

# **City of Berwyn**

## **City Council Meeting**

**May 13, 2008**

# BERWYN CITY COUNCIL MEETING

MAY 13, 2008

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

MICHAEL A. O'CONNOR  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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## AGENDA

### ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. REG MTG-4/22/08-COW 4/22/08-4/28/08
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-RESOL-FOR SUPPORT OF APP TO THE IL TRANSPORTATION ENCHANCEMENT PROGRAM FOR A JT STREETScape IMPROVEMENT ALONG ROOSEVELT RD
  - 2. FOR SUPPORT OF APP TO THE IL TRANSPORTATION ENCHANCEMENT PROGRAM FOR A DEPOT DIST MULTI-MODAL SIGNAGE IMPROVEMENT
  - 3. BDC-ARTSPACE PREFEASIBILITY STUDY-TIF ELIGIBILITY
  - 4. BDC-TIF APP-DEECE AUTO-6545 W. STANLEY AVE
  - 5. BDC-TIF APP-DR. GRUD, DDS, MS-7024-26 CERMAK RD.
  - 6. BDC-REQ LOAN APPROVAL-R&B AUTO-6606 W. OGDEN AVE
  - 7. BDC-C. C. AGENDA-6537 ROOSEVELT RD AMENDED REDEVELOPMENT AGREEMNT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. RESOL-TEACHER APPRECIATION WEEK
  - 2. SEARS HOME
  - 3. INVENTORY OF CITY-OWNED PROPERTY-1535 CLARENCE
  - 4. CIGARETTE BUTTS LITTER AMENDMENT
  - 5. CHANGE IN BASEMENT KITCHEN RESTRICTION
  - 6. CHANGE ORDER FOR 16<sup>TH</sup> ST. FIREHOUSE
  - 7. "THINK GREEN" CAMPAIGN
  - 8. IXTAPA RESTAURANT REQ C-3.2 LIQ LIC.-ADJ # OF AVAILABLE C-1 LIC
  - 9. APPOINTMENTS TO THE ZONING BD OF APPEALS
  - 10. AMEND ORD 242.03-DIR OF COMMUNITY OUTREACH
  - 11. AMEND ORD 243.03-ASSISTANT FIRE CHIEF
  - 12. AMEND ORD 243.03-DIR OF HUMAN RESOURCES
  - 13. AMEND ORD 242.03-DIR OF COMMUNITY DEVELOPMENT
  - 14. AMEND ORD 243.03-GRANTS ADMINISTRATOR/COMM DEVELOPMENT
  - 15. AMEND ORD 243.03-FINANCE DIR-ELIMATE DIR OF FINANCE & H.R.

16. AMEND ORD 243.03-ELIMINATE CERTAIN APPT OFFICERS
17. MAYORAL APPOINTMENTS
18. APPT-ADMINISTRATIVE ASSISTANT-K. LWANGA
19. APPT-ASSOCIATE CITY ATTNY-A. BERTUCA
20. APPT-BUILDING DIR-D. LEBEAU
21. APPT-FIRE DEPT CHAPLAIN-REV.K. LASKE
22. APPT-POLICE DEPT CHAPLAIN-FR.J. CLAVEY
23. APPT-CITY ATTORNEY-ODELSON & STERK
24. APPT-CITY COLLECTOR-D. SUCHY
25. APPT-CITY PROSECUTOR-E. MALONEY
26. APPT-COMM RELATIONS COMM DIR-T. SHONDER
27. APPT-DIR OF COMUTER OPERATIONS-J. FRANK
28. APPT-DIR OF NEIGHBORHD AFFAIRS-M. JARNAGAN
29. APPT DIR OF PW-P. RYAN
30. APPT DEP. FIRE CHIEF-M. FARNSWORTH
31. APPT DEP. FIRE CHIEF-P. GARDNER
32. APPT-DEP. FIRE CHIEF-R. SWADE
33. APPT. DEP. FIRE CHIEF-J. ZAHROBSKY
34. APPT. FIRE CHIEF-D. O'HALLORAN
35. APPT. POLICE CHIEF-W. KUSHNER
36. APPT. REC DIR-A. MARTINUCCI
37. APPT. DIR OF H.R.-P. SEGEL
38. APPT. ASSISTANT FIRE CHIEF-F. SIMEK
39. APPT.-DIR OF COMMUNITY OUTREACH-J. HAJER
40. APPT.-DIR OF COMMUNITY DEVELOPMENT-B. DWAN
41. APPT-GRANT ADMINSTRATOR/COMMUNITY DEV-D. RINEHART

(G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK

1. APPROVE CLOSED COW MINUTES-3/20, 3/25, 4/8, 4/14/08

(H) COMMUNICATIONS FROM ( ZONING) BOARD OF APPEALS

1. RESOL/ORD-KOPICKI-6901 ROOSEVELT RD

(I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS

1. DEFER-SKRYD-CITIZENS POLICE & FIRE ACADEMY GRADUATES/ALUMNI/ NEIGHBORHOOD WATCH BLOCK CAPTAINS
2. CHAPMAN-35<sup>TH</sup> STREET NO PARKING SIGNS
3. CHAPMAN-LIBRARY BOARD APPOINTMENTS
4. WEINER-DIAGONAL PARKING AT UKRANIAN BAPTIST CHURCH
5. WEINER-ALDERMANIC HEALTH INSURANCE
6. ERICKSON-INFORMATIONAL REGARDING COSTCO
7. ERICKSON-VEHICLE STICKER REVENUE
8. ERICKSON-BERWYN BANNER
9. B/Z/P COMM-REFERAL #34-4/22/08-ADVERTISE FOR NEW COMPLIANCE INSPECTOR
10. EDUCATION COM-INFORMATION SHARED BY SCHOOL DISTRICTS
11. PUB WKS COMM-RFP FOR SEASONAL PLANTING & MAINTENANCE
12. PUB WKS COMM-SEASONAL PLANTING BIDS
13. PUB WKS COMM-AWD-SIDEWLK,CURBS & GUTTER REPAIRS-GEM CONSTUCTION

(J) STAFF REPORTS

1. DEFER-PW DIR-APPROVE TO BID RIDGELAND AVE ALLEY INSTALLATION
2. DEFER-LAW DEPT-SIGN ORDINANCE
3. DEFER-LAW DEPT-OAK PARK REGIONAL HOUSING CENTER-2008 CONTRACT
4. DEFER-H.R. DIR-PUBLIC WORKS UNION CONTRACT
5. DEFER-BERWYN HISTORIC PRES COM-REQ APPROVE OF CLGA APPLICATION
6. LAW DEPT-SIGN ORDINANCE
7. LAW DEPT-OAK PARK REGIONAL HOUSING CENTER
8. LAW DEPT- HISTORIC PRESERVATION COMM'N-APPROVE CLG APPLICATION
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12. LAW DEPT-ORD-AMEND 462.06-TIME PERIOD-PURCHASE VEHICLE STICKERS
13. LAW DEPT-16<sup>TH</sup> ST. CELL TOWER LEASE AGREEMENT
14. POLICE CHIEF-NEIGHBORHOOD WATCH VOLUNTEER ORDINANCE PROPOSAL
15. FIRE CHIEF-PARAMEDIC SERVICES OF ILLINOIS CONTRACT
16. PW DIR-ENGINEERING SERVICE PROPOSAL FOR STORAGE TANK REPAIR
17. PW DIR-PROPOSAL FOR SECURITY UPGRADES FOR PUMP STATIONS
18. PW DIR-LANDSCAPE AGREEMENT WITH ATT LIGHTSPEED
19. FINANCE DIR/FLEET MGR-DISPOSAL OF VEHICLES
20. FINANCE DIR-GENERAL LEDGER BIDS
21. DIR COMMUNITY RELATIONS-COMMUNITY RELATIONS ORD No. 620
22. CITY TRAFFIC ENGINEER-PARKING MANAGEMENT OPTIONS 32<sup>ND</sup> ST & HARLEM

(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 4/30/08-\$796,439.52
2. BUDGET CHAIRMAN-PAYABLES-5/13/08-\$2,649,637.61
3. ERICKSON-HANDICAP SIGN-J. RAMIREZ-1230 WESLEY-**DENY**
4. CLERK-HANDICAP SIGN-N. KUBAT-3703 CLARENCE-**APPROVE**
5. CLERK-BLOCK PARTY REQUEST-**DENY**
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10. BLOCK PARTY- 2300 EUCLID-6/14/08
11. BLOCK PARTY-1900 CLINTON-6/14/08
12. NBPD-FLEA MARKET-5/3/08-ORAL APPROVAL-4/22/08
13. BERWYN LIONS CLUB-SPRING CANDY DRIVE-5/2,3,4/08-ORAL APPROVAL 4/22/08
14. MACNEAL HOSP-OVERSIZED BUILDING BANNERS

ITEM SUBMITTED ON TIME 100

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THOMAS J. PAVLIK - CITY CLERK

# Sections A & B

A. Pledge of Allegiance-Moment of Silence

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

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# Section C

## **Presentation of Previous Meeting Minutes For Approval**

C-1

**MICHAEL A. O'CONNOR**  
**MAYOR**

**THOMAS J. PAVLIK**  
**CITY CLERK**

**MINUTES**  
**BERWYN CITY COUNCIL**  
**APRIL 22, 2008**

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:34 p.m. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Day, Phelan, Lovero. Absent: Erickson. Thereafter, Chapman made a motion, seconded by Phelan, to excuse Alderman Erickson. The motion carried.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the safety of our armed forces, police, fire, and paramedics.
3. The Open Forum portion of the meeting was announced. The Mayor recognized Jodi Mann, Telecommunicator for the Berwyn Police department who read a statement on behalf of the all personnel and requested wage increase with retro active pay as budgeted in the 2008 City budget, a copy of the statement was supplied to the Clerk for the record, the Mayor recognized Aimee Sordelli, a recent participant in the Citizens Fire academy, who praised the program, and thanked the Fire department for the opportunity and urged all to participate if possible, Alderman Ramos spoke on Earth Day activities held this weekend and report more than 75 students participated and thanked all, and reminded all of his Route 66 Bike Ride to be held on Saturday, April 26<sup>th</sup>, Alderman Chapman thanked all who participated in the Earth Day activities in the 1<sup>st</sup> Ward and stated that there were approximately 45 volunteers who cleaned up the Depot area, and also reported on the Depot District event "Bloom and Zoom" to be held Saturday, May 10<sup>th</sup>, Alderman Skryd thanked all the 4<sup>th</sup> Ward residents who participated in the Earth Day activities and also thanked the North Berwyn Park District for sponsoring and providing T-Shirts, Alderman Lovero thanked the volunteers who participated in the 7<sup>th</sup> Ward Earth Day clean up along with the North Berwyn Park District for sponsoring, the Mayor thanked all the Aldermen and the North Berwyn Park District for participating in Earth Day and thanked all the members of the community who came out in support.
4. The minutes of the regular City Council and the Committee of the Whole held on April 8, 2008 were submitted. Thereafter, Lovero made a motion, seconded by Phelan, to concur and approve as submitted. The motion carried by a voice vote.

BERWYN CITY COUNCIL MEETING  
APRIL 22, 2008

5. The bid openings for the MFT Sidewalk, Curb and Gutter repairs were submitted. Lovero made a motion, seconded by Ramos, to allow the city attorney and all interested parties, to adjourn to the Conference room to open, tabulate and return same to the Council Chambers for reading. The motion carried by a voice vote.
6. The Berwyn Development Corporation submitted a communication to accept Novotny and Associates for Landscape Median Improvement Construction Management along Cermak Road. Thereafter, Lovero made a motion, seconded by Chapman, to concur and approve the request as submitted in an amount not to exceed \$70,400. The motion carried by a unanimous roll call vote with Erickson excused.
7. The Berwyn Development Corporation submitted a Resolution regarding the Route 66 Car Show to be held on Saturday, September 6, 2008. Thereafter, Chapman made a motion, seconded by Ramos, to concur and adopt the Resolution as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Erickson excused.
8. The Berwyn Development Corporation submitted a TIF application request from Tonini's Italian Market, 6950 Windsor Avenue. Day made a motion, seconded by Weiner, to defer the matter. The motion failed on the following roll call: Yeas: Weiner, Day. Nays: Chapman, Ramos, Skryd, Phelan, Lovero. Excused: Erickson. The Mayor then recognized Anthony Griffin of the BDC, who explained the request. Thereafter, Chapman made a motion, seconded by Lovero, to concur and approve for payment in an amount not to exceed \$100,000. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Phelan, Lovero. Nays: Weiner, Day. Excused: Erickson.
9. The Berwyn Development Corporation submitted a TIF application request from Brando's Inc, 6838 Windsor Avenue. The Mayor recognized Anthony Griffin of the BDC who explained the request. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$60,000. The motion carried by the following roll call: Yeas: Chapman, Ramos, Skryd, Phelan, Lovero. Nays: Weiner, Day. Excused: Erickson.
10. Chapman made a motion, seconded by Ramos, to suspend the rules and bring forth item J-2. The motion carried by a voice vote. J-2 is deferred communication from the public works director requesting the approval to bid out planting services. After discussion, Chapman made a motion,

seconded by Ramos, to concur and authorize the BDC to go to bid pending the BDC approval of the RFP in 3 weeks. The motion carried by a unanimous roll call vote with Erickson excused.

11. A deferred communication from the Mayor regarding the 16<sup>th</sup> Street Tower proposal. Thereafter, Lovero made a motion, seconded by Chapman, to concur and approve the Associate City Attorney to negotiate as discussed in the closed Committee of the Whole. The motion carried by a unanimous roll call vote with Erickson excused.
12. A deferred communication from the Mayor regarding the appointment to the Fire Pension Board. After discussion, Weiner made a motion, seconded by Day, to concur and approve the appointment of Mayor Michael A. O'Connor to the Fire Pension Board. The motion carried by the following roll call: Yeas: Chapman, Weiner, Skryd, Day, Lovero. Nays: Ramos, Phelan. Excused: Erickson.
13. The Mayor submitted a Resolution entitled: "A Resolution Approving Participating in the Illinois Housing Development Authority First Time Home Buyer Single Family Program". Thereafter, Lovero made a motion, seconded by Chapman, to concur and adopt the Resolution as amended. The motion carried by a unanimous roll call vote with Erickson excused.
14. The Mayor submitted a communication regarding the Depot TIF District amendments and announced a public meeting to be held for May 12, 2008 at 6:00 p.m. in the City Council Chambers regarding the matter. Thereafter, Chapman made a motion, seconded by Skryd, to concur and accept the matter as informational. The motion carried by a voice vote.
15. The Mayor submitted a communication regarding parking issues for the World's Largest Laundromat, 6246 West Cermak Road. Thereafter, Chapman made a motion, seconded by Ramos, to refer the matter to the Committee of the Whole and the Traffic Engineer. The motion carried by a voice vote.
16. The Mayor submitted a communication regarding the Department Quarterly reports. Thereafter, the Mayor submitted reports under a separate cover and requested same to be posted on the website full packet. Thereafter, Chapman made a motion, seconded by Skryd, to concur and accept the matter as informational. The motion carried by a voice vote.
17. Alderman Skryd submitted a communication regarding the Citizens Police and Fire Academy Graduates/Alumni/Neighborhood Watch Block Captains.

Thereafter, Skryd made a motion, seconded by Chapman, to defer the matter for 3 weeks. The motion carried by a voice vote.

18. Alderman Skryd submitted a proposed Litter ordinance. Thereafter, Skryd made a motion, seconded by Chapman, to refer the matter to the Committee of the Whole. The motion carried by a voice vote.
19. The Public Works director submitted a communication requesting the approval to bid out holiday decorations. Alderman Chapman stated that the Public Works committee did not receive any information regarding. Thereafter, Chapman made a motion, seconded by Skryd, to refer the matter to the Public Works committee. The motion carried by a voice vote.
20. The Public Works director submitted a communication requesting the waiver of bidding and approval of Sewer Lining on Pershing Road. Thereafter, Weiner made a motion, seconded by Skryd, to concur and approve as submitted for a cost not to exceed \$14,112. The motion carried by a unanimous roll call vote with Erickson excused.
21. The Public Works director submitted a communication requesting the approval to bid Ridgeland Avenue Alley installation. After discussion, Skryd made a motion, seconded by Chapman, to defer for 3 weeks. The motion carried by a voice vote.
22. The Public Works director submitted a communication regarding the award of MFT Sewer Televising contract to Visu-Sewer of Illinois for an amount not to exceed \$16,905. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote with Erickson excused.
23. The Public Works director submitted a communication regarding the award of MFT Tree Trimming contract to Landscape Concepts Management for the amount not to exceed \$115,816. Thereafter, Chapman made a motion, seconded by Ramos, to concur and approve as submitted. The motion carried by a unanimous roll call vote with Erickson excused.
24. The Law Department submitted an ordinance entitled:

**AN ORDINANCE AMENDING SECTION 484.03 OF THE BERWYN CODE TO ESTABLISH A BUSINESS RESERVE PARKING PERMIT AND FEE, WITHIN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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

25. The Law department submitted (5) separate ordinances with different Pin numbers entitled:

**AN ORDINANCE AUTHORIZING AND APPROVING A PLAT OF DEDICATION OF A CERTAIN PORTION OF PROPERTY FOR THE CREATION OF A NORTH-SOUTH PUBLIC ALLEY IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

**(Pin No. 16-30-414-026)** Skryd made a motion, seconded by Lovero, to concur and **adopt** and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Erickson excused.

**(Pin No. 16-30-141-027)** Skryd made a motion, seconded by Chapman, to concur and **adopt** and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Erickson excused.

**(Pin No. 16-30-414-029)** Skryd made a motion, seconded by Chapman, to concur and **adopt** and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Erickson excused.

**(Pin No. 16-30-414-028)** Skryd made a motion, seconded by Chapman, to concur and **adopt** and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Erickson excused.

**(Pin No. 16-30-414-030)** Skryd made a motion, seconded by Lovero, to concur and **adopt** and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote with Erickson excused.

26. The Law department submitted an ordinance entitled:

**AN ORDINANCE AMENDING THE TRAFFIC CODE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS ESTABLISHING LIMITED PARKING RESTRICTIONS ON HARVEY AVENUE.**

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

27. The Law department submitted an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO ACCESS AGREEMENT WITH NORTH BERWYN PARK DISTRICT**

Lovero made a motion, seconded by Chapman, to excuse Alderman Phelan from the vote. The motion carried by a voice vote. Thereafter, Lovero made a motion, seconded by Chapman, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by the following roll: Yeas: Chapman, Ramos, Weiner, Skryd, Day, Lovero. Nays: none. Excused: Phelan, Erickson.

28. The Law department submitted a draft Sign ordinance. Thereafter, Skryd made a motion to concur and adopt. After discussion, the motion was withdrawn. Thereafter, Skryd made a motion, seconded by Day, to defer and refer to the Law department of Odelson & Sterk. The motion carried by a voice vote.
29. The Law department submitted an ordinance regarding the Oak Park Regional Housing Center, 2008 contract. After discussion, Weiner made a motion, seconded by Ramos, to defer and refer to the Committee of the Whole. The motion carried by a voice vote.
30. The Human Resource director submitted a communication regarding the Public Works Union contract. Chapman made a motion, seconded by Ramos, to defer the matter for 3 weeks. The motion carried by a voice vote.
31. The City Traffic Engineer submitted a communication regarding diagonal parking at 32<sup>nd</sup> Street and Harlem Avenue. After discussion, Weiner made a motion, seconded by Lovero, to concur and to move forward subject to payment and IDOT approval. The motion carried by a unanimous roll call vote with Erickson excused.
32. The Fire Chief submitted a communication regarding the purchase of a New Fire Engine. After discussion, Lovero made a motion, seconded by Chapman, to concur and approve for payment. The motion carried by a unanimous roll call vote with Erickson excused.
33. The City Collector submitted a communication regarding Chapter 462.05, License Fees requesting a \$5.00 increase for all City of Berwyn Vehicle

stickers. After discussion, Skryd made a motion, seconded by Day, to concur. The motion was defeated by the following roll call: Yeas: Weiner, Skryd, Day. Nays: Chapman, Ramos, Phelan, Lovero.

34. The director of Neighborhood Affairs submitted a communication regarding the advertisement for a new Compliance inspector. Thereafter, Chapman made a motion, seconded by Day, to refer the matter to the Building, Zoning, and Planning committee. The motion carried by a voice vote.
35. The Berwyn Historic Preservation Commission submitted a communication submitted a request approval of Certified Local Government application. After discussion, Chapman made a motion, seconded by Skryd, to defer and refer to the Committee of the Whole and the Law department. The motion carried by a voice vote.
36. The bids for MFT Sidewalk, Curb and Gutter repairs were returned for reading. Bids were received from Strada Construction for \$141,875, Schroeder & Schroeder for \$171,050, Kings Point General Cement for \$206,225, Gem Construction for \$107,302.50. Thereafter, Chapman made a motion, seconded by Lovero, to refer the matter to the Public Works, Public Works committee and to Novotny and Associates.
37. Consent agenda, K-1 through K-6 were submitted  
K-1-Budget Chairman submitted the payroll for April 16, 2008 in the amount of \$894,254.98.  
K-2-The Budget Chairman submitted the payables for April 22, 2008 in amount of \$\$723,554.64  
K-3-The Clerk submitted a request for a handicap sign for M. Todorff, 3817 S. Wisconsin, with the recommendation to **approve**.  
K-4-Alderman Lovero submitted a request for a handicap sign for C. Swain, 1905 Wenonah with the recommendation to **approve**  
K-5-Block party for the 6900 block of 34<sup>th</sup> St. on May 10, 2008  
K-6-The Combined Veterans, ceremony schedule for 2008  
Oral submission-NBPD-Flea Market on Saturday, May 3, 2008  
Berwyn Lions Club, Annual Candy Drive on May 2, 3, & 4<sup>th</sup> , 2008

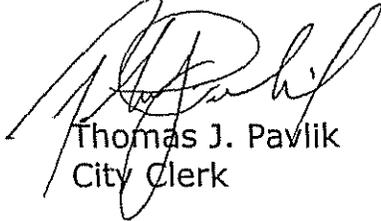
Ramos made a motion, seconded by Skryd, to concur and approve by Omnibus Vote Designation. The motion carried by a voice vote.

38. The Mayor called for a Committee of the Whole on Monday, April 28, 2008, at 7:00 p.m. for referrals and portion closed to interview for Finance director and a Committee of the Whole for Tuesday, May 13, 2008 at 6:00 p.m. for referrals.

BERWYN CITY COUNCIL MEETING  
APRIL 22, 2008

39. Alderman Skryd called for an Administration meeting for Monday, April 28, 2008 at 5:00 p.m. for referrals.
40. Alderman Phelan called a Public Works committee meeting for Friday, April 25, 2008 at 9:01 a.m. for referrals
41. Alderman Chapman called a Building, Zoning, and Planning committee for Wednesday, April 30, 2008 at 6:00 p.m. for referrals
42. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Skryd, to adjourn, at the hour of 10:05 p.m. The motion carried by a unanimous voice vote.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

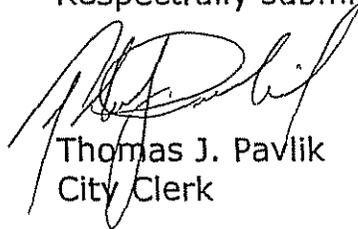
**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**APRIL 22, 2008**

1. The Committee of the Whole was called to order at 6:10 p.m. by Mayor Michael O'Connor. Upon the call of the roll, the following responded present: Chapman, Ramos, Weiner, Skryd, Day, Lovero. Absent: Phelan, Erickson.
2. Item F-3 on the Council agenda-Volume Capitalization- The Mayor recognized Robert Dwan, CDBG director, who explained the Resolution that needed to be passed by May 1, 2008. Dwan referred to Chris Donovan of the CDBG who explained the program for 1<sup>st</sup> time home buyers and loan and help mortgage. Alderman Lovero then stated that this is the third year that the city has been participating in the program.
3. Berwyn-Cicero Council on Aging Grant presentation-The Mayor recognized a represented from BCCOA of Millennium Consultants who gave a presentation regarding immigration integration, and the goal was to improve the immigration integration, and that the Berwyn Cicero Council on Aging would be doing a needs assessment and environmental scan and will have an open meeting on April 29<sup>th</sup> and May 8, 2008 and invited all to attend and comment.
4. The Mayor requested a motion to go into close for pending litigation, land acquisition, and personnel. Thereafter, Skryd made a motion, seconded by Chapman, to close the Committee of the Whole at 6:35 p.m. The motion carried by a voice vote.
5. The open portion of the Committee of the Whole resumed at 7:50 p.m. Now present: Alderman Phelan.
6. The Mayor recognized Carl Reina, Chairman of the Centennial Celebration committee who spoke regarding the Centennial plans and supplied a budget summary, see attached. Mr. Reina also requested all city officials to attend the parade and to participate in all the Centennial celebration events planned.
7. Additional items not included on the Council agenda-The Mayor submitted a communication from the North Berwyn Park District regarding "Think Green" in conjunction with Waste Management. The Mayor then asked for consensus to move forward and approve at the next City Council, aldermen 6-0 in favor with Phelan abstaining, and Erickson absent.

COMMITTEE OF THE WHOLE  
APRIL 22, 2008

8. The Clerk submitted a late submission for Lion's Candy Drive for the weekend of May 2<sup>nd</sup> through May 4<sup>th</sup> . Clerk Pavlik stated that the Lions Club did not submitted until the Council agenda went out on Friday, April 18<sup>th</sup> and all necessary paper work and insurance forms have been properly filed with the Clerk's office. The Mayor asked for a consensus to approve with the aldermen, 7-0 in favor with Erickson absent.
9. The Mayor submitted a request from the North Berwyn Park Distinct to hold their Annual Flea Market on May 3<sup>rd</sup> . The Mayor asked for consensus to approve and place on next City Council agenda, with the aldermen 6-0 with Phelan abstaining and Erickson absent.
10. Depot District Train Station agreement-Chapman questioned the BDC on a new contract regarding the new Depot Garage and the number of spaces being swapped out, space for space, Bruen of Odelson & Sterk stated no and referred to negotiations with Tom Martirano and the old BDC director, Betty Wojcek, regarding the 300 spaces being tied into the IDOT Grant. Sara Bratcher of the BDC is trying to clarify the matter. Alderman Chapman suggested talking to Kathy Orr, who was the attorney at that time and was handling for the city in 2004.
11. Alderman Skryd requested the Mayor to place Artspace on the next Committee of the Whole agenda for discussion.
12. There being no further business to come before the meeting, same was, after a motion by Ramos, seconded by Chapman, to adjourn at the hour of 8:25 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

MINUTES  
COMMITTEE OF THE WHOLE  
APRIL 28, 2008

1. The Committee of the Whole was called to order by Mayor O'Connor at 7:01 p.m. Upon the call of the roll, the following responded present: Chapman, Weiner, Skryd, Day, Phelan, Lovero. Absent: Ramos, Erickson.
2. Alderman Tom Day's proposal for a Centennial celebration parade- Alderman Day reported having 43 flags from countries around the world and having a float from the aldermen of the City of Berwyn with 43 students carrying those flags in the parade, followed by a luncheon on Flag Day, June 14<sup>th</sup> where each student would give a short speech regarding the country's origin of the flag they carried in the parade. Alderman Chapman, Lovero, and Skryd are reportedly coordinating with the local schools and they are now opening it up to other aldermen who wish to participate. Alderman Chapman is coordinating with Centennial Chairman, Carl Reina.
3. Chapman made a motion, seconded by Day, to close the Committee of the Whole at 7:07 p.m. for personnel, interviews for Finance Director position, negotiations, and closed Committee of the Whole minutes. The motion carried by a voice vote.
4. The open portion of the Committee of the Whole resumed at 8:15 p.m. Alderman Day was excused from the meeting.
5. Draft Smoking ordinance-The Mayor referred to Rich Bruen of Odelson & Sterk who presented a draft ordinance. Discussion and questions ensued regarding enforcement, specifically who would be the chief enforcement agent. After discussion, the Mayor is seeking direction. Discussion ensued regarding the State Smoking Ban enforcement procedure along with the appeal procedure. Discussion appeared to be against supporting the local ordinance.
6. Metra Lease Agreement-Rich Bruen stated that the problem is now the swapping of parking spots as it applies to the West Suburban Mass Transit, \$557,000 Grant, stating Burlington Northern Santa Fe wants 758 spaces, between the new parking garage and the existing diagonal parking, and will not budge. Bruen stated that the leasing revenue should be maintained in a separate fund and used for premises maintenance and upkeep and also stating 86 spaces can remain for city's wishes, which include the 2 hour and metered parking. Bruen stated that we may have to give up the West Suburban Mass Transit Association grant of \$557,000 to be able to move

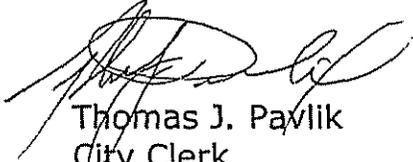
forward. Alderman Weiner suggested having Dave Miklos talk to the Suburban Mass Transit Board to see if the matter can be reconciled with the grant. Discussion on back tracking with Walker Construction regarding the original agreement as discussed with Metra and the City Officials back in 2004. Bruen reported on Walker Construction's unwillingness to cooperate without reengaging the consulting contract for \$14,000.

7. Artspace-The Mayor referred the matter to Alderman Skryd who explained the Artspace proposal and stated that Artspace will come in and do a 2 day presentation and study at a cost of \$10,000 and will take any vacant space and demonstrate how it may be used for the Artspace project, stating that a \$2,500 grant is available for facilitating the presentation with a net cost of \$7,500, questions and discussion on keeping it within a TIF District or finding out if the project is TIF eligible. Alderman Skryd will looking into and report back to Council.
8. March Revenue and Expenditure report-The Mayor questioned if the aldermen have seen the report and stated that if we don't start cutting the budget, the city's finances will soon be in trouble. Skryd suggested eliminating one of the two public works supervisors. Alderman Chapman questioned why the reports are for the quarter and not for the whole year with a year ending total, or a year to date total. The Mayor explained that this was to adjust for a seasonal flow of income and expenditures and is a better working document for the city's finances. Chapman questioned the debt restructure and the fact that we were supposed to have 3.9 million in reserves for the General Budget. The Mayor explained that the 3.9 million was just to get the budget even. Phelan suggested eliminating the Community Relations department. The Mayor suggested cutting \$500,000 from the budget and is seeking direction and referred to a memo from the former Finance director, Stephanie Walker regarding budget ideas, see attached. Skryd suggested looking into Drug Forfeiture Funds and how they may be used for purchasing more than police department equipment, i.e. 4 wheel drive, and ATV off the road vehicles and suggested granting writing to offset equipment and costs. The Mayor suggested that the aldermen take a serious look at cost cutting measures stating something needs to be done soon.

COMMITTEE OF THE WHOLE  
APRIL 28, 2008

9. There being no further business to come before the meeting, same was, after a motion by Phelan, seconded by Skryd, to adjourn the meeting at 9:45 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik  
City Clerk

# Section D

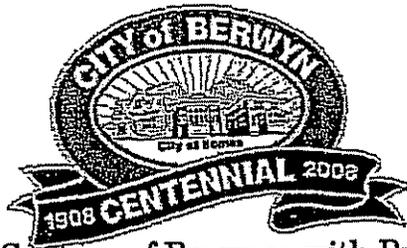
## Bid Openings – Tabulations

# Section E

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

The City of Berwyn

E-1



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

May 13, 2008

To: Mayor O'Connor and the Berwyn City Council Members

Re: Resolution for Support of Application to the Illinois Transportation Enhancement Program for a Joint Streetscape Improvement along Roosevelt Road

Resolution Number: \_\_\_\_\_

**WHEREAS**, the City of Berwyn in partnership with the Village of Oak Park and the Town of Cicero have submitted an application for funding consideration for the Illinois Transportation Enhancement Program (ITEP); and

**WHEREAS**, the Mayor and City Council of the City of Berwyn, Illinois further agree that in the event the City of Berwyn, Illinois application is recommended for funding by the Department of Transportation, the City of Berwyn, Illinois, certifies and assures that it has the ability and intention to finance it's share (8.4 percent) of the estimated project cost; and

**WHEREAS**, should the City of Berwyn, Illinois ITEP application be selected for funding, the City of Berwyn, Illinois, will complete the Roosevelt Road Streetscape project for which the funding will be awarded; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Mayor and City Council of the City of Berwyn, Illinois, do hereby agree to fund the ITEP match at 8.4% of total project cost and execute the funded project should the City be selected for funding.

**PRESENTED and ADOPTED** the \_\_\_\_ day of \_\_\_\_\_

Michael O'Connor

Name of Authorized Official

Signature

Mayor

Title

Date

Tom Paylik

Attest

Signature

City Clerk

Title

Date

The City of Berwyn

E-2



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

May 13, 2008

To: Mayor O'Connor and the Berwyn City Council Members

Re: Resolution for Support of application to the Illinois Transportation Enhancement Program for the Depot District Multi-Modal Signage Improvement

Resolution Number: \_\_\_\_\_

**WHEREAS**, at the direction of the City, the Berwyn Development Corporation submitted an application for funding consideration for the Illinois Transportation Enhancement Program (ITEP) on behalf of the City of Berwyn; and

**WHEREAS**, the Mayor and City Council of the City of Berwyn, Illinois agree that in the event the City of Berwyn, Illinois application is recommended for funding by the Department of Transportation, the City of Berwyn, Illinois, certifies and assures that it has the ability and intention to finance it's share twenty (20) percent of the total project cost; and

**WHEREAS**, should the City of Berwyn, Illinois ITEP application be selected for funding, the City of Berwyn, Illinois, will complete the multi-modal signage project for which the funding will be awarded; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Mayor and City Council of the City of Berwyn, Illinois, do hereby agree to fund the ITEP match at 20% of total project cost and execute the funded project should the City be selected for funding.

**PRESENTED** and **ADOPTED** the \_\_\_\_ day of \_\_\_\_\_

Michael O'Connor  
Name of Authorized Official

\_\_\_\_\_  
Signature

Mayor  
Title

\_\_\_\_\_  
Date

Tom Pavlik  
Attest

\_\_\_\_\_  
Signature

City Clerk  
Title

\_\_\_\_\_  
Date



E-3

Berwyn development  
CORPORATION

May 13, 2008

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

Re: Artspace Prefeasibility Study – TIF Eligibility

The Berwyn Development Corporation was asked to review the aforementioned program for eligibility of TIF funding.

After reviewing the program and project, it was determined that the expenses are TIF eligible, as they fall into professional services of market research. Because the study will complete a city-wide assessment, it is the recommendation of the BDC to have each TIF District pay 25% of the City's obligation for the project (\$1,875 per district) and the \$2,500 grant from The National Endowment for the Arts to cover the expense of areas outside of the TIF boundaries.

**Program Details**

The purpose of the visit is to assist the City of Berwyn in understanding the potential to create a successful, self-sustaining artists live/work project in Berwyn. It is also to understand the key elements that determine prefeasibility (site selection, project concept, market need, funding and sustainability, local leadership) as they relate to the project; to inform the project vision; to educate and involve key stakeholders in order to build support for the project; and to understand the next steps necessary to move the project forward. Following the two-day site visit comprised of various meetings; findings will be summarized and recommendations of next steps will be given to the City of Berwyn through a written executive summary report.

Attached is the proposed Letter of Agreement from Artspace for City Council consideration.

Respectfully submitted,

Anthony Griffin,  
Executive Director

# Letter of Agreement

---

## Prefeasibility Visit

Artspace Projects, Inc.  
And  
The City of Berwyn, IL

At the request Alderman Michelle Skryd, and the city of Berwyn ("City") Artspace Projects, Inc. ("Artspace") prepared this letter of agreement for its Prefeasibility Visit (the "Visit") to Berwyn, IL.

Artspace is a national, nonprofit organization dedicated to creating space for the arts. The purpose of the Visit is to help the City understand the potential to create a successful, self-sustaining artist live/work project (Project) in Berwyn and to understand the key elements that determine prefeasibility (site selection, project concept, market need, funding and sustainability, local leadership) as they relate to the Project; to inform the Project vision; to educate and involve key stakeholders in order to build support for the Project; and to understand the next steps necessary to move the Project forward.

The purpose of this agreement between Artspace and the City is to describe the scope of work, establish the terms of the agreement, and identify a fee structure.

The term of this agreement is through the preparation and completion of a site visit and delivery of the written summary report. The findings of the Visit and recommended next steps will be summarized in a written executive summary report.

### **Artspace Projects Agrees to:**

- Assign Artspace Projects' staff to conduct the 2-day preliminary evaluation.
- Work with Michelle Skryd (or assignee) and the City to set dates and determine and refine the agenda for the 2-days and to identify key participants.
- Examine any available documents for potential site(s), e.g.: area map(s), blue prints, and aerial photographs.
- Review existing market, redevelopment, city planning and/or other appropriate existing studies
- Tour potential project site(s) for new construction or building rehabilitation. This would include an overall general tour of the community, existing arts districts or facilities, and

- the area being specifically considered for this development. Walk the top site(s) and building(s) with invited professionals such as: city planning officials, building owners/superintendents, an architect if a member of the stakeholder team (board member, city staff, community advisory position), historic preservation representative (if applicable) and/or other key stakeholders from the core leadership team.
- Meet with key city, county and/or state leadership. This meeting would include a presentation with case studies and an open discussion intended to answer questions, educate about arts development and civic involvement, and understand the vision and/or concerns of elected officials.
  - Meet with potential local/state public and private funders and economic development officials, to discuss affordable arts facility development, available funding sources and tools, and gauge support for the project. This leadership group should include: state level affordable housing funding representative, local or state level historic preservation representative (if applicable) city/county redevelopment and housing representatives, leaders in the philanthropic community, private banking, and arts/cultural funding communities.
  - Meet with a diverse cross section of artists and representatives of arts organizations. Artist representatives should include emerging and established artists, artists of various disciplines (performance, visual, literary etc), and artists who own homes as well as those who may be renting (if possible). Organization may include local university leadership familiar with the need of their alumni or for their partnership interest.
  - Host a community forum to discuss arts development around the country and the community and economic development impact as it may relate to the proposed project.
  - Meet with the key stakeholder/core group to discuss the project model/vision, answer questions and discuss initial impressions from the visit.
  - Perform other related tasks as relevant and agreed to by the City and Artspace.
  - Summarize findings and recommended next step in a written executive summary report.

#### **The City of Berwyn Agrees to:**

- Provide any relevant documents for Artspace Projects' review
- Arrange for site/building and area tour(s)
- Identify, contact and invite participants to the building tour, focus groups and public forum. Broad notice should be made about the public meeting to encourage artists, community members, stakeholders and all to attend
- Coordinate logistics for the meetings to include: securing space and any necessary equipment/set-up (seating, power source, table for computer/projector and screen.)
- Pay Artspace Projects a total fee of \$7,500.00 which includes all expenses. A \$3,000.00 deposit is due and payable upon execution of this agreement and the balance of \$4,500.00 is due upon delivery of the draft report. \$1,500 is non-refundable in the event of a cancellation requested by the City. Both parties acknowledge that this fee is less than Artspace's total customary fee. The National Endowment for the Arts (NEA) has provided a grant that will offset \$2,500 of the total customary fee of \$10,000. In recognition of this partnership with the NEA, The City agrees to acknowledge in public

notices, publicity and other applicable materials that the consulting visit by Artspace is made possible in part by the generous support of the National Endowment for the Arts.

- Pay additionally to Artspace any costs incurred by Artspace to re-arrange or cancel travel itineraries as requested by the City or necessitated by changes initiated by same.
- All written or other materials provided by Artspace remain the property of, and may not be reproduced for purposes of sale or other benefit beyond the intended use under this contract, without the prior written approval of Artspace.
- **Upon execution by both parties of this agreement and receipt by Artspace of the deposit, Artspace will make travel arrangements to coincide with visit date agreed to by both parties. Should the deposit not be received by Artspace Projects (30) days prior to an agreed upon date for the visit, this contract shall be cancelled and Artspace Projects will be under no obligation to complete its services.**

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown of the first page of this Agreement.

AGREED TO:

Artspace Projects, Inc.

\_\_\_\_\_  
Wendy Holmes  
Vice President

\_\_\_\_\_  
Date

City of Berwyn

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

**Contact Information**

Artspace Projects, Inc.  
Teri Deaver  
Director, Consulting and New Projects  
250 Third Ave. North  
Suite 500  
Minneapolis MN 55401  
(612) 465-0222

The City of Berwyn  
Michelle Skryd  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*EMH*  
May 13, 2008

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

**Re: TIF application – Deece Automotive, 6545 W Stanley Ave.**

Dear Mayor and City Council,

The Berwyn Development Corporation's (BDC) Board of Directors and the Depot/Ogden Avenue TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Mr. Brian Campolattara's project costs.

TIF assistance will be applied to paving for his existing auto-body business with costs estimated at \$31,270.00. The TIF scope of work includes excavating, stoning and paving, and striping.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$12,000. As part of our review process, BDC staff will validate work performed and eligibility prior to any payments. The applicant will be required to place their share of funds in escrow to be used as first payment prior to TIF draws. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining City permits.

With the consent of City Council, Mr. Brian Campolattara, the owner of Deece Automotive, can commence work on his project and contribute to the revitalization efforts taking place in the Depot District.

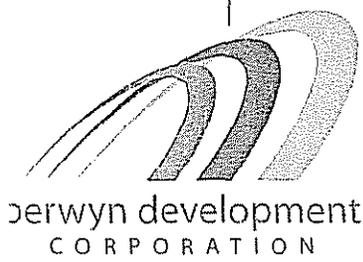
Respectfully,

A handwritten signature in black ink, appearing to read 'Anthony Griffin', is written over the typed name.

Anthony Griffin  
Executive Director  
Berwyn Development Corporation

E-5

May 13, 2008



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

**Re: TIF application – Dr. Grud, DDS, MS, 7024-26 Cermak Road**

Dear Mayor and City Council,

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

TIF assistance will be applied to exterior façade and interior construction renovations for his new orthodontic office with costs estimated at \$265,768. The TIF scope of work includes new façade, HVAC system, plumbing, electrical and interior build-out including wall framing, four bathrooms, new ceilings, flooring and finishing.

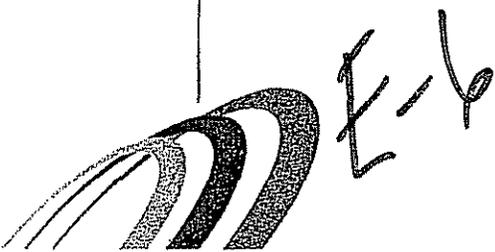
Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$135,000. As part of our review process, BDC staff will validate work performed and eligibility prior to any payments. The applicant will be required to place his share of funds in escrow to be used as first payment prior to TIF draws. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining City permits.

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

Respectfully,

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



berwyn development  
CORPORATION

May 13, 2008

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

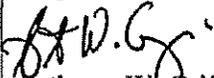
Re: Request for Loan approval – R&B Automotive, 6606 W. Ogden Avenue

Honorable Mayor & Council:

The Berwyn Development Corporation's (BDC) Board of Directors and Commercial Loan Committee have both unanimously agreed to recommend approval of the below specified monies for R&B Automotive located at 6606 W. Ogden Avenue. The loan request is for \$100,000 amortized over a twenty year period but balloons every five years at an interest rate of prime plus two percent to assist Mr. Jeff Dehlgren with the purchase of the aforementioned business. LaSalle Bank now known as Bank of America is writing the primary loan for the purchase; therefore, this loan would take a second position but is fully collateralized based upon the value of the business. The business has been in operation for more than 12 years and Mr. Dehlgren, a current employee, is now purchasing from the existing owner. It is our recommendation that this loan be funded from the City of Berwyn Line of Credit Commercial Loan Program.

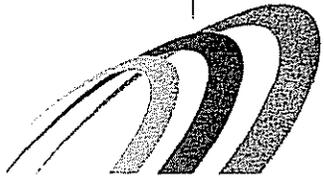
We would appreciate you consideration and approval of this loan, contingent upon execution of the required note, personal guarantee, and equipment lien to secure the debt.

Respectfully,



Anthony W. Griffin  
Executive Director

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



Berwyn development  
CORPORATION

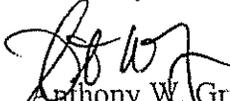
May 13, 2008

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

Re: City Council Agenda Item – 6537 Roosevelt Road Amended Redevelopment Agreement

Staff work on the amended redevelopment agreement for 6537 Roosevelt Road is completed; therefore, ready for City Council consideration.

Sincerely, -

  
Anthony W. Griffin  
Executive Director

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

# Section F

## Reports and Communications From The Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, IL 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

## **RESOLUTION** **TEACHER APPRECIATION WEEK**

- Whereas; Teachers work tirelessly to serve our children and communities with care and the utmost professionalism; and
- Whereas; Teachers are the primary influence in children's lives aside from their families; and
- Whereas; The future success of our children depends on the dedicated and conscientious instruction provided by teachers and other educators in the public school system; and
- Whereas; The instruction provided by teachers through public education serves as the foundation for a democratic society; and
- Whereas; The teaching profession collectively remains one of our noblest and most vital professions; and
- Whereas; Teachers plan a vital role in building the future of this country by educating one child at a time; and
- Whereas; Teachers nurture children and provide caring instruction that enables young people to become productive, responsible citizens; now
- Therefore; I, Mayor Michael A. O'Connor, and the Berwyn City Council declare May 4 to May 11, 2008, as Teacher Appreciation Week for North Berwyn School District 98 and South Berwyn School District 100 of the City of Berwyn.

Dated this 4th day of May, 2008.

  
Michael A. O'Connor, Mayor

\_\_\_\_\_  
Thomas J. Pavlik, City Clerk

F-2  
The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Sears home

Ladies and Gentlemen:

The attached comes from the Berwyn Historical Society. It is apparent there is a need for more communication between the Berwyn Park District and the Berwyn Historical Society.

I would like to ask the City Council to officially "stay" the demolition permit until a dialogue can be established between both parties. Your support will be appreciated.

Sincerely,

Michael O'Connor  
Mayor

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

From: The members of the Board of Directors for The Berwyn Historical Society

May 6, 2008

Dear Mr. Mayor and Ladies and Gentlemen of the City Council:

The Berwyn Historical Society has been making efforts to meet with the elected officials of the Berwyn Park District to discuss potential solutions to prevent the demolition of the home located at 6501 W. 27<sup>th</sup> Place, which we commonly refer to as "The Sears Home". BHS President Lori Thielen's efforts to speak with counterparts on the Berwyn Park District have been rebuffed. We feel that the Berwyn Park District is not acting in good faith with regard to their public duty to the citizens of Berwyn with regard to this issue.

The BHS has done a tremendous amount of work in the last few months to research costs, confer with consultants, and identify solutions which would, we believe, benefit the residents of the 27<sup>th</sup> Place block, the Berwyn Park District, and resolve the issue for BHS members and the City in general. Without the possibility of dialogue with the Berwyn Park District, we are unable to act effectively within the time frame dictated by the park board to prevent this home's demolition. This we believe is in violation of their public duty and the public trust.

We are asking you to direct the Berwyn Park District board members to meet with representatives of the Berwyn Historical Society immediately. We also invite you, our City leaders, to participate in the discussions with us in the hope that the interests of the citizens of Berwyn be adequately addressed. We will make representatives of the BHS available at any time of your choosing to assure that this meeting may take place.

Without such a dialogue, we fear that we must resort to any legal means at our disposal to compel the Berwyn Park District to act in good faith. We are currently in the process of seeking legal counsel. Unfortunately, we believe that if forced to this end, we will also be required to put our case not only before the courts, but also before the people of Berwyn. Such publicity can only cause delay and rancor.

There is no time for delay. We are aware of the notice of demolition published in the *Berwyn Life* newspaper on April 25, 2008. With the unpopular removal of the Spindle from Cermak Plaza, we are all well aware of how swiftly demolition can occur under the cover of darkness and out of the public eye.

Here is a copy of the letter we received from the Illinois Historic Preservation Agency dated March 21, 2008 advising that the Sears Home is historically significant and eligible to be considered for listing on the National Register of Historic Places. We believe that the determination of the State of Illinois is of sufficient import to bring to the attention of the elected officials on the Berwyn Park District

Board. Recently, we collected more than 200 signatures of Berwyn residents and local neighbors who would certainly find this of interest.

May we please have your help? The published notice of demolition combined with the seeming lack of good faith by the Berwyn Park Board, and their refusal to meet with us seems to us a signal that their decision to demolish this home is a virtual certainty. Help us to find a way to discuss amicable solutions to this matter. May we have your reply soon? We are poised to seek the legal options available to us. Help us to prevent legal delays, public outcry and disillusionment with our civic leaders.

Very truly yours,

The Board of Directors for The Berwyn Historical Society

Lori Thielen, Gail Lofgren, Rev. David Olson, Jacky Wawryzniak- Kveton, Kristine Dillon, Mary Motet, Doug Deuchler, Dr. Rebecca Houze, PhD., Margaret Paul, Doris Remp



Illinois Historic  
Preservation Agency

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • [www.illinois-history.gov](http://www.illinois-history.gov)

March 21, 2008

Lori Thielen, President  
Berwyn Historical Society  
P.O. Box 479  
Berwyn, IL 60402

Dear Ms. Thielen:

Our staff has reviewed the information provided regarding the structure at 6501 27<sup>th</sup> Place. It is our opinion that the house is eligible for listing on the National Register of Historic Places under Criterion "A" and "C".

If you have any questions pertaining to this opinion, do not hesitate to contact me at 217/785-5027.

Sincerely,

Deputy State Historic  
Preservation Officer

The City of Berwyn



Michael A. O'Connor  
Mayor

F-3

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

May 6, 2008

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

**Re:** Inventory of City-owned property at 1535 Clarence Avenue

Ladies and Gentlemen:

Dawn Rinehart has completed an inventory of personal items left in the home purchased by the City at 1535 Clarence Avenue. I have forwarded this inventory to the Finance Department for its review.

Sincerely,

Michael O'Connor  
Mayor

MAO/kl

*FW*  
The City of Berwyn



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Cigarette butts litter amendment

Ladies and Gentlemen:

The new smoking ban has cleared the air for those that do not smoke, but as a result we have a new litter problem.

I would like to require all license holders to provide "cigarette butt collectors" to be installed at the 15-foot distance from the establishment's door. I believe this requirement will help keep these areas cleaner.

Please send to the Law Department for the drafting of an ordinance amendment.

Sincerely,

Michael A. O'Connor  
Mayor

FS  
The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

May 9, 2008

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

**Re:** Change in basement kitchen restriction

Ladies and Gentlemen:

Our current ordinance restricts the use of a kitchen in the basement and we have had numerous residences that have been forced to remove a summer kitchen in the basement prior to sale.

I have attached a copy of the current ordinance with the hope that you agree with me that these kitchens should be allowed to remain if they were installed prior to the current owner or if the current owner received a permit to install a kitchen.

Please refer to the Law Department for the drafting of this change.

Sincerely,

Michael A. O'Connor  
Mayor

## 1240.04 summer kitchens

### (54) Family

A. "Family" means two or more individuals related by blood, marriage or law, or two or more nonrelated persons living together as a single housekeeping unit in a dwelling unit. "Family" does not include sororities, fraternities or other similar organizations

B. "Single housekeeping unit," as used in paragraph (54)A hereof, means occupants who commonly and equally share the use of an entire dwelling unit on a regular basis, and such dwelling unit shall not have more than one full or partial kitchen and not more than one full or partial bathroom in the basement and one full or partial bathroom on each story or half story above the basement, with an additional full or partial bathroom on one of the stories above the basement, as further regulated in Chapter 1278 of this Zoning Code

C. "Nonrelated persons," as used in paragraph (54)A hereof, means any group of individuals living together in a dwelling unit. Nonrelated persons shall be subject to the same conditions and restrictions set forth in paragraphs (54)A and B hereof and shall be considered as a family for purposes of this and any other applicable section of this Zoning Code

The City of Berwyn



Michael A. O'Connor  
Mayor

F-6

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

April 15, 2008

**To:** Members of the City Council  
**From:** Mayor Michael A. O'Connor  
**Re:** Change order for 16th Street Firehouse

Ladies and Gentlemen:

At our Committee of the Whole meeting on April 8, we discussed the necessity of approving a change order for construction of the firehouse on 16th Street. The recommendation was to approve the change order in the amount of \$87,300.

Sincerely,

Michael A. O'Connor  
Mayor



MINNESOTA  
ILLINOIS  
MICHIGAN  
COLORADO

April 2, 2008

Mayor Michael O'Connor  
City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, Illinois 60402-0701

ILLINOIS OFFICE  
110 N BROCKWAY STREET  
SUITE 220  
PALATINE, ILLINOIS 60067  
847.241.6100  
FAX 847.241.6105  
WWW.WOLDAE.COM  
ILLINOIS@WOLDAE.COM



Re: City of Berwyn – New 16<sup>th</sup> Street Fire Station  
Commission No. 073020

Dear Mayor O'Connor:

This letter is intended to provide a summary of events related to the proposed changed order in the amount of \$87,300.00 for work associated with providing a mechanical earth retention system along the east property line of the New Fire Station site that will allow for expeditious completion of the project and the reestablishment of emergency response operations on the north end of Berwyn in the most timely manner.

The City has a contract with American Demolition Corporation for demolition of the original fire station and partial excavation of the site, and a separate contract with Robert Yiu Construction for construction of the New Fire Station. Upon holding the initial coordination meeting between the two contractors, it came to the attention of the City's Administration and Wold Architects and Engineers that the type of earth retention (and the schedule for accomplishing the retention installation) that was included in American Demolition Corporation's bid did not match the anticipated conditions that Robert Yiu Construction assumed when assembling their bid.

Based on this discrepancy, Robert Yiu Construction has submitted a claim for additional costs amounting to a minimum of \$70,796.00, plus a delay of project completion of a minimum of 40 days to construct the New Fire Station basement in accordance with American Demolition Corporation's proposed retention plan. Furthermore, Robert Yiu Construction has cited concerns related to the feasibility and safety of the proposed retention.

In response to this claim, the City Administration and Wold Architects and Engineers requested a proposed scope increase from American Demolition Corporation to install a permanent, mechanical earth retention system that would allow Robert Yiu Construction to complete their work per their intended construction method. The proposed cost from American Demolition Corporation for this work included a cost of \$96,300.00 from their subcontractors Lake States Engineering for installation of the earth retention, plus a \$9,000.00 credit from American Demolition Corporation for the segmented, temporary shoring they included in their original bid, for a total cost change of \$87,300.00.

After analysis of these proposed cost and time changes, the City's Administration determined that providing a Change Order in the amount of \$87,300.00 to American Demolition Corporation to provide mechanical earth retention would allow the project to proceed with the least delay to the schedule, and would reestablish emergency response operations at the 16<sup>th</sup> Street location in the most timely manner.

We have included excerpts of American Demolition Corporation and Robert Yiu Construction's contract documents as an attachment for your review. As you will notice, in order to minimize the City's liability, specific detail dictating the contractors' means and methods for providing earth retention was intentionally not provided. Rather it was meant for the contractors to provide the level of coordination and design necessary to ensure OSHA compliance and safety for their construction personnel.

