Wenonah Avenue	ADD BATHROOM TO 3RD FLOOR OF HOME - FIXTURES = SHOWER, SINK & WATER CLOSET	3/12/2008	Bldg-B 7103-0	\$28,385.00	\$940.00
<i>Ronald Hoger</i>	6441 W. 26th Place	DEMOLISH & HAUL FRAME GARAGE - (NO PLAN AT THIS TIME TO RE BUILD)	3/17/2008	Gar-B 7104-0	\$1,750.00	\$25.00
<i>Martin Mendicino</i>	6644 W. 34th Street	1 STORY ADDITION & INT. REMODELING - REPLACEMENT GARAGE 24 X 22 X 14 H	3/19/2008	Bldg-B 7105-0	\$125,000.00	\$2,690.00
<i>Steven Scesnewicz</i>	6435 W. 26th Street	CONSTRUCT NEW 2 UNIT BUILDING.	3/31/2008	Bldg-B 7106-0	\$170,000.00	\$5,725.00
<i>William & Molly Henry</i>	3128 S. Wisconsin Avenue	FINAL BUILDING RE INSPECTION	3/17/2008	Bldg-R 7049-3	\$0.00	\$50.00
<i>Jan Pupala</i>	6422 W. 27th Place	ELECTRIC & PLUMBING FINAL RE INSPECTIONS	3/17/2008	Bldg-R 7060-1	\$0.00	\$100.00
<i>Jan Pupala</i>	6422 W. 27th Place	ELECTRICAL RE-INSPECTION FINAL	3/24/2008	Bldg-R 7060-2		\$50.00
11	Building Permits Issued During Period			Totals	<u>\$387,890.00</u>	<u>\$12,265.00</u>

Permits Issued

Wednesday, April 2, 2008 4:20 PM

For Period Beginning 3/1/2008 And Ending 3/31/2008



Permit Detail

2008	March	Bldg	10
2008	March	Dump	15
2008	March	Elec	31
2008	March	Fence	11
2008	March	Gar	1
2008	March	HVAC	11
2008	March	Impr	132
2008	March	Plum	31
2008	March	POD	1
2008	March	Roof	36
2008	March	Sign	5