At this time, American Demolition has provided a design by Lake States Engineering for construction of a permanent, mechanical earth retention system. Robert Yiu Construction has reviewed and approved the proposed system, and materials have been ordered and are scheduled to be delivered to the site on Monday, March 31, 2008. Installation of the shoring and subsequent excavation will commence immediately.

We are continuing to work with the City's Administration to ensure that the project deadlines are met, and that the required coordination and cooperation of the City's separate Contractor's is provided. As always, we are available to answer any questions related to this issue or any other aspect of the project.

Sincerely,

WOLD ARCHITECTS AND ENGINEERS

A handwritten signature in black ink, appearing to read "Matt Bickel". The signature is stylized and cursive.

Matt Bickel  
Associate

Enclosure

cc: Chief Dennis O'Halloran, Berwyn Fire Department  
Anthony Bertuca, City of Berwyn  
Roger Schroepfer, Wold

Jm\CityofBerwyn\073020\April'08

**Excerpts from Robert Yiu Construction's contract documents:**

1. Section 01 11 00, paragraph 1.06:

*"B. Preceding Work: Owner has awarded or will award separate contract(s) for the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.*

1. *Demolition. A separate contract will be awarded for demolition of the existing fire station. Substantial completion of demolition project is scheduled for Wednesday, March 12, 2008.*
  - a. *Demolition Contractor will be responsible for excavation of lower level area to bottom of footing elevation, backfilling of portions of site at locations of sub-grade demolition, placement of excavated material on-site to bring balance of site to rough grad for construction of new building, and removal of excess material from excavation activities.*
  - b. *General Contract shall be responsible for excavation of balance of footing and foundations, removal and placement of materials as required for concrete footing and slabs, and removal of excess materials from General Contractor activities.*
  - c. *Demolition Contractor to be responsible for overdigging and earth retention of excavation for lower level as required for installation of footings and foundations by General Contractor."*

**Excerpts from American Demolition Construction's contract documents:**

1. Section 01 11 00, paragraph 1.04.A2:

*"a. Demolition and Excavation Contractor shall be responsible for excavation of lower level area of new fire station as shown on the drawings.*

- 1. Excavation to be completed to bottom of footing elevation over entire area of lower level by Demolition and Excavation Contractor. Excavation for elevator pit will be by Owner's separate General Contractor.*
- 2. Demolition and Excavation Contractor to coordinate with Owner's separate General Contractor and their subcontractors prior to bidding for extents of overdigging required for installation of footings and foundations. Demolition and Excavation Contractor to be responsible for any required earth retention (i.e. sheeting) required for excavation of lower level area. Back-fill of over dig will be the responsibility of the General Contractor. Coordinate with General Contractor whether earth retention is to be removed or abandoned in place."*

2. Section 01 11 00, paragraph 1.05.B:

*"B. Substantial Completion shall be on March 12, 2008.*

3. Section 01 11 00, paragraph 1.06:

*"C. Future Work: Owner will award separate contract(s) for the following additional work to be performed at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.*

*1. General Contractor for construction of new fire station.*

- a. Robert Yiu Construction, 11 S 204 Madison Street, Hinsdale, Illinois 60522, 630.325.6800"*

**COST/BUDGET SUMMARY**

	<u>Project Budget</u>	<u>Update (4/3/08)</u>
<b>A. Estimated Construction Costs</b>		
General, Site, Mechanical and Electrical	\$ 2,534,080	\$ 2,690,000
Demolition and Excavation	\$ 80,000	\$ 79,800
9-1-1 Emergency Power System*	\$ 100,000	incl in bid
Change Order #1	n/a	\$ 87,300
<b>Total Construction Cost</b>	<b>\$ 2,714,080</b>	<b>\$ 2,857,100</b>
 <b>B. Estimated Soft Costs</b>		
Architectural/Engineering Fees	\$ 112,600	\$ 112,600
Reimbursables	\$ 6,500	\$ 6,500
Equipment (Per Berwyn F.D.)	\$ 203,000	\$ 190,000
Furniture	\$ 56,500	\$ 56,500
Bid Set Printing	\$ 18,000	\$ 15,000
Test and Balancing of M&E Testing	\$ 14,000	incl in bid
Construction Material Testing	\$ 15,000	\$ 12,000
Wiring, Phones and Technology	\$ 50,000	\$ 50,000
Contingency	\$ 165,000	\$ 54,980
<b>Total Soft Costs</b>	<b>\$640,600</b>	<b>\$ 497,580</b>
<b>Total Project Costs</b>	<b>\$3,354,680</b>	<b>\$ 3,354,680</b>

\* Estimated value of emergency power systems (i.e. generator, ups, transfer switch) included in New Fire Station construction budget based on input from the 9-1-1 ETSB consultant.

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

April 15, 2008

**To:** Members of the City Council  
**From:** Mayor Michael A. O'Connor  
**Re:** "Think Green" campaign

Ladies and Gentlemen:

Waste Management has approached my office with concerns over the need to increase the recycling efforts by the City of Berwyn. The celebration of "Earth Day" last weekend was an opportunity for some of our aldermen to launch clean-up campaigns in their wards, but the idea to "Think Green" must become a year-round effort.

Director of Community Outreach Jeanmarie Hajer, Executive Director of the North Berwyn Park District Joe Vallez, Jim Karls from Waste Management and my office have developed a plan to increase "Think Green" awareness citywide. Waste Management has agreed to contribute \$7,500 toward this effort.

I would like to propose that the City match the \$7,500 amount and allow the North Berwyn Park District to facilitate the program. The City's portion can be paid from the increased funds received from Waste Management for our recycling.

I have attached the 2007 recycling rebate numbers from Waste Management, as well as the outline of the program the North Berwyn Park District is planning to facilitate. Your agreement with my recommendation will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor

# NORTH BERWYN PARK DISTRICT

April 16, 2008

Michael A. O'Connor  
Mayor

Berwyn City Council

City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Subject: Think Green

Dear Mayor O'Connor and Council Members

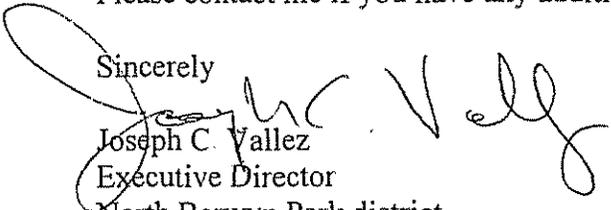
The North Berwyn Park District promotes healthy lifestyles and environmental practices to our residents, park districts across the state have initiated similar programs in communities throughout the region.

The North Berwyn Park District through the "Best of Berwyn" program would like to initiate an educational and informational program throughout the city of Berwyn. This program, "Think Green", would promote recycling, educate residents about "green" initiatives, collaborate with school districts, conduct a poster contest, and appear at various events throughout the city to promote the "Think Green" program.

This initiative will be the year round community service project that incorporates "Best of Berwyn" program participants. These young adults are the future leaders of our great city; collectively our future leaders have expressed a desire to make a difference in the community. The problem of garbage, poor recycling practices, and a general neglect for the environment have been declared a subject of great concern from our young adults. "Think Green" is an investment in their future, a proactive approach to the problems of today and solutions to guarantee a bright tomorrow.

Please contact me if you have any additional questions regarding this funding request.

Sincerely



Joseph C. Vallez  
Executive Director  
North Berwyn Park district

### **“THINK GREEN” Program Budget:**

“Think Green” will consist of an educational and informative environmental program that will seek to initiate action by Berwyn residents. The objectives of this program are:

1. To inform residents about environmental friendly daily activities that can improve conditions in the city of Berwyn.
2. To encourage recycling.
3. To initiate and distribute a list of all recyclable garbage that belongs in “recycle only” bins for weekly pick up.
4. To educate residents about the city’s garbage collection policy and penalties.

### **Budget:**

#### **Program Guide:**

30,000 copies

Bilingual

\$6900.

City Wide Distribution

\$1500.

#### **Posters**

\$1500.

#### **Promotional Items**

\$4200.

#### **Flyers**

City Wide Distribution

District 98

District 100

5 flyers

\$2500.

#### **Youth Workers**

780 hours

\$5850.

#### **Marketing Support**

\$2000

#### **Administrative**

\$1000.

**TOTAL BUDGET: \$25,450.**

**Berwyn Recycling**From: **Karls, James** (jkarls@wm.com)

Sent: Tue 4/15/08 11:10 AM

To: moconnorivb2005@hotmail.com

Mayor O'Connor: Per our recent discussion, the following represents the recycling information you have requested:

Year 2007:	Tons	Rebate
January	454.1	\$ 9,082.00
February	348.8	\$ 6,976.00
March	442.7	\$ 8,854.00
April	432.8	\$ 8,656.00
May	459.4	\$ 9,188.00
June	480.1	\$ 9,602.00
July	391.3	\$ 7,826.00
August	440.7	\$ 8,814.00
September	331.0	\$ 6,620.00
October	404.3	\$ 8,086.00
November	400.4	\$ 8,008.00
December	381.4	\$ 7,628.00
Totals:	4,967.0	\$ 99,340.00

## Year 2008:

January	337.3	\$ 7,546.00
February	340.9	\$ 6,818.00
March	355.9	\$ 7,118.00
Totals ( Thru March )	1,074.1	\$21,482.00

The City of Berwyn



Michael A. O'Connor  
Mayor

F.S.

A Century of Progress with Pride

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Ixtapa Restaurant request for C-3.2 liquor license;  
adjustment in number of available C-1 licenses

Ladies and Gentlemen:

The Ixtapa Restaurant would like an entertainment license. In order to accommodate them, we must decrease the amount of C-1 liquor licenses by one and increase the C-3.2 by one. Your support will be appreciated.

Sincerely,

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

Michael O'Connor  
Mayor

The City of Berwyn

4/15/08



Michael A. O'Connor  
Mayor

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

April 15, 2008

**To:** Members of the City Council  
**From:** Mayor Michael A. O'Connor  
**Re:** Appointments to the Zoning Board of Appeals

Ladies and Gentlemen:

The following is a list of the members of the Zoning Board of Appeals whose terms will expire this year. I would like to reappoint all current members of the Board for five-year terms, to expire as noted.

<u>Name</u>	<u>Term Expires</u>
Dominick Castaldo	3/23/2013
Joel Chraska	5/25/2013
Robert J. Fejt	3/23/2013
Don Miller	3/23/2013

Your approval will be appreciated.

Sincerely,

Michael A. O'Connor  
Mayor



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

## 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

April 14, 2008

The Honorable Michael A. O'Connor  
Mayor, City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Il 60402

Dear Mr. Mayor:

RE: Joel Chrastka - Chairman Berwyn Zoning Board of Appeals

In my review of the Zoning Board records, I see that my term as Chairman of the Berwyn Zoning Board of Appeals will expire May 25, 2008.

As you know, I have served our City for many years as a member of having been appointed initially by Mayor Lanzillotti, reappointed by Mayor Shaughnessy and, most recently, entrusted with the Board Chairmanship by yourself.

I feel I have established a great working relationship with Milt Persin, Dan LaBeau, all the members of Zoning board and have worked closely with outside counsel on various zoning matters that have been and are in litigation.

It is an honor and a privilege for me to so serve.

I want you to know that, if you choose to reappoint me, I will be pleased to accept. It has been a pleasure to serve, and regardless of your decision, I want to thank you for your support, cooperation and friendship.

Respectfully submitted,

Joel Chrastka  
Chairman

Berwyn Zoning Board of Appeals



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

## 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

April 14, 2008

The Honorable Michael A. O'Connor  
Mayor, City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Il 60402

Dear Mr. Mayor:

RE: Robert Fejt- Berwyn Zoning Board Member

Through my untimely looking through the Zoning Board records, I see that Mr. Robert Fejt's appointment as a member of the Berwyn Zoning Board of Appeals expired March 23, 2008. Also, I want to apologize for you for this late letter.

Mr. Fejt unselfishly serves our City through his participation on the board. His experience as a member of Berwyn's Fire Department brings a level of public and personal safety to the board which helps us better understand and evaluate an applicant's petition.

He is reliable, attends all the meetings and performs a complete investigation of petitions assigned to him

In his attached letter, he has signified his desire to continue to serve on the Board.

I would ask to reappoint Mr. Fejt to another term on the Zoning Board of Appeals and I pledge my support of him in his ongoing work.

Respectfully submitted,

Joel Chrastka  
Chairman

Berwyn Zoning Board of Appeals



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

## 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

February 19, 2008

The Honorable Michael A. O'Connor  
Mayor of Berwyn, Illinois  
6700 W. 26th Street  
Berwyn, IL 60402

Dear Mayor O'Connor:

My appointment to the Zoning Board of Appeals will expire on March 23, 2008.

I would like to be considered for reappointment to the Board for a new term.

Thank you, in advance, for your consideration in this matter.

Sincerely,

Robert W. Fejt  
Berwyn Zoning Board of Appeals



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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## 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

April 14, 2008

The Honorable Michael A. O'Connor  
Mayor, City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Il 60402

Dear Mr. Mayor:

RE: Donald Miller- Berwyn Zoning Board Member

Through my untimely looking through the Zoning Board records, I see that Mr. Donald Miller's appointment as a member of the Berwyn Zoning Board of Appeals was up on March 23, 2008. And, I apologize for you for this late letter.

Mr. Miller has unselfishly served our City through his participation on the board. He brings a balance of residential and commercial construction experience to the board which helps the entire board in the process of evaluating an applicant's petition.

He is reliable, attends all the meetings and performs a complete investigation of petitions assigned to him

In his attached letter, he has signified his desire to continue to serve on the Board.

I would ask to reappoint Mr. Miller to another term on the Zoning Board of Appeals and I pledge my support of him in his ongoing work.

Respectfully submitted,

Joel Chrastka  
Chairman

Berwyn Zoning Board of Appeals

Mayor Michael A. O'Connor  
6700W. 26<sup>th</sup> Street  
Berwyn, IL 60402

February 19, 2008

Mr. Mayor,

My term on the Zoning Board of Appeals will expire in March 2008, I would like to submit my name for consideration for reappointment to this position.

Respectfully submitted,

Don G. Miller



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

## 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

April 14, 2008

The Honorable Michael A. O'Connor  
Mayor, City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Il 60402

Dear Mr. Mayor:

RE: Dominick Castaldo- Berwyn Zoning Board member

Through my untimely looking through the Zoning Board records, I see that Mr. Dominick Castaldo's appointment as a member of the Berwyn Zoning Board of Appeals was up on March 23, 2008. And, I apologize for you for this late letter.

Mr. Castaldo has unselfishly served our City through his participation on the board. He brings a balance of age and experience to the board as well as balancing out the different sections of Berwyn.

He is reliable, attends all the meetings and performs a through investigation of the petitions assigned to him

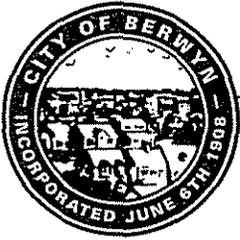
In his attached letter, he has signified his desire to continue to serve on the Board.

I would ask to reappoint Mr. Castaldo to another term on the Zoning Board of Appeals and I pledge my support of him in his ongoing work.

Respectfully submitted,

Joel Chrastka  
Chairman

Berwyn Zoning Board of Appeals



# THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

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## ZONING BOARD OF APPEALS

*CHAIRMAN:* Joel Chrastka

*EXECUTIVE SECRETARY:* Milton F. Persin

### *MEMBERS:*

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

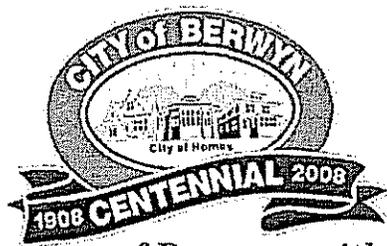
Don Miller

To the Honorable Mayor of Berwyn, Michael O'Connor,

I Dominick Castaldo, have been a member on The Berwyn Zoning Board of Appeals since March 2003. I wish to be reappointed to The Berwyn Zoning Board of Appeals for the next full term.

Respectfully Yours,

F-10  
The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Ordinance 242.03 amendment for Director of Community Outreach

Ladies and Gentlemen:

I would like to amend Chapter 242.03 Appointed Officers to add the position of Director of Community Outreach. I have also attached a job function. Your approval will be appreciated.

Sincerely,

Michael O'Connor  
Mayor

**City of Berwyn**  
**Community Outreach Function:**

The function of the Community Outreach program involves establishing ways for citizens to become more actively involved in their community by opening up communication between City Departments, City staff and citizens. This will be accomplished through establishing programs within the city by working with departments, agencies and staff that involve the citizens. Holding Citizen meetings, events and different venues of communication will be utilized to reach the citizens. The Outreach department will investigate and research citizens' suggestions and concerns, and respond to all inquiries.

The Community Outreach will assist in planning, organizing, and directing activities and programs that will include the citizens of the community, business leaders and officials.

The City of Berwyn



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Ordinance 242.03 amendment for Assistant Fire Chief

Ladies and Gentlemen:

I would like to amend Chapter 242.03 Appointed Officers to add the position of Assistant Fire Chief. Your approval will be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-12

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Ordinance 242.03 amendment for Director of Human Resources

Ladies and Gentlemen:

I would like to amend Chapter 242.03 Appointed Officers to add the position of Director of Human Resources. I have also attached a job function. Your approval will be appreciated.

Sincerely,

Michael O'Connor  
Mayor



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

MICHAEL A. O'CONNOR, *Mayor*

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www.berwyn-il.gov

Director of Human Resources

228.09 (?)

Establishment: appointment. There is hereby established the office of Director of Human Resources. The Director of Human Resources shall be appointed by the Mayor, by and with advise and consent of Council.

The Director of Human Resources, subject to management approval, shall plan, control and organize all activities of the Human Resources Department and human resources activities such as employment, compensation, benefits, employee records, government reporting, employee development and training, performance management, policy development and administration, employee relations.

(b) Duties generally,

- Research, development, interpretation and administration of human resources policies and procedures; stays current on local, state and federal legislation affecting public sector labor law; helps oversee and provides counsel and assistance regarding employee relations and organizational matters, including performance evaluations, corrective actions, grievance investigations, labor contract negotiation preparation, including the preparation of cost analysis on negotiation proposals, administers labor agreements, workers compensation, classification and compensation plans.
- Conducts investigations relative to complaints of discrimination or harassment, identifies and resolves staff deficiencies; provides assistance and guidance to departments regarding disciplinary actions and termination procedures.
- Serves as technical resource to City Council and Mayor.

**CITY OF BERWYN**  
**JOB DESCRIPTION**

<b><u>Position Title:</u></b>	Director of Human Resources
<b><u>Reports to:</u></b>	Mayor
<b><u>Department:</u></b>	Human Resources

**Primary Purpose:**

Plans, manages, oversees and directs the operations of the Human Resources department, which includes recruitment, labor relations, workers compensation, classification and compensation, benefits administration, specialized training and to provide complex staff assistance to management and City Council.

**Key Accountabilities**

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

10. Designs performance evaluation system for selected departments and provides appropriate training related to implementation.
11. Evaluates and recommends employee benefit modifications or new programs, with an annual review of all current benefits for cost effectiveness.
12. Prepared departmental budget annually and assists managers with portions of their budget preparation.
13. Responsible for all human resources related federal, state and local reporting requirements.
13. Handles all workers compensation claim management and case management of individual work-related claims.
14. Researches and recommends policies in connection with applicable state and federal guidelines.
15. Implements and oversees Kronos Timekeeping System, in conjunction with payroll.

**Position Requirements:**

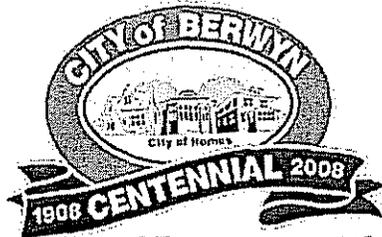
**Formal Education:** - Bachelors degree in human resources or related field. Masters degree preferable.

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

**Certifications:** - SPHR certification required.

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

F x 13  
The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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May 9, 2008

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

**Re:** Ordinance 242.03 amendment for Director of Community Development

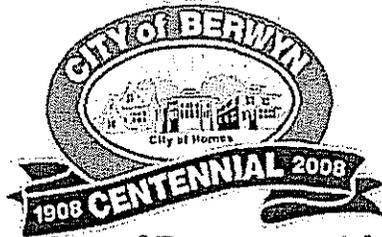
Ladies and Gentlemen:

I would like to amend Chapter 242.03 Appointed Officers to add the position of Director of Community Development. Your approval will be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

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May 9, 2008

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

**Re: Ordinance 242.03 amendment for Grants Administrator/Community Development**

Ladies and Gentlemen:

I would like to amend Chapter 242.03 Appointed Officers to add the position of Grants Administrator/Community Development. Your approval will be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-15

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May 9, 2008

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

Re: **Ordinance 242.03 amendment for Director of Finance; elimination of  
Director of Finance and Human Resources**

Ladies and Gentlemen:

I would like to amend Chapter 242.03 Appointed Officers to add the position of Director of Finance and eliminate the position of Director of Finance and Human Resources. Your approval will be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

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May 9, 2008

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

**Re:** Ordinance 242.03 amendment to eliminate certain Appointed Officers

Ladies and Gentlemen:

I would like to amend Chapter 242.03 Appointed Officers to eliminate unnecessary Appointed Officers. It would be my recommendation to eliminate the following positions:

Chief Building Inspector  
Chief Water Clerk  
City Planner  
City Sealer  
Corporation Counsel  
Deputy Liquor Commissioner

Your approval will be appreciated.

Sincerely,

A handwritten signature in black ink that reads "Michael O'Connor". The signature is written in a cursive style with a long horizontal flourish at the end.

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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May 9, 2008

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

**Re:** Mayoral Appointments

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of the following officers in accordance with Chapter 242.03(b). If you choose to vote for each appointment separately, I have provided each appointment as a separate communication.

If you choose to vote on all at the same time, you can mark all as germane. Your approval will be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

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May 9, 2008

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

**Re:** Mayoral appointments

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of the following officers in accordance with Chapter 242.03(b):

Administrative Assistant to the Mayor  
City Administrator  
Associate City Attorney  
Building Director  
Chaplain, Police & Fire Departments (two)

City Attorney  
City Collector  
City Prosecutor  
Community Relations Commission Director  
Director of Computer Operations  
Director of Neighborhood Affairs  
Director of Public Works  
Deputy Fire Chiefs (four)

Fire Chief  
Police Chief  
Recreation Director

Kal Lwanga  
VACANT  
Anthony Bertuca  
Daniel LeBeau  
Rev. Kenneth Laske  
Fr. Jim Clavey  
Odelson & Sterk  
Debi Suchy  
Edward Maloney  
Teri Shonder  
James Frank  
Mark Jarnigan  
Patrick Ryan  
Mike Farnsworth  
Paul Gardner  
Richard Swade  
James Zahrobsky  
Denis O'Halloran  
William Kushner  
Anthony Martinucci

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

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May 9, 2008

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

**Re:** Appointment of Administrative Assistant

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Kal Lwanga to the position of Administrative Assistant to the Mayor. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

# KAL LWANGA

## WORK EXPERIENCE

### **SPECIAL ASSISTANT, 2004 TO 2008**

State Senator Martin A. Sandoval, 12th Legislative District – Cicero, Ill.

Responsible for overall administrative management, directing/writing press release program, coordinating public calendar, installation and maintenance of local area computer network, tracking District office payroll and coordinating activities of District and Springfield offices. Promoted from legislative assistant position.

### **FREELANCE WRITER, 2000 TO 2006**

The Star Newspapers – Tinley Park, Ill & The Life Newspapers – Berwyn, Ill.

Writing includes feature stories, columns and movie/book reviews for The Star's First Look (weekend) magazine and sports stories for The Life. Compiled and designed layout of features section content for two circulation zones of The Star (55,000-circulation semiweekly newspaper in the south suburbs of Chicago) as Associate Editor from 2000 to 2001.

### **TUTOR AND MENTOR, 2002 TO 2003**

AmeriCorps – Oakland, Calif.

Tutored and mentored students in 9th through 12th grades at Merritt Middle College High School in the Oakland Unified School District. Responsible for developing and co-teaching writing unit, grading student work and assisting juniors and seniors with the college application process through the AmeriCorps program.

### **CASH OFFICE ADMINISTRATOR, 2001 TO 2003**

T.J. Maxx Store No. 403 – Dublin, Calif.

Accounted for cash and credit receipts from registers, reconciled discrepancies using accounting software and made daily bank deposits of \$5,000 to \$15,000 for store with highest sales in the San Francisco Bay Area. Promoted from floor sales associate position

### **PUBLICITY / INFORMATION DIRECTOR, 1999 TO 2000**

Illini Hockey Club – Champaign, Ill.

Wrote press releases publicizing upcoming games and reporting final scores/statistics, worked with print and broadcast media for coverage of team events and contributed content to the official Web site and the biweekly game program. Credited by head coach for increasing attendance to new record

### **ASSISTANT TO THE DIRECTOR, 1998 TO 2000**

University of Illinois Office of Admissions – Urbana, Ill.

Worked with Assistant Director of Admissions to recruit students for one of the Top 10-ranked public universities developing and hosting presentations about the university and the admissions process in front of large groups, coordinating special on-campus recruiting programs and scheduling visits to target high schools across the Midwest. Supervised student employees and developed material for recruitment publications used nationwide.

## EDUCATION

### **BACHELOR OF ARTS IN ENGLISH-RHETORIC, 1998**

University of Illinois at Urbana-Champaign

Concentration in writing and literature. Minor in English education. Opinions Editor for The Daily Illini student newspaper, 1996-1997. Winner of Illinois College Press Association first-place awards for best editorial and best overall editorial pages.

The City of Berwyn



Michael A. O'Connor  
Mayor

4-19

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Associate City Attorney

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Anthony Bertuca to the position of Associate City Attorney. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-20

A Century of Progress with Pride

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Building Director

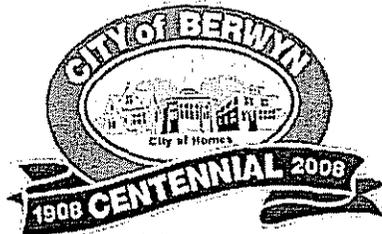
Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Daniel LeBeau to the position of Building Director. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-21

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May 9, 2008

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

**Re:** Appointment of Fire Departments Chaplain

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of the Rev. Kenneth Laske to the position of Fire Departments Chaplain. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F 22

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Police Department Chaplain

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Fr. Jim Clavey to the position of Police Department Chaplain. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn

F-23



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of City Attorney

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of the firm of Odelson & Sterk to the position of City Attorney. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-24

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of City Collector

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Debi Suchy to the position of City Collector. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-25

A Century of Progress with Pride

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of City Prosecutor

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Edward Maloney to the position of City Prosecutor. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-26

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May 9, 2008

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

**Re: Appointment of Community Relations Commission Director**

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Teri Shonder to the position of Community Relations Commission Director. Your approval would be appreciated.

Sincerely,

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

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-27

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May 9, 2008

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

**Re:** Appointment of Director of Computer Operations

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of James Frank to the position of Director of Computer Operations. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-28

A Century of Progress with Pride

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Director of Neighborhood Affairs

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Mark Jarnigan to the position of Director of Neighborhood Affairs. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-29

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Director of Public Works

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Patrick Ryan to the position of Director of Public Works. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn

F-30



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

**To:** Members of the City Council

**From:** Mayor Michael A. O'Connor

**Re:** Appointment of Deputy Fire Chief

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Mike Farnsworth to the position of Deputy Fire Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-31

A Century of Progress with Pride

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Deputy Fire Chief

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Paul Gardner to the position of Deputy Fire Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

F-32  
The City of Berwyn



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Deputy Fire Chief

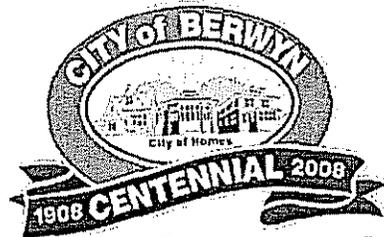
Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Richard Swade to the position of Deputy Fire Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-33

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Deputy Fire Chief

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of James Zahrobsky to the position of Deputy Fire Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-34

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6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Fire Chief

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Denis O'Halloran to the position of Fire Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn

Michael A. O'Connor  
Mayor



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Police Chief

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of William Kushner to the position of Police Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

F-35

The City of Berwyn



Michael A. O'Connor  
Mayor

F-36

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Recreation Director

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Anthony Martinucci to the position of Recreation Director. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

F-37

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Director of Human Resources

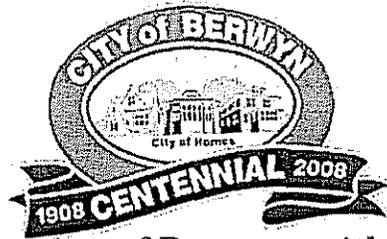
Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Pat Segel to the position of Director of Human Resources. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Assistant Fire Chief

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Frank Simek to the position of Assistant Fire Chief. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

F-38

The City of Berwyn



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Director of Community Outreach

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Jeanmarie Hajer to the position of Director of Community Outreach. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

F. 39

The City of Berwyn



Michael A. O'Connor  
Mayor

F-40

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Director of Community Development

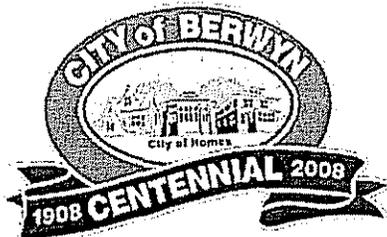
Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Robert Dwan to the position of Director of Community Development. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-2500 Telephone: (708) 788-2660 Fax: (708) 788-2567  
www.berwyn-il.gov

May 9, 2008

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

**Re:** Appointment of Grant Administrator/Community Development

Ladies and Gentlemen:

I respectfully request your concurrence in my appointment of Dawn Rinehart to the position of Grant Administrator/Community Development. Your approval would be appreciated.

Sincerely,

Michael O'Connor  
Mayor

# Section G

## Reports and Communications From The City Clerk

Michael A. O'Connor  
Mayor



Thomas Pavlik  
City Clerk

A Century of Progress with Pride

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

May 8, 2008

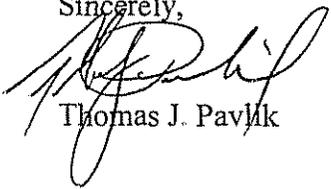
To: Mayor and City council

Re: Approval of Closed COW Minutes, 3-20-08, 3-25-08, 4-8-08 and 4-14-08

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of March 20, 2008, March 25, 2008, April 8, 2008 and April 14, 2008 as reviewed in closed session on April 28, 2008.

Sincerely,

  
Thomas J. Pavlik

# Section H

## Communications From The Zoning Board of Appeals



THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

April 29, 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

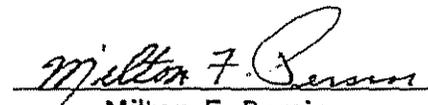
RE: Kopicki-6901 Roosevelt Road

Dear Mr. Pavlik:

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

Please present to the City Council at your earliest convenience.

Sincerely

  
Milton F. Persin  
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

LOT 10 AND 11 IN BLOCK 11 IN GROSS OAK PARK SUBDIVISION OF BLOCKS 7, 10, 11 AND 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF.)

COMMON ADDRESS

6901 West Roosevelt Road

REQUEST BY APPLICANT

Addition to rear garage and second floor apartment addition.

APPLICANT-(Individually and Collectively)

Geroge & Dorothy Kopicki

DATE OF PUBLIC HEARING

April 15, 2008

DATE OF PUBLIC NOTICE PUBLICATION

March 27th, 2008, Berwyn Gazette Newspaper.

MEMBERS PRESENT

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

WHEREAS, IT IS HEREBY RESOLVED by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 15th day of April, 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. Douglas R. Walega, an Architect retained by the applicant, testified as agent for the applicant's, with full authority. Mr. Kevin T. Kopicki, son of the owners, was also present and assisted the witness.

2. The witness stated that George and Dorothy Kopicki are the co-owners of the property, a one story brick building located on a lot measuring 57.50' X 125', which was purchased in the year 1984, and the family has operated a funeral business on the premises since the date of purchase. They also own the Heritage Funeral Home business at 3117 S. Oak Pak Avenue.

3. The main building and a garage type area at the rear southeast portion of the lot covers the entire lot, except for a cement area about 14' X 28' at the rear southwest portion of the lot. The garage area, which measures 24' X 20', is used as a crematorium and a basement is at the front half of the building. There presently is a reception area at the front Roosevelt side of the building, two washrooms at the west front, offices and two parlors and a lounge area, back office, work room and garage south of the reception area. The work room was previously used for embalming. The main entrance is at Roosevelt Road and there is another entrance at Kenilworth Avenue and at the rear office area onto Kenilworth Avenue. There two exits off the work room into the alley which are not open to the public.

4. The applicant's propose to construct a 24' X 14'3" frame garage at the southwest rear cement area of the lot with entrance from the alley and a service door at the west side, and a second floor addition starting at the front bearing wall of the building at Roosevelt Road, along the entire width of the building and extending back south about 47 feet with a rear open deck measuring 26' X 8'. Plans also include: (i) reducing the areas of office space on the first floor west front portion of the building; (ii) refurbishing the parlor viewing areas, increasing the size of the washrooms north of that office space; covering the front of the building with a new stone facade.; and other minor changes as needed.

5. The second floor addition will have three (3) bedrooms, living room, dining room, kitchen with breakfast area, two (2) bathrooms, walk-in closets and a utility room for the furnace, air conditioning and water heater. The present height of the building is 20 feet and will be increased to a pitched new roof to 28'-8" with a total of 30 windows.

Entrance and exit will be to a common stairway down to the first floor leading to two exits. (Mr. Walega stated that this is allowed under our Building Code). There is an existing side entrance to the adjacent building to the west which is also owned by the applicants, and a stairway leading to the basement area.

6. Mr. Kopicky stated that this is a 24 hour around the clock business and he needs a dependable person to handle the after work business calls. That is why he wants to hire a family man who he feels will be more reliable, and that is why he must make the apartment larger and more desirable to a family. The occupancy of the apartment will be part of the salary paid to this employee and Mr. Kopicky indicated that he has no intentions of renting this apartment to anyone other than such a custodian-caretaker employee. There will be no access from the second floor apartment to the first floor.

7. There is no parking on site but sufficient parking available on the streets and the present footings are more than adequate to support the second floor addition to the building. Upon questioning Mr. Kopicky stated that the apartment in the adjacent building to the west is too small to accommodate a caretaker with a family.

8. Ms Pat Fortunato, 1343 S. Wenonah Avenue, testified that she operates a Health Club business at 7117 Roosevelt Road and indicated that there were many complaints made about use of the Crematory on the premises when she was an Alderman. She has no objection to the changes to be made on the first floor of the building but the proposed second floor plans are: (i) similar to a condo; (ii) too large for a caretaker; (iii) not right for Roosevelt Road; and (iv) and lack of parking is also a problem. She objects to the second floor addition for the reasons mentioned.

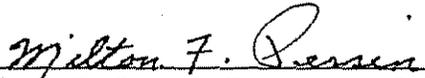
9. Mrs. Nora Laureo, the area investigator, presented a written report which is incorporated by reference in this resolution. She met at the premises with Mr. Kevin Kopicki and Douglas Walega on April 11, 2008. The applicant wishes to construct a rear garage addition and a new second floor addition of one residential apartment, about 2,015 square feet. The apartment and garage are being built for an on site caretaker-employee. The area within 300 feet of this site is commercial in nature running east and west along Roosevelt Road, with one, two and three story retail and mixed use buildings, and residential single family homes running north and south along Kenilworth Avenue.

The applicants will also redo the entire first floor of the Funeral Parlor up to the Crematory area by refurbishing the viewing parlors, office space, reception and bathroom areas. The outside facade of the building will be done in a prairie type style exterior, with a new garage addition at the rear. Mr. Kopicki feels that by creating this second floor apartment for a caretaker he will increase his business, as most funeral homes now need to be accessible 24 hours each day, 7 days a week. Mrs. Laureto voted in favor of the variations requested.

10. Messrs: Castaldo, Fejt, Persin, and Mrs. Hernandez voted in favor of granting the variations requested and Mr. Chrastka voted against granting the variations, stating that he is concerned about having only one exit to the common hallway from the apartment and no access to the Funeral Parlor below. Comments of those in favor were that Mr. Kopicki did state that he is building the apartment for use of a custodian with a family, one exit to a common hallway with more than one exit is within the code, a garage is being built for storage of the caretakers car(s); and having no direct access to the funeral home below should not be any problem as the caretaker can exit to the outside and then enter the Funeral Parlor. The final vote was 5 to 1 in favor of granting the variations requested to construct a garage at the southwest rear of the lot, a second floor apartment addition for a custodian-caretaker, and certain changes on the first floor of the Funeral Parlor, all in accordance with the testimony at the hearing and the documents presented.

This resolution was adopted on the 15th day of April, 2008.

BERWYN ZONING BOARD OF APPEALS

  
\_\_\_\_\_  
Milton F. Persin-Executive Secretary

VARIATION ORDINANCE # \_\_\_\_\_

Be it ordained by the City of Berwyn that:

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

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

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

Whereas, the Applicant GEORGE and DOROTHY KOPICKI

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

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

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

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

The common address is 6901 W. Roosevelt Road and legally described as follows:

LOT 10 AND 11 IN BLOCK 11 IN CROSS OAK PARK SUBDIVISION OF BLOCKS 7, 10, 11 AND 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF.)

Variations as requested are granted to allow the construction of a garage and a second floor addition 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

I-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 05/13/08

**Deferred Communication**

Agenda Item I-1 is a Deferred Communication from C C Meeting dated 04/22/08 Agenda item #17

FROM ALDERMAN SKRYD  
Re: CITIZENS POLICE & FIRE ACADEMY GRADUATES/ALUMNI/NEIGHBORHOOD  
BLOCK CAPTAINS



Michele D. Skryd  
 ALDERMAN FOURTH WARD  
 BERWYN, ILLINOIS

ITEM NO. 17  
 DATE APR 22 2008  
 DISPOSITION Refer

April 18, 2008

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

RE: Citizens Police and Fire Academy Graduates /Alumni/ Neighborhood Watch Block Captains

Ladies and Gentlemen:

I would like to recommend that the citizens that have graduated from the city of Berwyn's Police and Fire Academy's and Neighborhood Watch Block Captains be protected by Ordinance. The roles that they may be involved in has a wide range of duties. I believe that we will be utilizing these citizens more often than not in our future. If the volunteers are protecting a parade route or even securing the area of a live fallen electrical wire I would like to see them protected.

I have attached an ordinance from the City of Chicago that addresses this issue.

It would be my recommendation that Chief Kushner and Chief O'Halloran review this sample ordinance and refer a recommendation back to legal for implementing.

Respectfully,  


Michele D. Skryd  
 4<sup>th</sup> Ward Alderman



**Threatening a community policing volunteer.**

(a) It shall be unlawful to knowingly deliver or convey to a community policing volunteer, in person, by mail, by telephone or in any other manner, a threat to inflict bodily harm upon the community policing volunteer or a member of his or her immediate family (1) with the intent to cause the community policing volunteer to perform or omit the performance of any act as a community policing volunteer; or (2) in retaliation for the community policing volunteer performing or omitting any act as a community policing volunteer.

(b) For purposes of this section, "community policing volunteer" means a person performing any work or duties that are prescribed by, guided by, or directed by members of the Chicago Police Department as part of Chicago's Alternative Policing Strategy (C.A.P.S.).

(c) Any person who violates this section shall be fined \$200.00 and incarcerated up to 30 days for a first offense; fined \$400.00 and incarcerated up to 90 days for a second offense; and fined \$500.00 and incarcerated up to six months for a third or subsequent offense. Any person violating this provision shall also be required to perform 200 hours of community service. If supervision or probation is imposed, service of the aforementioned community service shall be a condition of supervision or probation.



## THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

NONA N. CHAPMAN

First Ward Alderman

IM: (708) 484.Nona (6662)

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

May 8, 2008

Mayor Michael A. O'Connor

Members of the Berwyn City Council

Berwyn City Hall

SUBJECT: 35th Street No Parking Signs

It has come to my attention that the residents at live on 35th street between Oak Park Ave. and Grove Ave. need some parking signs installed: "Residential Parking Only 8am-10am, & 2pm-4pm Mon-Fri." Because of commuter parking for the railroad and/or Mac Neal parking.

Please send to Ordinance and resolution for the addition to the Ordinance and to Public works for installation of signs.

Nona N. Chapman  
1st Ward Alderman



## THE CITY OF BERWYN, ILLINOIS

MICHAEL A. O'CONNOR, *Mayor*

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

**NONA N. CHAPMAN**

First Ward Alderman

IM: (708) 484.Nona (6662)

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

May 8, 2008

Mayor Michael A. O'Connor

Members of the Berwyn City Council

Berwyn City Hall

SUBJECT: Library Board Appointments

I would like to remind the Mayor and city council of the recent position vacancy to the Library Board, and also of the needed reappointment of two of the Library board members: Louise Sommese's appointment expired January 12, 2008 and Eileen Pech's appointment expired April 23, 2008\*. These 2 board members are essential and both have worked diligently to further the goals of the Library, and make a substantial contribution to the board.

As for the current vacant position, I would like to be considered for that position. \*\*

Continuity of leadership is important especially now. Those familiar with the policies and practices of the Library are key to continued growth. Please consider their reappointment.

Nona N. Chapman  
1st Ward Alderman  
Library Liaison

\*The citation from "Illinois Library Law" is : 75 5/4-1.1 (a). Term of Office (last sentence of paragraph)  
"The trustees appointed by the mayor shall hold office for 3 years and until their successors are appointed."

\*\*268.01 APPOINTMENT; COMPOSITION; POWERS AND DUTIES.

The Mayor, with the advice and consent of Council, shall appoint a Library Board of nine members, not more than one of whom shall be a member of Council. The Board shall have the powers and shall perform the duties as provided by State law.

IN 4

MARK WEINER  
3132 Wenonah  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com  
708-484-7512  
3<sup>rd</sup> Ward Alderman  
WWW.ThirdWardAlderman.Com

April 25, 2008

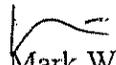
Re: Diagonal Parking at Ukranian Baptist Church

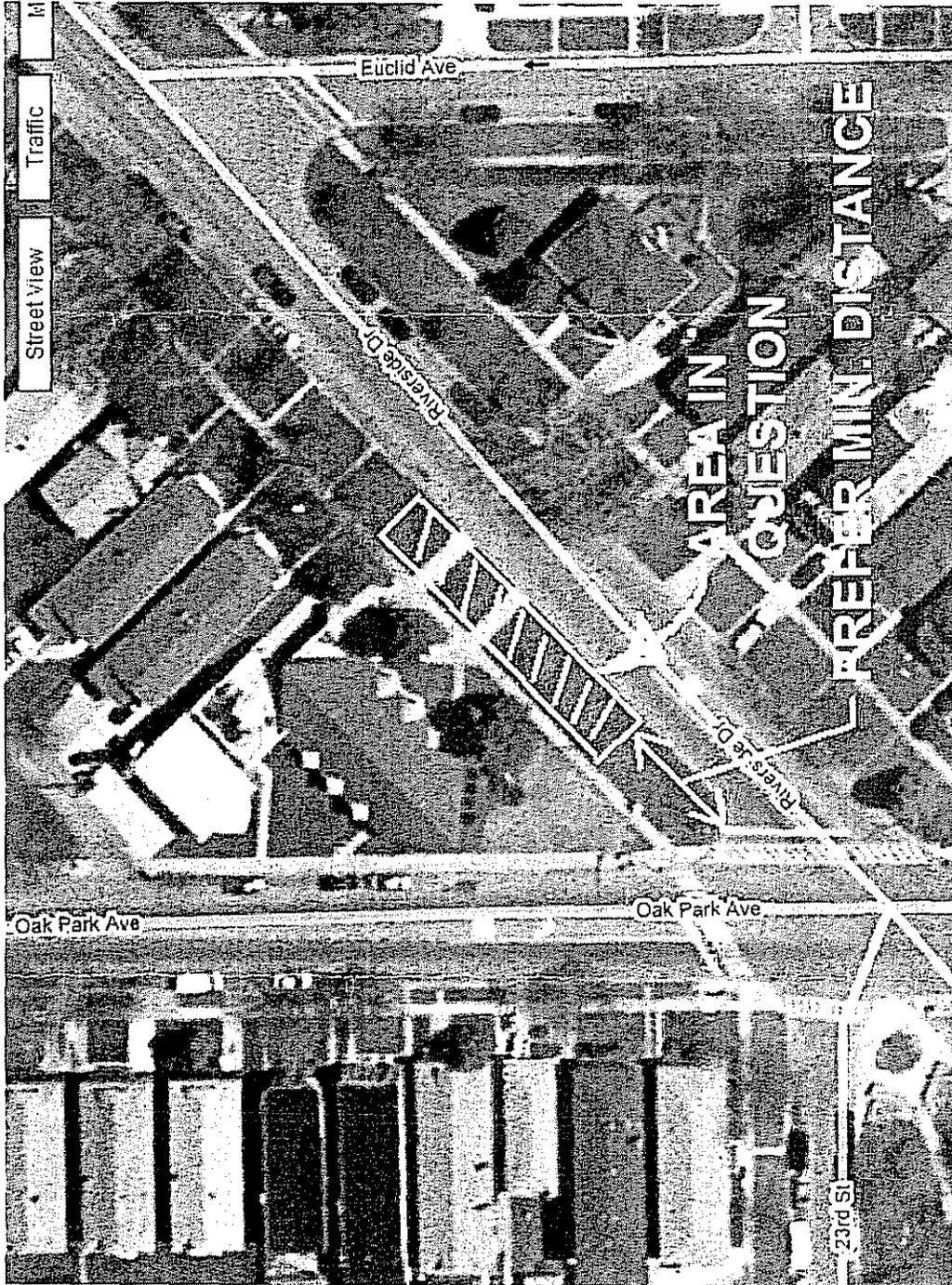
Dear Alderpersons:

I have been approached by the Ukranian Baptist Church, located at the northeast corner of Oak Park and Riverside Drive, to put diagonal parking on the parkway at the corner.

I respectfully request that the City's Traffic Engineer look into this proposition.

Very truly yours,

  
Mark Weiner



X-5

ALDERMAN MARK WEINER  
3132 Wenonah  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com  
708-484-7512  
Www.ThirdWardAlderman.Com

May 6, 2008

Re: Aldermanic Health Insurance

Council Members:

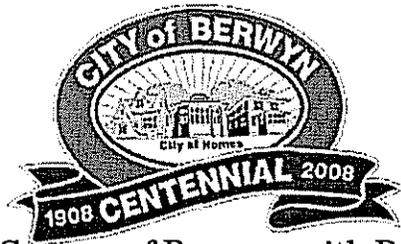
Once again, I challenge the Alderpeople to make the tough decision. The Clerk checked and checked but could not find how or when the Alderpeople began to receive health insurance for their part-time job. The Clerk believes, based on conversations with at least one person, that Alderpeople began receiving health insurance under Mayor Joseph Lanzilotti in the early 1980's. I did not call Mr. Lanzilotti to verify, since I do not know him and did not want to bother him with Berwyn politics.

Bottom line, as everyone knows, the City needs to save money. Tough times call for tough measures. So, rather than lay off City workers, I make a motion to have Alderpeople spend their own money on health insurance, i.e., get rid of this perk for the Alderpeople. If you want to purchase coverage under the City health insurance plan, then spend your own \$8,000.00 or \$12,000.00.

Very truly yours,

  
Mark Weiner

Michael A. O'Connor  
Mayor



A Century of Progress with Pride

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

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

April 26, 2008

**From 8<sup>th</sup> Ward Alderman Joel Erickson**

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

Regarding: Informational  
Costco lauded as a true pioneer in the area of employee rights

Ladies and Gentlemen:

Attached is a copy of a presentation prepared by the Chairman of Costco. He compiled it to present to the Dalai Lama who was in Seattle last week sponsoring a forum on "Compassion in the Work Place". Costco was lauded as a true pioneer in the area of employee rights. I think after you read this short narrative you will agree.

Respectfully,  
Joel Erickson

## Costco – Compassion in the Workplace

Costco has a four-pronged approach to compassion that roughly follows the principles of our **Code of Ethics**:

- Obey the law.
- Take care of our members.
- Take care of our employees.
- Respect our suppliers.
- Reward our shareholders.

**Guided by these commitments, we have developed practical ways to treat others with compassion in such a way that it makes a difference in their lives and is also good for our business.**

### Customers:

- We work hard to ensure that, at Costco, our members will always find **high quality and low prices** they can depend on.
- We respond promptly and **courteously** to their needs.
- We are committed to their **safety** while on our premises.
- In the event that they become injured on our property, we have specially-trained staff to ensure that they receive **prompt care** and a respectful claims process.
- Each of our locations has **first aid and CPR**-certified employees who respond quickly and expertly to medical emergencies that occur on the site (such as heart attack, choking, etc.).
- Our pharmacies **monitor medications** to ensure that no prescriptions are filled that would have dangerous interactions with others the member is taking.
- Pharmacies also provide **pharmacist counseling** for new prescriptions.
- We provide a full **money-back guarantee** on our products, including memberships, even on the day they expire.

### Suppliers:

- We consider suppliers our **business partners** and treat them with respect.
- We're committed to business dealings that are **win/win** for all parties.
- We will not be the only customer of a supplier, as we want to make sure that they are **not totally dependent** on our business in case we need to terminate their contract for some reason.
- We will not **cease business** with a supplier without the approval of a senior vice president, to ensure that every effort is made to treat them fairly.
- Costco has a **Vendor Code of Conduct** and is committed to protecting the working rights and safety of the people who produce the items we sell, by monitoring the labor, health and safety environments of the production process in those countries where our merchandise is produced.
- We work with **fair trade** suppliers whenever we can.
- We take an active interest in the **small farmers** who grow many of our fresh produce and products such as coffee beans. We sponsor schools in their communities and help to raise their quality of life and the future prospects of their children. This extended care includes access to health care, education, credit, technical assistance, training, and decent affordable housing. In some

areas we have been able to raise the average farmer income from extreme poverty to 412% above the extreme poverty level, and we are still working on ways to improve their lives further.

### **Employees:**

- We believe in paying our employees a **living wage**, so that they can purchase their own home and care for their families. (\$11 - \$11.50 an hour starting wage, with scheduled pay raises up to \$19.50 an hour, in addition to twice-yearly extra checks based on years of service that range from \$2,000 to \$4,100)
- When possible, we work with **flexible scheduling** in our buildings to meet people's **work/life** needs.
- We provide **equal employment opportunities** for all employees and are dedicated to providing a workplace free from **harassment and discrimination**.
- We provide **diversity training** to all managers to provide them with insights and tools to be sensitive to our multi-cultural workplaces.
- We **promote from within** and provide many career opportunities to help our employees improve their skills and their standard of living.
- We have a **College Student Retention** Program to help our full-time students easily transition between school and work and set them on a career path with our company.
- We have a generous **vacation** policy (based on years of service, up to 5 weeks a year) and paid holiday plan (11 days a year).
- We recently changed our **operating hours** in the warehouses to help our employees establish a better work/life balance.
- We host a yearly Bring Your Child to Work Day to let employees' children learn what their parents do at work and to teach them about the workplace.
- We have college **scholarship** programs for our employees and their children in both the U.S. and Canada.
- We maintain contact with our employees who are serving in the **armed forces** and regularly send them encouraging gift boxes filled with both practical and fun items. We supplement their military pay, if needed, to ensure that they continue to make what they did while working for Costco. We maintain insurance coverage for their families at no cost to the family while they are away. And, of course, we welcome them back to the workplace when they return, based on USERRA.
- Costco gives a free lifetime membership to employees when they retire at age 55 or older with at least 15 years of service.
- We provide AYCO financial planning free of charge for employees who have been on disability for one year, are terminally ill, or lose an insured family member.
- We have a strenuous focus on employee **safety and health** and provide many tools and resources to help employees and their families.
  - Adequate **safety training**
  - Warehouse **safety committees**
  - Ongoing job and **safety coaching**
  - **Rich employee benefits** that lead our industry
  - **costcobenefits.com** allows employees to store and access their health data online. It allows them to search for physicians and also notes which ones provide the best care in their area. A hospital comparison helps them choose

which facility to use for hospital care. This site also gives employees access to credible health information online.

- **Flexible Spending Account** allows employees to reserve pre-tax money for health or dependent care expenses.
- **Beginning Right** program aims to help our Costco mothers have safe pregnancies and deliveries and to give birth to healthy babies by providing support and information for expectant and postpartum moms and helping to identify and give extra support for high risk pregnancies, as well as helping with smoking cessation.
- **Enhanced Medical Outreach** has registered nurses who reach out by phone to support employees and their family members before and after hospitalizations / procedures and in certain risk situations.
- **Disease Management Program** provides nurses to help, via phone, employees who are dealing with chronic illnesses, such as diabetes and asthma.
- **Informed Health Line** is a telephone service that allows employees and their families to call 24/7 and speak with a registered nurse for current, reliable information on health-related issues.
- **Care Network** is a confidential, free resource program that is available to all employees and their families from the first day of employment. Professional counselors are available by phone 24/7 to help resolve many different personal, work and family challenges – in addition to mental health and substance abuse, the CARE Network helps with parenting and child care, family and work life issues, conflict resolution, workplace challenges, adult care, legal and financial concerns, education, and more.
- **Paid maternity** and bonding leave for new mothers, including adoptive moms
- **Paid bonding leave** for salaried fathers when their babies are born or children adopted
- **Smoking cessation program** – which provides free counseling and medication to the employee and their dependents.

### **Costco Benefits**

Taking care of our employees is an important part of Costco's code of ethics, and providing quality healthcare and other benefits is as important to us as taking care of our members with quality products and services. Over the years, our goal has remained the same: to continually improve the benefits offered to our employees, seeking additional ways to support them and their families and focusing on finding people and situations that are falling through the cracks and looking for ways to assist. The result of this steady improvement is a leading benefit program that is affordable for both the company and the employees and that is relevant to the needs of our Costco family.

- 90 % of employees are **benefit-eligible**.
- 97 % of **benefit-eligible** employees are enrolled in benefits.
- On average, Costco pays 90% of the cost and employees are asked to contribute only **10 %** toward the cost of their benefit program.
- Benefit plans are available to employees and their families, including domestic partners and children who live with employees who are their guardians.

**Benefit-eligibility requirements:**

- Hourly employees (full-time) – 1<sup>st</sup> of month after working 90 days
- Hourly employees (part-time) – 1<sup>st</sup> of month after working 180 days (must average at least 20 hours a week)
- Salaried employees – 1<sup>st</sup> of month after date of hire

**Health Care** – Full time employees may choose from a Choice Plus plan or a Freedom of Choice Plan. Both are rich in benefits, and neither requires a referral to a specialist. Part-timers have a similar Choice Plus plan. Both plans cover preventive care.

**Dental Care** - Full time employees may choose from a core or a premium dental plan. Part-timers have a core plan. Both plans cover preventive care.

**Pharmacy Program** – All generic drug prescriptions are available for only \$3 a month, while more costly name-brand drugs are available for a 15% co-pay, with a maximum charge of \$50 a month. That means that even an expensive prescription that may run thousands of dollars a month will cost our employee only \$50. Birth control pills are included, and this plan also includes some over-the-counter drugs with prescription.

**Vision Program** – Provides \$45 toward an optical exam yearly, with a generous allowance toward the purchase of glasses and contact lenses.

**Short-term Disability** – Provides a tax-free income replacement benefit in case employees are unable to work due to a non-work related accident, illness or pregnancy.

**Long-term Disability** – Pays up to 60% of their earnings when employees are out past 180 days. (This benefit is provided at no cost to employee)

**Long-term Care Insurance** – For nursing home care, Costco provides a basic policy for employees with 10 or more years of service. Employees and their family members can purchase a policy at Costco's reduced rates.

**401(k) Plan** – Auto-enrollment for all new employees helps them start saving for retirement. Costco matches employee contributions 50 cents on the dollar for the first \$1,000 each year up to a maximum match of \$500 (\$250 for West Coast Union employees). Costco makes an annual contribution to employee accounts based on a percentage of eligible earnings and employee's years of service; this ranges from 3% to up to 9% of an employee's annual earnings. West Coast Union employees also receive an annual contribution, which is based on their years of service and hours worked during that year.

**Stock Purchase Plan** – Another easy way for employees to save for the future, this plan is available to employees from the first day of employment. They can purchase Costco stock by payroll deduction and avoid commissions and fees.

**Life Insurance** – Generous basic life insurance and accidental death and dismemberment policies are provided at no cost for benefit-eligible employees (amount

is based on years of service and full-time/part-time status). Supplemental coverage for employees, spouses and children are available for purchase.

### **Integrated Benefits**

- All sorts of **leaves of absence** and related paperwork are handled in the same department, to make it easier for employees to navigate through these sometimes rough waters.
- We have generous **leave of absence policies** for our employees that exceed federal and state requirements. Costco pays 100% of the cost for **continuing benefit coverage** for families on leave of absence for up to 6 months and then provides up to a 50% subsidy beyond that time period. In addition, we provide Health Care Protect that assists with the cost of COBRA for another 12 months after the Costco subsidy ends.
- Enhanced return-to-work program provides medical resources and partners with the **Care Network** to help employees deal with issues related to being unable to work and to get them feeling well and back to work as soon as possible.
- We have some extra benefits available to employees who are **terminally ill**, including extending benefit coverage indefinitely, even though their leave has exceeded Costco's standard policy limit.

### **Community Support**

Costco is committed to giving back to the communities in which we do business. Our company participates in many philanthropic programs corporately and at the warehouse level, and our employees are given several volunteer opportunities and encouraged to be involved with making their communities better and improving the lives of people in need. We dedicate 1% of our pre-tax profits to community activities and agencies with a focus on health and human services, education and children. Additionally, our employees dedicate an enormous amount of time, effort and creativity to fund-raising campaigns.

### **Corporate programs:**

- **Children's Miracle Network** – Since 1988, Costco has raised and donated more than \$88 million to provide better healthcare for the children of North America.
- **United Way** – Costco makes it easy for employees to give via payroll deductions and has donated \$122.3 million since 1984 to United Way agencies across the U.S. and Canada.
- **Communities in Schools / Adopt-a-School** – Many Costco warehouses work closely with children and youth in local schools through these two programs. Since 1993, we have donated more than 3 million **backpacks** filled with school supplies to children in need, and our employees **tutor** struggling children weekly to help them learn to read. They are lunch buddies, spending one lunch time a week just hanging out with a troubled child and serving as a **role model**. They **mentor** and **coach** and serve as Big Sisters and Big Brothers.
- In cooperation with the Communities in Schools organization and professional sports teams, Costco sponsors three **sports academies** (for students with school challenges): Detroit Lions Academy, San Francisco 49ers Academy and the Arizona Cardinals/Diamondbacks Academy.

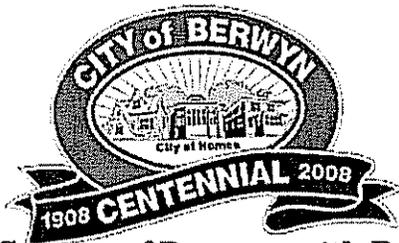
- Costco worked with Bellevue Community College to develop The Early Childhood Learning Center, a **preschool** based on the latest research on early childhood development.
- The company also gives a yearly **scholarship at BCC** to a deserving woman in the information technology field.
- Costco also gives a number of **scholarships** every year to minority students at both the University of Washington and Seattle University.
- We help get college students off to a good start in the work world by hosting a summer **intern program** where college juniors and seniors can perform meaningful work and learn about Costco's business model and life in the workplace.
- Costco has partnered with our supplier, Newman's Own, to develop a co-branded cereal product. All after-tax profits from the sale of this item go to charity – 50% to Newman's Own charities and 50% to **Hole in the Wall Camps**, to provide special experiences to children fighting cancer and other life threatening diseases and their families.
- Extending our compassion to the world at large, Costco is committed to being a good steward of our environment. We have an extensive recycling program for a large number of items in addition to paper, such as batteries, photo lab silver, electronics, used oil, and even broken pallets. Our buyers work with suppliers to develop ecologically responsible packaging, and we are very involved in energy conservation programs. We have installed solar power generating systems on the roofs of warehouses in both California and Hawaii, and we harvest daylight with our many skylights and use sensors to measure it and turn interior lights on and off to help us use power as efficiently as possible.

#### **Warehouse programs:**

Warehouses welcome students from kindergarten through college and give **tours** of the building, teaching work ethics, safety, and Costco's business philosophy.

Michael A. O'Connor

Mayor



A Century of Progress with Pride

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

Joel Erickson

Eighth Ward Alderman

(708) 484-4999

8thWard@Berwyn-IL.Gov

April 17, 2008

Mayor O'Connor and  
Members of the Berwyn City Council

Regarding: Vehicle Sticker Revenue

Ladies and Gentlemen:

May I suggest an alternate source of needed revenue regarding the use of our streets. Rather than increase the current fee associated with the annual vehicle sticker I propose that we consider the following:

- 1: Apply the current vehicle sticker fee to each of the first two vehicles registered to each single family residence. In this instance, an apartment would be considered a single family residence and a two flat would be considered two single family residences and so forth.
- 2: Each motor vehicle in excess of two motor vehicles registered to a specific single family residence shall be required to pay **an additional** annual fee in the amount of possibly an additional \$35 or more for each such vehicle.

By enacting this legislation, **the costs associated with the use of our streets will be more equitably distributed among those who get greater use of our streets.** The additional advantage, although unintended, is the fact that the city will be able to more accurately determine those single family homes which have an unusually large number of registered vehicles.

By drawing attention to such conditions, a determination may be made as to why an unusually large number of vehicles are registered to a specific address. Currently and surprisingly, the City Collector's record keeping system does not accommodate an analysis of how many vehicles are registered to a specific address. This legislation will require a retooling of the software format to enable such record keeping.

I therefore move that this matter be referred to the Committee of the Whole for further consideration.

Respectfully,  
Joel Erickson

Michael A. O'Connor

Mayor



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IS 8

April 17, 2008

Mayor O'Connor and  
Members of the Berwyn City Council

Regarding: The Berwyn Banner

Ladies and Gentlemen:

There continues to be a lot of criticism of the Mayor for his publication of the Berwyn Banner I get a lot of hateful comments about how I must be in the mayor's pocket because I don't continue criticizing the mayor for publishing the Berwyn Banner. I find this particularly amusing since I have been and continue to be the most outspoken and articulate critic of what I consider inappropriate conduct on the part of the administration.

Look. My complaint had nothing to do with the Berwyn Banner. My complaint had to do with the mayor's unilateral decision to declare it an official city newspaper and use taxpayer funds to publish and distribute it. It has been and continues to be my personal opinion that this conduct was ineffective and inappropriate and created controversy where none needed to exist. The paper is no longer characterized as the "official city newspaper" and its publication and distribution is no longer funded by city taxpayers. Mission accomplished.

The truth of the matter is that many past and present politicians in the United States have an ownership interest in newspapers. Locally, the Kubics, close family friends, were the sole owners of the Life Newspapers for decades and deeply involved in State politics.

Cari Brokamp wrote an excellent article in the Life about the very fine line such ownership draws between a commercial venture and possible political influence. Any politician willing to venture into the realm of newspaper publication will remain under the watchful eye of a vigilant press and risks the appearance of impropriety as the world of commerce collides with the world of politics.

At this point the issue, for me, is one of free speech. We all have the absolute first amendment right to publish our own newspaper or newsletter.

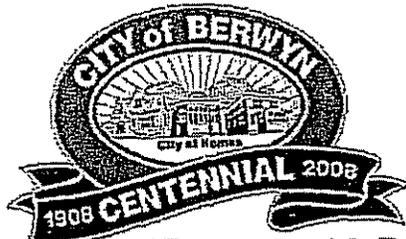
The matter also serves as an example of political hypocrisy. In the heat of the controversy and performing a perfect example of self-serving political hypocrisy, one Alderwoman who was one of the most vocal critics of the Berwyn Banner and remains the mayor's most unrelenting antagonists, actually wrote an article in the publication while it was being funded by the taxpayers thereby promoting her own political career at taxpayer expense. For me, that moment was an epiphany.

It illustrated, along with other similar hypocritical behavior that, among certain members of this city council with whom I had chosen to associate, criticism of the mayor had nothing to do with principle. It is not what the mayor was doing that caused them emotional distress. It was that they are not in power to do the same.

Respectfully

Alderman Joel Erickson  
8<sup>th</sup> Ward

The City of Berwyn



Michael A. O'Connor  
Mayor

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www.berwyn-il.gov

I-9

Nona Chapman  
1st Ward Alderman

Date: April 29, 2008

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

Ladies and Gentlemen:

A meeting of the BUILDING/ZONING/ PLANNING COMMITTEE was held

On Tuesday, April 29, 2008 at 6:30 p.m. at City Hall

Those in attendance were: Aldermen: Chapman & Ramos

The matter discussed was referral item# 34 dated 4/22/08 in regards to:

**Advertising for a new Compliance Inspector**

It is the recommendation of the committee that we hold off on the position until we have more information on our revenues

Voting Aye: 2

Voting Nay: 0

Adjourned: 6:45 p.m.

\_\_\_\_\_  
Nona Chapman-Chairman  
Jim Ramos-Member  
Michele Skryd-Member

*JM*  
Michael A. O'Connor  
Mayor



Mark V. Jarnagin  
Director of Neighborhood Affairs

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www.berwyn-il.gov

MEM NO. 34

DATE APR 22 2008

DISPOSITION B/z/P  
com

April 17, 2008

**Re: Advertise for New Compliance Inspector**

Dear Mayor and Council members,

Pursuant to the new Multi-Tenant Housing Ordinance, I am requesting Council's approval to waive the hiring freeze and advertise for the new apartment building inspector position.

Sincerely,

Mark V. Jarnagin  
Director of Neighborhood Affairs

Attachment

**Michael A. O'Connor**  
Mayor



**Mark Jarnagin**  
Director of Neighborhood Affairs

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**Compliance Inspector IV**  
**Job Posting**

Position: Compliance Inspector IV  
Full Time Monday through Friday, 9 a.m. to 5 p.m.  
Salary: \$15-\$17/hr. Depending on Experience

Department: Neighborhood Affairs/Building

Application Deadline: May 6, 2008

**Primary Purpose:**

Inspection and reinspection of Multi-Unit apartment and mixed use buildings regarding life safety compliance.

**Duties:**

- Enforce Local City Ordinances regarding Zoning and Compliance through internal inspections of properties.
- Follow up on property violations to ensure compliance.
- Check property history prior to inspection for any outstanding violations or fines.
- Take pictures of all infractions and enter all required info into computer.
- Compile all necessary information for issued court citations.
- Establish and maintain files related to inspections including copies of pictures, citations, field notes, and court outcomes.
- Refer zoning violations to Director of Neighborhood Affairs for follow up.

**Qualifications:**

- High school diploma or equivalency
- Bi-Lingual English/Spanish required
- PC literate, able to use Microsoft Office Products
- Two years in construction, trades or code enforcement. Valid Drivers license. Knowledge of International Property Maintenance Code, local ordinances, procedures and materials used in building construction and repair, health and sanitation standards.
- Must be ICC certified as "Property Maintenance and Housing Inspector" within six months of employment.

Applications can be picked up and returned to:  
City of Berwyn Human Resources Department  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402-0701

The City of Berwyn is an Equal Opportunity Employer

The City of Berwyn



Michael A. O'Connor  
Mayor

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I-10

Thomas J. Day  
5<sup>th</sup> Ward Alderman

Date: April 24, 2008

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

Ladies and Gentlemen:

A meeting of the EDUCATION COMMITTEE was held

On April 24, 2008 at 7:00 p.m.-Berwyn City Hall 2<sup>nd</sup> Fl. Conference Room.

Those in attendance were: Aldermen: Day, Weiner, Erickson-Tony Laureto, Dist #98, Jan Gallbraith, Joann Zendol, Dist #100

The matter discussed was referral item# \_\_\_\_\_ dated \_\_\_\_\_ in regards to: \_\_\_\_\_

All of the above met for the first meeting of the new Education Committee. The idea is to share ideas on how the city can best serve education for Berwyn's Finest Assets, the Children of the city.

It was agreed that the Committee is for the purpose of being educated by the Board of Education, as to the needs of the schools, and how we as aldermen, can help advertise how good our schools and teachers are, see attached

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

Adjourned: 8:30 p.m.

\*Thomas J. Day-Chairman  
Joe Erickson-Member  
Mark Weiner-Member

<b>All Students</b>	<b>2006</b>	<b>2007</b>
<b>Reading</b>	71%	68%
<b>Math</b>	87%	81%

### GRADE 7

<b>All Students</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
<b>Reading</b>					68%	77%
<b>Math</b>					76%	86%
<b>Science</b>	72%	62%	71%	69%	73%	77%

### GRADE 8

<b>All Students</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
<b>Reading</b>	65%	56%	63%	63%	77%	78%
<b>Math</b>	50%	51%	42%	45%	81%	83%
<b>Writing</b>	78%	72%	62%			65%

The district is a dichotomy, the bungalows are homes to a white and second/third generation Hispanic working middle class and the apartments are home to an immigrant Hispanic population struggling economically and struggling with the English language. It is this later group that are falling through the net. They do not own computers, they are not online and they are not using the Internet elsewhere. They are struggling with learning the English language to open doors for better paying jobs. The households typically have the one wage earner, the father, and find it difficult to afford the computer and the connection. The Hispanic immigrants find themselves with lower income and a lower level of education, which has them and their families slipping through the net. Hispanics have the largest gap of any group in the use of the Internet with 76.3% reporting no use of the Internet.

beginning kindergarteners are at-risk of school failure (because of factors such as low family income and low parent education) and cannot identify more than two or three letters of the alphabet by name. Sixty-one percent of these kindergarteners cannot identify the beginning sounds of a word and 83 percent cannot identify the ending sound of a word. The District finds that because of these challenges of increasing numbers of multicultural, increasing numbers of bilingual, and increasing numbers of economically disadvantaged students, the district will use technology to address the specific needs of these students.

**District Performance on State Assessments 2002 to 2007**

**GRADE 3**

**District 100 ISAT Meets &  
Exceeds 2007**

All Students	2002	2003	2004	2005	2006	2007
Reading	67%	60%	60%	56%	70%	73%
Math	82%	79%	80%	82%	86%	86%

**GRADE 4**

All Students	2002	2003	2004	2005	2006	2007
Reading					68%	70%
Math					82%	83%
Science	70%	61%	68%	72%	78%	81%

**GRADE 5**

All Students	2002	2003	2004	2005	2006	2007
Reading	62%	60%	58%	56%	68%	64%
Math	76%	70%	77%	83%	81%	83%
Writing	61%	65%	75%			55%

**GRADE 6**

increased percentage of lower-income students, coupled with cultural and language barriers, must be addressed.

The large percentage of Hispanic population has complicating issues. According to a study by Mirand in 1991, one in three Latino children was living in poverty. *“The key factors contributing to the high rate of poverty of Latino children was parents’ low hourly earnings, parents’ low educational attainment, and the smaller likelihood that Latino women would work outside the home.”* There are two types of immigrants from Mexico, the first is easily assimilated and is an urban upward mobile class with job skills and an education, but their only barrier is learning English. The second type is an agrarian class from rural Mexico that worked on subsistence farms who left school early in life to work. This group has few job skills and many of the adults are illiterate in their native Spanish language. This group has a reluctance to venture out of their neighborhoods, and have built a level of trust and acceptance with their neighborhood schools. Due to their educational deficits, the adults are unable to model appropriate reading, interpersonal interaction, or learning activities for their children.

#### Fall Housing Enrollment Report 2007

Schools	Enrollment	Low Income	%	Hispanic	%	Bilingual*	%	TBE/ESL**	%
<b>K-5</b>									
Emerson	330	196	59.4	236	71.5	52	15.8	52	15.7
Hiawatha	441	350	79.4	355	80.5	312	70.7	158	35.8
Irving	463	252	54.4	277	59.8	71	15.3	48	10.4
Komensky	410	324	79.0	363	88.5	345	84.1	155	37.8
Pershing	445	306	68.8	297	66.7	262	58.9	169	38.0
Piper	320	229	71.6	252	78.8	261	81.6	74	23.1
<b>Grades7-8</b>									
Freedom	612	426	69.6	477	77.9	496	81.0	47	7.8
Heritage	600	360	60.0	391	65.2	164	27.3	17	2.8
<b>Total</b>	<b>3621</b>	<b>2443</b>	<b>67.5</b>	<b>2648</b>	<b>73.1</b>	<b>1963</b>	<b>54.2</b>	<b>720</b>	<b>19.9</b>

4-24-08

The three people from the school districts told us how the teachers bring new students who come to our schools up to par in reading, writing & math.

The schools have received the "SPOTLIGHT" Awards for several years bringing students from only knowing 3 or 4 letters of the Alphabet to 26 letters:

We are mandated to teach Special Ed.  
To provide Lunch & provide Public Education.

More parents are involved in free nightly English classes taught by teachers on their own time.

The board said you can see the salaries of teachers at CHAMPION.ORG.

The 100 Board commented how they are working hand in hand with the BDC & just got mentioned in the new NEWS Release of the BDC, another first.

The board members said they are looking for teachers that teach "OUTSIDE the Box!"

4-24-08 cont.

Ald Day commented that Berwyn has many great homes for sale that the 89.0299 percent of teachers who live outside Berwyn could purchase. - This was duly noted by the Board.

What is needed now is to find out where the "GRIP" money has gone that one time helped the Board get Books.

The 2 K to 8 Districts only have the Tapes and a dance & golf outing to raise money for Ed.

The South & the North Board Ed Foundation. Alderman Day donated \$200. to North & Promised to do the same for South at the next meeting.

Ald. Weiner promised to find out about the "GRIP" money.

Ald. Erickson promised to help work on an education pamphlet to show off the great work done at our Berwyn teachers.

4-24-68 cont.

Alld. Day volunteered to give IHR a week to teach at schools on music history & the FFA's.

Tony said he has used Alld Day at many Vets Day ceremonies.

We need a Resolution Thanking Teachers During Teacher Appreciation Week.

May 6th thru the 13th.

Alld. Wiener said he would put this together.

\* Also talked about Parking stickers for Teachers so they do get tickets.

\* Some crossing guards are not the best folks for the job. Should be reviewed.

\* Painting of Curbs & Tree trimming at Schools should be done before School Starts

4-24-08 cont.

The School Bd Complimented the City on  
Police Presence.

Next meeting in July to help get the  
School opening message out to the

City. Respectfully Submitted  
Thom J Day

Tony LAURETO  
Jan Galbraith

D 9 8 Tony@LAURETO.com  
D 100 jgalbraith@bsd100.org

Joanne Zandol

D 100

Lodnez100@aol.com

Maeb Weins

Joel Erickson

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

Michael Phelan  
6<sup>th</sup> Ward Alderman

Date: April 25, 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 25, 2008 at 9:10 a.m. -Berwyn City Hall-Council Chambers

Those in attendance: Aldermen: Skryd & Chapman, PW Director, Pat Ryan, BDC Dir.  
Tony Griffin

The matter discussed was referral item #10 dated 4/22/08 in regards to:

RFP for Seasonal Planting & Maintenance

It is the recommendation of the committee to:

Use the updated RFP to go out for bid and return bids by  
May 7<sup>th</sup> at 10:00 a.m.

Voting Aye: 2

Voting Nay: 0

Adjourned: \_\_\_\_\_

Michael Phelan-Chairman-Absent  
Nona Chapman-Member  
Michele Skryd-Member

The City of Berwyn

1-12



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: May 9, 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: May 9, 2008 at 10:30 a.m. -Berwyn City Hall-Council Chambers

Those in attendance: Aldermen: Skryd & Chapman, PW Director, Pat Ryan, Traffic Engineer, Nicole Campbell, Clerk Pavlik, BDC Kurtis Posgay

The matter discussed was referral item \_\_\_\_\_ dated \_\_\_\_\_ in regards to:

**Seasonal Planting Bids**

It is the recommendation of the committee that :

We approve McAdams pending watering information

Voting Aye: 2

Voting Nay: 0

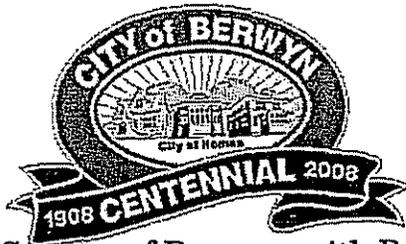
Adjourned: 11:00 a.m.

Michael Phelan-Chairman-Absent  
Nona Chapman-Member  
Michele Skryd-Member



The City of Berwyn

4-13



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 25, 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 25, 2008 at 9:10 a.m. - Berwyn City Hall-Council Chambers

Those in attendance: Aldermen: Skryd & Chapman, PW Director, Pat Ryan, BDC Dir. Tony Griffin

The matter discussed was referral item #36 dated 4/22/08 in regards to:

Sidewalk, Curbs & Gutter Repairs

It is the recommendation of the committee to:

Contract with Gem Construction, Inc.

Voting Aye: 2

Voting Nay: 0

Adjourned: \_\_\_\_\_

Michael Phelan-Chairman-Absent  
Nona Chapman-Member  
Michele Skryd-Member

# Section J

## Staff Reports

5-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 05/13/08

**Deferred Communication**

Agenda Item J-1 is a Deferred Communication from C C Meeting dated 04/22/08 Agenda item #21

FROM PUBLIC WORKS DIR. PAT RYAN

Re: APPROVAL TO BID RIDGELAND AVE ALLEY INSTALLATION

\_\_\_\_\_



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

ITEM NO. 27

DATE APR 22 2008

DISPOSITION

*Skryd*

April 18, 2008

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Approval to Bid Ridgeland Ave Alley Installation

Public Works has been working with the Berwyn law department and Alderman Michelle Skryd to install concrete alleys behind the west side of Ridgeland Avenue at 28<sup>th</sup> Street and Place. There are two dirt paths currently at this location.

Frank Novotny has reviewed the projects and projects the cost to be \$85,340.50. Most of the funds will come from a special legislative grant. Final specifications and bid documents will be complete by mid May with a bid opening scheduled for early June, 2008.

**Recommended Actions;**

Staff recommends the City Council approve the bidding of concrete alley construction on the west side of Ridgeland Avenue at 28<sup>th</sup> Street and Place. There are two dirt paths currently at this location.



# Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers  
Municipal Consultants

April 17, 2008

Mr. Patrick Ryan  
Director of Public Works  
City of Berwyn  
1 Public Works Drive  
Berwyn, Illinois 60402

Re: 2008 Alley Improvements

Dear Pat:

As per our recent discussion, I have prepared a Preliminary Construction Cost Estimate to construct two (2) concrete alleys in the newly dedicated north-south alley right-of-ways located west of Ridgeland Avenue, between baseball alley and the east-west alley north of 28<sup>th</sup> Place.

It is our understanding that the City Council has an interest in adding these alleys to the "Ogden Avenue Alley Improvements – Phase 1" project, which is currently scheduled to go out for bid in the next month or so.

Enclosed please find one (1) copy of the estimate, in the amount of \$72,340.50. The following is a detailed breakdown of all estimated costs required to perform this work:

Estimated Construction Costs .....	\$72,340.50
Estimated Engineering & Material Testing Costs .....	<u>\$13,000.00</u>
Total Estimated Cost .....	\$85,340.50

This information is being submitted for your review and use in coordination with the City Council.

Please feel free to contact me if you should have any questions.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce  
Enclosure  
cc: File No. 06360 & 06320

**COST ESTIMATE**

Date: 4/18/2008

Page 1 Of 1

PROJECT NO : 06360

OWNER: City of Berwyn  
 PROJECT DESCRIPTION: 28th Place Alley Improvements

Item No	Description	Unit	Quantity	Unit Price	Amount
1	Earth Excavation	C.Y.	199	\$ 30.00	\$ 5,970.00
2	Trench Backfill, Compacted	C.Y.	95	32.00	\$ 3,040.00
3	Porous Granular Backfill	C.Y.	10	40.00	\$ 400.00
4	Pavement Removal	S.Y.	48	15.00	\$ 720.00
5	Driveway Pavement Removal	S.Y.	51	15.00	\$ 765.00
6	P.C. Concrete Driveway Pavement, 7"	S.Y.	62	37.00	\$ 2,294.00
7	P.C. Concrete Alley Pavement, 8"	S.Y.	488	37.00	\$ 18,056.00
8	P.C. Concrete Pavement, 8"	S.Y.	48	37.00	\$ 1,776.00
9	Pavement Replacement - Surface Course, 3"	S.Y.	14	45.00	\$ 630.00
10	Pavement Removal and Replacement, 8" P.C. Concrete Base and 3" Hot-Mix Asphalt Surface	S.Y.	7	125.00	\$ 875.00
11	Curing Membrane and Protective Coat	S.Y.	634	1.50	\$ 951.00
12	Sodding	S.Y.	63	5.00	\$ 315.00
13	Seeding, Special	S.Y.	64	4.00	\$ 256.00
14	Topsoil, Furnish and Place	S.Y.	128	10.00	\$ 1,280.00
15	Combination Curb and Gutter Removal	FOOT	116	5.00	\$ 580.00
16	Combination Concrete Curb and Gutter, Type B-6.12	FOOT	116	15.00	\$ 1,740.00
17	P.C. Concrete Garage Alley Ramps	FOOT	25	15.00	\$ 375.00
18	Storm Sewers, Type 2, PVC SDR 26, 10"	FOOT	194	46.00	\$ 8,924.00
19	Storm Sewers, Type 2, PVC SDR 26, 6"	FOOT	106	60.00	\$ 6,360.00
20	Pipe Underdrains, 4"	FOOT	31	35.00	\$ 1,085.00
21	Sidewalk Removal	S.F.	257	2.00	\$ 514.00
22	P.C. Concrete Sidewalk, 5"	S.F.	257	3.50	\$ 899.50
23	Detectable Warnings	S.F.	34	15.00	\$ 510.00
24	Incidental Hot-Mix Asphalt Surfacing, Mix-C, N50(IL-9 5mm)	TON	2	250.00	\$ 500.00
25	Aggregate Base Course, Type B	TON	61	25.00	\$ 1,525.00
26	Catch Basins, Type C	EACH	2	2,000.00	\$ 4,000.00
27	Manholes, Type A, 4' Dia	EACH	1	3,000.00	\$ 3,000.00
28	Yard Drains, 8"	EACH	5	800.00	\$ 4,000.00
29	Guard Posts	EACH	2	500.00	\$ 1,000.00
					\$ -
<b>CONSTRUCTION TOTAL:</b>					<b>\$ 72,340.50</b>

J-2

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 05/13/08

**Deferred Communication**

Agenda Item J-2 is a Deferred Communication from C C Meeting dated 04/22/08 Agenda item #28

FROM LAW DEPARTMENT

Re: SIGN ORDINANCE

\_\_\_\_\_



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

April 17, 2008

ITEM NO. 28  
DATE APR 22 2008  
DISPOSITION defer

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

**Re: Sign Ordinance**

Dear Mr. Pavlik:

Please put the attached ordinance on the April 22, 2008 agenda for consideration by Council per Alderman Skyd. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

## MEMORANDUM

TO: Richard Bruen

FROM: Elizabeth Shine Hermes

RE: Sign Ordinance Revisions - Alderman Michelle Skryd and Building Director LeBeau's comments and direction

DATE: April 18, 2008

---

You asked me to review the draft of a new sign ordinance for the City. I have reformatted the ordinance so it will be in proper form for codification. I have done a preliminary review and as to the substance and language of the ordinance and made suggestions for consideration by the Alderman for the following and the directions to me are underlined:

1. Section 4.8.2: *"Repainting a sign constitutes a new sign which requires a permit."* Repainting a sign seems to be more normal maintenance and repair which is allowed under 4.9.3.2. Requiring a new permit every time an owner wants to update a deteriorating sign may prevent owners from actually repainting the signs. The Alderman and the Building Director have indicated this should remain as it was originally written.

2. Section 4.9 Nonconforming Uses. This intent of this section is confusing, the language does not match the what I believe is the intent the a nonconforming sign constitutes. I would recommend rewording this section to reflect that a nonconforming sign is a sign which was legal when it was erected but now does not conform to the current City regulations and if certain conditions occur or if an amortization period runs out then these sign will be nonconforming signs which must be removed. The Alderman and the Building Director have indicated this should remain as it was originally written.

3. Section 4.9.3.7 which states *"The nonconforming signs of any business or other activity which changes ownership but which continues the operation of the business or activity may be continued as legal nonconforming signs for a period of ninety (90) days."* This section may be overreaching, it reads as though the City is attempting to penalize businesses for restructuring ownership. Section 4.9.3.6 covers changes in the type of business and this section should be sufficient. Could be tweaked but the Alderman and Building Director have indicated it is clear and accomplishing what they intend.

4. Section 4.10.1.2 *"Any sign, wherever located, which refers to a business or*

*other activity, which has become vacant and remains vacant for a period of 30 days."* and Section 4.10.1.3 "*Any sign, other than a real estate sign, which refers to a property, location or activity which has become vacant and remains vacant for a period of 30 days*" need to be clarified by combining these sections into one to state "*Any sign, wherever located, other than a real estate sign which refers to a business, property, location or other activity which has become vacant and remains vacant for a period of 30 days*". The Alderman and the Building Director have indicated 4.10.3 may be omitted.

5. Section 4.11.6 "*Outdoor Advertising Signs*" and Section 4.11.7 "*Cornerstones*" are exempted. By exempting these two types of signs from regulations but not wall signs or ground signs may be problematic. The Alderman and the Building Director have indicated 4.11.6 and 4.11.7 may be omitted, however I have left 4.11.6 in exemptions because those signs are regulated under a different ordinance therefore it should remain exempt from these regulations.

6. Section 4.11.9 states "*Political signs must not be erected more than sixty (60) days prior to an election and removed within four (4) days following the election.*" It should be noted that the City cannot restrict political signs just because they are political signs, even when the restriction is to maintain the aesthetics of the City or to promote the safety of the citizens by preventing traffic problems. However, if the City adopts a carefully-worded sign provision regulating political signs which are reasonable and does not censor the message then the provision may survive a challenge. Therefore the sixty (60) day part of the provision is reasonable but the four (4) day removal is skeptical. Maybe try a seven (7) or ten (10) day removal provision to be more reasonable. The Alderman and the Building Director have indicated seven (7) days will be an acceptable change.

7. Section 4.11.16 regarding flags may avoid confusion by residents if stated more simply "*Official flags, pennants, or insignia of any governmental or nonprofit organization.*" or "*Flags of any country, state, or unit of local government.*" This way the City does not inadvertently leave out any specific country, nationality or culture. The Alderman and the Building Director suggested a combination of the two definitions to read " *Official flags, pennants or insignia of any governmental or nonprofit organization and flags of any country.*"

8. Section 4.12.5 "*Any sign affixed to a utility pole, public light or street light, traffic control device or similar standard used for lighting, such as parking lot lights.*" The City may want to remove the parking lot light provision. This would inadvertently prohibit towing notifications that the City or private owners may want to display. If you don't want to remove that part then add an exception for towing signs. The Alderman and the Building Director have indicated an exemption for towing signs may be added to the Ordinance.

9. Section 4.9.4 is regarding Amortization. Amortization may be difficult to

enforce therefore the City may want to extend the time period to allow for sign owners to come into compliance voluntarily. The Alderman and the Building Director have indicated this should remain as it was originally written.

10. Section 5.8 states " A sign located on an awning shall be affixed flat to the surface thereof, be nonilluminated, and shall indicate...." However, Section 5.8.1 states "If awnings are lit, it should be from an outside source." This is confusing and should be rectified. The Alderman and the Building Director have indicated 5.8.1 may be omitted.

11. Section 6.2.1 "*Existing bubble awnings shall be removed by June 1, 2009.*" Since the City wants to prohibit such signs, I would make the removal date consistent with the recommended amortization period. The Alderman and the Building Director have indicated an extension until 2010, to follow with the amortization period, is an acceptable change.

12. Section 10.3 Variations. While the purpose of this section is understandable, this may lead to inconsistent sizes, locations and type of signs, signs which are not in compliance with the Code, regulation based on content issues and could lead to more exceptions than there are rules. Should this section remain, however, I would recommend at least removing 10.3.2.7 which allows for variations to the amortization requirements. This could lead to problems of one owner receiving an extension of time to remove the sign but other owners not receiving the same extension of time. The Alderman and the Building Director have indicated Section 10.3.2.7 may be omitted.

I am now revising the draft of the ordinance pursuant to their requests. However I believe there could be a more extensive review if time were allowed.

---

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

---

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

---

AN ORDINANCE AMENDING CHAPTER 1476 OF THE CODIFIED  
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

---

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

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

---

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

AN ORDINANCE AMENDING CHAPTER 1476 OF THE CODIFIED ORDINANCES OF  
THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

---

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

WHEREAS, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") established specific limits on signage within the City for aesthetic and safety reasons after determining that signs can detract from the aesthetic beauty of the City and that unregulated sign proliferation may contribute to the lowering of property values; and

WHEREAS, the **DRAFT** Corporate Authorities find that limiting the number, type, and dimension of signs in accordance with prescribed regulations that balance the right to communicate via signs and the protection of community interests is in the best interest of the City; and

WHEREAS, the Corporate Authorities declare that it is the intent of the City when establishing regulations pertaining to the number, type and dimensions of signs to approved or disapproved the placement of a sign without material regard to the content to be posted on a sign; and

WHEREAS, the Corporate Authorities have adopted Sign regulations in Chapter 1476, which have been amended from time to time;

WHEREAS, the City Council has further decided to amend the Codified Ordinances to provide for more comprehensive regulation of signs.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Berwyn, Cook County, Illinois, in the exercise of its Home Rule Powers, as follows:

Section 1. Chapter 1476 entitled "Signs" of the Codified Ordinances of the City of Berwyn is hereby repealed and replaced in its entirety by the following:

**CHAPTER 1476    SIGNS**

**1476.01    Title.**

This Chapter shall be known, cited and referred to as the Berwyn Sign Act.

**1476.02    Purpose and Intent.**

This Chapter is enacted for the following purposes.

- DRAFT**
1. To protect and enhance the character, property values and stability of new and existing residential neighborhoods and commercial and industrial districts in the City.
  2. To establish a regulatory framework for the use of signs as an adjunct to economic and social activities of the residents, institutions and businesses of the community.
  3. To conserve the taxable value of land and buildings.
  4. To reduce sign clutter and to eliminate the potential for the distraction of motorists and the degradation of the appearance of the community that results from an excessive number of signs.
  5. To protect aesthetic values and to establish and maintain standards of community appearance with respect to signs, canopies and awnings.
  6. To provide standards and procedures for the removal, elimination or relocation of signs, which fail to conform to those standards as established herein.

7. To establish an administrative framework for the enforcement of the standards and regulations established herein.
8. To provide for the licensing of sign contractors.
9. To further accomplish the general purpose and intent of the Codified Ordinances of the City.
10. To implement, in part, the Comprehensive Plan of the City.
11. To promote and protect the health, safety, morals, comfort, convenience and general welfare of the people of the City.

**1476.03 Definitions.**

Unless otherwise stated, the following terms shall, for the purpose of this Chapter, have the meaning indicated in this Article words used in the present tense include the future. Words used in the masculine gender include the feminine and neuter. The singular number includes the plural and the plural the singular. Where terms are not defined herein, they shall have their ordinary accepted meanings or such as the context shall imply:

1. Abandoned Sign: DRAFT A sign no longer correctly advertising a bona fide business, institution, lessor, owner, product or activity available or located on the premises where the sign is displayed. See also Section 1476.04(I)
2. Accessory Sign: All other permanent signs, other than those referred to in Section 1476.04(A) herein, shall be considered accessory signs, including on-site directional signs for vehicles and pedestrians, parking restrictions, warnings and other similar signs. See also Section 1476.04(A) and Section 1476.08(B).
3. A-frame: A temporary sign, otherwise known as a sandwich board, which is not generally mounted to the ground. It is a double sided sign connected at the top and separated at the bottom.
4. Architectural Materials: Shall mean building materials used in or customarily used in the construction of the exterior of a building or the particular materials used in the construction of the exterior of any building which displays a cornerstone as defined herein.

5. Awning: An structure, as of canvas, extended before a window, door, etc. as a protection from sun or rain. Any sign which is attached to or made a part of an awning shall be a measured sign for purposes of this Chapter.
6. Backlighted Letter: An illuminated reverse channel letter (open or translucent back) configured so light from the letter is directed against the surface behind the letter producing a halo lighting effect around the letter.
7. Banner Sign: A sign made of fabric or any non-rigid material with no enclosing framework. A banner sign shall be a temporary sign as regulated by this Chapter. See also Section 1476.05(H)(6).
8. Bench Any bench, chair, seat or structure upon which a person may sit and which directs attention to a business, commodity service or entertainment conducted, sold or offered for sale. Bench signs are prohibited in the City.
9. Billboard: See Section 1476.03(37).
10. Building Director: Shall mean building director or designee thereof.
11. Cabinet Sign: A lettered glass or plastic panel lit by fluorescent lighting behind. This signage is prohibited in the business districts (C-1 C-2, and C-3).
12. Changeable Copy Sign: Any sign on which the message, letters, characters, illustrations or other symbols can be changed, replaced or rearranged on the surface of the sign. This signage is prohibited in the business districts. (C-1, C-2, C-3). See also Section 1476.05(I).
13. Channel Letter: A fabricated or formed three-dimensional letter that may accommodate a light source.
14. City: Shall mean the City of Berwyn, Illinois.
15. Construction Sign: A sign identifying the designers, contractor and financiers and other information regarding a project on the site where the sign is located. See also Section 1476.109(B)(1).

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16. Cornerstone: Shall mean a permanent sign showing the name of the building, address, date of construction, name of the architect, name of the owner or similar information concerning a building, provided that where such sign is not integral with the design and structure of the building it shall consist of a cast metal plaque or similar object permanently affixed to the building. Included in the definition of cornerstone are the name of the building when presented as a part of the facade of the building, and decorative trim or other decoration device when designed and constructed as an integral part of the building, provided the same is purely ornamental and does not represent any trademark, logotype or other reference to the owner of the building or the products or services offered therein. No cornerstone may be a roof sign, or projecting sign or a painted sign and must be 'part of' as distinguished from 'attached to' a principal or accessory building.
17. Deteriorated: When applied to a sign or sign face shall mean a change in the condition of the sign such that structural members are weakened; fastenings are weakened or loosened; anchors are weakened or loosened; components of the sign such as letters, glass tubing, trim, access plate or other parts have become weakened, loosened, displaced or damaged, paint or other protective covering is worn away, flaked, peeling or loosened in whole or in part, and/or the sign face is flaked, peeling, worn away or damaged. A deteriorated sign or sign component need not be an unsafe sign or component and need not pose an immediate safety hazard.
18. Development Sign: A monument sign placed at the entrance to a residential, commercial or industrial subdivision, indicating the name of said subdivision.
19. Directional Sign: A sign designating the location or direction of any place or area.
20. Directory: Any permanent, enclosed changeable copy sign used to identify the occupants of a building or group of buildings and their location within the same. See also Section 1476.05(F).

DRAFT

21. Electrical Sign: Shall mean any sign containing electrical wiring or any sign which is attached to or intended to be attached to an electrical power source including batteries or solar cells or any sign which is lighted by an electrical light source attached to the sign for purpose of providing light upon the sign surface.
22. Erect: As applied to signs and as used in this Chapter, shall mean the act of construction, placing, displaying, erecting, relocating or painting in place a sign, and shall not include the printing fabrication or painting of signs in a sign shop or in a location other than where the sign is to be displayed or any permitted aspect of sign maintenance when applied to an existing sign. Repainting an existing sign constitutes a new sign which requires a permit.
23. Eye Catcher: Shall mean a temporary sign or device which flutters or moves in the wind, which revolves, moves or changes shape, or which reflects light in a startling or unusual way or which emits light, changes color, or turns on and off in such a way as to attract or capture the attention of a passerby. For the purposes of this definition, it shall not be a requirement that eye catchers set forth any particular message or other information. However, the presence of a message or other information attached to or incorporated into the design of the eye catcher as defined herein shall not serve to classify it as any type of sign other than an eye catcher. Included here are strings of flags, pennants, whirly gigs, balloons or other inflatable items, or other wind-driven devices, flashing lights, search lights, novelty items or similar devices but without limitation to their being specifically included herein. Said type of sign is prohibited.
24. Facade: Shall be all window and wall area in the front plane or elevation of a building or storefront. In the case of a two-story building, only the first level shall be used in calculating the facade area. For purposes of calculating wall signage, if the facade is not a straight line, the facade shall be the lineal distance measured from corner to corner at grade level.

DRAFT

25. Firm: Shall mean any partnership, corporation, group or association whether constituted on a for-profit or not-for-profit basis.
26. Flag: Shall be a lightweight fabric, or other material with patterns and colors, which is meant to move in the wind. Flags of any political subdivision, corporation, church, nation or organization, or those flags which celebrate a holiday or season are allowed All other flags are prohibited.
27. Frontage: Shall mean, for the purposes of this Chapter only, a lot line or the length of a lot line, which is also the line of any public street right-of-way other than an alley. The frontage of the lot or parcel that is legally created or described as extending to the center line of a street shall be measured along the line which denotes the edge or boundary of the easement established for the street. The street shall exist or have been created for street purposes and may be a limited access or controlled access roadway but shall not be a utility right-of-way, drainage way, park or railroad and shall not be an alley.
28. Ground Sign: **DRAFT** A free standing sign permanently attached to or supported by a foundation. Not attached to any building. Some examples of ground signs include, but are not limited to, pole signs and monument signs.
29. H-Channel Letter: A dimensional letter with baffles at the center of the cross-sectional shape for support of neon tubing and mounting of transformers.
30. Illegible: When applied to a sign shall mean any sign on which there are missing letters or words, a deteriorated sign face or an obscured sign face such that the recognition of the symbols or words or the cognition of the sign message is not immediate, requires a longer time than would be required if the missing, damaged or obscured parts were repaired or replaced. Any sign on which ten percent of the letters, words or symbols are missing, damaged or obscured shall be considered illegible for purposes of this Chapter.
31. Linear Feet: Shall mean the measurement of distance per foot in a straight line.

32. Maintain: Shall mean the act of restoring, preserving, refurbishing, cleaning, renewing, painting, repainting, or keeping within the public view the sign or signs.
33. Marquee: Shall mean and include any fixed hood or canopy, constructed of metal or other incombustible material and extending over the public right-of-way and providing a roof over the entrance of a theater, hotel, motel, restaurant, auditorium or similar use. See also Section 1476.05(K).
34. Measured Sign: All permanent signs for which this Chapter establishes restrictions upon the area of the sign or upon the total area of the signage to be displayed upon a lot.
35. Measured Sign Area: Shall mean the area of the sign face determined in one of the following ways and upon which the regulations of the amount of signage permitted by this Chapter is based:
- a. The measured sign area shall be taken as the area inside a perimeter determined by connecting with straight line segments the extreme outside corners or edges of the sign face. When individual letters are used, the sign area shall be determined by the above procedure and shall include all of the blank space, as well as the individual letters, in the square foot area thus determined.
  - b. Where the sign contains more than one face facing in the same direction, the perimeter shall enclose all such faces.
  - c. Where the sign contains identical faces facing in opposite directions, the measured sign area shall only be counted once.
  - d. All measurements shall be made from the actual sign or from scaled drawings and shall be accurate within one square foot All measured sign areas are expressed in square feet.
36. Name Plate: Shall mean a sign containing the name or street address and occupation or profession of the occupant of a building.

37. Off-premise Sign: Shall mean a sign, other than an outdoor advertising sign, which refers to a place of business or event at a location other than the lot upon which the sign is erected. Off-premise signs are prohibited in the City.
38. Outdoor Advertising Sign (Also "Billboard"): Shall mean a sign, sign board, wall or other framework, device or other structure erected and maintained for the purpose of displaying commercial and other message for hire. See Sections 1476.04(K) and 1476.04(L). Outdoor advertising signs shall be removed by June 1, 2009.
39. Painted Wall Sign: Shall mean any wall sign that is applied directly to the wall or other surface of any existing building or other structure without any support or surface preparation other than paint, primer, or similar products or materials. A painted wall sign is a prohibited sign. Existing painted wall signs shall be removed by June 1, 2009. See Section 1476.04(L).
40. Pennant: Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in strips, designed to move in the wind. This is considered an eye-catcher and hence is prohibited.
41. Person: Shall mean a person, partnership, corporation, firm, association or other body or individual.
42. Pole Sign: A type of ground sign.
43. Portable Sign: Shall mean any temporary ground sign or any other ground sign that does not conform to the regulations for sign construction and erection. Portable signs are prohibited in the City. See also Section 1476.04(L).
44. Projecting Sign: Shall mean any sign which is attached to a building or other structure and projects into or overhangs the public right-of-way or other public land except that a wall sign the face of which is parallel to the wall upon which it is located and which projects is not more than one foot into the public right-of-way or other public land shall not be considered a projecting sign for the purposes of this Chapter. Projecting signs are

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prohibited in the City. Existing projecting signs shall be removed by June 1, 2009.

45. Real Estate Sign: Any sign indicating that the premises upon which it is located is available for sale or lease. A real estate sign may be either a ground sign or a wall sign. Real estate signs must conform to the requirements of Section 1476.05(J).
46. Relocatable Sign: (Mobile sign) shall mean a permanent sign which is designed to be moved from one location to another for the purpose of advertising events or locations including trailer signs, and including signs that have either a fixed message or changeable copy message board. Such relocatable signs are prohibited in the City. See also Section 1476.04(L).
47. Reverse Channel Letter: A fabricated dimensional letter with opaque face and side walls.
48. Roof Sign: Shall mean any sign erected or constructed on or over the roof of any building or other structure or which extends above the cornice line of the building upon which it is located and supported in whole or in part by such building or structure. Roof signs are prohibited in the City. Existing roof signs shall be removed within 60 days of the date of adoption of this Chapter. See also Section 1476.04(L).
49. Rotating or Moving Sign: Any sign which revolves, rotates, swings, undulates, or otherwise attracts attention by moving parts, whether operated by mechanical equipment or by natural sources, but not including flags or banners. Rotating or Moving signs are prohibited in the City.
50. Sign: Shall mean any placard, announcement, illustration, depiction, insignia, banner, fixture, or other object used to advertise or promote the interests of any person, product, event or other activity when placed out of doors or in a window, or other building opening in view of the general public or private property. The term shall include any supporting structure or trim and shall also include any light or sound emitted from such sign or object the purpose of which is to attract attention to the sign and any light or light fixture to sole purpose of which is to illuminate such sign.

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51. Signage: Shall mean the collection, aggregation or sum total of signs located on a lot, pertaining to a particular use or class of uses, subject to a particular regulation or standard, or however else aggregated.
52. Sign Components: For the purpose of this regulation, there are three components to a sign: the sign face, the supporting structure and the structural trim.
53. Sign Band: Shall mean the horizontal wall area immediately over the storefront and below the second floor line.
54. Sign Face: Shall mean the surface of the sign upon which the message, logotype, symbol, or other device is located including surrounding moldings, trim, decorative trim or any portion of the sign which is painted with a distinctive color scheme or in colors which contrast in hue or value with the painted or natural colors of the supporting structure or structural trim, if any.
55. Skeleton Sign: Shall mean a measured sign where individual letters are bracketed to a free-standing support. See also Section 1476.05(A)(5)(a)
56. Snipe Sign: A temporary sign or poster affixed to a tree, fence, etc.
57. Solid Sign: For purposes of construction specifications, a non-skeleton sign. See also Sections 1476.05(A)(5)(a) and 1476.05(A)(5)(b).
58. Structural Trim: Shall mean any battens, capping, nailing strips, laticing, platforms, railings and light fixtures attached to or used in conjunction with a sign.
59. Supporting Structure: Shall mean all load bearing members including uprights, cross bars, diagonal braces, guys, light fixture supports and similar components. The exposed back of any sign face shall be considered part of the structure.
60. Swinging Sign: A sign that is installed on an arm or mast or spar that is not, in addition permanently attached to an adjacent wall or upright. Swinging signs are prohibited. See also Section 1476.04(L).

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- 61. Temporary Sign: Any sign irrespective of the type of sign or the materials used for its construction which is restricted by the terms of this Chapter as to the length of time that it may be erected, maintained, used or displayed. See also Section 1476.04(B), and Section 1476.09.
- 62. Wall Sign: Any sign which is attached to and supported by the wall of a building or other structure provided the sign face is parallel to the wall to which the sign is attached. See also Section 1476.05(D).
- 63. Window Sign: Any permanent sign displayed inside the window or a doorway of a building or upon the interior wall of a building opposite a window in such a way as to be clearly visible from the outside. See also Section 1476.05(G).

**1476.04 General Regulations.**

The standards, regulations and procedures established by this Chapter shall apply to all signs erected, displayed or maintained in the City, including all exterior signs and all interior signs located in windows, doorways or other building openings which are clearly visible from the building exterior, except for exempt signs as provided in Section 1476.04(J).

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**(A) Sign Area.**

- 1. Wall sign area shall not exceed one and one-half (1.5) square feet per lineal foot of lot frontage. See sections 1476.05(D), 1476.07(A) and 1476.07(B).
- 2. Ground sign area shall not exceed one-half (.5) square feet per lineal foot of lot frontage. See sections 1476.05(E), 1476.07(A) and 1476.07(B).

**(B) Classification of Signs.**

For purposes of this Chapter, signs are classified into three groups as follows:

- 1. Measured Signs: All permanent signs for which this Chapter establishes restrictions upon the area of the sign or upon the total area of the signage to be displayed upon a lot including all business identification and on-premise advertising signs
- 2. Accessory Signs: All other permanent signs shall be considered accessory signs including on-site directional signs for vehicles and pedestrians, parking restrictions, warning and similar signs.

Any accessory sign that exceeds the size limitations established by this Chapter for such signs or any accessory sign which bears a logotype, corporation symbol, or similar device in excess of the standards established for such names shall become a measured sign and part of the regulated area of the signage.

3. Temporary Signs: A temporary sign is any sign irrespective of the type of sign or the materials used for its construction which is restricted by the terms of this Chapter as to the length of time that it may be erected, maintained, used or displayed. In addition, the term "temporary sign" shall include any sign constructed of temporary, unsubstantial or inherently fragile materials such as paper, cardboard, water soluble paints and other such materials. See also Section 1476.09.

### (C) Permits.

Except as provided in Section 1476.04(K) and Section 1476.09, it shall be unlawful for any person to erect, modify, or maintain any measured sign or any temporary sign for which a permit is expressly required without first obtaining a Sign Permit from the Building Department and making payment of the fee required.

In addition, all electrical signs including, but not limited to, the wise exempt signs, electrical access signs and electrical temporary signs subject to the regulations of the Electrical Code of the City shall be subject to the permit and fee requirements established therein.

Application for Sign Permit an application for a sign permit shall be made upon forms provided by the Building Director and shall contain or have attached thereto the following information:

1. Name address and telephone number of the person responsible for the erection of the sign.
2. Name, address and telephone number of the owner of the sign if different from the above.
3. Name, address and telephone number of the owner of the property or building upon which the sign is to be erected, if different from the above.
4. The location of the property or building upon which the sign is to be erected.
5. A drawing or other representation of the sign, showing the height and position of the sign and its relationship to lot lines, building set back lines,

buildings or other structures on the property, if any; and buildings or other structures on the adjoining properties, if any. In the case of a wall sign, the location on the facade must be indicated.

6. Two sets of plans and specifications for the sign and its methods of attachment to either the ground or to a building, and one copy of a stress sheet and calculations bearing the seal of an architect, engineer, or manufacturer showing that the sign is designed for dead load and wind pressure as required by the Building Code of the City or other applicable ordinances of the City. This requirement may be waived for all wall signs and ground signs where the Building Director finds that he is provided with sufficient information in Section 1476.04 above to determine compliance with all of the requirements of this Chapter. His determination shall be based on consideration of location, size, weight, materials and method of attachment, none of which shall represent a threat to public safety.
7. Two sets of plans or other diagrams and specifications for all electrical components of the sign and the electrical service to the sign or the Underwriters Laboratories certificate number for the sign in question.
8. A written statement of the consent of the owner of the building or other structure or the land upon which the sign is to be erected.
9. A signed copy of the insurance policy or bond as required by Section 1476.04(E). **DRAFT**
10. Such other information as the Building Director shall require showing full compliance with this Chapter and all other applicable laws and ordinances of the City.
11. A receipt for the full amount of the fees required by this Chapter and for the erection of a sign and all other applicable ordinances of the City.
12. Signs installed without first obtaining a permit are illegal and shall be removed until such time as a permit is obtained. The permit fee for reinstalling such a sign shall be doubled and subject to fines per section 1444, and the sign shall not be reinstalled until such time as all requirements herein are complied with.
13. Issuance of Permits. Upon receipt of the completed application, the Building Director of the City shall review the application, plans, specifications and other information required and shall, where they deem necessary, inspect the site and location of the proposed sign, and upon reaching a determination that the proposed sign meets the requirements of this Chapter and all other applicable ordinances, shall issue a sign permit. If the proposed sign does not meet the requirements of the Chapter, the

applicant shall be informed in writing that his application has been deemed.

14. Revocation of Sign Permits. All rights and privileges acquired under the provisions of this Chapter are mere licenses and are revocable for cause by the Building Director. Further, if the work authorized by the sign permit is not completed within six months of the date of issuance of the permit or by the agreed date for the completion of the sign as shown on the permit, such permit shall become null and void. The Building Director may, upon written request, grant an extension of the completion date of up to three months.

**(D) Sign Contractor Registration.**

1. Registration Required. No person or firm shall perform any work or service for any other person, with or without compensation in connection with the erection, relocation, construction, reconstruction or maintenance of a sign as regulated by this Chapter unless the person or firm performing the work is a registered sign contractor with the City.
2. Exception. Notwithstanding the above requirement, a general contractor, or appropriate subcontractor may, in the normal course of the construction of a building, erect, construct or install a cornerstone or similar devices as provided in Section 17.04(t).
3. Application. Application for a sign contractor registration shall be made in writing to the City Collector and shall be accompanied by a statement of the applicant's qualifications, competency, the required license fee and bond or insurance policy as provided below.