284

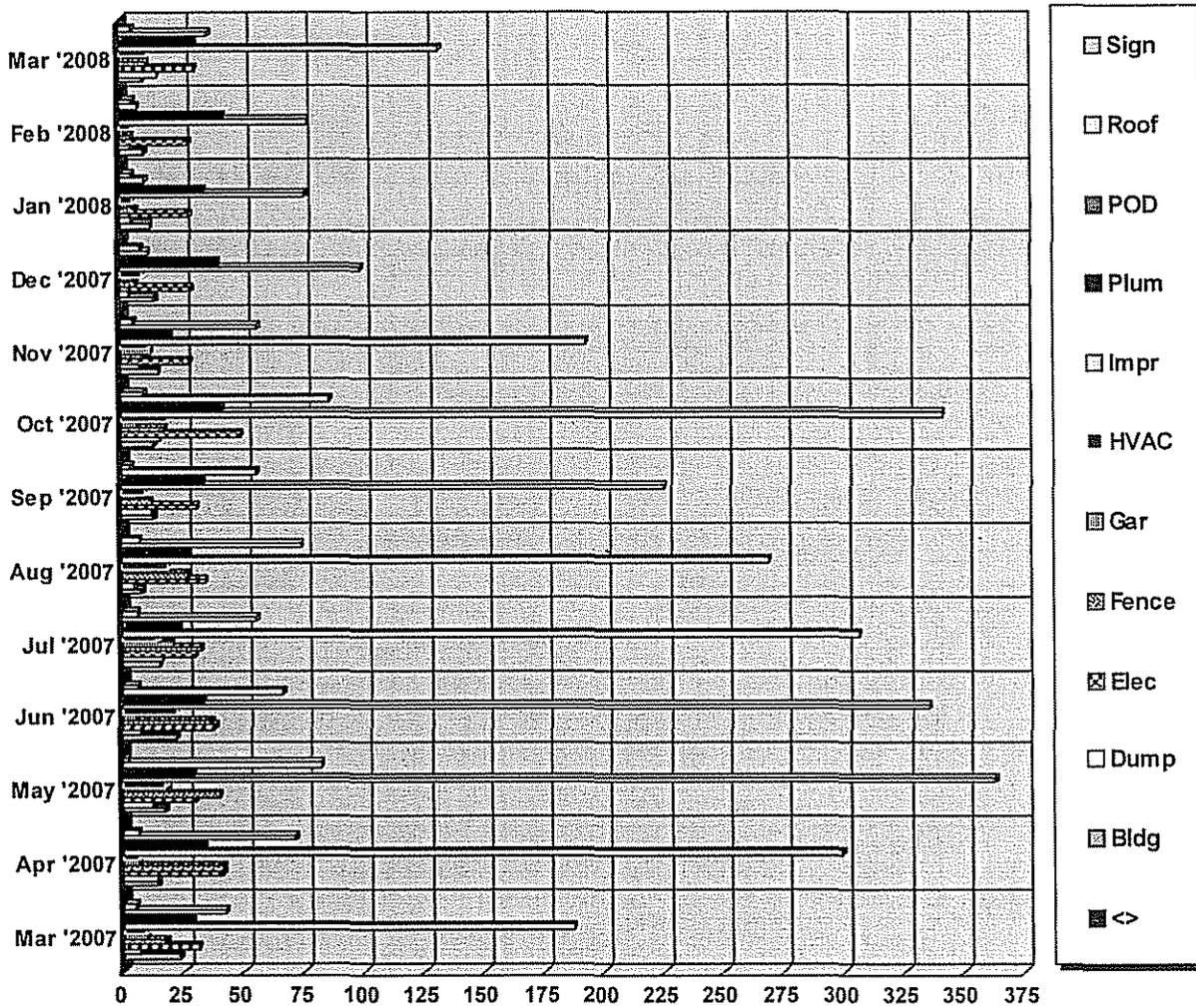
Total Permits Issued

284

Permits Issued

Wednesday, April 2, 2008 4:21 PM

For Period Beginning 3/1/2007 And Ending 3/31/2008



Permit Detail

2008	March	Bldg	10
2008	March	Dump	15
2008	March	Elec	31
2008	March	Fence	11
2008	March	Gar	1
2008	March	HVAC	11
2008	March	Impr	132
2008	March	Plum	31
2008	March	POD	1
2008	March	Roof	36
2008	March	Sign	5

284

2008	January	Bldg	12
2008	January	Dump	4
2008	January	Elec	28
2008	January	Fence	6
2008	January	Gar	3
2008	January	HVAC	5
2008	January	Impr	76
2008	January	Plum	34
2008	January	Roof	10
2008	January	Sign	4

182

2008	February	Bldg	10
2008	February	Dump	4
2008	February	Elec	28
2008	February	Fence	4
2008	February	Gar	1
2008	February	HVAC	5
2008	February	Impr	77
2008	February	Plum	42
2008	February	Roof	7
2008	February	Sign	5

183

2007	December	Bldg	14
2007	December	Dump	3
2007	December	Elec	29
2007	December	Fence	6
2007	December	Gar	5
2007	December	HVAC	9
2007	December	Impr	99
2007	December	Plum	40
2007	December	Roof	11
2007	December	Sign	8

224

Permit Detail

2007	November		1
2007	November	Bldg	15
2007	November	Dump	7
2007	November	Elec	28
2007	November	Fence	10
2007	November	Gar	12
2007	November	HVAC	11
2007	November	Impr	193
2007	November	Plum	20
2007	November	Roof	56
2007	November	Sign	5

358

2007	October	Bldg	13
2007	October	Dump	15
2007	October	Elec	49
2007	October	Fence	17
2007	October	Gar	6
2007	October	HVAC	19
2007	October	Impr	341
2007	October	Plum	41
2007	October	Roof	86
2007	October	Sign	9

596

2007	September	Bldg	13
2007	September	Dump	12
2007	September	Elec	31
2007	September	Fence	12
2007	September	Gar	6
2007	September	HVAC	10
2007	September	Impr	225
2007	September	Plum	33
2007	September	POD	1
2007	September	Roof	55
2007	September	Sign	3

401

2007	August	Bldg	8
2007	August	Dump	5
2007	August	Elec	34
2007	August	Fence	27
2007	August	Gar	12
2007	August	HVAC	19
2007	August	Impr	269
2007	August	Plum	27
2007	August	Roof	74
2007	August	Sign	7

482

2007	July	Bldg	15
2007	July	Dump	16
2007	July	Elec	30
2007	July	Fence	32
2007	July	Gar	20
2007	July	HVAC	14
2007	July	Impr	306
2007	July	Plum	23
2007	July	POD	1
2007	July	Roof	55
2007	July	Sign	6

518

2007	June	Bldg	22
2007	June	Dump	7
2007	June	Elec	38
2007	June	Fence	36
2007	June	Gar	5
2007	June	HVAC	22
2007	June	Impr	335
2007	June	Plum	33
2007	June	Roof	66
2007	June	Sign	6

570

2007	May	Bldg	17
2007	May	Dump	12
2007	May	Elec	30
2007	May	Fence	40
2007	May	Gar	18
2007	May	HVAC	17
2007	May	Impr	363
2007	May	Plum	29
2007	May	Roof	82
2007	May	Sign	2

610

2007	April	Bldg	14
2007	April	Dump	14
2007	April	Elec	41
2007	April	Fence	41
2007	April	Gar	6
2007	April	HVAC	6
2007	April	Impr	299
2007	April	Plum	33
2007	April	Roof	71
2007	April	Sign	6

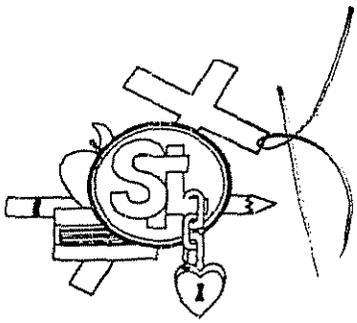
531

2007	March	Bldg	23
2007	March	Dump	6
2007	March	Elec	31
2007	March	Fence	17
2007	March	Gar	9
2007	March	HVAC	9
2007	March	Impr	187
2007	March	Plum	28
2007	March	Roof	42
2007	March	Sign	5

357

Permit Detail

Total Permits Issued **5296**



St. Leonard Parish School
3322 South Clarence Berwyn, IL 60402
(708) 749-3666

March 20, 2008

Mayor Michael O'Connor
6700 26th St.
Berwyn, IL 60402

Re: Closing Clarence Ave

Dear Mr. Mayor:

We are requesting that you and the city council allow St. Leonard School to close Clarence Ave. between 33rd St. and 34th St. on May 30th 2008 between 9:00am and 2:00pm for the safety of our students, so they can participate in the all school picnic that we are planning on the school campus.

We will try to make this as unobtrusive to our neighbors as possible. We appreciate all the help you and the city council can give us in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Jose U. Munoz". The signature is stylized and includes a horizontal line extending to the right.

Jose U. Munoz
St Leonard Parent Association

Cc. Mr. Larry White, Principal
Father Thomas McQuaid, Pastor