**(E) Indemnification.**

1. Sign Contractor's Indemnification. All persons engaged in the business of erecting or maintaining signs in the City which involves, in whole or in part, the erection, installation, relocation, maintenance of a sign or other sign work immediately adjacent to a public right-of-way or in, over, or immediately adjacent to other public property so that a portion of the public right-of-way or public property is used or encroached upon by the sign contractor, shall agree to hold harmless and indemnify the City, its officers, agents and employees from any and all claims of negligence or damage suffered resulting from the erection, alteration, relocation, maintenance or other sign work insofar as this Chapter has not specifically directed the placement of a sign.

2. Bond Requirements. Every applicant for a permit required by this Chapter shall, before the permit is issued, file with the City Collector, a license bond in the sum of \$25,000 executed by the applicant and an approved surety company, and conditioned on the faithful observance of this Chapter and all amendments thereto and to the terms and conditions of any variations granted hereto and to any other law and ordinance of the City relating to signs, other advertising structures, marquees or awnings, of said applicant, or by reason of any damages or injury wrongfully caused by or resulting there from. In addition, a certificate of liability insurance issued by an insurance company authorized to do business in the State of Illinois, with bodily injury limits of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate and property damage insurance of at least \$500,000 per occurrence and \$500,000 aggregate. Registered sign contractors shall not be required to file such bond or liability insurance policy for each sign permit provided that the bond and policy is filed with the application for the contractor's registration and faithfully and continuously renewed. Such insurance shall not be cancelled or reduced without the insured giving thirty days written notice to the City of such cancellation or reduction.

**(F) Fees for Sign Permits.**

Fees for all required permits, plan reviews, inspections, electrical permits for signs, and annual fees on variances shall be paid in accordance with Chapter 1444 of this Code.

**(G) Inspections.**

All signs shall be subject to an initial inspection as provided herein and no person shall put into use or maintain in use any sign until a certificate of inspection has been affixed to the sign permit by the Building Department of the City.

Owner's Obligation. Whether or not an annual license or permit is required or issued, it shall be the obligation of the owner of any sign to maintain such a sign in conformance with the provisions of this Chapter at all times.

**(H) Maintenance of Signs.**

All signs shall be maintained in a safe, legible and good condition.

1. **Safety:** All signs shall be maintained to the same structural standards by which they were approved or, in the case of nonconforming signs, the standard by which they would have otherwise been approved. All metal parts which are subject to rust or corrosion shall be painted at all times, all anchors and other fastenings shall be maintained in a secure and functioning condition capable of sustaining the loads for

which they were designed. All sign faces shall be smooth and free from nails, tacks, wires, splinters and other hazards.

2. Legibility: All signs shall be maintained in a legible condition. Painted signs shall be repainted at such times as the deterioration of the paint results in illegibility or disfiguration. Repainting an existing sign constitutes a new sign which requires a permit.

3. Condition: All glass panes or panes of other materials that comprise the sign face shall be immediately replaced if broken. All electrical components, switches, lamps, relays, fuses and similar devices shall be maintained in good working order.

**(I) Nonconforming Signs.**

1. Any sign which was erected prior to the adoption of this Chapter or any sign that was erected in conformance with the requirements of the sign ordinance in effect at the time of its erection but which fails to meet the size, location or other applicable requirements of this Chapter, may be used, maintained, reused or relocated only in conformance with the following regulations:

a. **Inspections:** All nonconforming signs of a type for which an annual license is required shall be inspected and any deficiencies in the condition of the sign shall be corrected as provided in Section 1476.04(H).

b. **Fees:** All nonconforming signs of the types for which annual license fees are established as provided in Section 1444, shall be charged such fees. Failure to pay such annual fees in the manner prescribed shall be cause for the immediate removal of a nonconforming sign.

2. Removal of Nonconforming Signs. Notwithstanding the requirement for the payment of annual license fees, the following particular nonconforming signs shall be removed, relocated or rebuilt in a conforming manner in accordance with the following regulations:

a. Signs in which the sign face has been altered or replaced.

b. Signs that are altered in any way except for normal maintenance and repair.

- c. All nonconforming signs or all components of nonconforming signs which are prohibited signs as provided in Section 1476.04(L) other than signs described herein shall be removed as provided in Section 1476.04(I)(3) below and shall not be re-established.
- d. All nonconforming signs, which are abandoned signs as provided in Section 1476.04(J), shall be removed immediately upon passage of this Chapter.
- e. Any existing sign that the Police Department finds to be nonconforming with respect to Section 1476.05(B)(7) shall be removed immediately following notification by the Police Department. Such signs may be relocated or re-erected in a conforming manner.
- f. The nonconforming signs of any business or other legal entity which ceases the activities to which the signs apply or which is replaced by a different business or other entity shall be removed, relocated or rebuilt in a conforming manner. Relocating or rebuilding a sign constitutes a new sign which requires a permit.
- g. The nonconforming signs of any business or other activity which changes ownership but which continues the operation of the business or activity may be continued as legal nonconforming signs for a period of ninety (90) days.
- h. All temporary nonconforming signs shall be removed and shall not be reestablished except in compliance with this Chapter immediately following the date of the event to which the signs pertain or, in cases where no such date is specified, either by ordinance or by permit, within thirty (30) days.
- i. Any nonconforming sign, which the Building Director finds to be unsafe, shall be removed immediately.

3. Amortization of Nonconforming Signs. Not later than two years from the date of passage of this Chapter, all nonconforming signs must be removed or brought into full compliance with the requirements herein.

**(J) Abandoned Signs.**

The following regulations shall govern abandoned signs.

1. Abandoned Signs defined. For the purpose of this Chapter, the following signs shall be deemed abandoned:

- a. Any sign, which is located on property which becomes vacant and which remains vacant for a period of 30 days except that real estate signs in accordance with Section 1476.05(J) may be displayed thereon.
- b. Any sign, wherever located, which refers to a business or other activity, which has become vacant and remains vacant for a period of 30 days.
- c. Any sign for which an annual permit or license fee is charged and where the owner of such sign fails to obtain such permit or license within 60 days of inspection and proper notification.
- d. Any sign announcing an event or the date or dates of an event which has passed, except permanent signs announcing the opening of a new business or activity provided that the references to the dates of the opening are removed upon opening. See also Section 1476.09(B)(2)(d).
- e. Any dilapidated, deteriorated, unreadable, illegible, structurally unsound, or unsafe sign.

2. Removal of Abandoned Signs. It shall be the responsibility of the owner of any property upon which an abandoned sign is located to remove such sign either immediately or within the time period otherwise established in Section 1476.04(J)(1) above. Removal of an abandoned sign shall include the removal of the entire sign including the sign face, supporting structure and structural trim. Where the owner of the property on which an abandoned sign is located fails to remove such sign in a timely manner, the Building Director may remove such sign. Any expense directly incurred in the removal of such sign shall be charged to the owner of the property. Where the owner fails to pay, the City may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.

**(K) Exemptions.**

The provisions and regulations of this Chapter shall not apply to the following signs; provided, however, that such signs shall be subject to the Electrical Code of the City, the regulations governing the removal of unsafe and unlawful signs, and the regulations herein.

1. Traffic control signs, warning signs and temporary construction and routing signs erected, maintained or operated by a governmental agency in conformance with the Manual for Uniform Traffic Control Devices.

2. Signs authorized and erected by the City, including public notices posted by public officials or employees in the performance of their duties.
3. The signs of any other governmental agency erected and maintained in the furtherance of agency's official mission, duties and responsibilities.
4. Warning signs placed by utility companies or others in areas of danger that are accessible to the public.
5. Identification tags, labels, plaques and signs used by utility companies and other organizations to identify fixed operating equipment and for similar purposes.
6. Signs on poles which indicate towing regulations or restrictions.
7. Homeowner's signs indicating items of personal property "for sale", "beware of dog", "no trespassing" and similar signs may be displayed upon residential property provided such signs pertain to an actual offering for sale or announce an actual warning and provided further that such signs do not exceed two square feet in area and are not located in any required yard.
8. Outdoor advertising sign (including legal nonconforming outdoor advertising signs) erected and maintained in conformance with the Outdoor Advertising Ordinance of the City
9. Political signs may be displayed without permit provided that such signs are not located in the public right-of-way, attached to utility poles or trees and provided further that such signs are erected not more than sixty (60) days prior to the applicable election or referendum and are removed within seven (7) days after the election or referendum.
10. Religious signs may be displayed without permit provided that such signs are not located in the public right-of-way or attached to utility poles or trees. Not included in this exempt section are signs identifying places of religious worship, which are considered measured signs and included in the terms of this Chapter.
11. Real estate signs in conformance with the requirements of Section 1476.05(J) herein.
12. Seasonal decorations, including items of a primarily decorative nature associated with national, local or religious holidays. Such seasonal decorations visible from the public right-of-way shall be removed within thirty (30) days after the event.

13. Snipe signs and temporary signs advertising garage sales, estate sales, bazaars, and rummage sales and similar events may be displayed during the time of the event. Such signs shall not be attached to any utility poles, light standard, tree, or placed in any right-of-way.
14. Temporary window signs of non-permanent materials such as paper, poster board or similar materials may be displayed in any window provided such signs do not occupy more than 20% of the area of the window. However, such signage may not obscure entry areas or prevent the general public or public safety personnel from viewing interior or exterior activity.
15. Signs on vehicles provided such signs are not relocatable signs as regulated by this Chapter and provided further that such vehicles are fully operable and licensed by the State of Illinois and are being operated in normal and customary fashion. Such signs are limited by the provisions of Section 1476.04(L)(7) herein.
16. Official flags, pennants or insignia of any governmental or nonprofit organization and flags of any country.
17. Construction signs. See Section 1476.09(B) for requirements.
18. Any sign designated by the Historic Preservation Commission as having a historic quality.

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**(L) Prohibited Signs.**

The following signs, parts of signs, characteristics of signs, and sign-like objects are prohibited and may not be erected, maintained, continued or used in the City:

1. Any sign or similar object, color, light, shape or combination thereof which resembles an official traffic control device or sign, or is a representation of such a traffic control device or sign.
2. Any obscene language or graphic material or other representation of an obscenity or obscene act.
3. Any sign, signal or similar device which emits music, speech, simulated speech or any other sound on a regular or intermittent basis.
4. Any sign affixed to a tree.
5. Any sign affixed to a utility pole, public light or street light, traffic control device or similar standard used for lighting, such as parking lot lights.

6. Any sign or similar device, which contains a strobe light or any other high intensity light, which is emitted on a periodic or intermittent basis, or any such light used as an eye catcher.
7. Any sign attached or painted onto an inoperable or unlicensed motor vehicle or any sign attached to a licensed vehicle within 50' of the public right-of-way or on the property to which the sign thereon refers.
8. Any outdoor advertising sign which is not a permitted sign (including legal nonconforming outdoor advertising signs) under the Berwyn Outdoor Advertising Sign Ordinance. Outdoor advertising signs shall be removed by June 1, 2009.
9. Bench signs as defined herein.
10. Cross-Street Banners. Banners strung across the public right-of-way are prohibited.
11. Rotating or moving signs as defined herein.
12. Eye catchers as defined herein.
13. Any off-premise sign as defined herein.
14. Portable sign as defined herein.
15. Painted wall signs as defined herein. Existing painted wall signs shall be removed by June 1, 2009.
16. Projecting signs as defined herein. Existing projecting signs shall be removed by June 1, 2009.
17. Relocatable (mobile) signs as defined herein.
18. Roof signs as defined herein. Existing roof signs shall be removed within 60 days of the date of adoption of this Chapter.
19. Swinging signs as defined herein.
20. Larger than life size inflatable and/or plastic figures representing tradespersons, animals, products or other figures commonly associated with a particular business or occupation.
21. Any sign painted on the roof of a building, pavement or other surface or structure.

22. Any otherwise exempt sign, which exceeds the regulations or restrictions for size, location or time of display, placed on such exempt signs by Section 1476.04(K).

**(M) Removal of Signs.**

Signs required to be removed by this Chapter shall be removed in accordance with the following regulations:

1. It shall be the responsibility of the owner of the property upon which a sign is located to remove such sign as required by this Chapter, except that where a sign is a leased sign being maintained under the terms of a current lease, it shall be the responsibility of the owner of the same sign to remove same. In any case in which a sign has been removed by the Building Director or by a private contractor at the direction of the Building Director in accordance with the provisions of this Chapter, any cost directly incurred in the removal of such sign shall be charged to the owner of the property. If the owner fails to pay such costs to the City within thirty days, then the City may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.
2. Nonconforming signs shall be removed in accordance with the provisions of Section 1476.04(l) and this Section.
3. Abandoned signs shall be removed in accordance with the provisions of Section 1476.04(j) and this Section.
4. Prohibited signs and other signs erected subsequent to the passage of this Chapter and found to be in violation of this Chapter shall be removed by the owner of such sign within thirty days of receiving notice of such violations. If after thirty days such sign has not been removed, the Building Director may remove it as provided in Section 1476.04(J)(2), above.
5. Any permitted or prohibited sign that becomes a danger to the public, because of damage to or deterioration of the structure must be removed immediately. Where the owner cannot be immediately contacted, the Building Director may order such sign removed as provided in Section 1476.04(J)(2), above.

**1476.05 Regulations for Particular Signs**

The following regulations shall govern the design, erection and maintenance of the various types of signs wherever permitted.

**(A) Sign Construction.**

All signs other than temporary signs shall be constructed in conformance with the following regulations:

1. All wall sign, ground sign, monument sign, directory, or any other measured sign shall be designed by an architect, structural engineer or manufacturer and must be in compliance with the Building Code of the City.
2. All electrical signs shall bear the seal of Underwriters Laboratories or an equivalent agency engaged in practice of making safety inspection and certifications of electrical equipment.

Construction specifications:

3. All ground sign structures shall be self-supporting structures and permanently attached to sufficient foundation which shall include architectural treatments such as brick or stone.
4. Electrical service to ground signs shall be buried or otherwise concealed.
5. All signs, except those attached flat against the wall of a building shall be constructed to withstand wind loads as follows, with correct engineering adjustments for the height of the sign above grade:
  - a. For solid signs, 30 pounds per square foot on the largest face of the sign and structure.
  - b. For skeleton signs, 30 pounds per square foot of the total face cover of the letters and other sign surfaces, or 10 pounds per square foot of the gross area of the sign as determined by the overall dimensions of the sign, whichever is greater.
6. No sign shall be suspended by chains, or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that could cause wear on supporting members or connections.
7. Support and braces shall be an integral part of the sign design. Angle irons, chains, or wires used for supports or braces shall be hidden from public view.
8. All signs shall be marked with the manufacturer's name in a size easily visible from the ground. All electric signs shall also include: for incandescent lamps, the number of lamp holders; for electric discharge lamp signs, the input amperes at full load and the input voltage.

(B) **Sign Erection.**

All signs shall be erected in accordance with the following regulations:

1. Wall signs. All wall signs shall be safely and securely attached to the building by means of metal anchors, bolts or expansion screws or other fastening approved by the Building Director and imbedded in the wall. However, such signs may rest or be bolted to heavy metal brackets or saddles each of which shall be attached to the wall as provided above. In no case shall any sign be secured to a building with wire, strips of wood or nails. The Building Director shall approve the methods and materials used in the erection of all wall signs.
2. Pole signs. All pole signs, directories and similar approved free standing signs shall be erected on posts or standards extending at least 72" below the natural surface of the ground. All posts or standards shall be protected from moisture and corrosion below grade.
3. Ground Signs. All ground signs and similar approved free standing monument signs shall be secured to a brick/stone base which in turn will be secured to a concrete foundation extending at least 42" below the natural surface of the ground
4. Window Sign. All window sign, other than painted signs shall be safely and securely attached to the window frame or other structural member and shall not be fastened to the glass. No window sign shall be located in such a way as to block or prevent ingress or egress through any window, doorway or any required fire opening.
5. Safety. All signs shall be installed and maintained in a workmanlike manner using equipment, which is adequate and safe for the task. The Chapter recognizes that one of the greatest perils to public safety is improper performance of sign contractors in the use of inadequate equipment. As such, the Building Director may deny a sign permit if the sign contractor does not have or does not arrange for the use of adequate equipment. The Building Director may also cite the sign contractor for a violation of this Chapter if he fails to use proper equipment in the maintenance of a sign.
6. Electric Signs. This Chapter recognizes that electric signs are controlled under the special equipment provisions of the Electrical Code of the City. It also recognizes that the electric sign contractors have developed a specialized trade of high voltage discharge electric sign installation and maintenance to properly install and service high voltage electric signs. Electric sign contractors and their employees are hereon authorized to perform the following specific tasks:

- a. Install exterior electric signs, ballasts, or high voltage transformers to sockets or outline lighting tubes, and may connect said signs to primary branch circuits, if said circuits already exist outside of the building.
  - b. Install interior electric signs, but may not connect said signs to the primary branch circuit.
  - c. Maintain and replace any electric component within the sign, on its surface, or between the sign and building for exterior signs only. This Chapter prohibits the electric sign contractor or its employees from performing work on electric signs in contradiction to the Electrical Code of the City.
7. Location. All signs shall be located in conformance with the requirements of Section 1476.05 and 1476.06, In addition, signs shall be located so as to provide for the clear view of any traffic control sign or device and no sign shall be erected so as to obscure such a device or so as to create a situation in which it is difficult to distinguish the traffic control device from the sign. The location of any sign at an intersection at which there are traffic signals shall first be approved by the Police Department.

(C) **Lighting.**

The lighting of all signs shall conform to the following regulations:

1. Signs may be lighted internally or externally with a lighting fixture the sole purpose of which is to light a sign. The lighting fixture shall be construed, for purposes of this Chapter, to be a part of the sign.
2. All external lighting fixtures and reflectors shall be provided with the proper glass lenses or hoods concentrating the illumination on the area of the sign and preventing glare upon the street or other adjacent property. No floodlight or spotlight of the simplified industrial type shall be permitted.
3. The lettering or advertising designs to be illuminated internally may be composed of glass or other transparent or translucent material provided that any glass forming the sign face shall be laminated safety glass, tempered glass or wired glass at least one-quarter inch thick.
4. All lighting fixtures and all electrical service may be approved by the Electrical Inspector if they conform to the Electrical Code of the City.
5. Under no circumstances shall signs or sign components be used as site lighting or exterior lighting.

**(D) Wall Signs.**

1. Wall sign shall mean any sign, which is attached to and supported by the wall of a building or other structure provided the sign face is parallel to the wall to which the sign is attached. Further, where the wall treatment of a building establishes a sloping wall or a "mansard roof" wall treatment, a wall sign may be located on such a sloping surface or "roof". The face of a sign located on a sloping roof may be vertical and need not parallel the sloping surface of the wall.
2. Size. See Section 1476.04(A).
3. Location:
  - a. A wall sign shall not project more than one foot from the wall to which it is attached.
  - b. A wall sign shall not cover partially or wholly any wall opening.
  - c. A wall sign shall not project beyond the ends of a wall to which it is attached nor shall it project above the lowest point of the eaves or the cornice line or cap of the wall to which it is attached.
4. No wall sign can project into or overhang the public right-of-way or other public property.
5. No wall sign shall be located so as to prevent fire access from any door, window or fire escape.

**(E) Ground Signs.**

1. Ground sign (or pole sign) as permitted by this Chapter shall mean a sign permanently attached to or supported by a foundation in the ground.
2. Design. The primary supporting structure (uprights) of a ground sign shall be constructed from circular, square or rectangular sections of steel, wood, brick, stone or other material approved by the Building Director. All secondary supporting members, braces, guys, structural iron, flanges, and electrical components shall be concealed. All exposed structural materials or covering materials shall have a permanent finish and shall be maintained in a safe condition as provided in Section 1476.04(H). The base of any vertical ground sign shall be landscaped with a planting of low evergreen shrubs or other decorative screening for the foundation but not to exceed four feet in height. The landscaped area shall equal one square foot for every square foot of sign face.

3. Height of Ground Signs. A ground sign shall have no part of the sign higher than the height of the principal building on the lot.
4. Location. Ground signs shall be located within the property lines and no part of the sign shall overhang the public right-of-way or any adjoining property. The following additional regulations shall apply to the location of ground signs:
  - a. In all residential districts, ground signs shall be set back five feet from the public right-of-way.
  - b. A ground sign shall not be located within 100 feet of any other ground sign on the same lot or zoning lot.
  - c. In any yard adjoining the intersection of street, alleys or driveways, a ground sign shall be designed or located in such a way that it does not interfere with the clear view of motorists and pedestrians. Such sign shall be three feet in height or less or shall be set back from the intersection in such a way as to maintain the clear view of the intersection by both motorists and pedestrians. At minimum in intersection situations, the sign shall not be placed within a sight triangle having one side along the property line or sidewalk a distance of 15 feet from the intersection; the second side along the other property line, sidewalk, alley or driveway a distance of 15 feet from the intersection, and the third side along a line between the two points on the other two sides which are 15 feet from the intersection. The following exceptions may be permitted by the Building Director where he finds that the resultant sign will not obscure vision at the intersection: an accessory sign of four square feet or less or a ground sign supported by a structure having a width of eighteen inches, when measured at the widest point, or less and the lowest point of the sign at least ten feet above grade.

**(F) Directories.**

1. Directory shall mean any permanent, enclosed changeable copy sign used to identify the occupants of a building or group of buildings and their location within the same or similar events where such sign is located on the same premises as the building or buildings and where such sign contains no more than eighteen square feet of measured sign area.

2. Location:

- a. In districts for which there is no required front yard, directories may be located at the property line. In all other areas, directories shall be set back at least five feet.
- b. There shall be no more than one directory for each street that the lot or building fronts upon, except that where a building adjoins one or more additional streets, one additional directory shall be permitted for each such street face that contains a point of public access to the building.
- c. Additional directories may be erected when located within the building lines established for the lot upon which they are located, provided that such additional directories shall be counted as measured signs.

**(G) Window Signs.**

1. Window signs shall mean any permanent sign or similar device displayed inside the window or a doorway of a building or upon the interior wall of a building opposite a window in such a way as to be clearly visible from the outside.
2. Any permanent window sign, ~~any window sign~~ constructed of permanent materials or any lighted window sign is a measured sign. No window sign shall have a total measured sign area in excess of twenty percent (20%) of the opening in which it is located except that neon borders or other decorative borders on a transparent window shall be measured using the actual area of such borders rather than measured sign area as defined in this Chapter. Such signage may not obscure entry areas or prevent the general public or public safety personnel from viewing interior or exterior activity at the location. Any neon borders shall be protected by a clear Plexiglas cover that will prevent contact with the neon tube and/or the splices made to the neon tube. The Plexiglas shield shall be placed away from the neon tube and/or splices to provide for ventilation and to prevent the buildup of heat. All neon transformers and wiring shall be adequately supported and installed in a good and workmanlike manner and be secure from the public.

**(H) Awning Signs.**

Any sign which is attached to or made a part of an awning shall be a measured sign for purposes of this Chapter. A sign located on an awning shall be affixed flat to the surface thereof, be non-illuminated, and shall indicate only the business name, address, phone number, website and one logo. Awning scale and proportions are to be

appropriate for the building on which they are mounted. Awnings must be uniform in size, shape (except for arched openings, see "Forms" below) and color in order to unify multiple storefronts within a single building. The length of the awning is to be restricted to the length of the storefront opening. Awnings must not continue over masonry piers. The vertical and horizontal dimension should be proportional to the overall projection of the awning.

1. Projection. Awnings may project a maximum of 54 inches. Projection depth should match the existing adjacent awnings provided they comply with the acceptable minimum projection. Awnings should be placed at a minimum height of 8 feet above the sidewalk. No backlit awnings are allowed.
2. Forms. Awning forms are to conform to the general shape of the opening. Arched openings are to receive V2-round domed awnings, whereas rectangular openings are to receive rectangular, gently sloping; planar forms with closed ends. Valances may be fixed or loose. Bubble awnings are prohibited.
3. Mounting. Awnings may be fixed or retractable. Retractable awnings must be kept either in the fully projected position or the fully closed position. Fixed awnings are to have concealed rigid metal frames. Retractable awnings should have a canopy cover and automatic retractable rollers mounted to the building. Under panels are not desired. Frames should be painted to match or complement the color of the awning cover material or its underside.
4. Materials. The awning material should be taut, not relaxed. Awning materials may include matte finish painted army duck, vinyl-coated cotton, acrylic-coated polyester, and vinyl-coated polyester or cotton and solution-dyed acrylic. All awnings shall be restricted to cutout lettering, heat color-transfer, pressure sensitive vinyl films or sewn applique signs. All awnings located on the same building must be the same material and lettering.
5. Colors. Awning and banner colors must take into account the color selection of the surrounding materials, buildings, signs, awning, of the retailer/user and district. All awnings located on the same building must be the same color. Colors should enhance and complement the building.
6. Banners. Banners may be location, event, holiday or sponsor specific and are temporary signs as defined by this Chapter. Banners are to be secured to building walls or mounted on existing poles by fixed brackets and hardware.
7. Compliance. All new or replacement awnings and banners must comply with all applicable City Codes.

(I) **Changeable Copy Signs.**

Any permanent changeable copy signs are measured signs and are permitted subject to the restrictions for measured signs as provided in this Section, Section 1476.09 and this Chapter generally and subject to the following regulations:

1. Changeable copy sign. Shall mean any sign on which the message, letters, characters, illustrations or other symbols can be changed, replaced or rearranged on the surface of the sign. Included in this definition are time and temperature clocks with digital displays, electronic message boards, changeable displays of product prices and permanent changeable copy boards.
2. Electronically controlled message signs. No message, word or symbol may be displayed for a period of less than four (4) seconds duration. "Rolling" messages, words or symbols that appear to be animated, move, scroll, blink or flash are not permitted. All message, words or symbols displayed must relate only to goods or services offered on the same lot or to community service announcements.
3. Location. Changeable copy signs are permitted as or as part of any permitted wall sign or ground sign subject to the regulations established for such signs.
4. Maintenance. In addition to the general requirements for sign maintenance, all changeable copy signs shall bear a legible message, other suitable display or left blank. Electronic devices when not in use may be left blank and unlighted. Any lighted or electronic changeable copy sign in which the electrical or lighting components are operating in an erratic, broken or damaged fashion shall be turned off or removed.

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(J) **Real Estate Signs.**

1. Definition. For purposes of this regulation, real estate signs shall mean any non-illuminated sign indicating that the premises upon which it is located are available for sale or lease. No more than one real estate sign shall be erected on any property, except that twenty-four hours prior to a formal public showing of the property, an "Open House" sign may be erected. Said "Open House" sign must be removed by 6:00 p.m. the day of the showing. Banners, flags, bunting or other adornments may only be used in conjunction with an "Open House" sign, and only during the specific hours of the formal public showing of the property. The sign area shall not exceed four square feet in residential districts, except that a "rider" not exceeding six inches in vertical height, by the horizontal length of the sign may be added. The sign area shall not exceed thirty-two square feet in all other districts. Such signs shall also conform to all other Code

requirements, including the Zoning Code of the City. In commercial districts, real estate signs shall be considered a measured sign, and a permit shall be obtained from the City.

2. Design. A real estate ground sign may consist of a sign face of wood, metal or other material; surrounding trim and supporting uprights and braces must be securely anchored in the ground. The top of the supporting uprights of the sign shall be no more than 4' off the ground in areas zoned residential. In areas zoned commercial, no real estate sign shall exceed a maximum height of six feet above the existing grade at the point of erection. A real estate wall sign may consist of a sign face of wood, metal or similar material and surrounding trim securely anchored to the wall of the building. The construction and erection of all real estate signs shall conform to the requirements of Sections 1476.05(A) and 1476.05(B) of this Chapter.
3. Location. Real estate signs located in areas zoned residential shall be erected parallel to the front side of the main residential building located on the property. The sign shall be placed no more than three feet from the front foundation wall of said building. However, if landscaping or other natural obstructions preclude visibility of the sign, it may be placed immediately in front of the obstruction.

Real estate signs located in areas zoned commercial or industrial shall be erected parallel to the public right of way and shall be placed no less than five feet from the property line.

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Real estate signs located on any property in areas zoned residential, commercial or industrial, where the building is situated on the property in such a way that it abuts the front property line or is set back less than the required minimum from the front property line, may be attached to either the front or side of said building.

Real estate signs may be displayed only from the time of offering until forty-eight hours after closing or the execution of a lease.

**(K) Marquees.**

1. Marquee shall mean and include any fixed hood or canopy, constructed of metal or other incombustible material and extending over the public right-of-way and providing a roof over the entrance of a theater, hotel, motel, restaurant, auditorium or similar use.
2. The roofs of marquees shall be used for no other purpose than to form and constitute a roof; and may be opaque, translucent or transparent. The roof of a marquee shall not bear or carry any sign or other advertising device.

3. Location. A marquee may be constructed over that portion of the public right-of-way, which is a sidewalk. No marquee shall extend beyond the curb line of the street. A marquee shall be at least ten feet above the sidewalk. No marquee shall extend above the sill line of windows on the second story of a building to which it is attached or above the cornice line of a one-story building.
4. Erection. No marquee shall be attached to the ground, but shall be supported entirely by the building to which it is attached.
5. Signs on Marquees. Signs on marquees shall be measured signs and shall be subject to the regulations for sign area established in Article 7. No sign shall be located on the roof of a marquee nor be suspended from a marquee so as to have a clearance of less than ten feet.

**(L) A-Frame Signs.**

First floor businesses may have one A-Frame sign which shall be no larger than six (6) square feet which is not calculated against the total square feet allowed and which may be placed on the public way provided the following requirements are met:

1. A license agreement is entered into a form and amount approved by the City indemnifying and holding the City harmless from liability and naming the City, its officers and employees as an additional insured on a general liability insurance policy. Such license agreements shall be approved and signed by the Building Director.
2. Sign may be displayed during business hours only and must be removed each day.
3. Signs may not be placed in any location where the paved area for pedestrian passage is reduced to less than six (6) feet or within fifteen (15) feet of any intersection, driveway or crosswalk.
4. A-Frame signs shall be constructed of wood, metal or durable plastics.
5. The minimum fine for a violation of this Section shall be seven hundred fifty dollars (\$750.00). Each day that such a violation shall continue shall constitute a separate offense.

**1476.06 Signs Permitted on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue.**

Signs, which are erected on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue, shall be subject to separate regulations than those

that are listed generally within this Chapter. Measured signs, as defined in Section 1476.04(A)(1) may not be erected or maintained on any lot in excess of the limitations established in this Chapter regarding size, type, location, number and total area of signs for Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue. Accessory signs are permitted in addition to the limitations placed on measured signs in accordance with the provisions of Section 1476.08. Temporary signs are permitted in addition to the limitations placed on measured signs and for a specific period of time in accordance with the provision of Section 1476.09. Signs erected in the downtown will also be subject to review and approval by the Berwyn Main Street Foundation.

Commercial signs on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue should reflect the character of the building style, while expressing each store's individuality. There are several prominent sign styles that are appropriate: surface mounted, pin-mounted signs, interior, and decal signs. Sign materials are limited to painted wood, canvas, architectural glass and metal. Sign color is to be selected to harmonize with the building upon which it is mounted and the immediately adjacent structures. Lettering color can be unique to the image of the retailer/user. Natural metal sign and plaque material such as brushed bronze, antique bronze, aluminum, stainless steel and painted cast iron or similarly appearing materials are preferred. Highly reflective metallic signs are not allowed. Signs should be back-lit or lit by marquee or spot lighting. Internally-lit cabinet signs (with a lettered glass panel) are strictly prohibited. Spot lighting should be minimal and unobtrusive and shall not be visible from any street, sidewalk or dwelling. Simplified industrial light fixtures are strictly prohibited. Contextual solutions are recommended. The majority of the signs will be mounted within the building's sign band, defined as the wall area immediately over the storefront and below the second floor line.

#### **(A) Individual Sign Area and Height Restrictions.**

The measured sign area of any individual wall sign located on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue shall not exceed the requirements set forth below for each type of sign:

1. Surface-Mounted Commercial Signs. These signs are either fabricated from painted wood or cast metal plaques and are to be mounted within the sign band or within the storefront transom. The height of the sign is restricted to 80% of the area of the sign band or 18 inches whichever is less. The length of the lettering is to be contained within 80% of the length of the sign band. The sign band of a building consists of the area located above the ground floor storefront opening and below the second floor line, and is located a minimum of 8'-0" and a maximum of 15'-0" above grade. Surface-mounted signs are not permitted on "secondary" elevations without a defined sign band and only if it is facing a designated public right-of-way.

2. Pin-Mounted Commercial Signs. These signs consist of channel, H-channel, reverse channel, cast metal and flat cut metal letters mounted above the storefront in the masonry sign band or suspended in front of the storefront at the transom or recessed entry. The size of the lettering is restricted so that the height of the letters does not exceed 80% of the height of the sign band or 18 inches whichever is less. The length of the lettering is to be contained within 80% of the length of the sign band. Pin-mounted signs are not permitted on "secondary" elevations without a defined sign band and only if it is facing a designated public right-of-way.
3. Interior Signs. Interior signs, floating independently, are set behind the glass either at the transom or at the sill of the storefront and are lit from a separate source. This sign must adhere to the size limitations of decal signs as referenced below.
4. Decal Signs. Decal signs are defined as painted or vinyl transfer letters and numbers. Decal signs can be mounted within the transom and at the lower section of the storefront window area so as not to interfere with interior or exterior activity at the location (see Sec. 1476.05(G)(2)). The decal sign area at the lower section of the window can occupy up to 10% of the glass area of a single pane. Decals mounted at the transom are restricted to 50% of the area of the transom. Decals located at the lower section of the main display area are to be limited to 6" in height unless they contain store operation hours, which are restricted to 2".

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**(B) Awning and Banner Restrictions.**

The regulations as set forth under Section 1467.05(H) above should be adhered to in locating awnings or banners on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue.

1. Vinyl, bubble awnings, and internally illuminated awnings, which function as oversized signs, are prohibited on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue. Existing bubble awnings shall be removed by June 1, 2010.

**1476.07 Signs Permitted in All Other Non-Residential Zoning Districts.**

No person shall erect or maintain measured signs as defined in Section 1476.04(B)(1) on any lot in excess of the limitations established herein on the size, type, location, number and total area of signs for the zoning district in which the lot is located and for the various classes of uses established in each district. Accessory signs are permitted in addition to the limitations placed on measured signs in accordance with the provisions of Section 1476.08. Temporary signs are permitted in addition to the limitations placed on measured signs and for a specific period of time in accordance with the provision of Section 1476.09.

Measurements of total sign area or of individual sign area shall be based on the lineal feet of street frontage of a lot, or in the case of uses that occupy more than one lot, the combined street frontage of all lots participating in the use.

Where a lot is occupied by more than one use, which fronts a street, the measured signage permitted for each use shall be based on the building frontage occupied by such use.

In the case of corner lots or lots having more than one street frontage, the regulations established below shall apply separately to each street frontage so that the total sign area, individual sign area, and setbacks shall be interpreted as such for each street upon which the lot fronts.

In the case of a lot, lease hold or other business premises however defined which has no actual street frontage, the allowable total sign area shall be based on the width of the property measured along a line generally parallel to the street from which the site obtains access.

**(A) Total Sign Area.**

The total area of all measured signs permitted on a lot shall not exceed the number of square feet permitted for each lineal foot of frontage pursuant to Section 1476.04(A).

**(B) Number of Signs.**

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The maximum number of measured signs of all types located on a lot shall be restricted to one wall sign per use for each street frontage and one ground sign. One additional ground sign is permitted for every 500 feet of street frontage.

**(C) Sign Setbacks.**

All measured signs shall be set back from the property line as follows:

1. In all residential districts, all ground signs shall be set back at least a distance of five feet from the property line. In all business districts and industrial districts in which there are required front yards and required yards adjoining streets, all signs shall be set back at least five feet from the property line. In districts in which there is no required front yard or yard adjoining a street, ground signs may be located at the property line provided that no part of the sign shall overhang the public right-of-way.
2. In addition to these regulations, the requirements of Section 1476.05 for the location of signs shall also be met.

**(D) Height of Signs.**

Measured ground signs shall not exceed the height limitations shown in Section 1476.05(E)(4).

**(E) Measured Signs in Residential Districts.**

Measured signs are prohibited in residential districts except for the following: legal-nonconforming signs to the extent of the legal nonconformity; on-premise identification signs for educational institutions, parks and playgrounds, and religious institutions, development signs and multi-family building on-premise identification signs. Such measured signs that are permissible in residential zones under the terms of this section shall conform to all other requirements for measured signs.

**1476.08 Regulations for Accessory Signs.**

**(A) General Regulations.**

Accessory signs as defined in Section 1476.04(B)(2) shall be erected and maintained only in conformance with the following regulations:

1. Permits and Fees. Permits are required and fees are charged for the erection and maintenance of accessory signs that such signs shall conform to the regulations herein except that any electrical accessory sign shall conform to the Electrical Code of the City.
2. Size of Accessory Signs. Any accessory sign shall not exceed four square feet of measured sign area.
3. Height Accessory Signs. Shall not exceed a height of four feet.
4. Prohibited Advertising. Accessory signs shall carry no advertising messages for either products, product lines, services or firms except that the sign face may include a logotype or other symbols the area of which does not exceed one-fourth the measured sign area or the name of the owner in letters no higher than one-third of the height of the letters used in the message.
5. Accessory Signs: Shall conform to the requirements established for a clear view of intersections as provided in Section 1476.05(E)(3).

**(B) Regulations for Particular Accessory Signs.**

1. Name Plates. Signs displaying the name of the occupant, the business or profession, and the street name and number may be displayed near the entrance to the building, provided such sign does not exceed a measured area of two square feet.
2. Window Signs. Signs painted on windows and indicating the name of the occupant and the business or profession conducted therein are permitted accessory signs provided such signs are limited to one per street frontage and that each sign does not exceed two and one-half square feet of measured sign area.
3. Warning Signs. Signs posting private property against trespassing, hunting or similar prohibitions provided such signs do not exceed two square feet of measured sign area and are not closer than 100 feet to each other.
4. Directional Signs. Notwithstanding the provisions of 1476.08(A)(5) above, a directional sign, which in all other respects conforms, to the requirements for an accessory sign may bear a message consisting of the name of the place of business or logo and an arrow indicating the direction or route to be taken.

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**1476.09 Regulations for Temporary Signs.**

Temporary signs may be erected and maintained only in accordance with the following regulations:

**(A) General Regulations.**

1. Permits. Temporary signs as provided in Section 1476.09(B), below, shall only be erected pursuant to the issuance of a temporary sign permit Any electrical temporary sign shall be subject to the Electrical Code of the City.
2. Fees. Temporary signs for which permits are required shall only be erected and maintained after the payment of a fee as provided in Section 1476.04(F) herein including any electrical fee except that no fee shall be required for any construction sign for a project for which a building permit has been issued.
3. Size of Signs. The measured sign area of temporary signs, the number of such signs, or the aggregate area of such signs shall not exceed the area or size limitation imposed in Section 1476.09(B) below.

4. Location of Signs. Unless otherwise specified in Section 1476.09(B) below, no temporary sign shall be located in the public right-of-way or in any required yard within ten feet of the public right-of-way.
5. Time of Display. The erection and maintenance of all temporary signs shall be limited to the time period specified in Section 1476.09(B), below, or to the time period specified in the permit, whichever is less.
6. Identification Required. The name and address of the owner or person displaying any temporary sign shall appear on either the face or back of the sign except for temporary identification signs in which the name of the owner is part of the message. All temporary signs for which a specific date for their erection and removal has been established by permit, or otherwise, shall display those dates thereon in the following example: 7-21-08 to 7-28-08.
7. Removal of Temporary Signs. All temporary signs shall be removed by the owner as follows:
  - a. Upon the expiration of the permit.
  - b. Upon the expiration of the time period established in Section 1476.09(B).
  - c. When any such sign becomes damaged, deteriorated or illegible.
  - d. Further, any temporary sign that does not contain the identification required above, is displayed before or after the time period established by permit, or otherwise does not display the time period as provided above may be immediately removed by an inspector of the Building Department or any other person.

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**(B) Regulations for Particular Temporary Signs.**

The following regulations are established for particular temporary signs:

1. Construction Signs. One sign identifying a construction project, the owner, architect, general contractor, sub-contractors, financiers and other information relating to a construction project may be erected at the construction site in accordance with the following:
  - a. Size. Not to exceed 64 square feet.
  - b. Locations. Within the property lines subject to the requirements for safety and clear view of intersections.

- c. Height. Not to exceed 14 feet.
  - d. Display Period. From two weeks before ground breaking until occupancy.
2. Point of Sale Signs. The use of temporary, intermittent, freestanding signs to advertise products or sale items, prices or for similar purposes shall only be used in accordance with the following:
- a. Size. No individual sign shall exceed four square feet and no display of a point of sale sign shall include more than one such sign per frontage.
  - b. Location. No point of sale sign shall be located on the public right-of-way.
  - c. Height. No point of sale sign shall exceed a height of five feet.
  - d. Period of Display. A point of sale sign shall not be erected more often than three times in any calendar year and the length of each such display shall not exceed 30 days.
3. Temporary Event Signs. A-Frame-type signs shall be allowed in accordance with all other provisions of this code, for a maximum time period of 15 days preceding the event advertised. The sign must be removed following the event, and the maximum permissible period of display shall be indicated on the sign permit. Such signs shall be installed with down guy-type anchors installed into the ground a minimum of 42" below grade. The sign shall be secured to the down guy-type anchors with chain, cable assemblies to secure the sign on all four corners. The anchors shall be removed at the same time as the sign is removed.
4. Temporary Sign Face. Sign faces which identify a location during the interim period while the permanent sign face is being manufactured, and which are typically made of plastic or canvas materials shall be allowed for a period of 30 days or until the permanent sign face is ready, whichever is less.

#### **1476.10 Administration and Enforcement.**

##### **(A) Building Director.**

This Chapter shall be administered and enforced by the Building Director who shall have the following duties:

1. Receive all applications for sign permits.

2. Perform the review and inspections required by this Chapter.
3. Enforce, as appropriate, the other laws and ordinances of the City as the same apply to the erection and maintenance of signs.
4. Issue all permits in conformance with this Chapter.
5. Issue all citations or notices of violations required by this Chapter.
6. Maintain accurate records of all permits, inspections, citations, violations and fees and make such records available for public inspection during normal business hours.

**(B) Building Director.**

In the administration and enforcement of this Chapter, the Building Director shall have the following powers and duties:

1. Make all determinations required of the City Council as provided by this Chapter.
2. Review and resolve any conflicts in standards, regulations, requirements or procedures arising from the application of this Chapter and other laws or ordinances of the City regulating the erection and maintenance of signs or the licensing of sign contractors.
3. Make all determinations, requirements, conditions or agreements necessary to affect the removal of nonconforming signs and signs subject to the amortization provisions of this Chapter.
4. Interpret the various provisions of this Chapter as requested by either the Building Director, the applicant for or holder of a sign permit or the public.
5. Review all requests for variations from the regulations established by this Chapter and issue an order in accordance with the standards established below.
6. Make rules governing the administration and enforcement of this Chapter in accordance with the provisions of the Berwyn Code Enforcement Ordinance.

**(C) Variations.**

Variations in the requirements of the various provisions of this Chapter may be granted in accordance with the following regulations:

1. Application. A variation shall be made in writing to the Building Director who shall forward the same to the Zoning Board of Appeals.
2. Standards. The following standards shall govern the granting of a variation by the Zoning Board of Appeals:
  - a. The variation shall be based on practical difficulties arising from the strict application of the provisions of this Chapter and not merely upon the desire of the applicant to establish an alternative signage.
  - b. The variation shall be based on hardship imposed by the Chapter and not upon any self-imposed hardship by the applicant.
  - c. The variation granted shall be the least amount of variation, which will overcome the practical difficulty or hardship.
  - d. The variation shall be granted in conformance with the furtherance of the stated purpose and intent of this Chapter.
  - e. The variation granted shall not be expressly prohibited as provided below.
3. Authorized Variations. The following variations or types of variations may be granted by the Zoning Board of Appeals:
  - a. Variations in the location of signs for businesses, which do not have direct street frontage.
  - b. Variations in the size and height of individual signs.
  - c. Any other variation which is not a prohibited variation.
4. Prohibited Variations. The following variations or types of variations may not be granted by the Zoning Board of Appeals:
  - a. Any variation that would result in an increase in the total amount of signage permitted on a lot.
  - b. Any variation that would lengthen the time that an illegal sign, a prohibited sign or a nonconforming sign would be permitted to be maintained in any district.

## **1476.11 Violations and Penalties**

Any person who violates any provision of this Chapter shall be fined not less than \$100.00 or more than \$750.00 and each day upon which a violation occurs shall constitute a separate offense.

**Section 2.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provisions of this Ordinance.

**Section 3.** All Ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

# DRAFT

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

Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2008, pursuant to a roll call vote

as follows:

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

**DRAFT**

APPROVED by the Mayor of the City of Berwyn, Cook County, Illinois on

this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

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

ATTEST:

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

J<sup>3</sup>

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 05/13/08

**Deferred Communication**

Agenda Item J-3 is a Deferred Communication from C C Meeting dated 04/22/08 Agenda item #29

FROM LAW DEPARTMENT  
Re: OAK PARK REGIONAL HOUSING CENTER-2008 CONTRACT



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

April 17, 2008

ITEM NO. 29  
DATE APR 22 2008  
DISPOSITION Refer to  
com

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

**Re: Oak Park Regional Housing Center – 2008 Contract**

Dear Mr. Pavlik:

Please put the attached ordinance on the April 22, 2008 agenda for consideration by Council per Alderman Weiner. Thank you.

Very truly yours,

  
Richard F. Bruen, Jr.

RFB/jt

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

**ORDINANCE**  
NUMBER

**AN ORDINANCE AUTHORIZING THE CITY TO  
ENTER INTO CONTRACT WITH OAK PARK  
REGIONAL HOUSING CENTER FOR 2008**

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

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

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

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO CONTRACT WITH OAK PARK REGIONAL HOUSING CENTER FOR 2008**

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

WHEREAS, the City desires to achieve lasting and meaningful diversity in Berwyn's housing market, particularly its rental market.

WHEREAS, the City, in 2007, entered into a contract with the Oak Park Regional Housing Center in order to help the City effectuate this goal.

WHEREAS, the Oak Park Regional Housing Center has established the Berwyn Housing Center in 2007 and has shown progress towards attaining the City's aforesaid goal.

WHEREAS, the City desires to enter into a contract with the Oak Park Regional Housing Center for the calendar year 2008 so the Oak Park Regional Housing Center can continue its program within the City of Berwyn.

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

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

**Section 2:** That the Mayor is hereby authorized to execute the Contract for Services between the City of Berwyn and Oak Park Regional Housing Center attached

hereto which will provide for the payment of \$250,000 to the Oak Park Regional Housing Center during calendar year 2008 to render the services set forth in the agreement.

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

**Section 4:** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5:** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

**Adopted** by the City Council of the City of Berwyn, Cook County, Illinois on this 22<sup>nd</sup> 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)				
<b>TOTAL</b>				

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

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

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

**CONTRACT FOR SERVICES BETWEEN  
CITY OF BERWYN AND  
OAK PARK REGIONAL HOUSING CENTER**

THIS AGREEMENT is entered into by the City of Berwyn, a municipal corporation (hereinafter referred to as "City") and the Oak Park Regional Housing Center (hereinafter referred to as "Contractor").

NOW THEREFORE, the parties agree as follows:

1. Length of Contract. This contract shall commence January 1, 2008 and shall terminate on December 31, 2008 unless renewed, and may be terminated by either party with ninety (90) days written prior notice with or without cause.
2. Contract Amount and Payment Schedule. In consideration of the Contractor undertaking to provide the services set forth in this agreement, the City agrees to pay the Contractor in accordance with the payment schedule attached hereto as Exhibit 1 for the term of this contract.
3. Scope of Services. The Contractor shall perform the services and make good faith effort to achieve the goals set forth in the description of services attached hereto as Exhibit 2 and made a part hereof.
4. Compliance With Law. The Contractor, in performing this agreement, shall:
  - a) Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or veteran, or national origin, nor otherwise commit an unfair employment practice; and
  - b) Take affirmative action to ensure that applicants are employed without regard to race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selecting for training, including apprenticeship.
  - c) The Contractor agrees and authorizes the City to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - d) The Contractor agrees not to violate any laws, State or Federal rules, or regulations regarding a direct or indirect illegal interest on the part of any employee or

elected official of the Contractor in the agreement or payments made pursuant to this agreement.

5. Personnel. The Contractor represents that it has or will secure all personnel and consultants necessary to perform the services required of it under this agreement. All services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

6. Approval of Budget. The Contractor shall submit to the City for review, at least ninety (90) days prior to the end of each calendar year, the Contractor's proposed budget for the following calendar year. Any request for funding from the City must receive approval from the City Council and Mayor.

7. Audits and Inspections.

a) Upon reasonable request, during normal business hours, the City may examine, and the Contractor shall make available, all of its records used in preparation of its progress and activity reports to the City with regard to all programs which are funded in total or in part by the City or through the City as a funding agent. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the City deems necessary.

b) The Contractor shall provide the City with the annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards. Said audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year.

8. Reports. The Contractor will submit written reports to the City as set forth in Exhibit 2 attached hereto and made a part hereof.

9. Indemnification.

a) The City agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members, and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands, or actions resulting from or in any way arising out of actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the agreement and to pay costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based in any breach of contract or declaratory actions filed against Contractor by any third party relating to this Agreement. The City shall not be required to save and hold harmless, protect and defend the Contractor,

from any and all costs, losses, in any other suits for damage or other relief, damages, rights, claims, demands, or actions arising from the negligent or intentional conduct of the Contractor, its employees, Board Members, and other agents, including but not limited to actions under 42 U.S.C. § 1983, Title VII of the Civil Rights Act, the Illinois Human Rights Act, or Cook County Human Rights Ordinance.

b) The Contractor agrees that the City shall have control over any litigation, administrative proceedings, or other legal action, including any settlement of any claim, suit, or legal action as the City deems expedient, provided that the City shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Contractor, or enter any plea of or in the nature of "nolo contendere," without the prior approval of the Contractor. Provided further that nothing in this paragraph or agreement shall prevent the City and the Contractor from agreeing to submit for defense and/or indemnification any matter which might otherwise be defended and/or indemnified by the City under this paragraph, to any insurance carrier of the Contractor.

c) All provisions of the agreement requiring the City to save and hold harmless, defend the Contractor, its employees, Board members, and other agents, and to pay all costs of any involvement in legal action shall survive any termination of the agreement and, if the Contractor, or its employees, Board members, or other agents, is or becomes involved in any proceeding or litigation by reason of the Contractor having been the City's agent through this agreement, such provisions shall apply as if this agreement were still in effect.

10. Termination of Agreement or Suspension of Payment. The Contractor hereby acknowledges that the City Council and Mayor will review the performance criteria of the various agencies receiving funds from the City during the term of this agreement which may result in amendment to the agreement by mutual consent of the Contractor and the City during the term of the agreement. This agreement may be terminated with or without cause by either party upon providing ninety (90) days written notice of its intention to terminate said agreement.

11. Notices. All notices required by this agreement shall be delivered either personally or by certified and regular mail to the City by delivering or mailing same to the Mayor at 6700 26<sup>th</sup> Street, Berwyn, IL 60402 and to the Contractor by delivering or mailing same to the Contractor's Executive Director at 1041 South Boulevard, Oak Park, IL 60302. Notice by mail shall be deemed to be delivered three (3) business days after the day of mailing.

12. Return of Unused Funds to the City After Termination of Agreement or Dissolution of the Contractor's Corporation. Upon the dissolution of the Contractor's corporation or termination of this agreement any unused funds of the Contractor originally provided by the City shall be immediately returned to the City. Funds, which have already been obligated by the Contractor at the time of the dissolution of the

Corporation or at the time of the Contractor's receipt of the City's notice to terminate the agreement, shall not be considered as "unused funds" for purposes of this section.

13. Assignment. The Contractor shall not assign this agreement or any part thereof and the contractor shall not transfer or assign any Funds provided hereunder or claims due or to become due hereunder without the written approval of the City having first been obtained.

14. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The Contractor further covenants that in the performance under this agreement, no person having such a conflicting interest shall be employed by the Contractor.

15. Amendments. This agreement constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this agreement shall be effective unless and until such changes are agreed to in writing by the parties.

16. Headings. The section headings of this agreement are for convenience and reference only and in no way define or describe the scope of intent of this agreement and should be ignored in construing or interpreting this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOR THE OAK PARK REGIONAL HOUSNG CENTER:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board President

FOR THE CITY OF BERWYN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXHIBIT 1  
SCHEDULE OF PAYMENTS**

Unless this Agreement is terminated, the City will provide the Contractor with payments totaling \$250,000 as follows during the term of this Agreement.

<b>Date of Payment</b>	<b>Amount of Payment</b>
January 1, 2008	\$62,500
April 1, 2008	\$62,500
July 1, 2008	\$62,500
October 1, 2008	\$62,500

The first payment was tendered to Contractor on or about April 9, 2008. Dates of Payment are approximate and the City will endeavor to meet these dates of payment, but due to accounting and other budgetary issues may be unable to tender payment on precisely these dates.

**EXHIBIT 2  
SCOPE OF SERVICES  
PROGRAM GOALS AND MEASURES**

1. Scope of Services

This agreement provides funding for the Contractor's program to achieve lasting and meaningful diversity in Berwyn's housing market, which is also the intention of the City of Berwyn. The Contractor will provide the following services:

- a) Attract diverse clients to move to Berwyn through a marketing program that promotes Berwyn's rental housing market.
  - 1) Conduct a comprehensive marketing program intended to attract clients of all races and ethnicities to Berwyn.
  - 2) Conduct outreach efforts to attract and/or counsel clients from all racial and ethnic groups.
  - 3) Provide counseling services to clients and listings of rental units that encourage affirmative moves to and within Berwyn.
  - 4) Provide additional efforts for clients in need of further encouragement to make an affirmative move to or within Berwyn.
  - 5) Refer clients wishing to purchase a home to local cooperating real estate agents or housing counseling agencies.
- b) Improve the marketability of Berwyn rental units through a program that recruits property owners and managers to list with the Berwyn Housing Center.
  - 1) Provide a free listing service for rental units in Berwyn.
  - 2) Provide technical assistance on marketing, maintenance, and operation to cooperating owners/managers of rental property in Berwyn.

2. Program Goals and Measures

- a) The City and Contractor agree on initial program goals of this agreement as follows:

- 1) Advertise the Berwyn Housing Market to attract diverse clients up to the dollar amount specified in the line item "Advertising" in the budget agreed to by the City and the Contractor.
- 2) Register 600 clients at the Berwyn location.
- 3) Counsel 600 clients and encourage affirmative moves to and within Berwyn.
- 4) Escort 200 clients to Berwyn rental units.
- 5) Recruit 100 property owners/managers.
- 6) Provide marketing assistance to 100 property owners/managers.
- 7) List 400 rental units in Berwyn.

b) The City and Contractor agree on initial program measures of this agreement as follows:

- 1) The number of registrations,
- 2) The number of affirmative moves made,
- 3) The number of vacancies filled,
- 4) The number of property owners/managers listing with the center, and
- 5) The number of units listed.

#### 4. Reporting Requirements

The Contractor agrees to provide the City with quarterly reports that will include quantitative data that demonstrate the progress made on program goals using the measurements agreed upon in subsection 3b in this Exhibit.

#### 5. Information Sharing

The City will provide, at the request of the Contractor, useful information to achieve meaningful and lasting diversity in Berwyn including:

- a) The most recent geo-demographic data available for the City of Berwyn at the most precise level possible, and

b) Notices and findings of code violations or other property or property tax violations recorded with the City of Berwyn.

J-4

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 05/13/08

**Deferred Communication**

Agenda Item J-4 is a Deferred Communication from C C Meeting dated 04/22/08 Agenda item #30

FROM H.R. DIRECTOR

Re: PUBLIC WORKS UNION CONTRACT

\_\_\_\_\_

Michael A. O'Connor  
Mayor



Patricia Segel  
Director of Human Resources

ITEM NO. 30

DATE APR 22 2008

DISPOSITION \_\_\_\_\_

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

April 17, 2008

To: Mayor Michael O'Connor, City Council Members

From: Pat Segel, Human Resources *Pat Segel*

Re: Public Works Union Contract

Attached is the revised document for the public works department with the changes that were made from the original contract that expired at the end of 2006. Please note the following changes that were agreed to during negotiations with the Teamsters and City Council.

- 2009 Wage Increase of 4%
- Decrease of holidays to 13, elimination of birthday, and Pulaski Day. New Years Eve and Christmas Eve will not be paid to any new hires made after ratification of this contract.
- Reduction of Personal Days from 15 to 12, with unused days being paid at up to 50% for all unused days at their regular rate of pay.
- Sick time provision for second opinion and third medical opinions on any major medical claim.
- Vacation time will remain the same for all current employees, but capped at 4 weeks for all new hires.
- Perfect attendance days off will be eliminated and substituted with a \$250 bonus paid quarterly for perfect attendance.
- Change in drug testing policy to include a provision of 30 minute timeframe to report for drug testing requirements of the pool for DOT and non-DOT when required. A Separation of procedure for DOT and non-DOT has been added.
- Mandatory overtime required for emergency periods based on reverse seniority basis after volunteer efforts have been exhausted.

This is the document that requires approval from City Council and will be voted on by the union membership.

J-5

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 05/13/08

**Deferred Communication**

Agenda Item J-5 is a Deferred Communication from C C Meeting dated 04/22/08 Agenda item #35

FROM BERWYN HISTORIC PRESERVATION COMMISSION  
Re: REQUEST APPROVAL OF CERTIFIED LOCAL GOVERNMENT APPLICATION



1-18  
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

ITEM NO.

APR 22 2008

DATE

DISPOSITION

*Refer & Refer  
to Law  
COW*

April 10, 2008

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

Re: Request Approval of Certified Local Government Application

Dear Mayor O'Connor and Members of Berwyn City Council:

The Berwyn Historic Preservation Commission (BHPC) submits for your approval the Certified Local Government (CLG) Application.

Your approval of this CLG application (provided it is approved by the State Historic Preservation Officer) will enable the BHPC to assist the future owners of the American State Bank aka Berwyn National Bank to restore this property. CLG will give the City of Berwyn and the BHPC the ability to review their Class L application for funding assistance. The CLG designation will have benefits for other landmarks as well. CLG status will allow us to participate in state and federal incentive programs like the 20 percent income tax credit and the Property Tax Assessment Freeze.

The CLG program will also support us by providing technical assistance, awarding grants, and coordinating a network of participating communities.

If you have any questions, please feel free to contact me or visit IHPA's website at <http://www.state.il.us/hpa/PS/community.htm> (copy attached).

Sincerely,

Lori Thielen, Chair  
Berwyn Historic Preservation Commission



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

May 9, 2008

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

**Re: Sign Ordinance**

Dear Mr. Pavlik:

Please put the attached ordinance on the May 13, 2008 agenda for consideration by Council.  
Thank you.

Very truly yours,

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

Richard F. Bruen, Jr.

RFB/jt

---

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

---

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

---

**AN ORDINANCE AMENDING CHAPTER 1476 OF THE CODIFIED  
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

---

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

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

---

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

AN ORDINANCE AMENDING CHAPTER 1476 OF THE CODIFIED ORDINANCES OF  
THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

---

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

**WHEREAS**, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") established specific limits on signage within the City for aesthetic and safety reasons after determining that signs can detract from the aesthetic beauty of the City and that unregulated sign proliferation may contribute to the lowering of property values; and

**WHEREAS**, the Corporate Authorities find that limiting the number, type, and dimension of signs in accordance with prescribed regulations that balance the right to communicate via signs and the protection of community interests is in the best interest of the City; and

**WHEREAS**, the Corporate Authorities declare that it is the intent of the City when establishing regulations pertaining to the number, type and dimensions of signs to approved or disapproved the placement of a sign without material regard to the content to be posted on a sign; and

**WHEREAS**, the Corporate Authorities have adopted Sign regulations in Chapter 1476, which have been amended from time to time;

**WHEREAS**, the City Council has further decided to amend the Codified Ordinances to provide for more comprehensive regulation of signs.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Berwyn, Cook County, Illinois, in the exercise of its Home Rule Powers, as follows:

**Section 1.** Chapter 1476 entitled "*Signs*" of the Codified Ordinances of the City of Berwyn is hereby repealed and replaced in its entirety by the following:

**CHAPTER 1476    SIGNS**

**1476.01    Title.**

This Chapter shall be known, cited and referred to as the Berwyn Sign Act.

**1476.02    Purpose and Intent.**

This Chapter is enacted for the following purposes:

1.    To protect and enhance the character, property values and stability of new and existing residential neighborhoods and commercial and industrial districts in the City.
2.    To establish a regulatory framework for the use of signs as an adjunct to economic and social activities of the residents, institutions and businesses of the community.
3.    To conserve the taxable value of land and buildings.
4.    To reduce sign clutter and to eliminate the potential for the distraction of motorists and the degradation of the appearance of the community that results from an excessive number of signs.
5.    To protect aesthetic values and to establish and maintain standards of community appearance with respect to signs, canopies and awnings.
6.    To provide standards and procedures for the removal, elimination or relocation of signs, which fail to conform to those standards as established herein.

7. To establish an administrative framework for the enforcement of the standards and regulations established herein.
8. To provide for the licensing of sign contractors.
9. To further accomplish the general purpose and intent of the Codified Ordinances of the City.
10. To implement, in part, the Comprehensive Plan of the City.
11. To promote and protect the health, safety, morals, comfort, convenience and general welfare of the people of the City.

**1476.03 Definitions.**

Unless otherwise stated, the following terms shall, for the purpose of this Chapter, have the meaning indicated in this Article words used in the present tense include the future. Words used in the masculine gender include the feminine and neuter. The singular number includes the plural and the plural the singular. Where terms are not defined herein, they shall have their ordinary accepted meanings or such as the context shall imply:

1. **Abandoned Sign:** A sign no longer correctly advertising a bona fide business, institution, lessor, owner, product or activity available or located on the premises where the sign is displayed. See also Section 1476.04(I)
2. **Accessory Sign:** All other permanent signs, other than those referred to in Section 1476.04(A) herein, shall be considered accessory signs, including on-site directional signs for vehicles and pedestrians, parking restrictions, warnings and other similar signs. See also Section 1476.04(A) and Section 1476.08(B).
3. **A-frame:** A temporary sign, otherwise known as a sandwich board, which is not generally mounted to the ground. It is a double sided sign connected at the top and separated at the bottom.
4. **Architectural Materials:** Shall mean building materials used in or customarily used in the construction of the exterior of a building or the particular materials used in the construction of the exterior of any building which displays a cornerstone as defined herein.

5.     Awning:                     An structure, as of canvas, extended before a window, door, etc. as a protection from sun or rain. Any sign which is attached to or made a part of an awning shall be a measured sign for purposes of this Chapter.
  
6.     Backlighted Letter:       An illuminated reverse channel letter (open or translucent back) configured so light from the letter is directed against the surface behind the letter producing a halo lighting effect around the letter.
  
7.     Banner Sign:               A sign made of fabric or any non-rigid material with no enclosing framework. A banner sign shall be a temporary sign as regulated by this Chapter. See also Section 1476.05(H)(6).
  
8.     Bench                       Any bench, chair, seat or structure upon which a person may sit and which directs attention to a business, commodity service or entertainment conducted, sold or offered for sale. Bench signs are prohibited in the City.
  
9.     Billboard:                 See Section 1476.03(37).
  
10.    Building Director:         Shall mean building director or designee thereof.
  
11.    Cabinet Sign:             A lettered glass or plastic panel lit by fluorescent lighting behind. This signage is prohibited in the business districts (C-1 C-2, and C-3).
  
12.    Changeable Copy Sign:   Any sign on which the message, letters, characters, illustrations or other symbols can be changed, replaced or rearranged on the surface of the sign. This signage is prohibited in the business districts. (C-1, C-2, C-3). See also Section 1476.05(I).
  
13.    Channel Letter:            A fabricated or formed three-dimensional letter that may accommodate a light source.
  
14.    City:                       Shall mean the City of Berwyn, Illinois.
  
15.    Construction Sign:        A sign identifying the designers, contractor and financiers and other information regarding a project on the site where the sign is located. See also Section 1476.109(B)(1).

16. Cornerstone: Shall mean a permanent sign showing the name of the building, address, date of construction, name of the architect, name of the owner or similar information concerning a building, provided that where such sign is not integral with the design and structure of the building it shall consist of a cast metal plaque or similar object permanently affixed to the building. Included in the definition of cornerstone are the name of the building when presented as a part of the facade of the building, and decorative trim or other decoration device when designed and constructed as an integral part of the building, provided the same is purely ornamental and does not represent any trademark, logotype or other reference to the owner of the building or the products or services offered therein. No cornerstone may be a roof sign, or projecting sign or a painted sign and must be 'part of' as distinguished from 'attached to' a principal or accessory building.
17. Deteriorated: When applied to a sign or sign face shall mean a change in the condition of the sign such that structural members are weakened; fastenings are weakened or loosened; anchors are weakened or loosened; components of the sign such as letters, glass tubing, trim, access plane or other parts have become weakened, loosened, displaced or damaged, paint or other protective covering is worn away, flaked, peeling or loosened in whole or in part, and/or the sign face is flaked, peeling, worn away or damaged. A deteriorated sign or sign component need not be an unsafe sign or component and need not pose an immediate safety hazard.
18. Development Sign: A monument sign placed at the entrance to a residential, commercial or industrial subdivision, indicating the name of said subdivision.
19. Directional Sign: A sign designating the location or direction of any place or area.
20. Directory: Any permanent, enclosed changeable copy sign used to identify the occupants of a building or group of buildings and their location within the same. See also Section 1476.05(F).

21. Electrical Sign: Shall mean any sign containing electrical wiring or any sign which is attached to or intended to be attached to an electrical power source including batteries or solar cells or any sign which is lighted by an electrical light source attached to the sign for purpose of providing light upon the sign surface.
22. Erect: As applied to signs and as used in this Chapter, shall mean the act of construction, placing, displaying, erecting, relocating or painting in place a sign, and shall not include the printing fabrication or painting of signs in a sign shop or in a location other than where the sign is to be displayed or any permitted aspect of sign maintenance when applied to an existing sign. Repainting an existing sign constitutes a new sign which requires a permit.
23. Eye Catcher: Shall mean a temporary sign or device which flutters or moves in the wind, which revolves, moves or changes shape, or which reflects light in a startling or unusual way or which emits light, changes color, or turns on and off in such a way as to attract or capture the attention of a passerby. For the purposes of this definition, it shall not be a requirement that eye catchers contain or put forth any particular message or other information. However, the presence of a message or other information attached to or incorporated into the design of the eye catcher as defined herein shall not serve to classify it as any type of sign other than an eye catcher. Included here are strings of flags, pennants, whirly gigs, balloons or other inflatable items, or other wind-driven devices, flashing lights, search lights, novelty items or similar devices but without limitation to their being specifically included herein. Said type of sign is prohibited.
24. Facade: Shall be all window and wall area in the front plane or elevation of a building or storefront. In the case of a two-story building, only the first level shall be used in calculating the facade area. For purposes of calculating wall signage, if the facade is not a straight line, the facade shall be the lineal distance measured from corner to corner at grade level.

25. Firm: Shall mean any partnership, corporation, group or association whether constituted on a for-profit or not-for-profit basis.
26. Flag: Shall be a lightweight fabric, or other material with patterns and colors, which is meant to move in the wind. Flags of any political subdivision, corporation, church, nation or organization, or those flags which celebrate a holiday or season are allowed All other flags are prohibited.
27. Frontage: Shall mean, for the purposes of this Chapter only, a lot line or the length of a lot line, which is also the line of any public street right-of-way other than an alley. The frontage of the lot or parcel that is legally created or described as extending to the center line of a street shall be measured along the line which denotes the edge or boundary of the easement established for the street. The street shall exist or have been created for street purposes and may be a limited access or controlled access roadway but shall not be a utility right-of-way, drainage way, park or railroad and shall not be an alley.
28. Ground Sign: A free standing sign permanently attached to or supported by a foundation. Not attached to any building. Some examples of ground signs include, but are not limited to, pole signs and monument signs.
29. H-Channel Letter: A dimensional letter with baffles at the center of the cross-sectional shape for support of neon tubing and mounting of transformers.
30. Illegible: When applied to a sign shall mean any sign on which there are missing letters or words, a deteriorated sign face or an obscured sign face such that the recognition of the symbols or words or the cognition of the sign message is not immediate, requires a longer time than would be required if the missing, damaged or obscured parts were repaired or replaced. Any sign on which ten percent of the letters, words or symbols are missing, damaged or obscured shall be considered illegible for purposes of this Chapter.

31. Linear Feet: Shall mean the measurement of distance per foot in a straight line.
32. Maintain: Shall mean the act of restoring, preserving, refurbishing, cleaning, renewing, painting, repainting, or keeping within the public view the sign or signs.
33. Marquee: Shall mean and include any fixed hood or canopy, constructed of metal or other incombustible material and extending over the public right-of-way and providing a roof over the entrance of a theater, hotel, motel, restaurant, auditorium or similar use. See also Section 1476.05(K).
34. Measured Sign: All permanent signs for which this Chapter establishes restrictions upon the area of the sign or upon the total area of the signage to be displayed upon a lot.
35. Measured Sign Area: Shall mean the area of the sign face determined in one of the following ways and upon which the regulations of the amount of signage permitted by this Chapter is based:
- a. The measured sign area shall be taken as the area inside a perimeter determined by connecting with straight line segments the extreme outside corners or edges of the sign face. When individual letters are used, the sign area shall be determined by the above procedure and shall include all of the blank space, as well as the individual letters, in the square foot area thus determined.
  - b. Where the sign contains more than one face facing in the same direction, the perimeter shall enclose all such faces.
  - c. Where the sign contains identical faces facing in opposite directions, the measured sign area shall only be counted once.
  - d. All measurements shall be made from the actual sign or from scaled drawings and shall be accurate within one square foot All measured sign areas are expressed in square feet.

36. Name Plate: Shall mean a sign containing the name or street address and occupation or profession of the occupant of a building.
37. Off-premise Sign: Shall mean a sign, other than an outdoor advertising sign, which refers to a place of business or event at a location other than the lot upon which the sign is erected. Off-premise signs are prohibited in the City.
38. Outdoor Advertising Sign (Also "Billboard"): Shall mean a sign, sign board, wall or other framework, device or other structure erected and maintained for the purpose of displaying commercial and other message for hire. See Sections 1476.04(K) and 1476.04(L). Outdoor advertising signs shall be removed by pursuant to Section 1476.04(I)(3).
39. Painted Wall Sign: Shall mean any wall sign that is applied directly to the wall or other surface of any existing building or other structure without any support or surface preparation other than paint, primer, or similar products or materials. A painted wall sign is a prohibited sign. Existing painted wall signs shall be removed pursuant to Section 1476.04(I)(3). See Section 1476.04(L).
40. Pennant: Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind. This is considered an eye-catcher and hence is prohibited.
41. Person: Shall mean a person, partnership, corporation, firm, association or other body or individual.
42. Pole Sign: A type of ground sign.
43. Portable Sign: Shall mean any temporary ground sign or any other ground sign that does not conform to the regulations for sign construction and erection. Portable signs are prohibited in the City. See also Section 1476.04(L).
44. Projecting Sign: Shall mean any sign which is attached to a building or other structure and projects into or overhangs the public right-of-way or other public land except that a wall sign the face of which is parallel to the wall upon

which it is located and which projects is not more than one foot into the public right-of-way or other public land shall not be considered a projecting sign for the purposes of this Chapter. Projecting signs are prohibited in the City. Existing projecting signs shall be removed pursuant to Section 1476.04(I)(3).

- 45. Real Estate Sign: Any sign indicating that the premises upon which it is located is available for sale or lease. A real estate sign may be either a ground sign or a wall sign. Real estate signs must conform to the requirements of Section 1476.05(J).
- 46. Relocatable Sign: (Mobile sign) shall mean a permanent sign which is designed to be moved from one location to another for the purpose of advertising events or locations including trailer signs, and including signs that have either a fixed message or changeable copy message board. Such relocatable signs are prohibited in the City. See also Section 1476.04(L).
- 47. Reverse Channel Letter: A fabricated dimensional letter with opaque face and side walls.
- 48. Roof Sign: Shall mean any sign erected or constructed on or over the roof of any building or other structure or which extends above the cornice line of the building upon which it is located and supported in whole or in part by such building or structure. Roof signs are prohibited in the City. Existing roof signs shall be removed pursuant to Section 1476.04(I)(3). See also Section 1476.04(L).
- 49. Rotating or Moving Sign: Any sign which revolves, rotates, swings, undulates, or otherwise attracts attention by moving parts, whether operated by mechanical equipment or by natural sources, but not including flags or banners. Rotating or Moving signs are prohibited in the City.
- 50. Sign: Shall mean any placard, announcement, illustration, depiction, insignia, banner, fixture, or other object used to advertise or promote the interests of any person, product, event or other activity when placed out of doors or in a window, or other building opening in view of the general public or private property. The term shall include any supporting structure or trim and

shall also include any light or sound emitted from such sign or object the purpose of which is to attract attention to the sign and any light or light fixture to sole purpose of which is to illuminate such sign.

51. Signage: Shall mean the collection, aggregation or sum total of signs located on a lot, pertaining to a particular use or class of uses, subject to a particular regulation or standard, or however else aggregated.
52. Sign Components: For the purpose of this regulation, there are three components to a sign: the sign face, the supporting structure and the structural trim.
53. Sign Band: Shall mean the horizontal wall area immediately over the storefront and below the second floor line.
54. Sign Face: Shall mean the surface of the sign upon which the message, logotype, symbol, or other device is located including surrounding moldings, trim, decorative trim or any portion of the sign which is painted with a distinctive color scheme or in colors which contrast in hue or value with the painted or natural colors of the supporting structure or structural trim, if any.
55. Skeleton Sign: Shall mean a measured sign where individual letters are bracketed to a free-standing support. See also Section 1476.05(A)(5)(a).
56. Snipe Sign: A temporary sign or poster affixed to a tree, fence, etc.
57. Solid Sign: For purposes of construction specifications, a non-skeleton sign. See also Sections 1476.05(A)(5)(a) and 1476.05(A)(5)(b).
58. Structural Trim: Shall mean any battens, capping, nailing strips, laticing, platforms, railings and light fixtures attached to or used in conjunction with a sign.
59. Supporting Structure: Shall mean all load bearing members including uprights, cross bars, diagonal braces, guys, light fixture supports and similar components. The exposed back of any sign face shall be considered part of the structure.

- 60. Swinging Sign: A sign that is installed on an arm or mast or spar that is not, in addition permanently attached to an adjacent wall or upright. Swinging signs are prohibited. See also Section 1476.04(L).
- 61. Temporary Sign: Any sign irrespective of the type of sign or the materials used for its construction which is restricted by the terms of this Chapter as to the length of time that it may be erected, maintained, used or displayed. See also Section 1476.04(B), and Section 1476.09.
- 62. Wall Sign: Any sign which is attached to and supported by the wall of a building or other structure provided the sign face is parallel to the wall to which the sign is attached. See also Section 1476.05(D).
- 63. Window Sign: Any permanent sign displayed inside the window or a doorway of a building or upon the interior wall of a building opposite a window in such a way as to be clearly visible from the outside. See also Section 1476.05(G).

**1476.04 General Regulations.**

The standards, regulations and procedures established by this Chapter shall apply to all signs erected, displayed or maintained in the City, including all exterior signs and all interior signs located in windows, doorways or other building openings which are clearly visible from the building exterior, except for exempt signs as provided in Section 1476.04(J).

**(A) Sign Area.**

- 1. Wall sign area shall not exceed one and one-half (1.5) square feet per lineal foot of lot frontage. See sections 1476.05(D), 1476.07(A) and 1476.07(B).
- 2. Ground sign area shall not exceed one-half (.5) square feet per lineal foot of lot frontage. See sections 1476.05(E), 1476.07(A) and 1476.07(B).

**(B) Classification of Signs.**

For purposes of this Chapter, signs are classified into three groups as follows:

1. **Measured Signs:** All permanent signs for which this Chapter establishes restrictions upon the area of the sign or upon the total area of the signage to be displayed upon a lot including all business identification and on-premise advertising signs
2. **Accessory Signs:** All other permanent signs shall be considered accessory signs including on-site directional signs for vehicles and pedestrians, parking restrictions, warning and similar signs. Any accessory sign that exceeds the size limitations established by this Chapter for such signs or any accessory sign which bears a logotype, corporation symbol, or similar device in excess of the standards established for such names shall become a measured sign and part of the regulated area of the signage.
3. **Temporary Signs:** A temporary sign is any sign irrespective of the type of sign or the materials used for its construction which is restricted by the terms of this Chapter as to the length of time that it may be erected, maintained, used or displayed. In addition, the term "temporary sign" shall include any sign constructed of temporary, unsubstantial or inherently fragile materials such as paper, cardboard, water soluble paints and other such materials. See also Section 1476.09.

**(C) Permits.**

Except as provided in Section 1476.04(K) and Section 1476.09, it shall be unlawful for any person to erect, modify, or maintain any measured sign or any temporary sign for which a permit is expressly required without first obtaining a Sign Permit from the Building Department and making payment of the fee required.

In addition, all electrical signs including otherwise exempt signs, electrical access signs and electrical temporary signs subject to the regulations of the Electrical Code of the City shall be subject to the permit and fee requirements established therein.

1. Application for Sign Permit. An application for a sign permit shall be made upon forms provided by the Building Director and shall contain or have attached thereto the following information:

- A. Name address and telephone number of the person responsible for the erection of the sign.
- B. Name, address and telephone number of the owner of the sign if different from the above.

- C. Name, address and telephone number of the owner of the property or building upon which the sign is to be erected, if different from the above.
- D. The location of the property or building upon which the sign is to be erected.
- E. A drawing or other representation of the sign, showing the height and position of the sign and its relationship to lot lines, building set back lines, buildings or other structures on the property, if any; and buildings or other structures on the adjoining properties, if any. In the case of a wall sign, the location on the facade must be indicated.
- F. Two sets of plans and specifications for the sign and its methods of attachment to either the ground or to a building, and one copy of a stress sheet and calculations bearing the seal of an architect, engineer, or manufacturer showing that the sign is designed for dead load and wind pressure as required by the Building Code of the City or other applicable ordinances of the City. This requirement may be waived for all wall signs and ground signs where the Building Director finds that he is provided with sufficient information in Section 1476.04 above to determine compliance with all of the requirements of this Chapter. His determination shall be based on consideration of location, size, weight, materials and method of attachment, none of which shall represent a threat to public safety.
- G. Two sets of plans or other diagrams and specifications for all electrical components of the sign and the electrical service to the sign or the Underwriters Laboratories certificate number for the sign in question.
- H. A written statement of the consent of the owner of the building or other structure or the land upon which the sign is to be erected.
- I. A signed copy of the insurance policy or bond as required by Section 1476.04(E).
- J. Such other information as the Building Director shall require showing full compliance with this Chapter and all other applicable laws and ordinances of the City.
- K. A receipt for the full amount of the fees required by this Chapter and for the erection of a sign and all other applicable ordinances of the City.

- L. Signs installed without first obtaining a permit are illegal and shall be removed until such time as a permit is obtained. The permit fee for reinstalling such a sign shall be doubled and subject to fines per section 1444, and the sign shall not be reinstalled until such time as all requirements herein are complied with.

2. Issuance of Permits. Upon receipt of the completed application, the Building Director of the City shall review the application, plans, specifications and other information required and shall, where they deem necessary, inspect the site and location of the proposed sign, and upon reaching a determination that the proposed sign meets the requirements of this Chapter and all other applicable ordinances, shall issue a sign permit. If the proposed sign does not meet the requirements of the Chapter, the applicant shall be informed in writing that his application has been denied. The Building Director shall take formal action on the application within thirty days of the date the application was filed. Failure to take action within 30 days shall be deemed a denial.

3. Revocation of Sign Permits. All rights and privileges acquired under the provisions of this Chapter are mere licenses and are revocable for cause by the Building Director. Further, if the work authorized by the sign permit is not completed within six months of the date of issuance of the permit or by the agreed date for the completion of the sign as shown on the permit, such permit shall become null and void. The Building Director may, upon written request, grant an extension of the completion date of up to three months.

4. Appeal. Any person aggrieved by a denial or revocation by the Building Director concerning any provision of this Section, may appeal to the Zoning Board of Appeals within five (5) days of such decision. The Building Director shall take no further action on the matter pending the Zoning Board of Appeals decision, except unsafe signs which present an immediate and serious danger to the public may be removed. The appeal shall be heard by the Zoning Board of Appeals in accordance with the rules, regulations and bylaws adopted for this purpose set forth in Chapter 1244.

**(D) Sign Contractor Registration.**

- 1. Registration Required. No person or firm shall perform any work or service for any other person, with or without compensation in connection with the erection, relocation, construction, reconstruction or maintenance of a sign as regulated by this Chapter unless the person or firm performing the work is a registered sign contractor with the City.
- 2. Exception. Notwithstanding the above requirement, a general contractor, or appropriate subcontractor may, in the normal course of the construction of a building, erect, construct or install a cornerstone or similar devices as provided in Section 1476.04(K).

3. Application. Application for a sign contractor registration shall be made in writing to the City Collector and shall be accompanied by a statement of the applicant's qualifications, competency, the required license fee and bond or insurance policy as provided below.

**(E) Indemnification.**

1. Sign Contractor's Indemnification. All persons engaged in the business of erecting or maintaining signs in the City which involves, in whole or in part, the erection, installation, relocation, maintenance of a sign or other sign work immediately adjacent to a public right-of-way or in, over, or immediately adjacent to other public property so that a portion of the public right-of-way or public property is used or encroached upon by the sign contractor, shall agree to hold harmless and indemnify the City, its officers, agents and employees from any and all claims of negligence or damage suffered resulting from the erection, alteration, relocation, maintenance or other sign work insofar as this Chapter has not specifically directed the placement of a sign.
2. Bond Requirements. Every applicant for a permit required by this Chapter shall, before the permit is issued, file with the City Collector, a license bond in the sum of \$25,000 executed by the applicant and an approved surety company, and conditioned on the faithful observance of this Chapter and all amendments thereto and to the terms and conditions of any variations granted hereto and to any other law and ordinance of the City relating to signs, other advertising structures, marquees or awnings, of said applicant, or by reason of any damages or injury wrongfully caused by or resulting there from In addition, a certificate of liability insurance issued by an insurance company authorized to do business in the State of Illinois, with bodily injury limits of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate and property damage insurance of at least \$500,000 per occurrence and \$500,000 aggregate. Registered sign contractors shall not be required to file such bond or liability insurance policy for each sign permit provided that the bond and policy is filed with the application for the contractor's registration and faithfully and continuously renewed. Such insurance shall not be cancelled or reduced without the insured giving thirty days written notice to the City of such cancellation or reduction.

**(F) Fees for Sign Permits.**

Fees for all required permits, plan reviews, inspections, electrical permits for signs, and annual fees on variances shall be paid in accordance with Chapter 1444 of this Code.

**(G) Inspections.**

All signs shall be subject to an initial inspection as provided herein and no person shall put into use or maintain in use any sign until a certificate of inspection has been affixed to the sign permit by the Building Department of the City.

Owner's Obligation. Whether or not an annual license or permit is required or issued, it shall be the obligation of the owner of any sign to maintain such a sign in conformance with the provisions of this Chapter at all times.

The Building Director shall inspect, at any time deemed necessary, each sign regulated by this Chapter to ensure that any sign conforms to this Chapter and all other ordinances of the City.

**(H) Maintenance of Signs.**

All signs shall be maintained in a safe, legible and good condition.

1. Safety: All signs shall be maintained to the same structural standards by which they were approved or, in the case of nonconforming signs, the standard by which they would have otherwise been approved. All metal parts which are subject to rust or corrosion shall be painted at all times, all anchors and other fastenings shall be maintained in a secure and functioning condition capable of sustaining the loads for which they were designed. All sign faces shall be smooth and free from nails, tacks, wires, splinters and other hazards.
2. Legibility: All signs shall be maintained in a legible condition. Painted signs shall be repainted at such times as the deterioration of the paint results in illegibility or disfiguration. Repainting an existing sign constitutes a new sign which requires a permit.
3. Condition: All glass panes or panes of other materials that comprise the sign face shall be immediately replaced if broken. All electrical components, switches, lamps, relays, fuses and similar devices shall be maintained in good working order.

**(l) Nonconforming Signs.**

1. Any sign which was erected prior to the adoption of this Chapter and in conformance with the requirements of the sign ordinance in effect at the time of its erection but which fails to meet the size, location or other applicable requirements of this Chapter, shall be considered a legal nonconforming sign and shall be permitted to continue in such status until the earlier of such time as it is either abandoned, removed by its owner or the amortization period, as defined in Section 1476.04(l)(3) has expired. A legal nonconforming sign may be maintained only in conformance with the following regulations:

- a. Inspections: All nonconforming signs of a type for which an annual license is required shall be inspected and any deficiencies in the condition of the sign shall be corrected as provided in Section 1476.04(H).
- b. Fees: All nonconforming signs of the types for which annual license fees are established as provided in Chapter 1444, shall be charged such fees. Failure to pay such annual fees in the manner prescribed shall be cause for the immediate removal of a nonconforming sign.

2. Removal of Nonconforming Signs. Notwithstanding the requirement for the payment of annual license fees, a legal nonconforming sign may continue in such status unless any of the following regulations applies:

- a. Alteration in any way except for normal maintenance and repair.
- c. All nonconforming signs or all components of nonconforming signs which are prohibited signs as provided in Section 1476.04(L) other than signs described herein shall be removed as provided in Section 1476.04(l)(3) below and shall not be re-established.
- d. All nonconforming signs, which are abandoned signs as provided in Section 1476.04(J), shall be removed immediately upon passage of this Chapter.
- e. Any existing sign that the Police Department finds to be nonconforming with respect to Section 1476.05(B)(7) shall be removed immediately following notification by the Police Department. Such signs may be relocated or re-erected in a conforming manner.
- f. The nonconforming signs of any business or other legal entity which ceases the activities to which the signs apply or which is replaced by

a different business or other entity shall be removed, relocated or rebuilt in a conforming manner. Relocating or rebuilding a sign constitutes a new sign which requires a permit.

- g. The nonconforming signs of any business or other activity which changes ownership but which continues the operation of the business or activity may be continued as legal nonconforming signs for a period of ninety (90) days.
- h. All temporary nonconforming signs shall be removed and shall not be reestablished except in compliance with this Chapter immediately following the date of the event to which the signs pertain or, in cases where no such date is specified, either by ordinance or by permit, within thirty (30) days.
- i. Any nonconforming sign, which the Building Director finds to be unsafe, shall be removed immediately.
- k. No sign shall be moved in whole or part to any other location on the same or any other lot unless every portion of such sign is made to conform to all regulations of this Chapter and other applicable regulations of the City.
- l. A nonconforming sign which is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration to the condition in which it was before the occurrence shall exceed fifty percent (50%) of the cost of the replacement of the entire sign, shall not be restored unless said sign shall conform to all of the regulations of this chapter and other applicable regulation of the City.

3. Amortization of Nonconforming Signs. Not later than seven (7) years from the date of passage of this Chapter, all nonconforming signs must be removed or brought into full compliance with the requirements herein.

**(J) Abandoned Signs.**

The following regulations shall govern abandoned signs.

- 1. For the purpose of this Chapter, the following signs shall be deemed abandoned:

- a. Any sign, which is located on property which becomes vacant and which remains vacant for a period of 30 days except that real estate signs in accordance with Section 1476.05(J) may be displayed thereon.
  - b. Any sign, wherever located, which refers to a business or other activity, which has become vacant and remains vacant for a period of 30 days.
  - c. Any sign for which an annual permit or license fee is charged and where the owner of such sign fails to obtain such permit or license within 60 days of inspection and proper notification.
  - d. Any sign announcing an event or the date or dates of an event which has passed, except permanent signs announcing the opening of a new business or activity provided that the references to the dates of the opening are removed upon opening. See also Section 1476.09(B)(2)(d).
  - e. Any dilapidated, deteriorated, unreadable, illegible, structurally unsound, or unsafe sign.
2. Removal of Abandoned Signs. It shall be the responsibility of the owner of any property upon which an abandoned sign is located to remove such sign either immediately or within the time period otherwise established in Section 1476.04(J)(1) above. Removal of an abandoned sign shall include the removal of the entire sign including the sign face, supporting structure and structural trim. Where the owner of the property on which an abandoned sign is located fails to remove such sign in a timely manner, the Building Director may remove such sign. Any expense directly incurred in the removal of such sign shall be charged to the owner of the property. Where the owner fails to pay, the City may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.

**(K) Exemptions.**

The provisions and regulations of this Chapter shall not apply to the following signs; provided, however, that such signs shall be subject to the Electrical Code of the City, the regulations governing the removal of unsafe and unlawful signs, and the regulations herein.

1. Traffic control signs, warning signs and temporary construction and routing signs erected, maintained or operated by a governmental agency in conformance with the Manual for Uniform Traffic Control Devices.

2. Signs authorized and erected by the City, including public notices posted by public officials or employees in the performance of their duties.
3. The signs of any other governmental agency erected and maintained in the furtherance of agency's official mission, duties and responsibilities.
4. Warning signs placed by utility companies or others in areas of danger that are accessible to the public.
5. Identification tags, labels, plaques and signs used by utility companies and other organizations to identify fixed operating equipment and for similar purposes.
6. Signs on poles which indicate towing regulations or restrictions.
7. Homeowner's signs indicating items of personal property "for sale", "beware of dog", "no trespassing" and similar signs may be displayed upon residential property provided such signs pertain to an actual offering for sale or announce an actual warning and provided further that such signs do not exceed two square feet in area and are not located in any required yard.
8. Outdoor advertising sign (including legal nonconforming outdoor advertising signs) erected and maintained in conformance with the Outdoor Advertising Ordinance of the City.
9. Political signs may be displayed without permit provided that such signs are not located in the public right-of-way, attached to utility poles or trees and provided further that such signs are removed after the election or referendum.
10. Religious signs may be displayed without permit provided that such signs are not located in the public right-of-way or attached to utility poles or trees. Not included in this exempt section are signs identifying places of religious worship, which are considered measured signs and included in the terms of this Chapter.
11. Real estate signs in conformance with the requirements of Section 1476.05(J) herein.
12. Seasonal decorations, including items of a primarily decorative nature associated with national, local or religious holidays. Such seasonal decorations visible from the public right-of-way shall be removed within thirty (30) days after the event.

13. Snipe signs and temporary signs advertising garage sales, estate sales, bazaars, and rummage sales and similar events may be displayed during the time of the event. Such signs shall not be attached to any utility poles, light standard, tree, or placed in any right-of-way.
14. Temporary window signs of non-permanent materials such as paper, poster board or similar materials may be displayed in any window provided such signs do not occupy more than 20% of the area of the window. However, such signage may not obscure entry areas or prevent the general public or public safety personnel from viewing interior or exterior activity.
15. Signs on vehicles provided such signs are not relocatable signs as regulated by this Chapter and provided further that such vehicles are fully operable and licensed by the State of Illinois and are being operated in normal and customary fashion. Such signs are limited by the provisions of Section 1476.04(L)(7) herein.
16. Official flags, pennants or insignia of any governmental or nonprofit organization and flags of any country.
17. Construction signs. See Section 1476.09(B) for requirements.
18. Any sign designated by the Historic Preservation Commission as having a historic quality.

**(L) Prohibited Signs.**

The following signs, parts of signs, characteristics of signs, and sign-like objects are prohibited and may not be erected, maintained, continued or used in the City:

1. Any sign or similar object, color, light, shape or combination thereof which resembles an official traffic control device or sign, or is a representation of such a traffic control device or sign.
2. Any obscene language or graphic material or other representation of an obscenity or obscene act.
3. Any sign, signal or similar device which emits music, speech, simulated speech or any other sound on a regular or intermittent basis.
4. Any sign affixed to a tree.
5. Any sign affixed to a utility pole, public light or street light, traffic control device or similar standard used for lighting, such as parking lot lights.

6. Any sign or similar device, which contains a strobe light or any other high intensity light, which is emitted on a periodic or intermittent basis, or any such light used as an eye catcher.
7. Any sign attached or painted onto an inoperable or unlicensed motor vehicle or any sign attached to a licensed vehicle within 50' of the public right-of-way or on the property to which the sign thereon refers.
8. Any outdoor advertising sign which is not a permitted sign (including legal nonconforming outdoor advertising signs) under the Berwyn Outdoor Advertising Sign Ordinance. Outdoor advertising signs shall be removed pursuant to Section 1476.04(l)(3).
9. Bench signs as defined herein.
10. Cross-Street Banners. Banners strung across the public right-of-way are prohibited.
11. Rotating or moving signs as defined herein.
12. Eye catchers as defined herein.
13. Any off-premise sign as defined herein.
14. Portable signs as defined herein.
15. Painted wall signs as defined herein. Existing painted wall signs shall be removed pursuant to Section 1476.04(l)(3).
16. Projecting signs as defined herein. Existing projecting signs shall be removed pursuant to Section 1476.04(l)(3).
17. Relocatable (mobile) signs as defined herein.
18. Roof signs as defined herein. Existing roof signs shall be removed pursuant to Section 1476.04(l)(3).
19. Swinging signs as defined herein.
20. Larger than life size inflatable and/or plastic figures representing tradespersons, animals, products or other figures commonly associated with a particular business or occupation.
21. Any sign painted on the roof of a building, pavement or other surface or structure.

22. Any otherwise exempt sign, which exceeds the regulations or restrictions for size, location or time of display, placed on such exempt signs by Section 1476.04(K).

**(M) Removal of Signs.**

Signs required to be removed by this Chapter shall be removed in accordance with the following regulations:

1. It shall be the responsibility of the owner of the property upon which a sign is located to remove such sign as required by this Chapter, except that where a sign is a leased sign being maintained under the terms of a current lease, it shall be the responsibility of the owner of the same sign to remove same. In any case in which a sign has been removed by the Building Director or by a private contractor at the direction of the Building Director in accordance with the provisions of this Chapter, any cost directly incurred in the removal of such sign shall be charged to the owner of the property. If the owner fails to pay such costs to the City within thirty days, then the City may file a lien upon the property for the purpose of recovering all reasonable costs associated with the removal of the sign.
2. Nonconforming signs shall be removed in accordance with the provisions of Section 1476.04(I) and this Section.
3. Abandoned signs shall be removed in accordance with the provisions of Section 1476.04(J) and this Section.
4. Prohibited signs and other signs erected subsequent to the passage of this Chapter and found to be in violation of this Chapter shall be removed by the owner of such sign within thirty days of receiving notice of such violations. If after thirty days such sign has not been removed, the Building Director may remove it as provided in Section 1476.04(J)(2), above.
5. Any permitted or prohibited sign that becomes a danger to the public, because of damage to or deterioration of the structure must be removed immediately. Where the owner cannot be immediately contacted, the Building Director may order such sign removed as provided in Section 1476.04(J)(2), above.

**1476.05 Regulations for Particular Signs**

The following regulations shall govern the design, erection and maintenance of the various types of signs wherever permitted.

**(A) Sign Construction.**

All signs other than temporary signs shall be constructed in conformance with the following regulations:

1. All wall sign, ground sign, monument sign, directory, or any other measured sign shall be designed by an architect, structural engineer or manufacturer and must be in compliance with the Building Code of the City.
2. All electrical signs shall bear the seal of Underwriters Laboratories or an equivalent agency engaged in practice of making safety inspection and certifications of electrical equipment.

Construction specifications:

3. All ground sign structures shall be self-supporting structures and permanently attached to sufficient foundation which shall include architectural treatments such as brick or stone.
4. Electrical service to ground signs shall be buried or otherwise concealed.
5. All signs, except those attached flat against the wall of a building shall be constructed to withstand wind loads as follows, with correct engineering adjustments for the height of the sign above grade:
  - a. For solid signs, 30 pounds per square foot on the largest face of the sign and structure.
  - b. For skeleton signs, 30 pounds per square foot of the total face cover of the letters and other sign surfaces, or 10 pounds per square foot of the gross area of the sign as determined by the overall dimensions of the sign, whichever is greater.
6. No sign shall be suspended by chains, or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that could cause wear on supporting members or connections.
7. Support and braces shall be an integral part of the sign design. Angle irons, chains, or wires used for supports or braces shall be hidden from public view.
8. All signs shall be marked with the manufacturer's name in a size easily visible from the ground. All electric signs shall also include: for

incandescent lamps, the number of lamp holders; for electric discharge lamp signs, the input amperes at full load and the input voltage.

**(B) Sign Erection.**

All signs shall be erected in accordance with the following regulations:

1. Wall signs. All wall signs shall be safely and securely attached to the building by means of metal anchors, bolts or expansion screws or other fastening approved by the Building Director and imbedded in the wall. However, such signs may rest or be bolted to heavy metal brackets or saddles each of which shall be attached to the wall as provided above. In no case shall any sign be secured to a building with wire, strips of wood or nails. The Building Director shall approve the methods and materials used in the erection of all wall signs.
2. Pole signs. All pole signs, directories and similar approved free standing signs shall be erected on posts or standards extending at least 72" below the natural surface of the ground. All posts or standards shall be protected from moisture and corrosion below grade.
3. Ground Signs. All ground signs and similar approved free standing monument signs shall be secured to a brick/stone base which in turn will be secured to a concrete foundation extending at least 42" below the natural surface of the ground
4. Window Signs. All window signs other than painted signs shall be safely and securely attached to the window frame or other structural member and shall not be fastened to the glass. No window sign shall be located in such a way as to block or prevent ingress or egress through any window, doorway or any required fire opening.
5. Safety. All signs shall be installed and maintained in a workmanlike manner using equipment, which is adequate and safe for the task. The Chapter recognizes that one of the greatest perils to public safety is improper performance of sign contractors in the use of inadequate equipment. As such, the Building Director may deny a sign permit if the sign contractor does not have or does not arrange for the use of adequate equipment. The Building Director may also cite the sign contractor for a violation of this Chapter if he fails to use proper equipment in the maintenance of a sign.
6. Electric Signs. This Chapter recognizes that electric signs are controlled under the special equipment provisions of the Electrical Code of the City. It also recognizes that the electric sign contractors have developed a

specialized trade of high voltage discharge electric sign installation and maintenance to properly install and service high voltage electric signs. Electric sign contractors and their employees are hereon authorized to perform the following specific tasks:

- a. Install exterior electric signs, ballasts, or high voltage transformers to sockets or outline lighting tubes, and may connect said signs to primary branch circuits, if said circuits already exist outside of the building.
  - b. Install interior electric signs, but may not connect said signs to the primary branch circuit.
  - c. Maintain and replace any electric component within the sign, on its surface, or between the sign and building for exterior signs only. This Chapter prohibits the electric sign contractor or its employees from performing work on electric signs in contradiction to the Electrical Code of the City.
7. Location. All signs shall be located in conformance with the requirements of Section 1476.05 and 1476.06, In addition, signs shall be located so as to provide for the clear view of any traffic control sign or device and no sign shall be erected so as to obscure such a device or so as to create a situation in which it is difficult to distinguish the traffic control device from the sign. The location of any sign at an intersection at which there are traffic signals shall first be approved by the Police Department.

**(C) Lighting.**

The lighting of all signs shall conform to the following regulations:

1. Signs may be lighted internally or externally with a lighting fixture the sole purpose of which is to light a sign. The lighting fixture shall be construed, for purposes of this Chapter, to be a part of the sign.
2. All external lighting fixtures and reflectors shall be provided with the proper glass lenses or hoods concentrating the illumination on the area of the sign and preventing glare upon the street or other adjacent property. No floodlight or spotlight of the simplified industrial type shall be permitted.
3. The lettering or advertising designs to be illuminated internally may be composed of glass or other transparent or translucent material provided that any glass forming the sign face shall be laminated safety glass, tempered glass or wired glass at least one-quarter inch thick.

4. All lighting fixtures and all electrical service may be approved by the Electrical Inspector if they conform to the Electrical Code of the City.
5. Under no circumstances shall signs or sign components be used as site lighting or exterior lighting.

**(D) Wall Signs.**

1. Wall sign shall mean any sign, which is attached to and supported by the wall of a building or other structure provided the sign face is parallel to the wall to which the sign is attached. Further, where the wall treatment of a building establishes a sloping wall or a "mansard roof" wall treatment, a wall sign may be located on such a sloping surface or "roof". The face of a sign located on a sloping roof may be vertical and need not parallel the sloping surface of the wall.
2. Size. See Section 1476.04(A).
3. Location:
  - a. A wall sign shall not project more than one foot from the wall to which it is attached.
  - b. A wall sign shall not cover partially or wholly any wall opening.
  - c. A wall sign shall not project beyond the ends of a wall to which it is attached nor shall it project above the lowest point of the eaves or the cornice line or cap of the wall to which it is attached.
4. No wall sign can project into or overhang the public right-of-way or other public property.
5. No wall sign shall be located so as to prevent fire access from any door, window or fire escape.

**(E) Ground Signs.**

1. Ground sign (or pole sign) as permitted by this Chapter shall mean a sign permanently attached to or supported by a foundation in the ground.
2. Design. The primary supporting structure (uprights) of a ground sign shall be constructed from circular, square or rectangular sections of steel, wood, brick, stone or other material approved by the Building Director. All

secondary supporting members, braces, guys, structural iron, flanges, and electrical components shall be concealed. All exposed structural materials or covering materials shall have a permanent finish and shall be maintained in a safe condition as provided in Section 1476.04(H). The base of any vertical ground sign shall be landscaped with a planting of low evergreen shrubs or other decorative screening for the foundation but not to exceed four feet in height. The landscaped area shall equal one square foot for every square foot of sign face.

3. Height of Ground Signs. A ground sign shall have no part of the sign higher than the height of the principal building on the lot.
4. Location. Ground signs shall be located within the property lines and no part of the sign shall overhang the public right-of-way or any adjoining property. The following additional regulations shall apply to the location of ground signs:
  - a. In all residential districts, ground signs shall be set back five feet from the public right-of-way.
  - b. A ground sign shall not be located within 100 feet of any other ground sign on the same lot or zoning lot.
  - c. In any yard adjoining the intersection of street, alleys or driveways, a ground sign shall be designed or located in such a way that it does not interfere with the clear view of motorists and pedestrians. Such sign shall be three feet in height or less or shall be set back from the intersection in such a way as to maintain the clear view of the intersection by both motorists and pedestrians. At minimum in intersection situations, the sign shall not be placed within a sight triangle having one side along the property line or sidewalk a distance of 15 feet from the intersection; the second side along the other property line, sidewalk, alley or driveway a distance of 15 feet from the intersection, and the third side along a line between the two points on the other two sides which are 15 feet from the intersection. The following exceptions may be permitted by the Building Director where he finds that the resultant sign will not obscure vision at the intersection: an accessory sign of four square feet or less or a ground sign supported by a structure having a width of eighteen inches, when measured at the widest point, or less and the lowest point of the sign at least ten feet above grade.

**(F) Directories.**

1. Directory shall mean any permanent, enclosed changeable copy sign used to identify the occupants of a building or group of buildings and their location within the same or similar events where such sign is located on the same premises as the building or buildings and where such sign contains no more than eighteen square feet of measured sign area.
  
2. Location:
  - a. In districts for which there is no required front yard, directories may be located at the property line. In all other areas, directories shall be set back at least five feet.
  
  - b. There shall be no more than one directory for each street that the lot or building fronts upon, except that where a building adjoins one or more additional streets, one additional directory shall be permitted for each such street face that contains a point of public access to the building.
  
  - c. Additional directories may be erected when located within the building lines established for the lot upon which they are located, provided that such additional directories shall be counted as measured signs.

**(G) Window Signs.**

1. Window signs shall mean any permanent sign or similar device displayed inside the window or a doorway of a building or upon the interior wall of a building opposite a window in such a way as to be clearly visible from the outside.
  
2. Any permanent window sign, any window sign constructed of permanent materials or any lighted window sign is a measured sign. No window sign shall have a total measured sign area in excess of twenty percent (20%) of the opening in which it is located except that neon borders or other decorative borders on a transparent window shall be measured using the actual area of such borders rather than measured sign area as defined in this Chapter. Such signage may not obscure entry areas or prevent the general public or public safety personnel from viewing interior or exterior activity at the location. Any neon borders shall be protected by a clear Plexiglas cover that will prevent contact with the neon tube and/or the splices made to the neon tube. The Plexiglas shield shall be placed away from the neon tube and/or splices to provide for ventilation and to prevent

the buildup of heat. All neon transformers and wiring shall be adequately supported and installed in a good and workmanlike manner and be secure from the public.

**(H) Awning Signs.**

Any sign which is attached to or made a part of an awning shall be a measured sign for purposes of this Chapter. A sign located on an awning shall be affixed flat to the surface thereof, be non-illuminated, and shall indicate only the business name, address, phone number, website and one logo. Awning scale and proportions are to be appropriate for the building on which they are mounted. Awnings must be uniform in size, shape (except for arched openings, see "Forms" below) and color in order to unify multiple storefronts within a single building. The length of the awning is to be restricted to the length of the storefront opening. Awnings must not continue over masonry piers. The vertical and horizontal dimension should be proportional to the overall projection of the awning.

1. Projection. Awnings may project a maximum of 54 inches. Projection depth should match the existing adjacent awnings provided they comply with the acceptable minimum projection. Awnings should be placed at a minimum height of 8 feet above the sidewalk. No backlit awnings are allowed.
2. Forms. Awning forms are to conform to the general shape of the opening. Arched openings are to receive V2-round domed awnings, whereas rectangular openings are to receive rectangular, gently sloping; planar forms with closed ends. Valances may be fixed or loose. Bubble awnings are prohibited.
3. Mounting. Awnings may be fixed or retractable. Retractable awnings must be kept either in the fully projected position or the fully closed position. Fixed awnings are to have concealed rigid metal frames. Retractable awnings should have a canopy cover and automatic retractable rollers mounted to the building. Under panels are not desired. Frames should be painted to match or complement the color of the awning cover material or its underside.
4. Materials. The awning material should be taut, not relaxed. Awning materials may include matte finish painted army duck, vinyl-coated cotton, acrylic-coated polyester, and vinyl-coated polyester or cotton and solution-dyed acrylic. All awnings shall be restricted to cutout lettering, heat color-transfer, pressure sensitive vinyl films or sewn applique signs. All awnings located on the same building must be the same material and lettering.

5. Colors. Awning and banner colors must take into account the color selection of the surrounding materials, buildings, signs, awning, of the retailer/user and district. All awnings located on the same building must be the same color. Colors should enhance and complement the building.
6. Banners. Banners may be location, event, holiday or sponsor specific and are temporary signs as defined by this Chapter. Banners are to be secured to building walls or mounted on existing poles by fixed brackets and hardware.
7. Compliance. All new or replacement awnings and banners must comply with all applicable City Codes.

**(l) Changeable Copy Signs.**

Any permanent changeable copy signs are measured signs and are permitted subject to the restrictions for measured signs as provided in this Section, Section 1476.09 and this Chapter generally and subject to the following regulations:

1. Changeable copy sign. Shall mean any sign on which the message, letters, characters, illustrations or other symbols can be changed, replaced or rearranged on the surface of the sign. Included in this definition are time and temperature clocks with digital displays, electronic message boards, changeable displays of product prices and permanent changeable copy boards.
2. Electronically controlled message signs. No message, word or symbol may be displayed for a period of less than four (4) seconds duration. "Rolling" messages, words or symbols that appear to be animated, move, scroll, blink or flash are not permitted. All message, words or symbols displayed must relate only to goods or services offered on the same lot or to community service announcements.
3. Location. Changeable copy signs are permitted as or as part of any permitted wall sign or ground sign subject to the regulations established for such signs.
4. Maintenance. In addition to the general requirements for sign maintenance, all changeable copy signs shall bear a legible message, other suitable display or left blank. Electronic devices when not in use may be left blank and unlighted. Any lighted or electronic changeable copy sign in which the electrical or lighting components are operating in an erratic, broken or damaged fashion shall be turned off or removed.

**(J) Real Estate Signs.**

Real Estate Signs shall conform to the following provisions:

1. Real estate signs shall be erected only on private property and are restricted to the actual location of the property being sold, rented or leased.
2. No more than one real estate sign shall be erected on any property, except that twenty-four (24) hours prior to a formal public showing of the property, an "Open House" sign may be erected. Said "Open House" sign must be removed by 6:00 p.m. the day of the showing. Banners, flags, bunting or other adornments may only be used in conjunction with an "Open House" sign and only during specific hours of the formal public showing of the property.
3. No real estate sign shall project beyond the property line into the public right of way.
4. In areas zoned residential, no real estate sign shall exceed four square feet in area, except that a "rider" not exceeding six inches in vertical height, by the horizontal length of the sign, may be added.
5. In areas zoned residential, no real estate sign shall exceed a maximum height of four feet above the existing grade at the point of erection. The sign structure is not included in calculating the maximum height.
6. In areas zoned commercial and industrial, no real estate sign shall exceed thirty tow square feet in area.
7. In areas zoned commercial, no real estate sign shall exceed a maximum height of six feet above the existing grade at the point of erection. The sign structure is not included in calculating the maximum height.
8. Real estate signs located on developed property in areas zoned residential shall be erected parallel to the front side of the main residential building located on the property. The sign shall be placed no more than three feet from the front foundation wall of said building. However, if landscaping or other natural obstructions preclude visibility of the sign, then the sign may be placed immediately in front of the obstruction.
9. Real estate signs located on vacant property in areas zoned residential shall be erected parallel to the public right of way, and shall be placed no less than twelve feet from the front property line. However, if landscaping or other natural obstructions preclude visibility of the sign, then the sign may be placed immediately in front of the obstruction.

10. Real estate signs located on any property in areas zoned commercial or industrial shall be erected parallel to the public right of way and shall be placed no less than five feet from the property line.
11. Real estate signs located on any property in areas zoned residential, commercial or industrial, where the building is situated on the property in such a way that it abuts the front property line, or is set back less than the required minimum from the front property line, may be attached to either the front or side of said building. Such a sign shall be securely mounted to the building or poles or to a framework which is sufficiently strong to support the sign.
12. Real estate signs shall not be illuminated signs.
13. Real estate signs shall be removed by the person having responsibility for the placement of such sign, including, but not limited to the broker, sales agent or owner of said property, within forty-eight hours after the issuance of real estate transfer stamps for the subject property.

**(K) Marquees.**

1. Marquee shall mean and include any fixed hood or canopy, constructed of metal or other incombustible material and extending over the public right-of-way and providing a roof over the entrance of a theater, hotel, motel, restaurant, auditorium or similar use.
2. The roofs of marquees shall be used for no other purpose than to form and constitute a roof; and may be opaque, translucent or transparent. The roof of a marquee shall not bear or carry any sign or other advertising device.
3. Location. A marquee may be constructed over that portion of the public right-of-way, which is a sidewalk. No marquee shall extend beyond the curb line of the street. A marquee shall be at least ten feet above the sidewalk. No marquee shall extend above the sill line of windows on the second story of a building to which it is attached or above the cornice line of a one-story building.
4. Erection. No marquee shall be attached to the ground, but shall be supported entirely by the building to which it is attached.
5. Signs on Marquees. Signs on marquees shall be measured signs and shall be subject to the regulations for sign area established in Article 7. No sign shall be located on the roof of a marquee nor be suspended from a marquee so as to have a clearance of less than ten feet.

**(L) A-Frame Signs.**

First floor businesses may have one A-Frame sign which shall be no larger than six (6) square feet which is not calculated against the total square feet allowed and which may be placed on the public way provided the following requirements are met:

1. A license agreement is entered into a form and amount approved by the City indemnifying and holding the City harmless from liability and naming the City, its officers and employees as an additional insured on a general liability insurance policy. Such license agreements shall be approved and signed by the Building Director.
2. Sign may be displayed during business hours only and must be removed each day.
3. Signs may not be placed in any location where the paved area for pedestrian passage is reduced to less than six (6) feet or within fifteen (15) feet of any intersection, driveway or crosswalk.
4. A-Frame signs shall be constructed of wood, metal or durable plastics.
5. The minimum fine for a violation of this Section shall be seven hundred fifty dollars (\$750.00). Each day that such a violation shall continue shall constitute a separate offense.

**1476.06 Signs Permitted on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue.**

Signs, which are erected on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue, shall be subject to separate regulations than those that are listed generally within this Chapter. Measured signs, as defined in Section 1476.04(A)(1) may not be erected or maintained on any lot in excess of the limitations established in this Chapter regarding size, type, location, number and total area of signs for Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue. Accessory signs are permitted in addition to the limitations placed on measured signs in accordance with the provisions of Section 1476.08. Temporary signs are permitted in addition to the limitations placed on measured signs and for a specific period of time in accordance with the provision of Section 1476.09. Signs erected in the downtown will also be subject to review and approval by the Berwyn Main Street Foundation.

Commercial signs on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue should reflect the character of the building style, while expressing each store's individuality. There are several prominent sign styles that are appropriate: surface mounted, pin-mounted signs, interior, and decal signs. Sign materials are limited to painted wood, canvas, architectural glass and metal. Sign color is to be selected to harmonize with the building upon which it is mounted and the immediately adjacent structures. Lettering color can be unique to the image of the retailer/user. Natural metal sign and plaque material such as brushed bronze, antique bronze, aluminum, stainless steel and painted cast iron or similarly appearing materials are preferred. Highly reflective metallic signs are not allowed. Signs should be back-lit or lit by marquee or spot lighting. Internally-lit cabinet signs (with a lettered glass panel) are strictly prohibited. Spot lighting should be minimal and unobtrusive and shall not be visible from any street, sidewalk or dwelling. Simplified industrial light fixtures are strictly prohibited. Contextual solutions are recommended. The majority of the signs will be mounted within the building's sign band, defined as the wall area immediately over the storefront and below the second floor line.

**(A) Individual Sign Area and Height Restrictions.**

The measured sign area of any individual wall sign located on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue shall not exceed the requirements set forth below for each type of sign:

1. Surface-Mounted Commercial Signs. These signs are either fabricated from painted wood or cast metal plaques and are to be mounted within the sign band or within the storefront transom. The height of the sign is restricted to 80% of the area of the sign band or 18 inches .whichever is less. The length of the lettering is to be contained within 80% of the length of the sign band. The sign band of a building consists of the area located above the ground floor storefront opening and below the second floor line, and is located a minimum of 8' -0" and a maximum of 15' -0" above grade. Surface-mounted signs are not permitted on "secondary" elevations without a defined sign band and only if it is facing a designated public right-of-way.
2. Pin-Mounted Commercial Signs. These signs consist of channel, H-channel, reverse channel, cast metal and flat cut metal letters mounted above the storefront in the masonry sign band or suspended in front of the storefront at the transom or recessed entry. The size of the lettering is restricted so that the height of the letters does not exceed 80% of the height of the sign band or 18 inches .whichever is less. The length of the lettering is to be contained within 80% of the length of the sign band. Pin-mounted signs are not permitted on "secondary" elevations without a defined sign band and only if it is facing a designated public right-of-way.

3. Interior Signs. Interior signs, floating independently, are set behind the glass either at the transom or at the sill of the storefront and are lit from a separate source. This sign must adhere to the size limitations of decal signs as referenced below.
4. Decal Signs. Decal signs are defined as painted or vinyl transfer letters and numbers. Decal signs can be mounted within the transom and at the lower section of the storefront window area so as not to interfere with interior or exterior activity at the location (see Sec. 1476.05(G)(2)). The decal sign area at the lower section of the window can occupy up to 10% of the glass area of a single pane. Decals mounted at the transom are restricted to 50% of the area of the transom. Decals located at the lower section of the main display area are to be limited to 6" in height unless they contain store operation hours, which are restricted to 2".

**(B) Awning and Banner Restrictions.**

The regulations as set forth under Section 1467.05(H) above should be adhered to in locating awnings or banners on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue.

1. Vinyl, bubble awnings, and internally illuminated awnings, which function as oversized signs, are prohibited on Cermak Road, Roosevelt Road Corridor, South Berwyn Corridor and Ogden Avenue. Existing bubble awnings shall be removed by June 1, 2010.

**1476.07 Signs Permitted in All Other Non-Residential Zoning Districts.**

No person shall erect or maintain measured signs as defined in Section 1476.04(B)(1) on any lot in excess of the limitations established herein on the size, type, location, number and total area of signs for the zoning district in which the lot is located and for the various classes of uses established in each district. Accessory signs are permitted in addition to the limitations placed on measured signs in accordance with the provisions of Section 1476.08. Temporary signs are permitted in addition to the limitations placed on measured signs and for a specific period of time in accordance with the provision of Section 1476.09.

Measurements of total sign area or of individual sign area shall be based on the lineal feet of street frontage of a lot, or in the case of uses that occupy more than one lot, the combined street frontage of all lots participating in the use.

Where a lot is occupied by more than one use, which fronts a street, the measured signage permitted for each use shall be based on the building frontage occupied by such use.

In the case of corner lots or lots having more than one street frontage, the regulations established below shall apply separately to each street frontage so that the total sign area, individual sign area, and setbacks shall be interpreted as such for each street upon which the lot fronts.

In the case of a lot, lease hold or other business premises however defined which has no actual street frontage, the allowable total sign area shall be based on the width of the property measured along a line generally parallel to the street from which the site obtains access.

**(A) Total Sign Area.**

The total area of all measured signs permitted on a lot shall not exceed the number of square feet permitted for each lineal foot of frontage pursuant to Section 1476.04(A).

**(B) Number of Signs.**

The maximum number of measured signs of all types located on a lot shall be restricted to one wall sign per use for each street frontage and one ground sign. One additional ground sign is permitted for every 500 feet of street frontage.

**(C) Sign Setbacks.**

All measured signs shall be set back from the property line as follows:

1. In all residential districts, all ground signs shall be set back at least a distance of five feet from the property line. In all business districts and industrial districts in which there are required front yards and required yards adjoining streets, all signs shall be set back at least five feet from the property line. In districts in which there is no required front yard or yard adjoining a street, ground signs may be located at the property line provided that no part of the sign shall overhang the public right-of-way.
2. In addition to these regulations, the requirements of Section 1476.05 for the location of signs shall also be met.

**(D) Height of Signs.**

Measured ground signs shall not exceed the height limitations shown in Section 1476.05(E)(4).

**(E) Measured Signs in Residential Districts.**

Measured signs are prohibited in residential districts except for the following: legal-nonconforming signs to the extent of the legal nonconformity; on-premise identification signs for educational institutions, parks and playgrounds, and religious institutions, development signs and multi-family building on-premise identification signs. Such measured signs that are permissible in residential zones under the terms of this section shall conform to all other requirements for measured signs.

**1476.08 Regulations for Accessory Signs.**

**(A) General Regulations.**

Accessory signs as defined in Section 1476.04(B)(2) shall be erected and maintained only in conformance with the following regulations:

1. Permits and Fees. Permits are required and fees are charged for the erection and maintenance of accessory signs that such signs shall conform to the regulations herein except that any electrical accessory sign shall conform to the Electrical Code of the City.
2. Size of Accessory Signs. Any accessory sign shall not exceed four square feet of measured sign area.
3. Height Accessory Signs. Shall not exceed a height of four feet.
4. Prohibited Advertising. Accessory signs shall carry no advertising messages for either products, product lines, services or firms except that the sign face may include a logotype or other symbols the area of which does not exceed one-fourth the measured sign area or the name of the owner in letters no higher than one-third of the height of the letters used in the message.
5. Accessory Signs: Shall conform to the requirements established for a clear view of intersections as provided in Section 1476.05(E)(3).

**(B) Regulations for Particular Accessory Signs.**

1. Name Plates. Signs displaying the name of the occupant, the business or profession, and the street name and number may be displayed near the entrance to the building, provided such sign does not exceed a measured area of two square feet.
2. Window Signs. Signs painted on windows and indicating the name of the occupant and the business or profession conducted therein are permitted accessory signs provided such signs are limited to one per street frontage and that each sign does not exceed two and one-half square feet of measured sign area.
3. Warning Signs. Signs posting private property against trespassing, hunting or similar prohibitions provided such signs do not exceed two square feet of measured sign area and are not closer than 100 feet to each other.
4. Directional Signs. Notwithstanding the provisions of 1476.08(A)(5) above, a directional sign, which in all other respects conforms, to the requirements for an accessory sign may bear a message consisting of the name of the place of business or logo and an arrow indicating the direction or route to be taken.

**1476.09 Regulations for Temporary Signs.**

Temporary signs may be erected and maintained only in accordance with the following regulations:

**(A) General Regulations.**

1. Permits. Temporary signs as provided in Section 1476.09(B), below, shall only be erected pursuant to the issuance of a temporary sign permit Any electrical temporary sign shall be subject to the Electrical Code of the City.
2. Fees. Temporary signs for which permits are required shall only be erected and maintained after the payment of a fee as provided in Section 1476.04(F) herein including any electrical fee except that no fee shall be required for any construction sign for a project for which a building permit has been issued.

3. Size of Signs. The measured sign area of temporary signs, the number of such signs, or the aggregate area of such signs shall not exceed the area or size limitation imposed in Section 1476.09(B) below.
4. Location of Signs. Unless otherwise specified in Section 1476.09(B) below, no temporary sign shall be located in the public right-of-way or in any required yard within ten feet of the public right-of-way.
5. Time of Display. The erection and maintenance of all temporary signs shall be limited to the time period specified in Section 1476.09(B), below, or to the time period specified in the permit, whichever is less.
6. Identification Required. The name and address of the owner or person displaying any temporary sign shall appear on either the face or back of the sign except for temporary identification signs in which the name of the owner is part of the message. All temporary signs for which a specific date for their erection and removal has been established by permit, or otherwise, shall display those dates thereon in the following example: 7-21-08 to 7-28-08.
7. Removal of Temporary Signs. All temporary signs shall be removed by the owner as follows:
  - a. Upon the expiration of the permit.
  - b. Upon the expiration of the time period established in Section 1476.09(B).
  - c. When any such sign becomes damaged, deteriorated or illegible.
  - d. Further, any temporary sign that does not contain the identification required above, is displayed before or after the time period established by permit, or otherwise does not display the time period as provided above may be immediately removed by an inspector of the Building Department or any other person.

**(B) Regulations for Particular Temporary Signs.**

The following regulations are established for particular temporary signs:

1. Construction Signs. One sign identifying a construction project, the owner, architect, general contractor, sub-contractors, financiers and other information relating to a construction project may be erected at the construction site in accordance with the following:

- a. Size. Not to exceed 64 square feet.
  - b. Locations. Within the property lines subject to the requirements for safety and clear view of intersections.
  - c. Height. Not to exceed 14 feet.
  - d. Period of Display. From two weeks before ground breaking until occupancy.
2. Point of Sale Signs. The use of temporary, intermittent, freestanding signs to advertise products or sale items, prices or for similar purposes shall only be used in accordance with the following:
- a. Size. No individual sign shall exceed four square feet and no display of a point of sale sign shall include more than one such sign per frontage.
  - b. Location. No point of sale sign shall be located on the public right-of-way.
  - c. Height. No point of sale sign shall exceed a height of five feet.
  - d. Period of Display. A point of sale sign shall not be erected more often than three times in any calendar year and the length of each such display shall not exceed 30 days.
3. Temporary Event Signs. A-Frame-type signs shall be allowed in accordance with all other provisions of this code, for a maximum time period of 15 days preceding the event advertised. The sign must be removed following the event, and the maximum permissible period of display shall be indicated on the sign permit. Such signs shall be installed with down guy-type anchors installed into the ground a minimum of 42" below grade. The sign shall be secured to the down guy-type anchors with chain, cable assemblies to secure the sign on all four corners. The anchors shall be removed at the same time as the sign is removed.
4. Temporary Sign Face. Sign faces which identify a location during the interim period while the permanent sign face is being manufactured, and which are typically made of plastic or canvas materials shall be allowed for a period of 30 days or until the permanent sign face is ready, whichever is less.

## **1476.10 Administration and Enforcement.**

### **(A) Building Director.**

This Chapter shall be administered and enforced by the Building Director who shall have the following powers and duties:

1. Receive all applications for sign permits.
2. Perform the review and inspections required by this Chapter.
3. Enforce, as appropriate, the other laws and ordinances of the City as the same apply to the erection and maintenance of signs.
4. Issue all permits in conformance with this Chapter.
5. Issue all citations or notices of violations required by this Chapter.
6. Maintain accurate records of all permits, inspections, citations, violations and fees and make such records available for public inspection during normal business hours.
7. Make all determinations required of the City Council as provided by this Chapter.
8. Review and resolve any conflicts in standards, regulations, requirements or procedures arising from the application of this Chapter and other laws or ordinances of the City regulating the erection and maintenance of signs or the licensing of sign contractors.
9. Make all determinations, requirements, conditions or agreements necessary to affect the removal of nonconforming signs and signs subject to the amortization provisions of this Chapter.
10. Interpret the various provisions of this Chapter as requested by either the Building Director, the applicant for or holder of a sign permit or the public.
11. Review all requests for variations from the regulations established by this Chapter and issue an order in accordance with the standards established below.
12. Make rules governing the administration and enforcement of this Chapter in accordance with the provisions of the Berwyn Code Enforcement Ordinance.

**(B) Enforcement.**

1. The Building Director shall be authorized to enforce all provisions of this Chapter. If the Building Director shall find that any sign has been erected or is being maintained in violation with the provisions of the Chapter, the Building Director shall issue any such citation which is necessary or take any action necessary as provided by the Codified Ordinances of the City.
2. Appeal. Any person aggrieved by a decision, order or citation issued by the Building Director concerning any violation of this Chapter, may appeal to the Zoning Board of Appeals. The Building Director shall take no further action on the matter pending the Zoning Board of Appeals decision, except unsafe signs which present an immediate and serious danger to the public may be removed. This appeal shall be heard by the Zoning Board of Appeals in accordance with the rules, regulations and bylaws adopted for this purpose set forth in Chapter 1244.

**(C) Variations.**

Variations in the requirements of the various provisions of this Chapter may be granted in accordance with the following regulations:

1. Application. A variation shall be made in writing to the Building Director who shall forward the same to the Zoning Board of Appeals.
2. Standards. The following standards shall govern the granting of a variation by the Zoning Board of Appeals:
  - a. The variation shall be based on practical difficulties arising from the strict application of the provisions of this Chapter and not merely upon the desire of the applicant to establish an alternative signage.
  - b. The variation shall be based on hardship imposed by the Chapter and not upon any self-imposed hardship by the applicant.
  - c. The variation granted shall be the least amount of variation, which will overcome the practical difficulty or hardship.
  - d. The variation shall be granted in conformance with the furtherance of the stated purpose and intent of this Chapter.
  - e. The variation granted shall not be expressly prohibited as provided below.

3. Authorized Variations. The following variations or types of variations may be granted by the Zoning Board of Appeals:
  - a. Variations in the location of signs for businesses, which do not have direct street frontage.
  - b. Variations in the size and height of individual signs.
  - c. Any other variation which is not a prohibited variation.
  - d. Variation from the amortization requirements.
4. Prohibited Variations. The following variations or types of variations may not be granted by the Zoning Board of Appeals:
  - a. Any variation that would result in an increase in the total amount of signage permitted on a lot.

**1476.11 Severability.**

If any section, subsection, paragraph, section, clause or phrase of the Chapter should be declared invalid by a court of competent jurisdiction for any reason whatsoever, such decision shall not affect the remaining portions of this Chapter, which shall remain in full force and effect. And to this end the provisions of this Chapter are hereby declared to be severable.

**1476.99 Violations and Penalties.**

Whoever violates, fails to comply with, or resists the enforcement of any of the provisions of this Chapter shall, upon conviction, be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation, failure to comply or resisting of enforcement occurs or continues.

**Section 2.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provisions of this Ordinance.

**Section 3.** All Ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 4.** 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 \_\_\_\_\_ 2008, pursuant to a roll call vote

as follows:

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

**APPROVED** by the Mayor of the City of Berwyn, Cook County, Illinois on

this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

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

ATTEST:

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





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

May 9, 2008

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

**Re: Oak Park Regional Housing Center**

Dear Mr. Pavlik:

Please put the attached agreement on the May 13, 2008 agenda for consideration by Council.  
Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

**CONTRACT FOR SERVICES BETWEEN  
CITY OF BERWYN AND  
OAK PARK REGIONAL HOUSING CENTER**

THIS AGREEMENT is entered into by the City of Berwyn, a municipal corporation (hereinafter referred to as "City") and the Oak Park Regional Housing Center (hereinafter referred to as "Contractor").

NOW THEREFORE, the parties agree as follows:

1. Length of Contract. This contract shall commence January 1, 2008 and shall terminate on December 31, 2008 unless renewed, and may be terminated by either party with ninety (90) days written prior notice with or without cause.
2. Contract Amount and Payment Schedule. In consideration of the Contractor undertaking to provide the services set forth in this agreement, the City agrees to pay the Contractor in accordance with the payment schedule attached hereto as Exhibit 1 for the term of this contract.
3. Scope of Services. The Contractor shall perform the services and make good faith effort to achieve the goals set forth in the description of services attached hereto as Exhibit 2 and made a part hereof.
4. Compliance With Law. The Contractor, in performing this agreement, shall:
  - a) Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or veteran, or national origin, nor otherwise commit an unfair employment practice; and
  - b) Take affirmative action to ensure that applicants are employed without regard to race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selecting for training, including apprenticeship.
  - c) The Contractor agrees and authorizes the City to conduct reviews and conduct other procedures or practices to assure compliance with these provisions. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment or distribute to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - d) The Contractor agrees not to violate any laws, State or Federal rules, or regulations regarding a direct or indirect illegal interest on the part of any employee or

elected official of the Contractor in the agreement or payments made pursuant to this agreement.

5. Personnel. The Contractor represents that it has or will secure all personnel and consultants necessary to perform the services required of it under this agreement. All services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

6. Approval of Budget. The Contractor shall submit to the City for review, at least ninety (90) days prior to the end of each calendar year, the Contractor's proposed budget for the following calendar year. Any request for funding from the City must receive approval from the City Council and Mayor.

7. Audits and Inspections.

a) Upon reasonable request, during normal business hours, the City may examine, and the Contractor shall make available, all of its records used in preparation of its progress and activity reports to the City with regard to all programs which are funded in total or in part by the City or through the City as a funding agent. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all payroll and other expenses of the Contractor with regard to such programs. The Contractor shall also provide, upon reasonable request, documentation of such program expenditures as the City deems necessary.

b) The Contractor shall provide the City with the annual audited financial statement. The report shall be prepared by an independent accounting firm and shall be conducted in accordance with generally accepted auditing standards. Said audited annual statement shall be due within six (6) months after the end of the Contractor's fiscal year.

8. Reports. The Contractor will submit written reports to the City as set forth in Exhibit 2 attached hereto and made a part hereof.

9. Indemnification.

a) The City agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members, and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands, or actions resulting from or in any way arising out of actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the agreement and to pay costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based in any breach of contract or declaratory actions filed against Contractor by any third party relating to this Agreement. The City shall not be required to save and hold harmless, protect and defend the Contractor,

from any and all costs, losses, in any other suits for damage or other relief, damages, rights, claims, demands, or actions arising from the negligent or intentional conduct of the Contractor, its employees, Board Members, and other agents, including but not limited to actions under 42 U.S.C. § 1983, Title VII of the Civil Rights Act, the Illinois Human Rights Act, or Cook County Human Rights Ordinance.

b) The Contractor agrees that the City shall have control over any litigation, administrative proceedings, or other legal action, including any settlement of any claim, suit, or legal action as the City deems expedient, provided that the City shall not be authorized to make any admissions of wrongdoing or illegal activity or liability on behalf of the Contractor, or enter any plea of or in the nature of "nolo contendere," without the prior approval of the Contractor. Provided further that nothing in this paragraph or agreement shall prevent the City and the Contractor from agreeing to submit for defense and/or indemnification any matter which might otherwise be defended and/or indemnified by the City under this paragraph, to any insurance carrier of the Contractor.

c) All provisions of the agreement requiring the City to save and hold harmless, defend the Contractor, its employees, Board members, and other agents, and to pay all costs of any involvement in legal action shall survive any termination of the agreement and, if the Contractor, or its employees, Board members, or other agents, is or becomes involved in any proceeding or litigation by reason of the Contractor having been the City's agent through this agreement, such provisions shall apply as if this agreement were still in effect.

10. Termination of Agreement or Suspension of Payment. The Contractor hereby acknowledges that the City Council and Mayor will review the performance criteria of the various agencies receiving funds from the City during the term of this agreement which may result in amendment to the agreement by mutual consent of the Contractor and the City during the term of the agreement. This agreement may be terminated with or without cause by either party upon providing ninety (90) days written notice of its intention to terminate said agreement.

11. Notices. All notices required by this agreement shall be delivered either personally or by certified and regular mail to the City by delivering or mailing same to the Mayor at 6700 26<sup>th</sup> Street, Berwyn, IL 60402 and to the Contractor by delivering or mailing same to the Contractor's Executive Director at 1041 South Boulevard, Oak Park, IL 60302. Notice by mail shall be deemed to be delivered three (3) business days after the day of mailing.

12. Return of Unused Funds to the City After Termination of Agreement or Dissolution of the Contractor's Corporation. Upon the dissolution of the Contractor's corporation or termination of this agreement any unused funds of the Contractor originally provided by the City shall be immediately returned to the City. Funds, which have already been obligated by the Contractor at the time of the dissolution of the

Corporation or at the time of the Contractor's receipt of the City's notice to terminate the agreement, shall not be considered as "unused funds" for purposes of this section.

13. Assignment. The Contractor shall not assign this agreement or any part thereof and the contractor shall not transfer or assign any Funds provided hereunder or claims due or to become due hereunder without the written approval of the City having first been obtained.

14. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The Contractor further covenants that in the performance under this agreement, no person having such a conflicting interest shall be employed by the Contractor.

15. Amendments. This agreement constitutes the entire agreement between parties hereto. No modifications, additions, deletions, or the like, to this agreement shall be effective unless and until such changes are agreed to in writing by the parties.

16. Headings. The section headings of this agreement are for convenience and reference only and in no way define or describe the scope of intent of this agreement and should be ignored in construing or interpreting this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOR THE OAK PARK REGIONAL HOUSNG CENTER:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board President

FOR THE CITY OF BERWYN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXHIBIT 1  
SCHEDULE OF PAYMENTS**

Unless this Agreement is terminated, the City will provide the Contractor with payments totaling \$250,000 as follows during the term of this Agreement.

<b>Date of Payment</b>	<b>Amount of Payment</b>
January 1, 2008	\$62,500
April 1, 2008	\$62,500
July 1, 2008	\$62,500
October 1, 2008	\$62,500

The first payment was tendered to Contractor on or about April 9, 2008. Dates of Payment are approximate and the City will endeavor to meet these dates of payment, but due to accounting and other budgetary issues may be unable to tender payment on precisely these dates.

**EXHIBIT 2  
SCOPE OF SERVICES  
PROGRAM GOALS AND MEASURES**

1. Scope of Services

This agreement provides funding for the Contractor's program to achieve lasting and meaningful diversity in Berwyn's housing market, which is also the intention of the City of Berwyn. The Contractor will provide the following services:

- a) Attract diverse clients to move to Berwyn through a marketing program that promotes Berwyn's rental housing market.
  - 1) Conduct a comprehensive marketing program intended to attract clients of all races and ethnicities to Berwyn.
  - 2) Conduct outreach efforts to attract and/or counsel clients from all racial and ethnic groups.
  - 3) Provide counseling services to clients and listings of rental units that encourage affirmative moves to and within Berwyn.
  - 4) Provide additional efforts for clients in need of further encouragement to make an affirmative move to or within Berwyn.
  - 5) Refer clients wishing to purchase a home to local cooperating real estate agents or housing counseling agencies.
- b) Improve the marketability of Berwyn rental units through a program that recruits property owners and managers to list with the Berwyn Housing Center.
  - 1) Provide a free listing service for rental units in Berwyn.
  - 2) Provide technical assistance on marketing, maintenance, and operation to cooperating owners/managers of rental property in Berwyn.

2. Program Goals and Measures

- a) The City and Contractor agree on initial program goals of this agreement as follows:

- 1) Advertise the Berwyn Housing Market to attract diverse clients up to the dollar amount specified in the line item "Advertising" in the budget agreed to by the City and the Contractor.
- 2) Register 600 clients at the Berwyn location.
- 3) Counsel 600 clients and encourage affirmative moves to and within Berwyn.
- 4) Escort 200 clients to Berwyn rental units.
- 5) Recruit 100 property owners/managers.
- 6) Provide marketing assistance to 100 property owners/managers.
- 7) List 400 rental units in Berwyn.

b) The City and Contractor agree on initial program measures of this agreement as follows:

- 1) The number of registrations,
- 2) The number of affirmative moves made,
- 3) The number of vacancies filled,
- 4) The number of property owners/managers listing with the center, and
- 5) The number of units listed.

#### 4. Reporting Requirements

The Contractor agrees to provide the City with quarterly reports that will include quantitative data that demonstrate the progress made on program goals using the measurements agreed upon in subsection 3b in this Exhibit.

#### 5. Information Sharing

The City will provide, at the request of the Contractor, useful information to achieve meaningful and lasting diversity in Berwyn including:

a) The most recent geo-demographic data available for the City of Berwyn at the most precise level possible, and

b) Notices and findings of code violations or other property or property tax violations recorded with the City of Berwyn.



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

May 9, 2008

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

**Re: Historic Preservation Comm'n- Req. Approval for Certified Local Government Application**

Dear Mr. Pavlik:

Please put an item on the May 13, 2008 agenda regarding the Historic Preservation Commission's Certified Local Government Application for consideration by Council. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt



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May 9, 2008

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

**Re: Liquor License Revision Ordinance**

Dear Mr. Pavlik:

Please put the attached ordinance on the May 13, 2008 agenda for consideration by Council.  
Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

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

**AN ORDINANCE REVISING THE NUMBER OF  
LIQUOR LICENSES AND AMENDING  
CHAPTER 804.07 OF THE CITY CODE OF THE  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE REVISING THE NUMBER OF  
LIQUOR LICENSES AND AMENDING  
CHAPTER 804.07 OF THE CITY CODE OF THE  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

**BE IT ORDAINED** by the Mayor and Council of the City of Berwyn, Cook County, Illinois in the exercise of Berwyn's home rule powers as follows:

**SECTION 1:** Chapter 804.07 of the City Code, as amended, is hereby amended to read as follows:

**804.07      Number of Licenses Restricted**

The total number of licenses issued and in force at any one time in a year issued shall be as follows:

<u>Class of License</u>	<u>Number of Licenses Permitted</u>
A-1	10
A-2	3
A-3	11
B-1	17
B-2	3
B-3.1	7
B-3.2	7
B-3.3	2
B-3.4	3
C-1	8
C-2	1
C-3.1	1

C-3.2	1
C-3.3	1
C-3.4	0
D-1	7
D-2	0
D-3.1	0
D-3.2	2
D-3.3	3
D-3.4	1
D-3.5	5
E	No limit
F	8
G	1
H	No limit
I	No limit

**SECTION 2:** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not effect 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:

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

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

---

Michael A. O'Connor  
MAYOR

ATTEST:

---

Thomas J. Pavlik  
CITY CLERK

May 9, 2008

To: Mayor O'Connor and City Council

From Tom Pavlik, City Clerk

Re: Handicapped Sign for Nancy Kubat, 3703 Clarence Ave.

Dear Ladies and Gentleman,

It is the recommendation of the investigating officer and that of the resident Alderman to **approve** the request.

Sincerely,

Tom Pavlik



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

May 9, 2008

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

**Re: Automated Rental Machine License Ordinance**

Dear Mr. Pavlik:

Please put the attached Automated Rental Machine License Ordinance on the May 13, 2008 agenda for consideration by Council. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

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**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

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

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**AN ORDINANCE AMENDING PART 8 OF THE CODIFIED  
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS  
ESTABLISHING AUTOMATED RENTAL MACHINE LICENSE**

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

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

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

**AN ORDINANCE AMENDING PART 8 OF THE CODIFIED ORDINANCES  
OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS ESTABLISHING  
AUTOMATED RENTAL MACHINE LICENSE**

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

**WHEREAS**, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") find that it is reasonable and necessary to amend the Codified Ordinance of the City from time to time; and

**WHEREAS**, the Corporate Authorities find that automated rental machines, such as "Redbox" DVD rental machines, are being located throughout the City and are unattended and not adequately monitored or maintained; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the health, safety and welfare of residents of the City to establish regulations and restrictions for the use of automated rental machines.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, by and through its Home Rule Powers, as follows:

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

**Section 2.** Part 8 “General Offenses Code” of the Codified Ordinances of the City of Berwyn is hereby amended by adding the following new Chapter to read, as follows:

**CHAPTER 829      AUTOMATED RENTAL MACHINES**

**829.01 Definitions.**

The term “Automated Rental Machine” shall mean any machine which accepts coin, paper money or other remuneration that is intended for use as a vending machine for videos or DVD for rental at times when no employee or representative of the sponsoring company or organization is present to accept payment.

**829.02 Requirements; Maintenance.**

Every requirement herein contained shall apply to any Automated Rental Machine currently situated or to be placed within the corporate boundaries of the City.

- a.     The organization or company benefitting from a Automated Rental Machine or the host site on whose property a Automated Rental Machine is situated, shall indicate the following information on a Automated Rental Machine: name of organization or company, address, contact telephone number.
- b.     All signage on a Automated Rental Machine shall be in compliance with all requirements contained in the Codified Ordinances of the City of Berwyn.
- c.     The owner of the Automated Rental Machine shall secure an electrical permit from the Building Department.
- d.     An Automated Rental Machine shall be painted and in good condition and appearance, with no structural damage, no holes in the receptacle that would allow leaks, no visible rust and free of graffiti or advertising other than the name of the host site or organization or company benefitting from a Automated Rental Machine.

**829.03 License Required.**

A license shall be obtained from the City before placement of a Automated Rental Machine occurs as permitted in this chapter.

#### **829.04 License Application.**

Application for a license, pursuant to this section, shall be made to the City on forms provided by the City. In addition to the license application provisions of Chapter 801, an application for the license required in subsection 829.03 hereof shall contain the following information:

- a) Name and address of the applicant;
- b) The specific location of the proposed Automated Rental Machine;
- b) The number and description of the Automated Rental Machine intended to be kept for use at that location.

The applicant must also provide, accompanying the application, proof of City electrical permit, a certificate of insurance and a statement of permission to locate the Automated Rental Machine signed by the owner of the property, business owner or representative thereof, where the Automated Rental Machine will be located.

#### **829.05 License Fee; Renewal.**

The fee for said license shall be Two Hundred and Fifty Dollars and no/100 (\$250.00). The term of the license shall be for one year, to be valid from January through December 31. The license shall be renewed on a yearly basis. At each renewal, the applicant shall provide a current certificate of insurance and a current statement of permission to locate the Automated Rental Machine signed by the owner of the property, business owner or representative thereof, where the Automated Rental Machine will be located

#### **829.05 Enforcement.**

- a. The organization or company benefitting from a Automated Rental Machine will be held primarily responsible for the maintenance, upkeep and servicing of a Automated Rental Machine. However, in the event the organization fails to adequately maintain and service a Automated Rental Machine, the business owner, or host site, on whose property a Automated Rental Machine is placed shall also be responsible.
- b. Failure to properly maintain, upkeep or service a Automated Rental Machine shall result in a fine pursuant to the penalty provision contained in this chapter.

#### **829.06 Relationship to Other Laws.**

Nothing in this chapter shall be deemed to limit the City in any way to use any or all other means available to remove the nuisance, or summarily eliminate immediate hazards to the public

health, safety or welfare as granted in any ordinances of the City of Berwyn or the laws or Constitution of the State of Illinois.

**829.99 Penalty.**

Unless otherwise provided in this chapter, any person, firm or corporation violating any section of this chapter shall be fined not more than Two Hundred and Fifty Dollars and no/100 (\$250.00) for each offense. Each day that a violation continues shall be considered a separate offense.

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

**Section 4.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

**ADOPTED** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this \_\_\_\_\_ day of May 2008, pursuant to a roll call vote, as follows:

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

**APPROVED** by the Mayor of the City of Berwyn, Cook County, Illinois on this \_\_\_\_\_ day of May 2008.

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

ATTEST:

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



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

May 9, 2008

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

**Re: Fire and Police Committee Recommendations**

Dear Mr. Pavlik:

Please put the attached recommendations from the Fire and Police Committee on the May 13, 2008 agenda for consideration by Council. Thank you.

Very truly yours,

Richard F. Bruen, Jr.

RFB/jt

## GRIEVANCE

NAME OF GRIEVANT: Illinois Municipal Police Association

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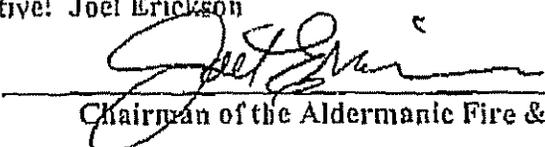
### EMPLOYER'S STEP FOUR RESPONSE

Employer, City of Berwyn, conducted a grievance hearing with all interested parties present. Upon review of the facts, the Committee acknowledges that no officers have been denied medical, insurance, or other benefits available to full-time officers. The Committee also acknowledges that officers who have been unable to assume full-time work duties beyond a twelve (12) month period must be afforded a hearing before the Fire and Police Commission in order to prove that the officer can commence full-time duties without restriction. Absent a showing of proof that the officer can commence full-time duties without restriction, the Commission may terminate employment and the officer may petition the Police Pension Board for benefits.

The Committee finds in favor of the Grievant and directs the Fire and Police Commission to conduct a hearing for Officers Carmelita Terry, William Hiller and John Scardina to determine if each officer can prove the ability to assume full-time duties without restriction or be subject to termination as a Berwyn Police Officer.

Employer Representative: Joel Erickson

Employer Signature: \_\_\_\_\_

  
Chairman of the Aldermanic Fire & Police Committee

Date: February 12, 2008

IMPA Representative Receiving Response: John O'Halloran

### GRIEVANCE

NAME OF GRIEVANT: IMPA on behalf of William Hiller, Amy Hiller & Guy Papa

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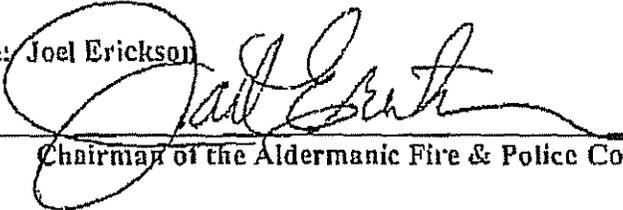
#### EMPLOYER'S STEP FOUR RESPONSE

Employer, City of Berwyn, conducted a grievance hearing with all interested parties present. Upon review of the facts, the Committee determined that all sworn police officers are obligated, upon oath, to uphold the laws and ordinances of the City of Berwyn, including ordinances regulating conduct. The Ordinance at issue, Familial Relationships in Hiring and Promotions (Sec. 242.14) was in full force and effect prior to any of the offers swearing oath in order to become commissioned officers. Only after becoming a sworn officer peace officer would any individual enjoy the full benefits of the collective bargaining agreement. In this case, the Officers Hiller and Hiller had an affirmative duty to report conflicts of interest prior to shift assignment.

The Committee finds against the grievant IMPA, on behalf of William Hiller, Amy Hiller, and Guy Papa, and recommends that the three officers resolve prospective shift disputes collectively. The Committee is sympathetic to the plight of Officer Guy Papa, but finds that the remedy is outside the scope of Committee authority if such remedy is in conflict with the shift bidding provisions of the collective bargaining agreement.

Employer Representative: Joel Erickson

Employer Signature: \_\_\_\_\_

  
Chairman of the Aldermanic Fire & Police Committee

Date: February 29, 2008

IMPA Representative Receiving Response: John O'Halloran

## GRIEVANCE

NAME OF GRIEVANT: Illinois Municipal Police Association (Lieutenant's List)

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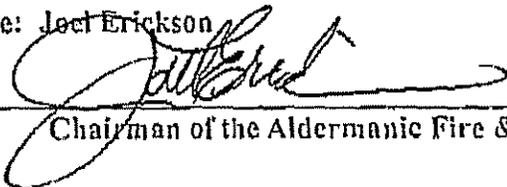
### EMPLOYER'S STEP FOUR RESPONSE

Employer, City of Berwyn, conducted a grievance hearing with all interested parties present. Upon review of the facts, the Committee determined that the language of the current collective bargaining agreement, allowing assessment center testing for all eligible candidates following written examination, was the subject of good-faith negotiations between the City and IMPA prior to commencement of the City's promotional examination for the Lieutenant's eligibility list.

The Committee finds in favor of the Grievant and directs the Fire and Police Commission to allow all eligible candidates who took the August 2005 Lieutenant's promotional exam written test and scored below 70% points to proceed with Assessment Center testing, be scored appropriately, including the proper educational, seniority and military points accrued through the 2005 promotional exam period, and then be placed on the eligibility list for promotion accordingly.

Employer Representative: Joel Erickson

Employer Signature: \_\_\_\_\_

  
Chairman of the Aldermanic Fire & Police Committee

Date: February 28, 2008

IMPA Representative Receiving Response: John O'Halloran

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## GRIEVANCE

DEPARTMENT: Police Patrol Division      DATE FILED: March 31, 2008

NAME OF GRIEVANT: James T Sassetti #259

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### STEP ONE

(Verbal to Immediate Supervisor)

Date of Incident or Date knew of facts giving rise to grievance: March 31, 2008

Article(s) and Section (s) of Contract Violated: Article XV Section 4a (Promotions an/or Vacant Positions)

Briefly state the facts: On March 02, 2006 The Board of Fire and Police Commissioners for the City of Berwyn certified and posted a Final Eligibility List for the civil service rank of Sergeant for the Berwyn Police Department. Pursuant to that Final Eligibility List Officer James T Sassetti finished/ranked forth (4th) with a cumulative score of 84.60. On February 12, 2008 the Berwyn City Council approved the City of Berwyn 2008 Annual Budget. In the 2008 budget two (2) new Police Sergeant positions were created and budgeted for within the framework of the City of Berwyn budget for the Berwyn Police Department. Also on February 12, 2008 the Berwyn City Council in Committee of the Whole voted 8-0 in favor of adding two (2) Police Sergeants, one (1) Sergeant position retroactive to January 2008 and the second (2<sup>nd</sup>) Sergeant position to be filled in July 2008. Said vote was passed/approved therefore creating two (2) new/additional sergeant positions within the Berwyn Police Department. The current Collective Bargaining Agreement between the City of Berwyn and the Illinois Municipal Police Association (IMPA) states under Article XV Section 4a (Promotions an/or Vacant Positions) that any police Officer eligible for the promotion to the civil service rank of Sergeant shall be promoted within sixty (60) days from when the position becomes available. On March 31, 2008, sixty (60) day's have passed and Officer James T Sassetti has yet to be promoted in accordance with the funding of the new Sergeant position and the language in the current Collective Bargaining Agreement and his position/rank on the Final Eligibility List which Officer James T Sassetti is currently first (1<sup>st</sup>).

Remedy Sought: Based on Officer James T Sassetti's ranking first (1<sup>st</sup>) on the current/active Berwyn Police/Fire Commissions Sergeants Promotional list/ranking, and there presently being a vacant position for the rank of Sergeant, promote Officer James T Sassetti from the rank of Patrol Officer to the rank of Sergeant, pay Officer James T Sassetti retroactive pay dating back to January, 01, 2008 and give Officer James T Sassetti retroactive seniority at the civil service rank of Sergeant dating back to January, 01, 2008 in accordance with the terms set forth in the current collective bargaining agreement between the City of Berwyn and the Illinois Municipal Police Association (IMPA).

Given to: Chief of Police, William Kushner

Date/Time: MARCH 31, 2008

Signature of Grievant: James T. Sassetti

Signature of IMPA Representative: John J. O'Connell

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**GRIEVANCE**

**NAME OF GRIEVANT:** James T Sasseti #259

---

**STEP FOUR**

**Reason for Advancing Grievance:**

This grievance is surprising en light of the City of Berwyn's promotions of Sergeant Gregory Catena and Sergeant Michael Vokac after their two (2) Sergeant spots were created and implemented in the 2007 City of Berwyn budget. This grievance is being advanced because it was not resolved by the Chief of Police to the satisfaction of the grievant and the Illinois Municipal Police Association and therefore is being advance to the City of Berwyn Aldermanic Police and Fire Committee for resolution.

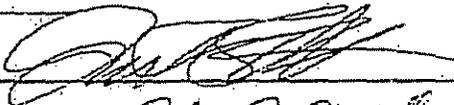
**Given to:** Alderman J Erickson, Chairman of the City of Berwyn Aldermanic Police/Fire Commission

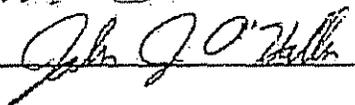
**Employer Representative (Name Printed):** \_\_\_\_\_

**Employer Representative (Signature):** \_\_\_\_\_

**Title / Position of Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

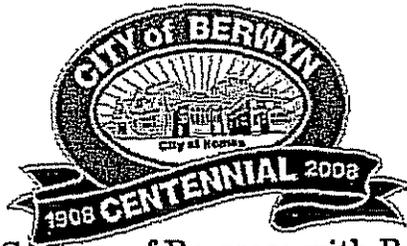
**Signature of Grievant:** 

**IMPA Representative Signature:** 

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The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

Joel Erickson  
8th Ward Alderman

Date: April 24, 2008

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

Ladies and Gentlemen:

A meeting of the **FIRE AND POLICE COMMITTEE** was held

On Thursday, April 24, 2008 at 6:00 P.M.

Those in attendance were: Aldermen: Erickson, Chapman, Day, Lovero, Attorney Bruen  
Chief Kushner, Commander O'Halloran, Officer Sasseti,

The matter discussed was referral item \_\_\_\_\_ dated \_\_\_\_\_ in regards to:

**Sasseti Grievance**

It is the recommendation of the committee to

**Sustained and shall be the subject of further negotiations between the  
Union and the City**

Voting Aye: 3

Voting Nay: 0

Adjourned \_\_\_\_\_

Joel Erickson-Chairman  
Nona Chapman-Member  
Thomas J. Day

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**GRIEVANCE**

**DEPARTMENT:** Police Department

**FILED:** April 10, 2008

**NAME OF GRIEVANT:** Members of the Illinois Municipal Police Association  
(I.M.P.A.)

**STEP ONE**  
**(Verbal to Immediate Supervisor)**

**Date of Incident or Date knew of facts giving rise to grievance:** April 09, 2008

**Article(s) and Section (s) of Contract Violated:** Article IV Section 2 (Change in working conditions)

**Briefly state the facts:** On April 09, 2008 Human Resources Director Pat Segal came to the Berwyn Police Department and tendered to Division Commander Frank Cimaglia Kronos Time cards which are to be utilized beginning Thursday April 10, 2008 by all members of the of the Illinois Municipal Police Association (IMPA). Further more a form letter was generated and distributed to all IMPA members by the Berwyn Police Department Administration, which was required to be filled out, signed and dated by each individual IMPA member thus acknowledging receipt of the Kronos Time Card and indicating the IMPA member will be responsible for its replacement if it is lost, stolen or misused. Said card will be utilized by members of IMPA to swipe in and out of work via the Kronos Time Keeping System and allow the City of Berwyn to keep track of each individual members work hours. The implementation and utilization of the Kronos Time Keeping System is a unilateral change to the working conditions without prior notice to the Union (IMPA) and is a mandatory subject to bargaining.

---

**Remedy Sought:** Members of the Illinois Municipal Police Association is requesting that the implementation and utilization of the Kronos Time Keeping system cease until the City of Berwyn complies with its contractual obligation and bargains in good faith with the Illinois Municipal Police Association (over implementation and utilization of the Kronos Time Keeping System) as indicated in the current collective bargaining agreement between the City of Berwyn and the Illinois Municipal Police Association. This grievance should be considered a demand to bargain on behalf of the Illinois Municipal Police Association.

**Given to:** Chief of Police, William Kushner

**Date/Time:**

**Signature of Grievant:**  4-10-08 / 5:00pm

**Signature of IMPA Representative:**  4-10-08 / 6:00pm

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**GRIEVANCE**

**NAME OF GRIEVANT:** All members of the L.M.P.A.

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**STEP FOUR**

**Reason for Advancing Grievance:** Said grievance was unable to be resolved by Police Chief W Kushner due to the grievance extending beyond the scope of his authority therefore it is forwarded to the City of Berwyn Police & Fire Aldermanic Committee for resolution.

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**Given to:** Alderman Joel Erickson

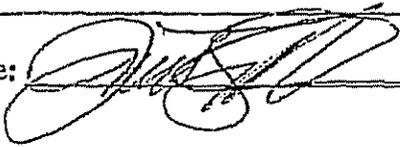
**Employer Representative (Name Printed):** \_\_\_\_\_

**Employer Representative (Signature):** \_\_\_\_\_

**Title / Position of Representative:** \_\_\_\_\_

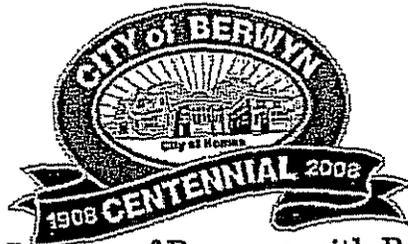
**Date:** \_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_

**IMPA Representative Signature:**  4-10-08

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The City of Berwyn



Michael A. O'Connor  
Mayor

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

Joel Erickson  
8th Ward Alderman

Date: April 24, 2008

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

Ladies and Gentlemen:

A meeting of the **FIRE AND POLICE COMMITTEE** was held

On Thursday, April 24, 2008 at 6:00 P.M.

Those in attendance were: Aldermen: Erickson, Chapman, Day, Lovero, Attorney Bruen  
Chief Kushner, Commander O'Halloran, Officer Sassetti,

The matter discussed was referral item \_\_\_\_\_ dated \_\_\_\_\_ in regards to:

**Time Clock Grievance**

It is the recommendation of the committee to

**Sustained and shall be the subject of further negotiations between the**  
**Union and the City**

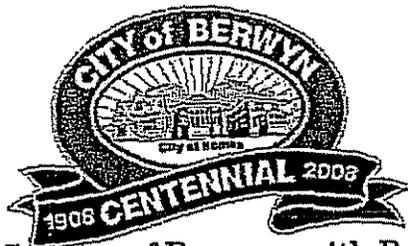
Voting Aye: 3

Voting Nay: 0

Adjourned \_\_\_\_\_

Joel Erickson-Chairman  
Nona Chapman-Member  
Thomas J. Day

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

May 13, 2008

The Honorable Mayor Michael A. O'Connor  
And Members of the Berwyn City Council

Re: Ordinance 462.06-amending the time period to purchase a City Vehicle sticker, for a new vehicle or a new resident, from sixty to thirty days.

Dear Ladies and Gentlemen:

Pursuant to the request of the City Council, the above referenced Ordinance amends the time period, for a new resident or an owner of a new vehicle to purchase a vehicle sticker, from sixty to thirty days.

Approval of the attached ordinance is respectfully requested.

Sincerely,

A handwritten signature in cursive script that reads "Anthony T. Bertuca".

Anthony T. Bertuca  
Associate City Attorney

ATB/lps

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

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

**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,

**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 power, as follows:

**SECTION 1:** That section 462.06 of the codified Ordinances of the City of Berwyn, Cook County, Illinois, is hereby amended to read as follow (with proposed additions **underlined** in bold and proposed deletions ~~stricken~~):

**SECTION 2:** The following Section 462.06 shall be adopted into the Berwyn Codified Ordinances:

462.06 LICENSE EXPIRATION; PRORATION OF FEES; DELINQUENCY PENALTIES.

(a) All licenses issued under this chapter expire on June 30 following the date of issuance.

(b) If a vehicle has been purchased or lawfully acquired by the applicant for such a license or after January 1 of any year, the license fee to be paid shall be prorated, for the balance of the license year, to a sum equal to one-half of the annual license fee specified in Section 462.05.

(c) Effective as of 1979, and additional sum equal to the license fee shall be paid as a penalty for vehicle license purchased after September of any year, provided that an applicant who has purchased a vehicle after September 30, and who applies for a vehicle license with ~~sixty~~ **thirty** days after such purchase, is exempt from payment of the penalty.

(d) Effective as of 1983, a sum equal to fifty percent of the license fee shall be paid as a penalty on any vehicle license purchased after June 30 of an year, and a sum equal to the entire license fee shall be paid as a penalty on any license purchased after August 1 of any year, provided that:

- (1) An applicant who has purchased a vehicle after June 30, and who applies for a vehicle license within ~~sixty~~ **thirty** days after such purchase, is exempt from payment of the penalty.
- (2) An applicant who has just established residency in the City, and who applies for a vehicle license with ~~sixty~~ **thirty** days after establishing such residency, is exempt from payment of the penalty.

- (e) Before an applicant is entitled to a prorated license or exemption from any penalty provided for in this section, the applicant shall furnish an affidavit, in a form satisfactory to the City Collector, stating the date of his or her residency and the vehicle to be licensed was purchased or otherwise obtained. In addition, the applicant shall exhibit to the Collector the bill of sale covering the vehicle for which the license is sought.
- (f) Effective as of 1980, a person who qualifies for an SC vehicle license, as described in Section 462.05 (a), and who does not make an application therefore before June 30 of any year, shall pay a penalty equal to the applicable license fee, provided that such penalty shall not be charged to an applicant who has purchased a vehicle after June 30 and applies for a vehicle license within ~~sixty~~thirty days after such purchase.
- (g) All applicants who do not comply with the requirements of this section regarding prorated licenses, exemptions or SC vehicle licenses are subject to the full annual license fee plus the penalty provided herein.

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

**SECTION 4:** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** 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:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				

Day				
Phelan				
Lovero				
Erickson				
O'Connor (Mayor)				
TOTAL				

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

\_\_\_\_\_  
Michael A O'Connor  
Mayor

ATTEST:

\_\_\_\_\_  
Thomas J. Pavlik  
CTIY CLERK

The City of Berwyn

J-B



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

May 13, 2008

The Honorable Mayor Michael A. O'Connor  
And Members of the Berwyn City Council

Re: 16<sup>th</sup> Street Cell Tower Contract

Dear Ladies and Gentlemen:

Enclosed please find a copy of the Lease Agreement for the cell monopole which will be located at the 16<sup>th</sup> Street Fire Station.

Your approval of the Lease Agreement will be appreciated and respectfully requested. Also, once the agreement is executed, the installation of the monopole will be able to proceed in conjunction with the firehouse construction.

Sincerely,

A handwritten signature in cursive script that reads "Anthony T. Bertuca".

Anthony T. Bertuca  
Associate City Attorney

ATB/lps



We Serve and Protect

S-14

# BERWYN POLICE DEPARTMENT



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

May 9, 2008

Mayor Michael O'Connor  
Members of the Berwyn City Council

RE: Neighborhood Watch Volunteer Ordinance Proposal

Dear Mayor and Aldermen;

Recently, an ordinance was proposed to protect the Neighborhood Watch Program Volunteers. This proposal was modeled after the ordinance found in the City Ordinances of the City of Chicago specifically protecting the CAPS volunteers. That ordinance provides for fines and incarceration of up to 90 days for persons who attack said volunteers.

There exists in Illinois Compiled Statutes enhanced penalties and specific protection for persons involved in Community Policing (Neighborhood Watch) Program, giving them the same legal victim status as police officers, firefighters, teachers, and paramedics. The enhanced penalties provided under Illinois Statutes far exceed any that could be imposed by the passage of a Local Ordinance by the City of Berwyn.

Sincerely,

William R. Kushner  
Chief of Police



# The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief

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

May 6, 2008

Mayor O'Connor  
Members of City Council

RE: Paramedic Services of Illinois Contract

The letter is to notify you that the Contracted Emergency Medical Services provided by Paramedic Service of Illinois (PSI) Expires June 1, 2008. Paramedic Services of Illinois has been contracted with the City to provide Emergency Medical Services, Paramedics, Emergency Medical Technicians and MRI personnel for Berwyn since 1983.

PSI has proposed to extend their uninterrupted services for four (4) more years. They proposed a 3 ½ % increase for service for the next four years. Costs listed below.

### Paramedic/EMT Service

Year 1: June 1, 2008 to May 1, 2009	\$1,183,320.00 (\$98,610.00 per month)
Year 2: June 1, 2009 to May, 2010	\$1,224,774.00 (\$102,062.00 per month)
Year 3: June 1, 2010 to May 1, 2011	\$1,267,620.00 (\$105,635.00 per month)
Year 4: June 1, 2011 to May 1, 2012	\$1,311,984.00 (\$109,332.00 per month)

### MRI Transport Service

Year 1: June 1, 2008 to May 1, 2009	\$22.00 per hour per person
Year 2: June 1, 2009 to May, 2010	\$22.00 per hour per person
Year 3: June 1, 2010 to May 1, 2011	\$23.00 per hour per person
Year 4: June 1, 2011 to May 1, 2012	\$23.00 per hour per person

We are currently in our fourth year of the previous contract currently paying; \$1,143,300.00 per year (\$95,275.00 per month) excluding MRI Services which are billed separately.

This proposal contains all employee and administration costs which includes AD&D insurance; commercial liability insurance; including medical malpractice and a comprehensive umbrella package. The proposal also includes the costs of personnel for the MRI Services which were not contracted previously. PSI will keep the personnel costs for the MRI Services the same for 2 years with an increase of 1 dollar an hour for year three and four. As you know the MRI Services are bringing in Revenue for the City.

In 2007 The MRI Service brought in \$237,000.00 in revenue. Currently to date the 2008 MRI Services have brought in \$156,750.00 in revenue.



## The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief

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

Medical Reimbursements Inc. reported collection for Ambulance Services for 2007 \$880,554.00

In 2005 when the previous PSI contract expired, The City of Berwyn went through bidding process. At that time only one company responded to the bid and proposed a higher price. The Town of Cicero has just recently entered into a contract with PSI to provide Emergency Medical Services for Fire Department due to their reputation. PSI is the leading provider for contracting EMS Services. We have experienced outstanding service from PSI.

With the cooperation of PSI we have an emergency call back procedure to supply EMS service when required, during a disaster or major incident in our City of Berwyn or when required fulfilling a Mutual Aid request for an extended period of time.

Therefore it is my recommendation that the City enter into the agreement for Professional Services provided by Paramedic Services of Illinois, however we will take direction from Council whether or not to enter into a bidding process.

Attached to this letter is a correspondence from PSI regarding the contract.

Respectfully,

Denis O'Halloran  
Fire Chief



of Illinois, Inc. SPECIALIZING IN MUNICIPAL CONTRACTS

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May 2, 2008

EARL J. FIELD  
CHAIRMAN OF THE BOARD

The Members of City Council  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Illinois 60402

To the Members of the City Council:

First and foremost, let me thank you for the privilege of serving the City of Berwyn for over twenty four years. Our relationship has been of mutual benefit. The dedication of our personnel is the main reason for PSI's success. Administratively, we back up this dedication with a strong management structure. Together, we bring the residents of the City of Berwyn one of the finest, most cost-effective Paramedic / EMT Programs in the Chicagoland area.

PSI is the leading provider of contractual EMS Services. We currently service twenty-seven communities, the Good Samaritan Hospital Specialty Transport Vehicle, Rainbow Hospice and Advocate Hospice. The more than three hundred full time professionals we employ reflect the goals of Paramedic Services of Illinois, Inc.:

- 1. Offer the highest patient care possible.*
- 2. As pioneers, set the standard for paramedic excellence.*
- 3. Strive to make the quality of life better for the people you come in contact with on a daily basis.*

Our intention is to continue, uninterrupted, the quality service that the residents of the City of Berwyn have come to know and expect. Our goal is to retain the proven professionals in the industry. To do this, we must provide them with a salary structure and benefit package that reflects their professionalism.

This proposal contains all employee and administrative costs. Employee costs include, but are not limited to: employee salaries; paid time off; health, dental, life, and AD&D insurance; commercial liability insurance, including medical malpractice and a comprehensive umbrella package; short and long term disability insurance; annual physicals; selected continuing education; and a retirement program, including profit sharing and 401(k).

We at PSI are committed to provide your community with the highest standard of pre-hospital care. We will do this in the most cost-effective manner possible.

PSI proposes to extend our current agreement for the next three years, with an optional fourth year, for Paramedic and EMT services. We will do this for an annual increase of 3.5% each year for all four years. The hourly rate for personnel providing MRI transports will remain at \$22.00 per hour for years one and two, and increase to \$23.00 per hour for years three and four.

**Paramedic / EMT Service**

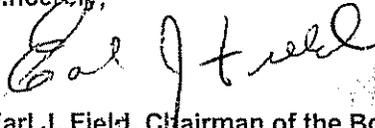
YEAR 1: June 1, 2008 to May 31, 2009	\$1,183,320.00	(\$ 98,610.00 per month)
YEAR 2: June 1, 2009 to May 31, 2010	\$1,224,744.00	(\$102,062.00 per month)
YEAR 3: June 1, 2010 to May 31, 2011	\$1,267,620.00	(\$105,635.00 per month)
YEAR 4: June 1, 2011 to May 31, 2012	\$1,311,984.00	(\$109,332.00 per month)

**MRI Transport Services**

YEAR 1: June 1, 2008 to May 31, 2009	\$22.00 per hour per person
YEAR 2: June 1, 2009 to May 31, 2010	\$22.00 per hour per person
YEAR 3: June 1, 2010 to May 31, 2011	\$23.00 per hour per person
YEAR 4: June 1, 2011 to May 31, 2012	\$23.00 per hour per person

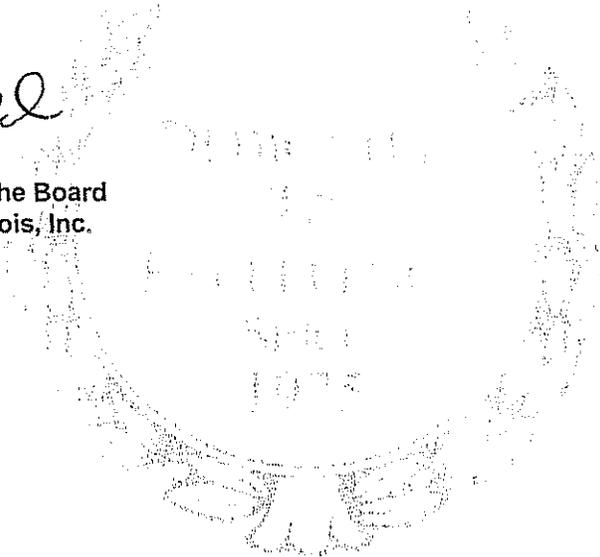
I will be most happy to meet with The City Council to answer any further questions.

Sincerely,



Earl J. Field, Chairman of the Board  
Paramedic Services of Illinois, Inc.

EJF/rh





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  
www.berwyn-il.gov

MICHAEL A. O'CONNOR, Mayor

May 7, 2008

To: Mayor Michael O'Connor & City Council Members  
From: Patrick Ryan, Public Works Director  
Re: Engineering Services Proposal for Storage Tank Repair

State and federal regulations require the City of Berwyn to periodically check the condition of the elevated storage tanks (EST) and ground storage tanks (GST) at the 30<sup>th</sup> Street Pumping Station. The last such inspection found several deficiencies requiring repair.

Attached is a proposal from CDM Engineers to draft the necessary contract documents to bid out the repairs.

**Recommended Actions:**

Staff recommends the City Council approve the attached Professional Service Agreement with CDM Engineers for contract documents for GST and EST repair for a lump sum of \$9,889. The funds were budgeted for this fiscal year.



125 South Wacker Drive. Suite 600  
Chicago, Illinois 60606  
tel: 312 346-5000  
fax: 312 346-5228

April 23, 2008

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

Subject: Proposal for Repair of Elevated Storage Tank (EST) and Ground Storage  
Tank (GST)  
Berwyn, Illinois

Dear Mr. Ryan:

Camp Dresser & McKee Inc. (CDM) is pleased to provide our scope of work and estimated fee for Professional Services to develop Contract Documents for the repair of the existing EST and GST currently owned and operated by the City of Berwyn. The project location address is one Public Works Drive, City of Berwyn, Illinois.

If you would like CDM to begin working on this project, please sign both copies of the attached contract and return one executed copy to CDM (retain one copy for your records).

If you have any questions regarding the completion of this work, feel free to call Eddie McCall or me at (312) 346-5000. We appreciate this opportunity to assist with this project.

Sincerely,

Christopher M. Martel, P.E., BCEE  
Principal Engineer  
Camp Dresser & McKee, Inc.

cc: Mr. Edward McCall

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
STUDY AND REPORT  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of April \_\_\_\_\_, 2008 between City of Berwyn ("OWNER") and Camp Dresser & McKee Inc. ("ENGINEER"). OWNER intends to complete repairs to one (1) elevated water storage tank and one ground storage tank located at One (1) Public Works Drive. (the "Project"). OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Basic Services described in Article 2 below and as further set forth in Exhibit A, "Further Description of Engineering Services and Related Matters" ("Exhibit A") This Agreement will become effective on the date first above written.

**ARTICLE 1 - GENERAL**

1.1. Standard of Care

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any OWNER's Subcontractors unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

1.2. Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.2.1. *Special Services*

Special Services means the services to be performed for or furnished to OWNER by ENGINEER described in Article 3 of this Agreement.

1.2.2. *Agreement*

Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 9 of this Agreement.

1.2.3. *Basic Service*

Basic Services means the services to be performed for or furnished to OWNER by ENGINEER

described in Article 2 of this Agreement.

1.2.4. *Construction Cost*

Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.2.5. *Engineer's Subcontractor*

ENGINEER's Subcontractor means a person or entity having a contract with ENGINEER to perform or furnish Basic or Special Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

1.2.6. *Reimbursable Expenses*

Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Special Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

1.2.7. *Total Project Costs*

Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 4.

## ARTICLE 2 - BASIC SERVICES OF ENGINEER

### 2.1. Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall:

- 2.1.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 2.1.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- 2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.
- 2.1.4. Evaluate various alternate solutions available to OWNER as described in Exhibit A, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.

- 2.1.5. Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.
- 2.1.6. Furnish the Report to and review it with OWNER.
- 2.1.7. Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth in Exhibit A.
- 2.1.8. Submit the Report within the stipulated period indicated in Exhibit A.
- 2.1.9. ENGINEER's services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 2.1 are amended and supplemented as indicated in Exhibit A.

### **ARTICLE 3 - SPECIAL SERVICES OF ENGINEER**

#### **3.1. Special Services Requiring Authorization in Advance**

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Special Services of the types listed in paragraphs 3.1.1 through 3.1.9, inclusive, as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

- 3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 3.1.3. Services resulting from significant changes in the scope, extent or character of the portions of the Project specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies or reports, or when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the effective date of this Agreement, or are due to any other causes beyond ENGINEER's control.

- 3.1.4 Services resulting from facts revealed about conditions:
  - 3.1.4.1. which are different from information about such conditions that OWNER previously provided to ENGINEER and upon which ENGINEER was entitled to rely; or
  - 3.1.4.2. as to which OWNER had responsibility to provide if such information was not previously provided.
- 3.1.5. Providing renderings or models for OWNER's use.
- 3.1.6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing.
- 3.1.7. Furnishing services of ENGINEER's Subconsultants for other than Basic Services.
- 3.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Article 2.
- 3.1.9. Other Special Services performed or furnished by ENGINEER in connection with the Project.

#### **ARTICLE 4 - OWNER'S RESPONSIBILITIES**

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 4.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 4.3. Furnish to ENGINEER as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:
  - 4.3.1. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;
  - 4.3.2. appropriate professional interpretations of all of the foregoing;
  - 4.3.3. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 4.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 4.5. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 4.6. Provide, as may be required for the Project:
  - 4.6.1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
  - 4.6.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- 4.7. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.
- 4.8. Furnish, or direct ENGINEER to provide, Special Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

#### **ARTICLE 5 - TIMES FOR RENDERING SERVICES**

- 5.1. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

#### **ARTICLE 6 - PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

- 6.1. Methods of Payment for Services and Expenses of Engineer
  - 6.1.1. *For Basic Services*  
OWNER shall pay ENGINEER for Basic Services performed or furnished under Article 2 on the basis set forth in Exhibit A.
  - 6.1.2. *For Special Services*  
OWNER shall pay ENGINEER for Special Services performed or furnished under Article 3 on the basis set forth in Exhibit A.
  - 6.1.3. *For Reimbursable Expenses*  
In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Subcontractors as set forth in Exhibit A. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit A.

6.1.4. *Tax on Services*

The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the compensation as determined above.

6.2. Other Provisions Concerning Payments

6.2.1. *Preparation of Invoices*

Invoices for Basic and Special Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Special Services in each invoice will be calculated on the basis set forth in Exhibit A. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices*

If OWNER, for any reason, fails to make payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend Services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

## ARTICLE 7 - OPINIONS OF COST

7.1. Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.6.1.

## ARTICLE 8 - GENERAL CONSIDERATIONS

8.1. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

## 8.2 Reuse of Documents

All documents provided or furnished by ENGINEER (or ENGINEER's Subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Subcontractors, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Subcontractors, as appropriate) whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Subconsultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Subcontractors, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

## 8.3. Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

## 8.4. Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

## 8.5. Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

## 8.6. Successors and Assigns

8.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.6.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.6.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.6.3. Unless expressly provided otherwise in this Agreement:

8.6.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.6.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

#### 8.7. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 8.8. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 8.9. Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

#### 8.10. Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discoveries relating to this Project and to the extent that ENGINEER is not a party to the lawsuit.

#### 8.11. Change Orders

8.11.1. Any work not contained in Exhibit A, Scope of Work, shall be a change and shall be performed by ENGINEER only pursuant to a written Change Order to this Agreement signed by OWNER and ENGINEER. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the work, or of the time required for the performance of the work, ENGINEER shall be paid additional compensation acceptable to both parties in accordance with Exhibit A or granted an extension of the schedule, or both.

8.11.2. In the event OWNER requests ENGINEER to develop information necessary for the consideration of a change in the Project, and such a change is not adopted, OWNER shall reimburse ENGINEER for the costs which it incurs in connection with such efforts.

#### 8.12. Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or

sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

8.13. Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

**ARTICLE 9 - EXHIBITS AND SPECIAL PROVISIONS**

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Further Description of Engineering Services and Related Matters," consisting of 2 pages

9.1.2. Exhibit B, "SCHEDULE OF HOURLY BILLING RATES"

**THE BALANCE OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

This Agreement (consisting of Pages 1 to 10 inclusive, and the exhibits identified above) constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

\_\_\_\_\_  
By: Mr. Patrick Ryan

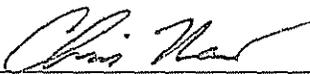
Title: Public Works Director

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

Address for giving notices:

One Public Works Drive  
Berwyn, Illinois 60402

ENGINEER:

  
\_\_\_\_\_

By: Christopher M. Martel, P.E.

Title: Principal Engineer

Date: 4/23/08

Address for giving notices:

Edward McCall, P.E.

Project Manager

Camp Dresser & McKee Inc

125 South Wacker Dr., Suite 600

Chicago, IL 60606

(312) 346-5000; Fax (312) 346-5228

**EXHIBIT A TO AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

**FURTHER DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made a part of the Agreement dated April \_\_\_\_\_, 2008, between City of Berwyn (OWNER) and Camp Dresser & McKee Inc. (ENGINEER) for study and report professional services.

1. The Basic Services of ENGINEER as described in Article 2 of said Agreement are amended and supplemented as follows:

**Task 1 – Design Development**

- CDM shall review existing documentation related to tank inspection dated May 31, 2007 and as-built drawings.
- CDM shall develop a performance-based design package including a site plan drawing and technical specifications intended to address the repairs needed to each storage tank. Specifications will indicate the appropriate repair methods for varying levels of corrosion present.
- CDM shall develop bidding documents to complete the repairs of each storage tank. The bidding documents shall use City of Berwyn standard “up front” documents (if available). If not available CDM shall provide our in-house bidding documents formatted to meet the City of Berwyn needs.
- CDM shall provide a draft copy of the bidding documents for review by the City. CDM shall host a project review meeting with City Staff to discuss the project and obtain comments on the draft documents. CDM shall incorporate City Staff comments into the bid documents.

**Task 2 – Bidding Assistance**

- CDM will assist the City during a mandatory pre-bid meeting with interested bidders. This shall be an on-site meeting. CDM will respond to questions from bidders as appropriate.
- CDM shall evaluate bids and make a recommendation to the City of Berwyn for Award. CDM shall attend the Contractors kick-off meeting post bid and award.

2. The responsibilities of OWNER as described in Article 4 of said Agreement are amended and supplemented as follows:

Provide copies of “as-built” plans and design specifications for the existing tanks

3. The time periods for the performance of ENGINEER's services as set forth in Article 5 of said Agreement are amended and supplemented as follows:

Task 1 one shall be completed within four (4) weeks of the notice to proceed.

4. The method of payment for services rendered by ENGINEER shall be as set forth below:

For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER the lump sum fee of \$9,889.

5. OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

Not Applicable



THE CITY OF **BERWYN, ILLINOIS**

*Building A New Berwyn*

MICHAEL A. O'CONNOR, *Mayor*

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

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

May 7, 2008

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Proposal for Security Upgrades for Pump Stations

Recent incidences of vandalism at the 19<sup>th</sup> St Pump Station have spotlighted the vulnerability of the two pump station. There are no electronic security apparatus in place nor are there any alarm systems to contact emergency personnel. This leaves the pump equipment and pump operators in jeopardy.

Attached is a proposal from CDM Engineers to evaluate the existing security and design the appropriate measures to safeguard the facilities and personnel. The 19<sup>th</sup> St Pump Station poses particular concern as it is geographically distant from all other City facilities and is not served by the City computer network.

**Recommended Actions:**

Staff recommends the City Council approve the attached Professional Service Agreement with CDM Engineers for security study of the City pumping stations for a lump sum of \$9,180.



125 South Wacker Drive, Suite 600  
Chicago, Illinois 60606  
tel: 312 346-5000  
fax: 312 346-5228

April 23, 2008

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

Subject: Proposal for Security Upgrades with Modernization of the Existing Potable Water  
Pumping Facilities and related Distribution System.

Dear Mr. Ryan:

Camp Dresser & McKee Inc. (CDM) is pleased to provide our scope of work and estimated fee for Professional Services to evaluate security upgrades with modernization of the existing potable water pumping facilities and related distribution system. The pumping facilities considered under this proposal are located at One Public Works Drive and on 19<sup>th</sup> Street in the City of Berwyn, Illinois.

If you would like CDM to begin working on this project, please sign both copies of the attached contract and return one executed copy to CDM (retain one copy for your records).

If you have any questions regarding the completion of this work, feel free to call Eddie McCall or me at (312) 346-5000. We appreciate this opportunity to help The City of Berwyn address its security issues as related to its water pumping facilities.

Sincerely,

Christopher M. Martel, P.E., BCEE  
Principal Engineer  
Camp Dresser & McKee, Inc.

cc: Mr. Edward McCall

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
STUDY AND REPORT  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of April \_\_\_\_\_, 2008 between City of Berwyn ("OWNER") and Camp Dresser & McKee Inc. ("ENGINEER"). OWNER intends to evaluate security upgrades with modernization of the existing potable water pumping facilities at One Public Works Drive and on 19th Street in the City of Berwyn, Illinois (the "Project"). OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Basic Services described in Article 2 below and as further set forth in Exhibit A, "Further Description of Engineering Services and Related Matters" ("Exhibit A"). This Agreement will become effective on the date first above written.

**ARTICLE 1 - GENERAL**

1.1. Standard of Care

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any OWNER's Subcontractors unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

1.2. Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.2.1. *Special Services*

Special Services means the services to be performed for or furnished to OWNER by ENGINEER described in Article 3 of this Agreement.

1.2.2. *Agreement*

Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 9 of this Agreement.

1.2.3. *Basic Service*

Basic Services means the services to be performed for or furnished to OWNER by ENGINEER

described in Article 2 of this Agreement.

1.2.4. *Construction Cost*

Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.2.5. *Engineer's Subcontractor*

ENGINEER's Subcontractor means a person or entity having a contract with ENGINEER to perform or furnish Basic or Special Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

1.2.6. *Reimbursable Expenses*

Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Special Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

1.2.7. *Total Project Costs*

Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 4.

## ARTICLE 2 - BASIC SERVICES OF ENGINEER

### 2.1. Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall:

- 2.1.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 2.1.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- 2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.
- 2.1.4. Evaluate various alternate solutions available to OWNER as described in Exhibit A, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.

- 2.1.5. Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.
- 2.1.6. Furnish the Report to and review it with OWNER.
- 2.1.7. Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth in Exhibit A.
- 2.1.8. Submit the Report within the stipulated period indicated in Exhibit A.
- 2.1.9. ENGINEER's services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 2.1 are amended and supplemented as indicated in Exhibit A.

### **ARTICLE 3 - SPECIAL SERVICES OF ENGINEER**

#### **3.1. Special Services Requiring Authorization in Advance**

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Special Services of the types listed in paragraphs 3.1.1 through 3.1.9, inclusive, as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

- 3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 3.1.3. Services resulting from significant changes in the scope, extent or character of the portions of the Project specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies or reports, or when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the effective date of this Agreement, or are due to any other causes beyond ENGINEER's control.

- 3.1.4. Services resulting from facts revealed about conditions:
  - 3.1.4.1. which are different from information about such conditions that OWNER previously provided to ENGINEER and upon which ENGINEER was entitled to rely; or
  - 3.1.4.2. as to which OWNER had responsibility to provide if such information was not previously provided.
- 3.1.5. Providing renderings or models for OWNER's use.
- 3.1.6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing.
- 3.1.7. Furnishing services of ENGINEER's Subconsultants for other than Basic Services.
- 3.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Article 2.
- 3.1.9. Other Special Services performed or furnished by ENGINEER in connection with the Project.

#### **ARTICLE 4 - OWNER'S RESPONSIBILITIES**

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 4.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 4.3. Furnish to ENGINEER as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:
  - 4.3.1. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;
  - 4.3.2. appropriate professional interpretations of all of the foregoing;
  - 4.3.3. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 4.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 4.5 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 4.6 Provide, as may be required for the Project:
  - 4.6.1 accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
  - 4.6.2 such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- 4.7 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.
- 4.8 Furnish, or direct ENGINEER to provide, Special Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

#### **ARTICLE 5 - TIMES FOR RENDERING SERVICES**

- 5.1 If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

#### **ARTICLE 6 - PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

- 6.1 Methods of Payment for Services and Expenses of Engineer
  - 6.1.1 *For Basic Services*  
OWNER shall pay ENGINEER for Basic Services performed or furnished under Article 2 on the basis set forth in Exhibit A.
  - 6.1.2 *For Special Services*  
OWNER shall pay ENGINEER for Special Services performed or furnished under Article 3 on the basis set forth in Exhibit A.
  - 6.1.3 *For Reimbursable Expenses*  
In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Subcontractors as set forth in Exhibit A. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit A.

6.1.4. *Tax on Services*

The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the compensation as determined above.

6.2. Other Provisions Concerning Payments

6.2.1. *Preparation of Invoices*

Invoices for Basic and Special Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Special Services in each invoice will be calculated on the basis set forth in Exhibit A. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices*

If OWNER, for any reason, fails to make payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend Services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

**ARTICLE 7 - OPINIONS OF COST**

7.1. Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.6.1.

**ARTICLE 8 - GENERAL CONSIDERATIONS**

8.1. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

## 8.2. Reuse of Documents

All documents provided or furnished by ENGINEER (or ENGINEER's Subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Subcontractors, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Subcontractors, as appropriate) whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Subconsultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Subcontractors, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

## 8.3. Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

## 8.4. Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

## 8.5. Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

## 8.6. Successors and Assigns

8.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.6.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.6.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.6.3. Unless expressly provided otherwise in this Agreement:

8.6.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.6.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

#### 8.7. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 8.8. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 8.9. Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

#### 8.10. Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discoveries relating to this Project and to the extent that ENGINEER is not a party to the lawsuit.

#### 8.11. Change Orders

8.11.1. Any work not contained in Exhibit A, Scope of Work, shall be a change and shall be performed by ENGINEER only pursuant to a written Change Order to this Agreement signed by OWNER and ENGINEER. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the cost of the work, or of the time required for the performance of the work, ENGINEER shall be paid additional compensation acceptable to both parties in accordance with Exhibit A or granted an extension of the schedule, or both.

8.11.2. In the event OWNER requests ENGINEER to develop information necessary for the consideration of a change in the Project, and such a change is not adopted, OWNER shall reimburse ENGINEER for the costs which it incurs in connection with such efforts.

#### 8.12. Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or

sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

8.13. Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

**ARTICLE 9 - EXHIBITS AND SPECIAL PROVISIONS**

- 9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:
- 9.1.1. Exhibit A, "Further Description of Engineering Services and Related Matters," consisting of 2 pages
  - 9.1.2. Exhibit B, "SCHEDULE OF HOURLY BILLING RATES"

**THE BALANCE OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

This Agreement (consisting of Pages 1 to 10 inclusive, and the exhibits identified above) constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

\_\_\_\_\_  
By: Mr. Patrick Ryan

Title: Public Works Director

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

Address for giving notices:

One Public Works Drive

Berwyn, Illinois 60402

ENGINEER:

  
\_\_\_\_\_

By: Christopher M. Martel, P.E.

Title: Principal Engineer

Date: 4/23/08

Address for giving notices:

Edward McCall, P.E.

Project Manager

Camp Dresser & McKee Inc.

125 South Wacker Dr., Suite 600

Chicago, IL 60606

(312) 346-5000; Fax (312) 346-5228

**EXHIBIT A TO AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

**FURTHER DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made a part of the Agreement dated April \_\_\_\_\_, 2008, between City of Berwyn (OWNER) and Camp Dresser & McKee Inc. (ENGINEER) for study and report professional services.

1. The Basic Services of ENGINEER as described in Article 2 of said Agreement are amended and supplemented as follows:

**Task 1 – Review of Existing Facilities and Determination of Security/Modernization Needs**

ENGINEER will evaluate the two (2) existing sites. These sites are the Public Works and Engineering building pump station and the 19th street pump station. This review shall document existing security status. In addition, this review shall document existing equipment status and the potential needs/limitation to modernize each facility. Upon completion of the evaluation a memo style report shall be submitted to the Public Works Engineering Department summarizing the findings.

Post evaluation, ENGINEER will host a review meeting with city staff to outline what minimum security improvements are required. Also, ENGINEER will discuss modernization needs for each facility. ENGINEER shall present concept drawings related to the green spaces above the existing underground storage tanks. These concept drawing(s) shall give the OWNER a vision of how security with urban development can be a win/win for the OWNER and the surrounding community. This vision will be based on similar projects completed by ENGINEER for other communities both in Illinois and nationally.

Given the anticipated complexity and engineering needs for this proposed project, ENGINEER shall continue the above discussions by outlining multiple project delivery approaches. These approaches include traditional project delivery i.e. Design-Bid-Build and alternative project delivery i.e. Design-Build, Design-Contract-Build with Construction Management. The discussion will include how project delivery approach selection applies to this project with the City of Berwyn.

**Task 2 – Project Design**

Upon Completion of the review meeting with the City Staff, ENGINEER shall submit a cost and scope of work associated with the Design phase of this project. This scope is not included in this proposal.

2. The responsibilities of OWNER as described in Article 4 of said Agreement are amended and supplemented as follows:

Not Applicable

3. The time periods for the performance of ENGINEER's services as set forth in Article 5 of said Agreement are amended and supplemented as follows:

Task 1 one shall be completed within three (3) weeks of the notice to proceed.

4. The method of payment for services rendered by ENGINEER shall be as set forth below:

In the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER as follows:

For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER the lump sum fee of \$9,180.

5. OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

Not Applicable



5-18  
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

www.berwyn-il.gov

May 9, 2008

To: Mayor Michael O'Connor & City Council Members

From: Patrick Ryan, Public Works Director

Re: Landscape Agreement with ATT Lightspeed

ATT Lightspeed is willing to sign an agreement with the City of Berwyn to provide \$1,500 for landscaping around each "V-rad" station installed throughout the City of Berwyn. These funds could be used in any manner the City sees fit to address any visual impact of the equipment. Although this is not required by law, ATT has similar agreements with other communities throughout Illinois.

A portion of these funds could be used to hire a landscape engineer to draft standard plans for these installations. The remainder would be used to landscape the installations.

This agreement is expected to generate approximately \$60,000 in the next two years

**Recommended Actions:**

Staff recommends the City Council approve the execution of the attached agreement with ATT for landscaping in conjunction with the Lightspeed program.



Marc D. Blakeman  
Regional Vice President  
External Affairs

AT&T Illinois  
225 West Randolph Street  
Floor 27B  
Chicago, Illinois 60606

T: 312.727.4221  
F: 312.727.3722  
mb3878@att.com  
www.att.com

March 12, 2008

Mayor Michael A. O'Connor  
City of Berwyn  
6700 W. 26th Street  
Berwyn, Illinois 60402

Dear Mayor O'Connor:

AT&T Illinois ("AT&T") is in the process of installing facilities in the public rights-of-way ("ROW") within the City of Berwyn, Illinois (the "City") in connection with AT&T's network upgrade, known as Project Lightspeed. As part of this upgrade process, AT&T remains committed to working with the City pertaining to the screening, landscaping and maintenance of these facilities.

In furtherance of this commitment, AT&T hereby agrees to be bound by the terms contained in this letter (hereafter referred to as the "Agreement"). AT&T shall make a payment to the City of One Thousand Five Hundred Dollars (\$1,500.00) (a "Payment") for each separate Video-Ready Access Device ("VRAD") located in the ROW of the City where AT&T and the City have mutually agreed that screening, landscaping and maintenance of the screening and landscaping is reasonably necessary ("AT&T's Facilities"). The Payments shall be used by the City for screening, landscaping and maintenance of the screening and landscaping related to AT&T's Facilities, subject to the following terms:

1. The City shall assume all responsibilities, including all costs, expenses and liabilities, related to the screening and landscaping of AT&T's Facilities within the City. In fulfilling these responsibilities, the City shall comply with all applicable land use and safety regulations including, but not limited to, the Illinois Underground Utilities Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.* and the City shall reserve a four (4) foot setback on all four sides of every VRAD, upon which no landscaping or obstruction will be placed, such that every VRAD may be easily accessed by AT&T.
2. Except for its responsibility to make the Payments, AT&T shall not be responsible for any costs, expenses or liabilities related to the screening and landscaping or the ongoing maintenance of the screening and landscaping of AT&T's Facilities within the City.
3. As long as this Agreement remains in effect, AT&T's Facilities shall not be subject to any applicable Municipal Code provisions regarding screening, landscaping, maintenance or security requirements, including, but not

limited to, the posting of a bond, letter of credit or the establishment of an escrow account.

4. AT&T asserts that any payment obligations, including bond, letter of credit or escrow account requirements, imposed by the City in relation to AT&T's Facilities are inconsistent with applicable law, including the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*, the Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 *et seq.* or the Telephone Company Act, 220 ILCS 65/1 *et seq.* However, despite AT&T's assertion, AT&T will make this payment voluntarily under the conditions described above. As to other municipalities, AT&T reserves the right to challenge any such similar payment requirement.

Please express your agreement and acceptance of the terms of this Agreement by signing below.

Sincerely,



Marc D. Blakeman  
Regional Vice President, External Affairs

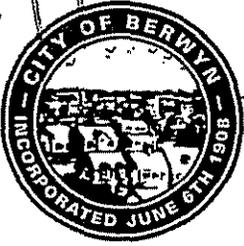
**AGREED TO AND ACCEPTED:**

**CITY OF BERWYN**

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

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

Title: \_\_\_\_\_



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

## Memo

To: City Council and Mayor Michael O'Connor

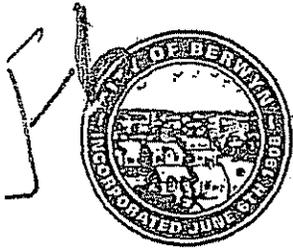
From: Stephanie Walker

Date: May 1, 2008

Re: Disposal of vehicles

---

Sam Canino the Fleet manager has prepared the attached listing of City owned vehicles which are to be disposed of. He indicated that the City will strip off any usable parts then the vehicles will go to the junk yard for disposal. I have reviewed the list and concur with the disposal process. Please approve for disposal.



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

MICHAEL A. O'CONNOR, Mayor

PUBLIC WORKS DEPARTMENT

One Public Works Drive • Berwyn, Illinois 60402-0701

Telephone: (708) 749-4700 • Telephone: (708) 788-1514 • Fax: (708) 749-9503

www.berwyn-il.gov

*Refer to Finance  
3/24 Stepl*

March 21, 2008

Honorable Mayor Michael A O'Connor  
And members of the Berwyn City Council  
Berwyn City Hall  
6700 W 26 th.St  
Berwyn,60402

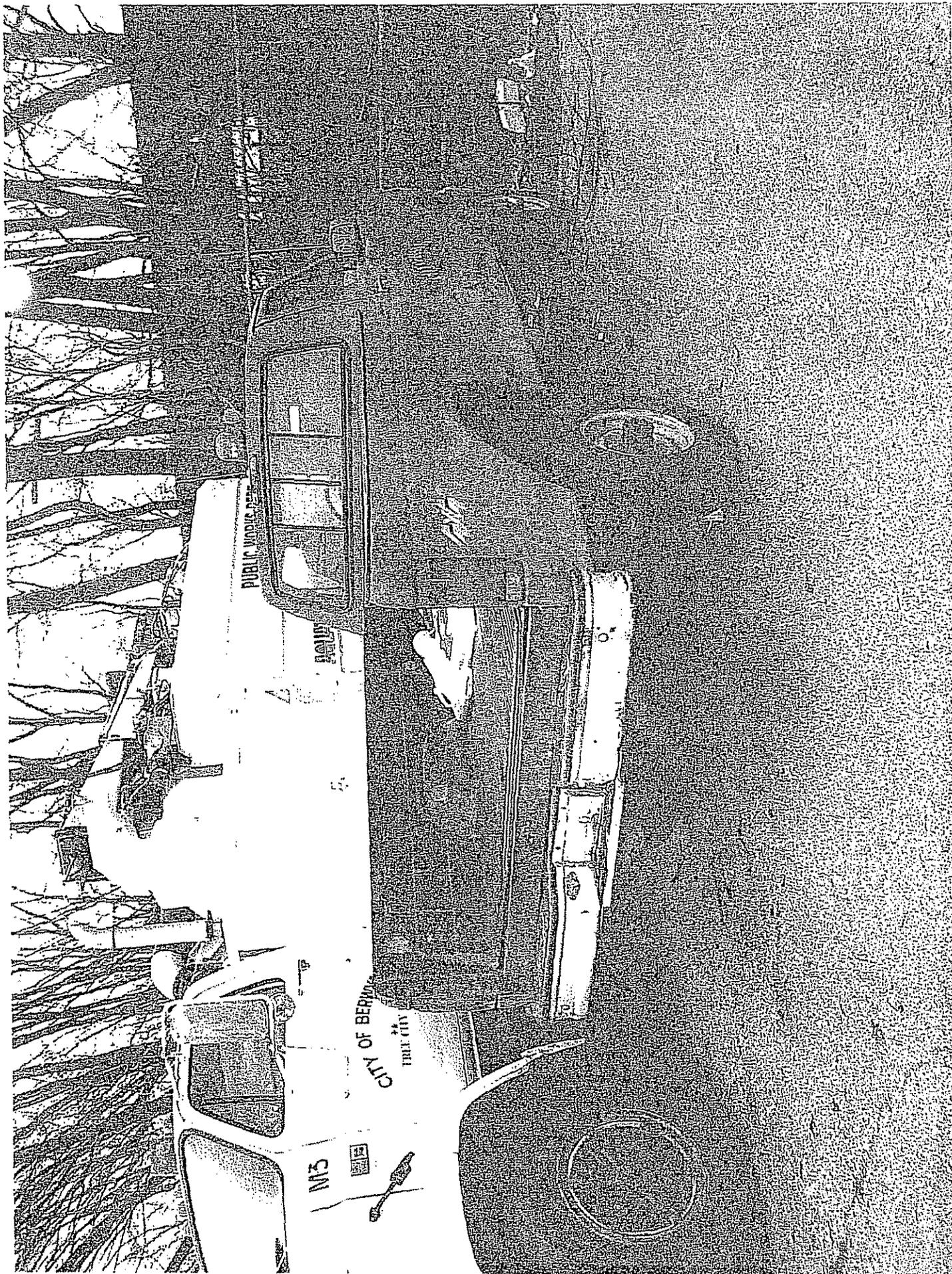
Dear Mayor and Council Members

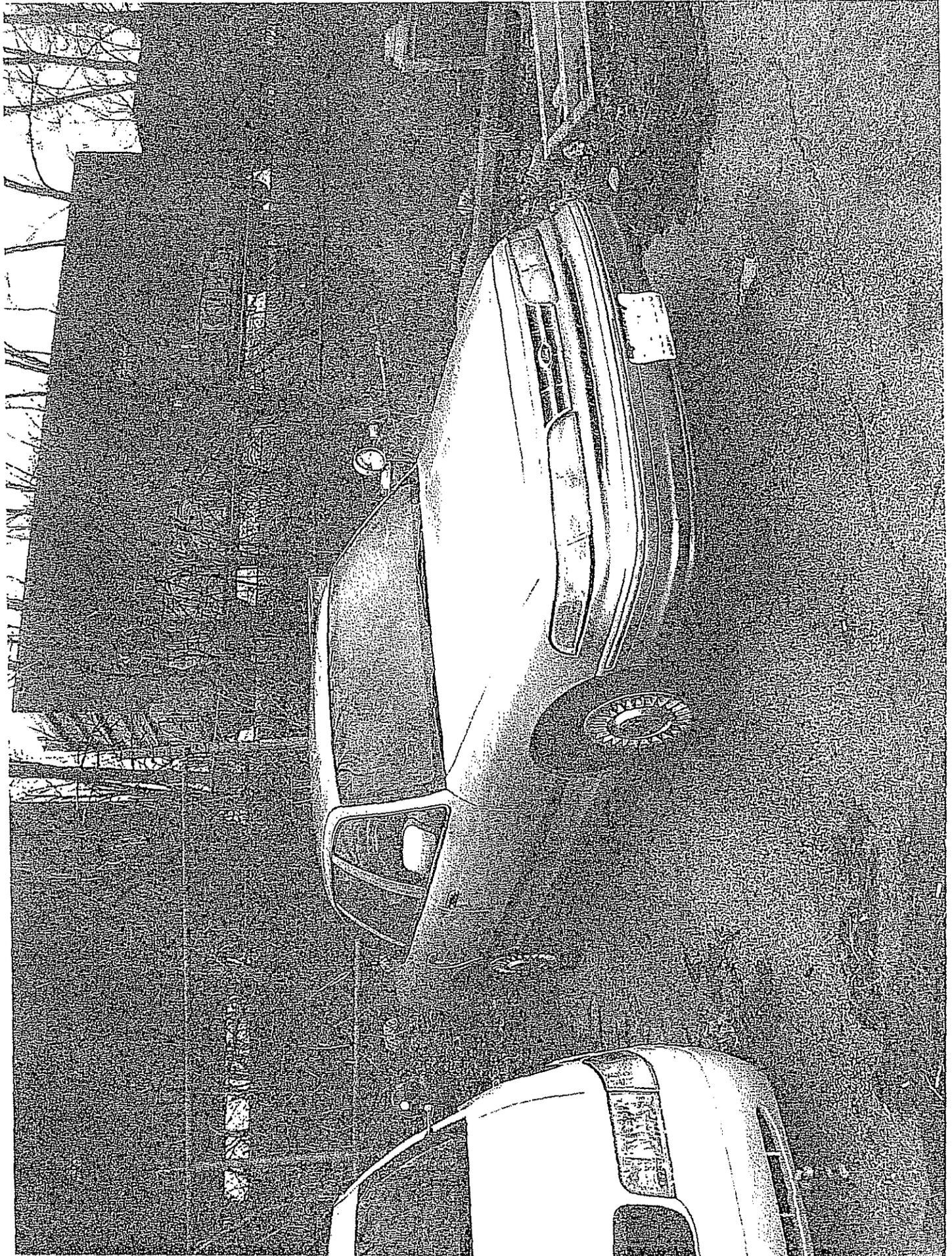
I am respectfully requesting the scraping of unit # M-29 . This Is a 1996 Ford F350 pick-up Vin # 2FTHT36H3TCA43535. The vehicle Has 52,000 HARD miles on it and is out of service .The truck needs a transmission and transfer case . Cost to repair would be \$2500.00 to \$3000.00 depending on what used parts are available. This is the old Red graffiti truck that was passed back to Public Works when the 2000 Ford F350 (1505 Vehicle)was put in service. We plan on removing the plow equipment with hopes to install on a similar or newer vehicle.

The next vehicle is from the PD Unit # 153. This unit is a 1995 Ford Crown Vic Vin # 2FALP71WXTX147622 with 97,000 miles. The vehicle will not pass the Illinois Emission test without repairs that will exceed \$2000.00. It is not cost effective to repair a vehicle of this age and mileage. There are only two other 1995 Ford Crown Vics in the fleet and both are on borrowed time.

Respectfully

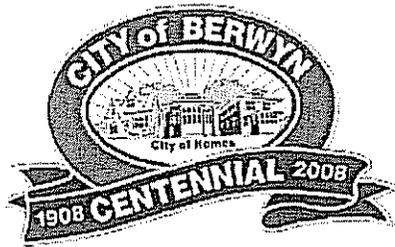
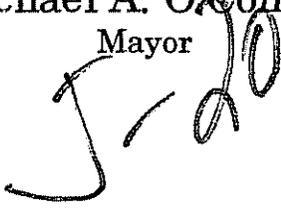
  
\_\_\_\_\_  
Sam Canino / Fleet Maintenance





Michael A. O'Connor

Mayor



Stephanie M. Walker

Finance Director

A Century of Progress with Pride

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

May 8, 2008

To: City Council and Mayor Michael O'Connor

From: Stephanie Walker, Finance Director

Re: General ledger bids

---

**Selection process:**

The general ledger selection committee has completed its review of all proposals received for new software. As you may recall we originally received 9 bids on these services. Jim Frank and I reviewed each bid proposal and narrowed the field down to five companies to bring in for demonstrations.

We then formulated a core selection committee of Jim Frank, Wayne Buehrer, Debi Suchy, Sue Bradley, Jeanette Lazo, Angie Wagge, Judy Burns, Anne Burkholder, Luna Iovinelli and myself. Alternative members of the committee included Mark Jarnagin, Pat Segal and Dori Curtis. The alternative members provided feedback on modules not included in the original proposal, but that we wanted to review and consider in making the best selection for the City.

After input from each member on the key functions of their department and the needs of a system, we designed an evaluation form. The evaluation form was broken down into over 22 section (or evaluation points). Each point was further broken down by key feature within that area. The form was created to assist in evaluating the functionality and usability of each system. Next the selection committee reviewed key pieces of each proposal and attended a day long demonstration by each of the five companies. After attending each demonstration, committee members then were asked to provide feedback on each demonstration including completion of the evaluation form and a final ranking all five companies.

Based on this initial evaluation we brought two companies back for further consideration and a second demonstration. The feedback and questions we had from the first round of demonstrations on each of these two companies were given to the companies to address or further comment. They then came back on-site at the City and each spent another full day going over their software and its abilities.

Next we contacted other municipalities and some of the references listed for each of the two finalist companies. After the second round of on-site demonstrations each selection committee member was again asked to rank each company and provide why they thought one system was better than the others.

### **Recommendation:**

Based on all of the evaluations we recommend the City select New World for our financial record keeping software solution. To summarize the project, this contract will provide a new general ledger software system which includes integrated cash receipting, utility billing and on-line utility bill payments, payroll processing, business licensing and budgeting. Some of the key features of the system that our selection committee really liked were:

- The system allows for centralized accounts receivable processing so when we have a citizen come in to pay for a business license we will also know whether they have an outstanding water bill.
- Modules allow for documents to be attached right in the software; for example, copies of back up needed for a journal entry can be electronically retained rather than kept in paper form.
- Calculations of employee retro pay for a raise which went into affect in the past are automatically calculated using the hours within the system. We no longer have to manually calculate all the hours by category (regular time, over time, etc) worked by an individual and multiply it out by hand.
- The system allows for standard cash receipt batch entries, so the daily deposits we receive from other off-site locations are pre-programmed with the account numbers we just need to enter the amount for each line.
- All reports are exportable to either excel or adobe and can be e-mailed right from the general ledger system
- The system uses e-mail notifications for approval processes. For example if one person enters a journal entry the system can be set up so that the finance director receives an e-mail to notify them that this entry needs to be approved prior to it being posted.
- We also have the ability to give inquiry access to the system to all department heads so they can review their account balances and individual transactions at any time. They will be able to review their budget reports and immediately access what vouchers and which employee's salary information make up each expenditure account balances.
- The system will allow the City to accept on-line bill payments and bank drafts. Many of our customers already ask for these features and our current system does not allow this to occur.
- The system also has a great tracking process for NSF checks the City has received. We will be able to note in the system which customers give us NSF's so we no longer accept checks from them. Additionally the system will allow us to track NSF's so we can follow up with the customer to receive a payment.
- The report writer on the system is much more comprehensive. We would have the ability to provide cross departmental expense analysis of categories of expenditures. For example, we could run reports to show just the gas expenses for each department. Our current system does not allow for this type of custom report to be easily written on the fly.
- The system also allows for mass mailing of forms to our customers. For example if we wanted to notify water customers mid-quarter of a future rate change we can design the letter

and the system will pull all the customer and address information then print the letter for every customer or a subset of customers.

- The accounts payable system will track recurring monthly payments in list format so if we have not yet received a bill on a payment that is due we can call the department head or vendor and see where the invoice is. This will help ensure the City does not incur late fees on bills we know we need to pay every month.

The bullet points above are just a few of the functions this system has which we currently cannot do with our existing system.

I have attached the contract with New World contract for your review. Jim Frank and I will be having a conference call with New World on the 22<sup>nd</sup> to discuss any final changes that need to be made to the contract language. I have forwarded a copy of the contract to Anthony Bertuca for his review as well. However we were not able to get his changes incorporated into the document in time for this meeting. I would anticipate that the main items in the contract will remain the same so I wanted to give you a chance to review it this week.

We plan to have a representative from New World on hand at the next Committee of the Whole meeting on May 27<sup>th</sup> to give you a presentation of the system. Please defer and refer this contract to Committee of the Whole for review and approval at the next Council meeting.



**STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT**

May 7, 2008

This *Standard Software License and Services Agreement* which includes the attached Exhibits (“this Agreement”) is between New World Systems<sup>®</sup> Corporation (“New World”), a Michigan Corporation and the City of Berwyn, Illinois (“Customer”). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer. The attached Exhibits include:

- Exhibit AA..... TOTAL COST SUMMARY AND PAYMENT SCHEDULE
- Exhibit A ..... LICENSED STANDARD SOFTWARE AND FEES
- Exhibit B..... INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES
- Exhibit C ..... STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit D ..... NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E..... DEMONSTRATION SITE DISCOUNT
- Exhibit F..... DATA FILE CONVERSION ASSISTANCE
- Appendix 1 ..... AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS<sup>®</sup> CORPORATION**  
(New World)

**CITY OF BERWYN, ILLINOIS**  
(Customer)

By: \_\_\_\_\_  
Larry D. Leinweber, President

By: \_\_\_\_\_  
Authorized Signature Title

By: \_\_\_\_\_  
Authorized Signature Title

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

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

The “Effective Date” of this Agreement is the latter of the two dates in the above signature block.

## **I. DEFINITIONS**

The following terms as defined below are used throughout this Agreement:

- 1 **"Licensed Standard Software":**  
The current version of New World standard and development application software package(s) (in machine readable code) listed on Exhibit A. "Development Software" is standard application software currently under development by New World which, if applicable, will be completed and delivered to Customer as Licensed Standard Software during the term of this Agreement
- 2 **"Upgrades":**  
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement
- 3 **"Licensed Custom Software":**  
Any software (programs or portions of programs) developed by New World specifically for Customer's own use
- 4 **"Licensed Software":**  
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement
- 5 **"Licensed Documentation":**  
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials)
- 6 **"Authorized Copies":**  
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
  - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by New World under this Agreement; and
  - (ii) any additional copies made by Customer as authorized in Section II, subparagraph 1.2.
- 7 **"Licensed Products":**  
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing
- 8 **"Delivery of Licensed Standard Software":**  
Licensed Standard Software will be delivered in a machine readable form to Customer on the appropriate media or via an agreed upon network connection as soon as the software is available after the Effective Date
- 9 **"Installation of Licensed Standard Software":**  
Installation of the Licensed Standard Software shall be deemed to occur upon the earlier of:
  - (a) the transfer or loading of the Licensed Standard Software onto a Customer server or computer, or
  - (b) thirty (30) days after delivery of the Licensed Standard Software
- 10 **"Customer Liaison":**  
A Customer employee assigned to act as liaison between Customer and New World for the duration of this Agreement. Within ten (10) days of the Effective Date, Customer shall notify New World of the name of the Customer Liaison.
- 11 **"SSMA":**  
The New World Standard Software Maintenance Agreement as set forth in Exhibit C
- 12 **"Computer":**  
The NET Server(s) to be located at:  
*City of Berwyn  
6700 West 26th Street  
Berwyn, IL 60402*  
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, Customer shall notify New World of the new location in writing prior to the relocation
- 13 **"Confidential Information":**  
Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence
- 14 **"An Authorized User/Workstation":**  
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

## **II. GENERAL TERMS AND CONDITIONS**

### **1.0 SINGLE USE LICENSE**

- 1.1 New World grants Customer a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. Customer shall have the right and license to use, enhance, or modify the Licensed Software only for Customer's own use and only on the Computer and only on an authorized workstation. New World will deliver to Customer one copy of each application of the Licensed Software (in machine readable form

compatible with the specified operating environment) and one copy of the related Licensed Documentation. If Customer fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, Customer shall forfeit the right and license to use the Licensed Products and shall return them to New World.

- 1.2 In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
  - (i) Program libraries, either source or object code;
  - (ii) Operating control language;
  - (iii) Test data, sample files, or file layouts;
  - (iv) Program listings; and
  - (v) Licensed Documentation.
- 1.3 Upon written request by Customer, and with written permission by New World, additional Authorized Copies may be made for Customer's internal use only.

## 2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of New World or its licensors, and Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Agreement other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this Agreement, if any, is included in this license. New World shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this Agreement including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. New World shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by New World without specific reference to Customer's organization.

## 3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 New World provides software correction service and maintenance for the Licensed Standard Software during the term of Customer's SSMA and the warranty period preceding it. See Exhibit C for a description of the warranty period, the SSMA start date and term, the services available and the applicable fees and procedures.

## 4.0 WARRANTIES

- 4.1 New World warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 New World warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than New World. New World does not warrant that the features or functions of the Licensed Software will meet Customer's requirements or in any combination or use Customer selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, NEW WORLD EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5 0 *INSTALLATION AND TRAINING SUPPORT SERVICES*

5.1 As provided for in Exhibit B and concurrent with timely payments, New World shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6 0 *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

- 6.1 Customer understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by New World. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.
- 6.2 Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.
- 6.3 Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. New World is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
- (i) provide timely answers to New World's requests for information;
  - (ii) coordinate a mutually agreeable implementation and training schedule;
  - (iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
  - (iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

7 0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this Agreement. Past due amounts are subject to a service charge of 1.5% per month, which charge Customer agrees to pay. To the extent Customer imposes additional requirements on New World for services other than those expressly provided in this Agreement, New World retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, New World will notify Customer that the services are subject to additional charge(s).
- 7.2 If Customer wishes to add additional authorized workstations or Licensed Standard Software, Customer agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added. With said payments, the license provided in Section II, Paragraph 1.0 permits Customer's use of the Licensed Software for the specified workstations.
- 7.3 Customer shall notify New World if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

8.0 *NON-RECRUITMENT OF PERSONNEL*

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify New World of any request(s) made for disclosure of confidential information.

9.2 Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to New World. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard New World's proprietary rights in the Licensed Products, including without limitation the following measures:

- (i) Customer shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
- (ii) With respect to agents or third parties, Customer shall permit access to the Licensed Products only after New World has received, approved and returned a fully executed Non-Disclosure Agreement to Customer (see Exhibit D). New World reserves the right to reasonably refuse access to a third party after it has evaluated the request. Customer agrees to provide information reasonably requested by New World to assist New World in evaluating Customer's request to permit third party access to the Licensed Products. In addition to any other remedies, New World may recover from Customer all damages and legal fees incurred in the enforcement of this provision on third party access;
- (iii) Customer shall cooperate with New World in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions New World may specify in writing in order to permit access;
- (iv) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (v) Customer shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, New World shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and Customer's exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this Agreement, New World will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, New World is unable to correct the non-conformity, then Customer may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this Agreement, Customer may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 New World's total liability to Customer for all claims relating to the Licensed Products and this Agreement, including any action based upon contract, tort, strict liability, or other legal theory, shall

- be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

#### 11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

#### 12.0 INDEPENDENT CONTRACTOR

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

#### 13.0 INSURANCE REQUIREMENTS

**New World** shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$600,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$600,000 for each accident; and in an amount not less than \$600,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

#### 14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2,

- even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

#### 15.0 **TERMINATION**

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
  - (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
  - (iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
  - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
- (i) The termination notice shall define the reason for termination;
  - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
  - (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
  - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
  - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination under subparagraph 15.1, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

*16.0 PATENT AND TRADEMARK INDEMNIFICATION*

**New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

*17.0 NOTICES*

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation  
888 West Big Beaver, Suite 600  
Troy, Michigan 48084  
Attention: President

*18.0 GENERAL*

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. This **Agreement** may be amended or modified only in writing signed by both parties.

18.2 This **Agreement** is governed by the laws of the State of Michigan and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than one (1) year after the cause of action has occurred except that an action for non-payment of fees may be brought within two (2) years of the date the payment was due.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Costs Summary: Licensed Standard Software, Implementation Services, And Third Party Products**

<b><u>DESCRIPTION OF COST</u></b>	<b><u>COST</u></b>
A. LICENSED STANDARD SOFTWARE as further described in Exhibit A	\$130,200
B. PROJECT MANAGEMENT as further described in Exhibit B	29,000
C. INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	93,600
D. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	6,500
E. HARDWARE QUALITY ASSURANCE FEE as further described in Exhibit B	4,000
F. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	31,000
G. THIRD PARTY SERVICES as further described in Appendix 1	23,687
H. TRAVEL EXPENSES	20,800
	<hr/>
<b>ONE TIME PROJECT COST:</b>	<b>\$338,787</b>

I. STANDARD SOFTWARE MAINTENANCE SERVICES - as further described in Exhibit C	
1. Warranty Period	90-180 Days
2. Year One of Standard Software Maintenance	\$29,440
3. Year Two of Standard Software Maintenance	31,280
4. Year Three of Standard Software Maintenance	33,120
5. Year Four of Standard Software Maintenance	34,960
6. Year Five of Standard Software Maintenance	36,800

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

**PRICING VALID THROUGH JUNE 25, 2008**

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard software, Implementation Services and Third Party Products

DESCRIPTION OF COST		Payment Amount	COST
A.	LICENSED STANDARD SOFTWARE as further described in Exhibit A		\$130,200
1.	Amount due upon Agreement execution	30%	39,060
2.	Amount due upon delivery of each the Licensed Standard Software Package	30%	39,060
3.	<del>Amount due 90 days after delivery of each Licensed Standard Software Package</del> Amount due upon Go-Live of the Financial Management Base Suite but no later than 365 days after Effective Date, whichever shall come first	20%	26,040
4.	Amount due upon Go-Live of the Human Resources Management Base Suite but no later than 365 days after Effective Date, whichever shall come first	20%	26,040
B.	PROJECT MANAGEMENT as further described in Exhibit B		29,000
1.	10 days after the Effective Date	30%	8,700
2.	90 days after the Effective Date	30%	8,700
3.	180 days after the Effective Date	30%	8,700
4.	Upon project completion or 365 days after the Effective Date, whichever comes first.	10%	2,900
C.	INSTALLATION AND TRAINING SERVICES as further described in Exhibit B		93,600
1.	780 hours billed as used	100%	
D.	INTERFACE INSTALLATION SERVICES as further described in Exhibit B		6,500
1.	Amount due upon the Effective Date	50%	3,250
2.	Amount due upon completion of the installation	50%	3,250
E.	HARDWARE QUALITY ASSURANCE FEE as further described in Exhibit B		4,000
1.	Amount due upon the Effective Date	50%	2,000
2.	Amount due upon completion of Hardware Quality Assurance	50%	2,000
F.	DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F		31,000
1.	Amount due upon the Effective Date	50%	15,500
2.	Amount due upon delivery of conversion design document to Customer	30%	9,300
3.	Amount due 30 days after initial delivery of converted data	20%	6,200
G.	THIRD PARTY SERVICES as further described in Appendix 1		23,687
1.	Amount due upon the Effective Date	50%	11,843
2.	Amount due upon delivery of 3rd party services	50%	11,844
H.	TRAVEL EXPENSES (Estimate - These expenses are invoiced as incurred)		20,800
1.	26 trips are anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses		
2.	Travel labor for the estimated 26 trips will be billed at 4 hours maximum per (round) trip		
<b>ONE TIME PROJECT COST:</b>			<b><u>\$338,787</u></b>

CONFIDENTIAL

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I. STANDARD SOFTWARE MAINTENANCE SERVICES - as further described in Exhibit C

- Invoiced on "start date" as further described in Exhibit C

1. Warranty Period	90-180 Days
2. Year One of Standard Software Maintenance	\$29,440
3. Year Two of Standard Software Maintenance	31,280
4. Year Three of Standard Software Maintenance	33,120
5. Year Four of Standard Software Maintenance	34,960
6. Year Five of Standard Software Maintenance	36,800

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

*PRICING VALID THROUGH JUNE 25, 2008*

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

1. License Fee for Licensed Standard Software And Documentation Selected By Customer:

<b>LOGOS.NET STANDARD APPLICATION SOFTWARE<sup>1,2,3</sup></b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>
<b><u>FINANCIAL MANAGEMENT</u></b>		
1.	Logos.NET Financial Management Base Suite	\$35,000
	- General Ledger	
	- Budget Management	
	- Annual Budget Preparation	
	- Accounts Payable Module	
	- Revenue/Cash Receipting	
2.	Logos.NET Additional Financial Management Software	
	- Project Accounting	6,000
	- Misc. Billing & Receivables	6,000
	- Data Views/Financial Report Writer <sup>5</sup>	4,000
	- Bank Reconciliation	4,000
3.	Expanded Revenue Collections	
	- 3rd Party Receivables Interface (Batch)	6,000
4.	Logos.NET Procurement Management Suite	
	- Purchasing Base	11,000
<b>SUB-TOTAL FINANCIAL MANAGEMENT MODULES</b>		<b>72,000</b>
<b><u>PAYROLL &amp; HUMAN RESOURCES SUITE</u></b>		
5.	Logos.NET Human Resources Management Base Suite	24,000
	- Payroll Processing	
	- Personnel Management	
6.	Logos.NET Benefits Management	
	- Benefits Administration	5,000
7.	Logos.NET Additional Payroll & HR Modules	
	- Time & Attendance Interface <sup>6</sup>	6,000
	- Data Views/Payroll & HR Report Writer <sup>5</sup>	9,000
<b>SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES</b>		<b>44,000</b>
<b><u>UTILITY MANAGEMENT SUITE</u></b>		
8.	Logos.NET Utility Management Software	
	- Water/Sewer/Refuse Base Package	25,000
	- Automatic Meter Read (AMR) Interface <sup>7</sup>	5,000
	- Service Order Processing	12,000
<b>SUB-TOTAL UTILITY MANAGEMENT MODULES</b>		<b>42,000</b>

**COMMUNITY DEVELOPMENT SUITE**

9. Logos.NET Community Development Software 9,000  
- Business Licensing

**SUB-TOTAL COMMUNITY DEVELOPMENT MODULES 9,000**

**eSUITE**

10. eSuite Base Software 11,000

11. eUtility 6,000  
- eCustomer Self-Service (development)

**SUB-TOTAL eSUITE SOFTWARE MODULES 17,000**

**AUTHORIZED USERS**

12. Site License for up to 85 Authorized Users <sup>4</sup> No Charge

NEW WORLD STANDARD SOFTWARE LICENSE FEE 184,000

LESS SITE LICENSE DISCOUNT (9,200)

LESS eSUITE DISCOUNT (17,000)

LESS DISCOUNT IF AGREEMENT IS EXECUTED BY JUNE 25, 2008 (27,600)

**TOTAL SOFTWARE LICENSE FEE <sup>3,9</sup> \$130,200**

Note: A Site License is included for this solution. This Site License entitles the City of Berwyn, Illinois, to 85 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the City of Berwyn, Illinois

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**ENDNOTES**

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos NET product. Microsoft Windows 2000 or Windows/XP with IE 6.0 are the required operating systems for all client machines. Windows 2003 Server is required for the Application Server(s), Web Server(s) and Database Server. SQL Server 2005 is required for the Database Server.*
- <sup>2</sup> *New World Systems Logos NET product requires Microsoft Windows 2003 Server and SQL Server 2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *Additional cost per group of 5 for standard user is \$5,000.*
- <sup>5</sup> *Requires a Third Party writing tool. New World recommends Crystal Reports 11 or greater, included in Attachment 1. However, several other tools may be utilized that support an ODBC connection.*
- <sup>6</sup> *Time & Attendance interface is a one-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.*
- <sup>7</sup> *Currently supports interfaces to Census/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- <sup>8</sup> *Prices assume that all software proposed is licensed.*
- <sup>9</sup> *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- <sup>10</sup> *Time & Attendance interface is a one-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.*

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**2. License Fee Payment Schedule for Licensed Standard Software and Documentation**

The payments for Licensed Standard Software are covered under the Cost Summary and Payment Schedule in Exhibit AA.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

*PRICING VALID THROUGH JUNE 25, 2008*

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

3. Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated prices through December 31, 2010.

OPTIONAL SOFTWARE MODULES

<b>LOGOS.NET STANDARD APPLICATION SOFTWARE<sup>12,3</sup></b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>
<b><u>FINANCIAL MANAGEMENT</u></b>		
1.	Logos.NET Additional Financial Management Software	
	- Asset Management	\$6,000
	- Government (GASB) Reporting	11,000
<b><u>PAYROLL &amp; HUMAN RESOURCES SUITE</u></b>		
2.	Logos.NET Human Resources	
	- Personnel Action Processing	6,000
3.	Logos.NET Additional Payroll & HR Modules	
	- Time & Attendance Interface <sup>10</sup>	6,000
<b><u>UTILITY MANAGEMENT SUITE</u></b>		
4.	Logos.NET Additional Utility Management Modules	
	- Data Views/Utility Information Report Writer <sup>5</sup>	4,000
<b><u>COMMUNITY DEVELOPMENT SUITE</u></b>		
5.	Logos.NET Community Development Software	
	- Permits	11,000
	- Code Enforcement	7,000
	- Requests for Services Tracking	11,000
	- Vehicle Licensing (Development)	9,000
	- Data Views/Community Development Report Writer <sup>5</sup>	4,000
<b><u>eSUITE</u></b>		
6.	eHR	
	- ePersonal	8,000
	- ePayroll	8,000
7.	eCommunity	
	- ePermits (development)	6,000
	- eLicense (development)	6,000
	- eRequest	6,000
<b>TOTAL SOFTWARE LICENSE FEE<sup>8,9</sup></b>		<b>\$109,000</b>

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

**EXHIBIT B**  
**PROJECT MANAGEMENT, INSTALLATION AND**  
**TRAINING SUPPORT SERVICES AND FEES**

**1. Project Management Services**

New World shall act as Project Manager to assist Customer's management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with Customer's management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
  - a project review (kickoff) meeting at Customer's location
  - progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and
  - a project close-out meeting at Customer's location to conclude the project.

To implement the Exhibit A applications, the Project Management fee will be **\$29,000**. This fee covers the above Project Management Services for a period up to ~~12~~ 18 months after this Agreement is executed.

**2. Implementation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, 780 hours of New World implementation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) Customer training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services are performed at Customer's premises and/or at New World national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

**3. Interface Installation Service Fees**

A flat rate fee is charged for the installation of selected interfaces on Exhibit A. This fee does not include hardware and/or third party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If on-site installation and training is required, Customer will be responsible for the actual travel costs. Installation includes the following interfaces with these corresponding fees.

a) Bank Reconciliation	\$1,500
b) AMR	5,000
<b>TOTAL INTERFACE INSTALLATION SERVICE FEES</b>	<b><u>\$6,500</u></b>

Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

4. Hardware Quality Assurance Fees

A flat rate fee is charged for quality assurance of the Customer's existing Net Server(s). This fee does not include hardware and/or third-party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If an on-site installation review is required, Customer will be responsible for the actual travel costs.

a) Hardware Quality Assurance Fee

Windows 2003/Operating System Assurance and Software Installation:

- Install and set-up Application/Database server(s)
- Consult on connectivity to new or existing 2000 environment \$4,000
- Verify 2003 and SQL Server configuration compatibility
- Verify 2000 Workstation and personal computer configuration compatibility

TOTAL QUALITY ASSURANCE SERVICE FEES ..... \$4,000

5. Support Service Fees Estimate

The 780 hours of installation and training support services cost has been calculated using a rate of \$120 per hour. Additional services are also available at the rate of \$120 per hour. This rate is protected for ~~one-year~~ two years from the date New World executes this Agreement. After ~~one-year~~ two years, Customer shall pay the then-current hourly rate for all Exhibit B support services rendered.

Based on the services suggested above, the Project Management, Installation and Training Support Services, Interface Installation Services and Quality Assurance Services costs will be a total of \$133,100. (Plus all actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per Customer visit.)

6. Additional Services Available

Other New World services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by New World technical staff and/or consultation with New World technical staff;
- c) New World consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by Customer and New World).

7. Payments for Project Management Services

The payments for Project Management Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

8. Payments for Interface Installation Services

The payments for Interface Installation Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

9. **Payments for Hardware Quality Assurance Fees:**

The payments for Hardware Quality Assurance Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

10. **Payments for Installation and Training Support Services and Travel Costs**

The payments for Installation and Training Support Services and Travel Costs are covered under the Cost Summary and Payment Schedule in Exhibit AA. All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and the City of Berwyn, Illinois (Customer) sets forth the standard software maintenance support services provided by New World.

**1. Warranty Period and Service Period**

The warranty period shall begin on the delivery date of the Licensed Standard Software and end 90-180 days later.

This SSMA shall remain in effect for a period of five (5) years (the SSMA term) beginning on the first day after the end of the warranty period (the start date) and ending on the same calendar date at the conclusion of the SSMA term.

**2. Services Included**

The following services or features are available under this SSMA:

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by New World);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to Customer by electronic means.

Additional support services are available as requested by Customer using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, or for prior releases of New World's software, then the additional New World maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

**4. Billing**

Maintenance costs will be billed annually, beginning on the start date and on the same day each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from New World will be added to the SSMA ~~ninety (90)~~ 180 days after delivery. Costs for the maintenance for the additional software will be billed to Customer on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

**6. Requests for Software Correction on Licensed Standard Software**

At any time during the warranty period or during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this Agreement for the New World warranties provided). A non-warranty request is handled as a billable Request For Service (RFS) (see Exhibit B).

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

**7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)**

New World agrees to provide software maintenance at the costs listed below for the following New World Licensed Standard Software packages installed at Customer's location:

<u>Application Packages</u>	<u>Number of Modules</u>
1) Logos NET Financial Management Base Suite	5
2) Logos NET Additional Financial Management Software	4
3) Expanded Revenue Collections	1
4) Logos NET Procurement Management Suite	1
5) Logos NET Human Resources Management Base Suite	2
6) Logos NET Benefits Management	1
7) Logos NET Additional Payroll & HR Modules	2
8) Logos NET Utility Management Software	3
9) Logos NET Community Development Software	1
10) eSuite Base Software	1
11) eUtility	1

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

NEW WORLD LICENSED STANDARD SOFTWARE LIST COST **\$184,000**

**Annual Maintenance Cost (5-Year Plan, Billed Annually)**

Warranty Period	90-180 Days
Year 1	\$29,440
Year 2	31,280
Year 3	33,120
Year 4	34,960
Year 5	36,800

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

**EXHIBIT D**  
**NEW WORLD SYSTEMS CORPORATION**  
**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**

This Agreement, when accepted and executed by New World, grants the undersigned the permission to use and/or have limited access to certain New World Systems® Corporation (New World) proprietary and/or confidential information.

Installed At: City of Berwyn  
*Customer Name*

Located At: 6700 West 26<sup>th</sup> Street  
 Berwyn, IL 60402

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to New World proprietary and/or confidential information, including without limitation, New World software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of New World proprietary or confidential information without the expressed written consent of New World's President, including without limitation, the following:
  - a) Program Libraries, whether source code or object code;
  - b) Operating Control Language;
  - c) Test or Sample Files;
  - d) Program Listings;
  - e) Record Layouts;
  - f) All written confidential or proprietary information originating from New World including without limitation, documentation, such as user manuals and/or system manuals; and/or
  - g) All New World Product Bulletins and/or other New World Product related materials.
  
2. New World software, New World documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the Customer identified above as permitted in the Customer's *Standard Software License and Services Agreement* with New World.
  
3. The undersigned agree(s) that this Agreement may be enforced by injunction in addition to any other appropriate remedies available to New World. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to Customer under the *Standard Software License and Service Agreement* between Customer and New World.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: \_\_\_\_\_

Individual: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Accepted and Approved by New World Systems Corp.

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

Title: \_\_\_\_\_

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

**EXHIBIT E**  
**DEMONSTRATION SITE DISCOUNT**

New World has provided Customer a significant discount in exchange for the privilege of using Customer's site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, Customer agrees to act as a demonstration site for prospective New World customers. Customer also agrees to serve as a reference or remote demonstration site on the telephone for prospective New World customers. By agreeing to be a demonstration site, Customer is not necessarily endorsing the New World software and Customer will not actively participate in any type of marketing and advertising campaign for or on behalf of New World.

Demonstrations will be coordinated with the appropriate Customer personnel and will be scheduled to minimize the interruption to Customer's operations. New World will provide Customer reasonable notice for preparation.

**EXHIBIT F**  
**DATA FILE CONVERSION ASSISTANCE**

New World will provide conversion assistance to Customer to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to Customer prior to New World beginning work on those newly identified files.

**General**

1. This conversion effort includes data coming from one unique database or source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by Customer prior to providing the data to New World.

**New World Responsibilities**

1. New World will provide the data conversion programs to convert Customers data from a single data source to the New World Licensed Standard Software for the specified files that contain 500 or more records.
2. New World will provide Customer up to 2 5 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
3. As provided in the approved project plan for conversions, New World will schedule a conversion analysis trip and a separate data conversion testing trip to Customer's location. The conversion testing trip will be part of delivering the conversion programs to Customer.
4. New World will create and provide Customer with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by New World will commence until Customer approves this document.

**Customer Responsibilities**

1. Up to 6 discrete data files from Customer's current database are included in this conversion. Customer will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Data will be submitted to New World in EBCDIC or ASCII format with a fixed field, fixed record length and fixed block format, with comma delimiters on the following media types: DVD, CD, 3 ½ inch disk, or 8 mm tape.
3. Data files submitted must include an accurate count of records contained in the file. Customer understands that files or tables containing less than 500 records or table entries will not be converted.
4. A data dictionary (data descriptors) containing all data elements must be provided to New World for each file submitted with the media.
5. As provided in the project plan for conversions, Customer will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever New World staff is on site regarding conversions. Roughly a one to one ratio exists for Customer commitment and the New World commitment. Customer understands that thorough and timely testing of the converted data by Customer personnel is a key part of a successful data conversion.
6. Customer agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

---

**CONFIDENTIAL**

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

Files to be converted:

<b>Financial</b> (From a single source)	<b>Estimated Record Count</b>
• Vendor Information	500,000
• Accounts Payable History	500,000
• General Ledger Transaction File	500,000
<b>Payroll</b> (From a single source)	<b>Estimated Record Count</b>
• Employee Information	500,000
• Employee Detail Check History	500,000
<b>Utility</b> (From a single source)	<b>Estimated Record Count</b>
• Utility Information	500,000

Customer Investment

The cost for the Data File Conversion services is **\$31,000** and is to be paid as follows:

The payments for Data File Conversion Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Note: Where applicable, travel costs for **New World** employees to complete the tasks for Exhibit F services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon by **Customer** and **New World**.



**APPENDIX 1**  
**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT**  
**OF THIRD PARTY PRODUCTS AND SERVICES**

This agreement (**Agreement**) between the **City of Berwyn, Illinois, (Customer)** and **New World Systems<sup>®</sup> Corporation, (New World)** is to cover the procurement of Third Party products and services by **New World** for **Customer**.

The attached configuration (**Exhibit 1**) describes the Third Party products and services that **Customer** will be obtaining through **New World**. By their written approval below, **Customer** authorizes **New World** to order the **Exhibit 1** products for delivery to:

**City of Berwyn**  
**6700 West 26th Street**  
**Berwyn, IL 60402**

The payments for **Appendix 1 Services** are covered under the **Cost Summary and Payment Schedule** in **Exhibit AA**.

**Customer** is responsible for the site preparation and related costs to install the **Exhibit 1** products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all **Third Party** products ordered by **New World** on the **Customer's** behalf. Actual and reasonable travel expenses incurred by **New World** and actual employee travel time up to but not to exceed four (4) hours per **Customer** visit, are in addition to the **Exhibit 1** cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

After execution of this **Agreement**, the **Exhibit 1** components and cost may be changed by mutual agreement of both parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

**Customer** shall or may be required to execute selected **Agreements** with vendors and **New World** shall not confirm the ordering of any **Exhibit 1** products without **Customer's** authorized signature on the **Agreements**. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the **Agreements**.

**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT  
OF THIRD PARTY PRODUCTS AND SERVICES**

**EXHIBIT 1  
CONFIGURATION**

<b>C. THIRD PARTY COSTS</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Qty</b>	<b>Unit Price</b>	<b>INVESTMENT</b>
1.	PC Base Register with One Cash Drawer, 17" Flat Panel Color Monitor, and Receipt/Journal/Slip Printer <i>Must purchase complete register, parts are not sold separately.</i>	8	\$2,899	23,192
2.	Crystal Decisions/Crystal Reports <sup>1</sup>			495
<b>TOTAL THIRD PARTY HARDWARE</b>				<b>\$23,687</b>

<sup>1</sup> Training and Support for Crystal Reports is not provided by New World Systems

J-21

City of Berwyn  
Community Relations Commission  
6420 West 16<sup>th</sup> Street  
Berwyn, IL. 60402

May 8, 2008

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

Re: Community Relations Ordinance 620.

Dear Mayor O'Connor and Members of City Council,

The Community Relations Commission is requesting the Berwyn City Council amend the current Community Relations Ordinance 620. The Commission voted unanimously to include "sexual orientation" to the current ordinance. The Commission also suggests changing the word "handicap" to "disability" in an effort to update the current wording of the ordinance passed in 1996. It is also the recommendation of the Community Relations Commission to rename the ordinance "Community Relations/Human Rights".

We respectfully request that you send this communication to the City Attorney to amend the ordinance as outlined above.

Regards,



Terri Shonder  
Director of Community Relations

## **620.01 DECLARATION OF POLICY; PURPOSES.**

(a) It is hereby declared to be the policy of the City and the purpose of this chapter, in the exercise by the City of its police and regulatory powers, for the protection of the public health, safety and welfare and for the maintenance and promotion of commerce, industry and good government in the City, to secure to all persons living or desiring to live in the City a fair opportunity to purchase, lease, rent or occupy housing or other real estate, to provide all persons desiring employment in the City fair and equal employment opportunities, and to provide all persons full and equal access to all public places of accommodation, regardless of race, color, sex, religion, creed, ancestry, national origin, age, military discharge status, marital status, familial status or handicap.

(b) This chapter complies with regulations and standards promulgated by the City of Berwyn, the State of Illinois and the Federal Government.

(Ord. 96-35. Passed 9-24-96.)

### **CROSS REFERENCES of the Community Relations Ordinance:**

Discrimination - see Const. Art. I, Sec. 2; 775 ILCS 5/1-101 et seq.

Fair housing ordinances - see 65 ILCS 5/11-11.1-1

Department of Human Rights - see 775 ILCS 5/7-101 et seq.

Human Rights Commission - see 775 ILCS 5/8-101 et seq.

**HUMAN RIGHTS**  
**(775 ILCS 5/) Illinois Human Rights Act.**

(775 ILCS 5/Art. 1 heading)

ARTICLE 1.

GENERAL PROVISIONS

(Source: P.A. 93-1078, eff. 1-1-06.)

(775 ILCS 5/1-101) (from Ch. 68, par. 1-101)

Sec. 1-101. Short Title. This Act shall be known and may be cited as the Illinois Human Rights Act.

(Source: P.A. 81-1216.)

(775 ILCS 5/1-101.1)

Sec. 1-101.1. Construction. Nothing in this Act shall be construed as requiring any employer, employment agency, or labor organization to give preferential treatment or special rights based on sexual orientation or to implement affirmative action policies or programs based on sexual orientation.

(Source: P.A. 93-1078, eff. 1-1-06.)

(775 ILCS 5/1-102) (from Ch. 68, par. 1-102)

Sec. 1-102. Declaration of Policy. It is the public policy of this State:

(A) Freedom from Unlawful Discrimination. To secure for all individuals within Illinois the freedom from discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.

(B) Freedom from Sexual Harassment-Employment and Higher Education. To prevent sexual harassment in employment and sexual harassment in higher education.

(C) Freedom from Discrimination Based on Citizenship Status-Employment. To prevent discrimination based on citizenship status in employment.

(D) Freedom from Discrimination Based on Familial Status-Real Estate Transactions. To prevent discrimination based on familial status in real estate transactions.

(E) Public Health, Welfare and Safety. To promote the public health, welfare and safety by protecting the interest

of all people in Illinois in maintaining personal dignity, in realizing their full productive capacities, and in furthering their interests, rights and privileges as citizens of this State.

(F) Implementation of Constitutional Guarantees. To secure and guarantee the rights established by Sections 17, 18 and 19 of Article I of the Illinois Constitution of 1970.

(G) Equal Opportunity, Affirmative Action. To establish Equal Opportunity and Affirmative Action as the policies of this State in all of its decisions, programs and activities, and to assure that all State departments, boards, commissions and instrumentalities rigorously take affirmative action to provide equality of opportunity and eliminate the effects of past discrimination in the internal affairs of State government and in their relations with the public.

(H) Unfounded Charges. To protect citizens of this State against unfounded charges of unlawful discrimination, sexual harassment in employment and sexual harassment in higher education, and discrimination based on citizenship status in employment.

(Source: P.A. 93-1078, eff. 1-1-06.)

(775 ILCS 5/1-103) (from Ch. 68, par. 1-103)

Sec. 1-103. General Definitions. When used in this Act, unless the context requires otherwise, the term:

(A) Age. "Age" means the chronological age of a person who is at least 40 years old, except with regard to any practice described in Section 2-102, insofar as that practice concerns training or apprenticeship programs. In the case of training or apprenticeship programs, for the purposes of Section 2-102, "age" means the chronological age of a person who is 18 but not yet 40 years old.

(B) Aggrieved Party. "Aggrieved party" means a person who is alleged or proved to have been injured by a civil rights violation or believes he or she will be injured by a civil rights violation under Article 3 that is about to occur.

(C) Charge. "Charge" means an allegation filed with the Department by an aggrieved party or initiated by the Department under its authority.

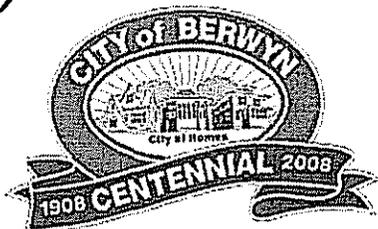
(D) Civil Rights Violation. "Civil rights violation" includes and shall be limited to only those specific acts set forth in Sections 2-102, 2-103, 2-105, 3-102, 3-103, 3-104, 3-104.1, 3-105, 4-102, 4-103, 5-102, 5A-102 and 6-101 of this Act.

(E) Commission. "Commission" means the Human Rights Commission created by this Act.

(F) Complaint. "Complaint" means the formal pleading filed by the Department with the Commission following an investigation and finding of substantial evidence of a civil rights violation.

(G) Complainant. "Complainant" means a person including the Department who files a charge of civil rights violation with the Department or the Commission.

J-22  
**Michael A. O'Connor**  
Mayor



**Nicole Campbell**  
Traffic Engineer

**A Century of Progress with Pride**

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

May 6, 2008

To: Mayor Michael A. O'Connor & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Parking Management Options at 32<sup>nd</sup> Street and Harlem

Upon request to investigate parking management options for the proposed off-street parking area on 32<sup>nd</sup> Street from Harlem Avenue east to the first alley, the following options are as follows:

- (1) Establish the off-street parking area as a municipal permit parking lot. Parking permits for this area would be issued for a fee. 24 hour parking would be allowed with the exception of a period for street maintenance. Street maintenance in this area would follow the current restrictions posted which is no parking on Mondays on the north side even days and south side odd days, 9am-4pm. The fee should be of a substantial amount to deter a single residence from monopolizing the parking in this area of high demand. A fee of \$300 per year is suggested. Laminated permits should be placed in the lower left corner of the rear window of the vehicle. Permits are limited to one per household based on availability. Permits can only be purchased by applicants that present proof of a current City of Berwyn vehicle sticker and do not have outstanding parking tickets. Permits can only be issued to residents of the multi-unit buildings bordering the parking area. Permits will be issued annually from January to December. Permits will be prorated after July 1<sup>st</sup>.
  - a. Positive impacts:
    - i. City of Berwyn would collect revenue. The 10 parking spots at this location would generate \$3000.
    - ii. High demand parking area can be managed to assist those of multi-unit buildings.
    - iii. City would have knowledge of residents using parking facilities.
    - iv. Upon renewal, permit holders that do not pay parking fines will forfeit their parking privileges to those who do.
    - v. Convenience of parking in front of building.
    - vi. Resident choice to pay for parking.
    - vii. Based on the success of the system at this location, can set the precedence in establishing parking management at high parking demand locations.
  - b. Negative impacts:
    - i. Additional cost to the residents that choose to pay for a permit.
    - ii. Parking permits would be limited to one per household, on an availability basis.
    - iii. Residents that do not purchase a permit may have to park further from residence.
    - iv. Additional parking enforcement required.

- v. Establishment of a new parking restriction and the costs and manpower associated with doing so.
- vi. Parking area cannot be used by visitors.
- vii. Cost of additional signage.

(2) Introduce Resident Permit Parking Only 3am-9am, ordinance 484.08, at this location. Use an existing City ordinance. Parking would be at a first come first serve basis.

a. Positive impacts:

- i. Only residents can park overnight.

b. Negative impacts:

- i. City of Berwyn would not collect additional revenue.
- ii. Cost of additional signage.
- iii. Per section 484.08(b) exceptions to this limitation shall be established by ordinance. Variations would require time and manpower to update ordinance.
- iv. A residence with multiple vehicles can monopolize the parking.
- v. Daytime parking can be used by non-residents.
- vi. Parking can be used by residents not residing in the multi-unit buildings.

(3) Do nothing alternative. Do not enforce a parking management system at this location. Parking would be at a first come first serve basis.

c. Positive impacts:

- i. No additional cost to the residents.

d. Negative impacts:

- i. City of Berwyn would not collect additional revenue.
- ii. Limitations on parking will not be established.

# Section K

## Consent Agenda

R-1

ALDERMAN MARK WEINER  
3132 Wenonah  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com  
708-484-7512  
Www.ThirdWardAlderman.Com

May 9, 2008

Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at the May 13, 2008 Council meeting.

Payroll 4-30-08

\$796,439.52

Very truly yours,



Mark Weiner, Budget Committee Chairman

K-2

ALDERMAN MARK WEINER  
3132 Wenonah  
Berwyn, Illinois 60402  
MarkWeiner1@Hotmail.Com  
708-484-7512  
Www.ThirdWardAlderman.Com

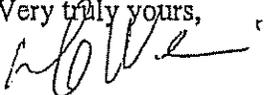
May 8, 2008

Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and for approval at the May 13, 2008 Council meeting.

Payables: \$2,649,637.61

Very truly yours,  


Mark Weiner, Budget Committee Chairman

CITY OF BERWYN  
 CHECK REGISTER  
 DATE RANGE: 04/25/08 - 05/08/08

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
01	337121	\$523.75	05/08/08	31692	0	5 ALARM FIRE AND SAFETY EQUIPMENT, INC.	OUTSTANDING
01	337150	\$470.00	05/06/08	20212	0	A ZOO TO YOU, INC.	OUTSTANDING
01	336986	\$885.00	05/06/08	00049	0	A.W.E.S.O.M.E. PEST SERVICE	OUTSTANDING
01	336947	\$287.50	05/02/08	00328	0	ADVANCED TELECOMMUNICATIONS OF ILL.	OUTSTANDING
01	337091	\$1992.34	05/08/08	01330	0	AIR ONE EQUIPMENT, INC.	OUTSTANDING
01	337143	\$108.00	05/06/08	01320	0	AL'S RADIATOR	OUTSTANDING
01	336989	\$5841.00	05/06/08	00076	0	ALPHA BUILDING MAINTENANCE SERIVCE INC.	OUTSTANDING
01	337134	\$325.00	05/06/08	00076	0	ALPHA BUILDING MAINTENANCE SERIVCE INC.	OUTSTANDING
01	337007	\$284.26	05/06/08	00828	0	AMAZON	OUTSTANDING
01	337034	\$100.00	05/06/08	20281	0	AMBER SCHULTZ	OUTSTANDING
01	336919	\$49127.00	04/25/08	01622	0	AMERICAN DEMOLITION CORPORATION	OUTSTANDING
01	337092	\$5000.00	05/08/08	01349	0	AMERICAN DREAM GENERAL CCONSTRUCTION, INC.	OUTSTANDING
01	337037	\$15.00	05/06/08	20292	0	AMERICAN LEGISLATIVE EXCHANGE COUNCIL	OUTSTANDING
01	337144	\$68.60	05/06/08	01339	0	AMERICAN MESSAGING	OUTSTANDING
01	336985	\$50.00	05/06/08	00039	0	ANDERSON BROS FORD	OUTSTANDING
01	336906	\$2903.12	04/25/08	00352	0	ARNSTEIN & LEHR LLP	OUTSTANDING
01	336897	\$16195.16	04/25/08	00055	0	AT & T	OUTSTANDING
01	336938	\$5406.82	05/02/08	00055	0	AT & T	OUTSTANDING
01	336987	\$2239.33	05/06/08	00055	0	AT & T	OUTSTANDING
01	337062	\$666.10	05/08/08	00055	0	AT & T	OUTSTANDING
01	336913	\$289.21	04/25/08	01259	0	AT& T LONG DISTANCE	OUTSTANDING
01	336918	\$8152.37	04/25/08	01586	0	AT&T	OUTSTANDING
01	337029	\$434.98	05/06/08	01838	0	BAKER & TAYLOR ENTERTAINMENT	OUTSTANDING
01	337002	\$2234.14	05/06/08	00531	0	BAKER & TAYLOR, INC.	OUTSTANDING
01	337059	\$1139.44	05/08/08	00013	0	BARGE TERMINAL & TRUCKING	OUTSTANDING
01	337005	\$52.42	05/06/08	00737	0	BBC AUDIOBOOKS AMERICA	OUTSTANDING
01	337056	\$35.00	05/06/08	34811	0	BELLWOOD PUBLIC LIBRARY	OUTSTANDING
01	336912	\$70.93	04/25/08	01244	0	BERWYN ACE HARDWARE	OUTSTANDING
01	336957	\$16.51	05/02/08	01244	0	BERWYN ACE HARDWARE	OUTSTANDING
01	337090	\$39.80	05/08/08	01244	0	BERWYN ACE HARDWARE	OUTSTANDING
01	801459	\$86000.00	04/30/08	00078	0	BERWYN DEVELOPMENT CORP	OUTSTANDING
01	336977	\$3316.66	05/02/08	30327	0	BERWYN PARK DISTRICT	OUTSTANDING
01	337135	\$95.00	05/06/08	00100	0	BERWYN SIGNS	OUTSTANDING
01	336951	\$483.20	05/02/08	00514	0	BERWYN WESTERN PLBG. & HEATING	OUTSTANDING
01	337001	\$495.40	05/06/08	00514	0	BERWYN WESTERN PLBG. & HEATING	OUTSTANDING
01	337022	\$1513.52	05/06/08	01539	0	BEST ACCESS SYSTEMS	OUTSTANDING
01	337023	\$75.00	05/06/08	01545	0	BLACKSTONE AUDIOBOOKS	OUTSTANDING
01	337128	\$410737.92	05/06/08	00015	0	BLUE CROSS/BLUE SHIELD OF ILLINOIS	OUTSTANDING
01	337008	\$550.00	05/06/08	00888	0	BOB'S LAWN CARE	OUTSTANDING
01	337104	\$2590.00	05/08/08	01788	0	BOUND TREE MEDICAL, LLC	OUTSTANDING
01	337057	\$10.60	05/06/08	37584	0	BRIANA PERLOT	OUTSTANDING
01	336979	\$541.33	05/02/08	32406	0	BSN SPORTS COLLEGIATE PACIFIC	OUTSTANDING
01	337048	\$397.69	05/06/08	32406	0	BSN SPORTS COLLEGIATE PACIFIC	OUTSTANDING
01	336969	\$9750.00	05/02/08	01925	0	CANNON COCHRAN MANAGEMENT SERVICES, INC.	OUTSTANDING
01	337089	\$524.83	05/08/08	01191	0	CARDIAC SCIENCE CORPORATION	OUTSTANDING
01	337149	\$3500.00	05/06/08	20017	0	CARL J.REINA	OUTSTANDING
01	336894	\$21.76	04/25/08	37950	0	CARL REINA	OUTSTANDING
01	337154	\$51.00	05/06/08	37950	0	CARL REINA	OUTSTANDING
01	801456	\$750000.00	04/30/08	20251	0	CASH	OUTSTANDING

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01	336990	\$324.39	05/06/08	00084	0	CASSIDY TIRE	OUTSTANDING
01	336956	\$3956.46	05/02/08	01187	0	CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHGO	OUTSTANDING
01	336924	\$4355.82	04/25/08	01800	0	CDW GOVERNMENT, INC.	OUTSTANDING
01	337148	\$828.42	05/06/08	01800	0	CDW GOVERNMENT, INC.	OUTSTANDING
01	336944	\$15.26	05/02/08	00236	0	CHICAGO OFFICE TECHNOLOGY GROUP	OUTSTANDING
01	337123	\$6724.48	05/08/08	33382	0	CHRISTOPHER B.BURKE ENGINEERING, LTD.	OUTSTANDING
01	336909	\$171.40	04/25/08	00976	0	CINTAS # 769	OUTSTANDING
01	336955	\$65.55	05/02/08	00976	0	CINTAS # 769	OUTSTANDING
01	337010	\$184.20	05/06/08	00976	0	CINTAS # 769	OUTSTANDING
01	337084	\$633.90	05/08/08	00976	0	CINTAS # 769	OUTSTANDING
01	336926	\$7500.00	04/25/08	01942	0	CITIZENS COMMUNITY BANK	OUTSTANDING
01	336970	\$300.00	05/02/08	01931	0	COLLEGE OF DUPAGE	OUTSTANDING
01	337138	\$1728.98	05/06/08	00762	0	COLUMN OFFICE EQUIPMENT	OUTSTANDING
01	337137	\$60.95	05/06/08	00478	0	COMCAST CABLE	OUTSTANDING
01	336937	\$888.11	05/02/08	00009	0	COMM ED	OUTSTANDING
01	337058	\$36307.97	05/08/08	00009	0	COMM ED	OUTSTANDING
01	337021	\$2105.00	05/06/08	01492	0	COMPLETE TEMPERATURE SYSTEMS, INC.	OUTSTANDING
01	337070	\$8331.56	05/08/08	00225	0	CONSTELLATION NEW ENERGY INC.	OUTSTANDING
01	337024	\$833.60	05/06/08	01575	0	D.W.CALLAHAN & SONS, INC.	OUTSTANDING
01	337006	\$1498.89	05/06/08	00758	0	DAISEY BOOK CO	OUTSTANDING
01	336931	\$800.00	04/25/08	20288	0	DAVE LEUZZI	OUTSTANDING
01	337117	\$225.00	05/08/08	20314	0	DAVE ROGERS	OUTSTANDING
01	337035	\$10.60	05/06/08	20282	0	DEBORAH BOLDA	OUTSTANDING
01	336958	\$7617.79	05/02/08	01344	0	DELAGE LANDEN FINANCIAL SERVICES	OUTSTANDING
01	336997	\$111.70	05/06/08	00388	0	DEMCO EDUCATIONAL CORP	OUTSTANDING
01	336907	\$25.00	04/25/08	00465	0	DIAMOND GRAPHICS, INC.	OUTSTANDING
01	337105	\$8865.00	05/08/08	01916	0	DON MORRIS ARCHITECTS, P.C.	OUTSTANDING
01	336993	\$28.90	05/06/08	00194	0	EBS CO SUBSCRIPTION SERVICE	OUTSTANDING
01	337046	\$33.00	05/06/08	32264	0	EISENHOWER PUBLIC LIBRARY	OUTSTANDING
01	337081	\$2741.93	05/08/08	00806	0	ELGIN SWEEPER COMPANY	OUTSTANDING
01	336975	\$1475.00	05/02/08	20294	0	ELIO RUI	OUTSTANDING
01	336939	\$92.00	05/02/08	00075	0	EMPIRE COOLER SERVICE, INC.	OUTSTANDING
01	336988	\$92.00	05/06/08	00075	0	EMPIRE COOLER SERVICE, INC.	OUTSTANDING
01	337033	\$20.00	05/06/08	20280	0	ENVIRONMENTAL NUTRITION	OUTSTANDING
01	337098	\$6120.11	05/08/08	01620	0	ERM	OUTSTANDING
01	337106	\$250.00	05/08/08	20303	0	EVELYN SANCHEZ	OUTSTANDING
01	337039	\$375.00	05/06/08	30657	0	F.I.R.E.PERSONNEL TESTING SERVICE	OUTSTANDING
01	336949	\$55.93	05/02/08	00459	0	FEDERAL EXPRESS CORPORATION	OUTSTANDING
01	337078	\$23.28	05/08/08	00459	0	FEDERAL EXPRESS CORPORATION	OUTSTANDING
01	336928	\$1475.00	04/25/08	20279	0	FERNANDO LEAL	OUTSTANDING
01	337003	\$4.98	05/06/08	00588	0	PIA CARD SERVICES	OUTSTANDING
01	336953	\$1452.00	05/02/08	00885	0	FILOMENO LEASING INC.	OUTSTANDING
01	337038	\$1475.00	05/06/08	20301	0	FIRST CHICAGO BANK AND TRUST	OUTSTANDING
01	336923	\$1290.00	04/25/08	01760	0	FLASH ELECTRIC CO.	OUTSTANDING
01	337103	\$1750.00	05/08/08	01760	0	FLASH ELECTRIC CO.	OUTSTANDING
01	337151	\$500.00	05/06/08	20296	0	FLYING DINOSAUR ENTERTAINMENT, LTD.	OUTSTANDING
01	337129	\$4819.89	05/06/08	00016	0	FORT DEARBORN LIFE INSURANCE	OUTSTANDING
01	337017	\$342.50	05/06/08	01246	0	GABRIEL SALES	OUTSTANDING
01	337027	\$333.69	05/06/08	01786	0	GALE	OUTSTANDING

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01	336976	\$1475.00	05/02/08	20295	0	GARY T. & REGINA LANE-FLYNT	OUTSTANDING
01	337063	\$394.00	05/08/08	00093	0	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS	OUTSTANDING
01	337036	\$100.00	05/06/08	20283	0	GINA GALLO-ZIVOJNOVIC	OUTSTANDING
01	336903	\$153.00	04/25/08	00241	0	GRANT IMPORTING & DISTRIBUTING CO., INC.	OUTSTANDING
01	337004	\$342.00	05/06/08	00609	0	GREY HOUSE PUBLISHING	OUTSTANDING
01	337066	\$747.50	05/08/08	00144	0	H J MOHR & SONS CO	OUTSTANDING
01	336991	\$177.00	05/06/08	00152	0	H.W.WILSON CO.LOCKBOX	OUTSTANDING
01	337076	\$18.60	05/08/08	00333	0	HARRIS BANK	OUTSTANDING
01	337061	\$750.25	05/08/08	00031	0	HERMAN C SIEVERS	OUTSTANDING
01	336967	\$340.00	05/02/08	01824	0	HIGH PSI LTD.	OUTSTANDING
01	336983	\$258.43	05/06/08	00033	0	HIGHSMITH COMPANY	OUTSTANDING
01	336962	\$28.69	05/02/08	01498	0	HOME DEPOT CREDIT SERVICES	OUTSTANDING
01	336910	\$2893.60	04/25/08	01013	0	HORIZON SCREENING	OUTSTANDING
01	337146	\$7808.00	05/06/08	01599	0	ILLINOIS DIRECTOR OF EMPLOYMENT SECURITY	OUTSTANDING
01	801455	\$2000.00	04/30/08	20267	0	ILLINOIS STATE POLICE	OUTSTANDING
01	336999	\$230.39	05/06/08	00398	0	INGRAM LIBRARY SERVICES	OUTSTANDING
01	337043	\$97.95	05/06/08	31638	0	INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO.	OUTSTANDING
01	336933	\$1475.00	04/25/08	20290	0	IRINA AND ARSEN GAYSINA	OUTSTANDING
01	336901	\$3780.48	04/25/08	00146	0	J. STERLING MORTON HIGH SCHOOL	OUTSTANDING
01	336902	\$285.84	04/25/08	00162	0	JACK'S RENTAL INC	OUTSTANDING
01	336942	\$50.28	05/02/08	00162	0	JACK'S RENTAL INC	OUTSTANDING
01	337067	\$4177.87	05/08/08	00162	0	JACK'S RENTAL INC	OUTSTANDING
01	336900	\$302.40	04/25/08	00129	0	JAKE THE STRIPER	OUTSTANDING
01	336941	\$355.00	05/02/08	00129	0	JAKE THE STRIPER	OUTSTANDING
01	337065	\$260.00	05/08/08	00129	0	JAKE THE STRIPER	OUTSTANDING
01	337054	\$1475.00	05/06/08	33806	0	JAN PUPALA	OUTSTANDING
01	336965	\$166.94	05/02/08	01791	0	JB WHOLESALE PET SUPPLIES	OUTSTANDING
01	337116	\$320.00	05/08/08	20313	0	JEANINE YEPEZ	OUTSTANDING
01	336935	\$250.00	04/25/08	33077	0	JEFF BERGER	OUTSTANDING
01	337153	\$250.00	05/06/08	33865	0	JEFF LIBMAN	OUTSTANDING
01	336929	\$200.00	04/25/08	20284	0	JERMAINE ELLIS	OUTSTANDING
01	336898	\$115.97	04/25/08	00067	0	JIM FRANK	OUTSTANDING
01	336890	\$375.00	04/25/08	01657	0	JOEL ERICKSON	OUTSTANDING
01	337107	\$500.00	05/08/08	20304	0	JOHN SULLIVAN	OUTSTANDING
01	337013	\$3270.00	05/06/08	01014	0	JOHN TARULLO	OUTSTANDING
01	337113	\$18.83	05/08/08	20310	0	JORGE GARCIA	OUTSTANDING
01	337108	\$500.00	05/08/08	20305	0	JOSE OROSCO	OUTSTANDING
01	337111	\$21.03	05/08/08	20308	0	JOSEPH J.PAV	OUTSTANDING
01	336914	\$180.00	04/25/08	01273	0	JOSEPH M.CRISCIONE	OUTSTANDING
01	336973	\$1475.00	05/02/08	20291	0	JOSEPHINE SPROVIERI	OUTSTANDING
01	337045	\$66.00	05/06/08	32052	0	JUST TIRES	OUTSTANDING
01	337041	\$42.53	05/06/08	31423	0	KATHLEEN BEHRENDT	OUTSTANDING
01	337020	\$4527.00	05/06/08	01460	0	KEY EQUIPMENT FINANCE	OUTSTANDING
01	337086	\$675.00	05/08/08	01081	0	KIEPT BROS, INC.	OUTSTANDING
01	336896	\$3452.12	04/25/08	00042	0	KRONOS LEASING	OUTSTANDING
01	337088	\$6500.00	05/08/08	01175	0	KUNZ & ASSOCIATES	OUTSTANDING
01	337051	\$114.22	05/06/08	33133	0	LANDMARK AUDIOBOOKS	OUTSTANDING
01	336917	\$12.48	04/25/08	01515	0	LEMBKE & SONS TRUE VALUE HARDWARE, INC.	OUTSTANDING
01	337044	\$499.50	05/06/08	31885	0	LOCAL 506	OUTSTANDING

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01	336974	\$800.00	05/02/08	20293	0	LUIS ABRAHAM	OUTSTANDING
01	336893	\$1500.00	04/25/08	20286	0	VOIDED	VOIDED
01	337032	\$725.00	05/06/08	20272	0	MARIA C.GARZA	OUTSTANDING
01	337115	\$160.00	05/08/08	20312	0	MARIANN PORRO	OUTSTANDING
01	336892	\$41.50	04/25/08	20285	0	MARIE RENHOLDS	OUTSTANDING
01	337109	\$14.43	05/08/08	20306	0	MARY LAMBERT	OUTSTANDING
01	336927	\$400.00	04/25/08	20278	0	MAYRA REYES	OUTSTANDING
01	337085	\$5640.00	05/08/08	01048	0	MEDICAL REIMBURSEMENT SERVICES, INC.	OUTSTANDING
01	337049	\$4620.00	05/06/08	32553	0	MEILAHN MANUFACTURING CO.	OUTSTANDING
01	337053	\$175.34	05/06/08	33560	0	MENARD'S HODGKINS	OUTSTANDING
01	336936	\$27.10	04/25/08	33555	0	MENARDS-CICERO	OUTSTANDING
01	336981	\$132.98	05/02/08	33555	0	MENARDS-CICERO	OUTSTANDING
01	336932	\$1475.00	04/25/08	20289	0	MICHAEL J.ZAWISLAK	OUTSTANDING
01	337050	\$348.60	05/06/08	33116	0	MICRO MARKETING,LLC	OUTSTANDING
01	337042	\$246.23	05/06/08	31591	0	MIDAS AUTO SERVICE EXPERTS	OUTSTANDING
01	337132	\$50.50	05/06/08	00058	0	MIDWEST TIME RECORDER INC	OUTSTANDING
01	336940	\$152.80	05/02/08	00105	0	MILTON F PERSIN	OUTSTANDING
01	337028	\$255.00	05/06/08	01817	0	MLB FINANCIAL SERVICES,LTD	OUTSTANDING
01	336922	\$3804.15	04/25/08	01724	0	MORRIS PRESS COOKBOOKS	OUTSTANDING
01	337097	\$21137.20	05/08/08	01447	0	MRA	OUTSTANDING
01	336992	\$211.06	05/06/08	00179	0	McCANN INDUSTRIES, INC.	OUTSTANDING
01	337031	\$404.10	05/06/08	01928	0	NAEIR	OUTSTANDING
01	336972	\$248.00	05/02/08	10014	0	NCPERS GROUP LIFE INS-UNIT # 3326	OUTSTANDING
01	336905	\$55.34	04/25/08	00301	0	NEXTEL COMMUNICATIONS	OUTSTANDING
01	337074	\$772.80	05/08/08	00301	0	NEXTEL COMMUNICATIONS	OUTSTANDING
01	336920	\$252.00	04/25/08	01632	0	NICOR GAS	OUTSTANDING
01	337099	\$856.00	05/08/08	01632	0	NICOR GAS	OUTSTANDING
01	337147	\$846.53	05/06/08	01632	0	NICOR GAS	OUTSTANDING
01	336945	\$265.00	05/02/08	00265	0	NORTHEAST MULTI REGIONAL TRAINING	OUTSTANDING
01	337126	\$20.00	05/08/08	37565	0	NU WIRELESS	OUTSTANDING
01	337127	\$135.00	05/08/08	37565	0	NU WIRELESS	OUTSTANDING
01	801457	\$62500.00	04/30/08	01573	0	OAK PARK REGIONAL HOUSING CENTER	OUTSTANDING
01	336921	\$35.00	04/25/08	01716	0	OCCMED GROUP	OUTSTANDING
01	337052	\$100.11	05/06/08	33183	0	OFFICE DEPOT	OUTSTANDING
01	336943	\$318.53	05/02/08	00195	0	OFFICE EQUIPMENT SALES	OUTSTANDING
01	337131	\$130.80	05/06/08	00034	0	OLE FASHION FOOD SERVICES	OUTSTANDING
01	336899	\$616.00	04/25/08	00096	0	PACE VANPOOL	OUTSTANDING
01	337141	\$100049.00	05/06/08	01183	0	PARAMEDIC SERVICES OF ILL	OUTSTANDING
01	337125	\$19.00	05/08/08	34494	0	PAUL GARDNER	OUTSTANDING
01	336980	\$1161.25	05/02/08	32703	0	PERSONALIZED AWARDS	OUTSTANDING
01	337122	\$153.67	05/08/08	32703	0	PERSONALIZED AWARDS	OUTSTANDING
01	337009	\$3068.59	05/06/08	00913	0	PETAR DUMANOVIC,LLC	OUTSTANDING
01	337083	\$85.00	05/08/08	00955	0	PHIL'S LOCK & KEY	OUTSTANDING
01	337060	\$63095.51	05/08/08	00028	0	PINNER ELECTRIC CO	OUTSTANDING
01	336895	\$357.00	04/25/08	00029	0	PITNEY BOWES	OUTSTANDING
01	337130	\$150.75	05/06/08	00017	0	PITNEY BOWES, INC.	OUTSTANDING
01	337133	\$1295.00	05/06/08	00066	0	PROSTAR INC.	OUTSTANDING
01	337072	\$777.48	05/08/08	00286	0	QUARRY MATERIALS, INC.	OUTSTANDING
01	337120	\$41.25	05/08/08	31672	0	RADCO COMMUNICATIONS, INC.	OUTSTANDING

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01	337026	\$515.30	05/06/08	01647	0	RANDOM HOUSE, INC.	OUTSTANDING
01	337019	\$89.95	05/06/08	01384	0	RESEARCH TECHNOLOGY INT'L	OUTSTANDING
01	336930	\$1475.00	04/25/08	20287	0	RICARDO PEREZ & MAYRA NUNEZ	OUTSTANDING
01	337142	\$35.00	05/06/08	01271	0	RICOH AMERICAS CORP.	OUTSTANDING
01	336915	\$1792.70	04/25/08	01378	0	RICOH AMERICAS CORPORATION	OUTSTANDING
01	336959	\$55.00	05/02/08	01378	0	RICOH AMERICAS CORPORATION	OUTSTANDING
01	337145	\$503.72	05/06/08	01378	0	RICOH AMERICAS CORPORATION	OUTSTANDING
01	337014	\$162.97	05/06/08	01055	0	RIZZA FORD	OUTSTANDING
01	337140	\$50.04	05/06/08	01055	0	RIZZA FORD	OUTSTANDING
01	336966	\$342.36	05/02/08	01810	0	ROBERT J. LOVERO	OUTSTANDING
01	337079	\$180.00	05/08/08	00523	0	ROBERT'S MACHINE TOOL	OUTSTANDING
01	336982	\$444.00	05/02/08	33617	0	RON HAMILTON	OUTSTANDING
01	336904	\$431.57	04/25/08	00280	0	ROSCOE COMPANY	OUTSTANDING
01	336994	\$56.92	05/06/08	00280	0	ROSCOE COMPANY	OUTSTANDING
01	337071	\$217.50	05/08/08	00280	0	ROSCOE COMPANY	OUTSTANDING
01	337136	\$147.77	05/06/08	00280	0	ROSCOE COMPANY	OUTSTANDING
01	337069	\$244.56	05/08/08	00164	0	S-P-D- INCORPORATED	OUTSTANDING
01	336934	\$123.22	04/25/08	30617	0	SAM'S CLUB	OUTSTANDING
01	336978	\$1355.73	05/02/08	30617	0	SAM'S CLUB	OUTSTANDING
01	337152	\$699.12	05/06/08	30617	0	SAM'S CLUB	OUTSTANDING
01	336889	\$6152.54	04/25/08	01377	0	SARAH'S INN	OUTSTANDING
01	336925	\$1320.00	04/25/08	01852	0	SENSUS METERING SYSTEMS	OUTSTANDING
01	337025	\$60.87	05/06/08	01629	0	SHANE'S OFFICE SUPPLY CO.	OUTSTANDING
01	336946	\$93.20	05/02/08	00299	0	SHERWIN WILLIAMS	OUTSTANDING
01	337073	\$64.71	05/08/08	00299	0	SHERWIN WILLIAMS	OUTSTANDING
01	336963	\$1050.60	05/02/08	01700	0	SHORE GALLERIES INC.	OUTSTANDING
01	336908	\$50000.00	04/25/08	00618	0	SIKICH LLP	OUTSTANDING
01	337040	\$150.00	05/06/08	31388	0	SIMMONS PEST CONTROL	OUTSTANDING
01	336954	\$1932.50	05/02/08	00910	0	SIMPLEX GRINNELL	OUTSTANDING
01	336887	\$69.89	04/25/08	00743	0	SIR SPEEDY	OUTSTANDING
01	336952	\$58.15	05/02/08	00746	0	SKYVIEW RESTAURANT	OUTSTANDING
01	337047	\$95.87	05/06/08	32329	0	SPECIALTY STORE UNLIMITED	OUTSTANDING
01	337012	\$599.10	05/06/08	01000	0	STANDARD EQUIPMENT CO	OUTSTANDING
01	337139	\$214.65	05/06/08	01000	0	STANDARD EQUIPMENT CO	OUTSTANDING
01	337082	\$740.19	05/08/08	00892	0	STATE CHEMICAL MANUFACTURING CO	OUTSTANDING
01	337110	\$39.86	05/08/08	20307	0	STEVE GAGNON	OUTSTANDING
01	337100	\$6777.00	05/08/08	01638	0	STRYKER SALES CORPORATION	OUTSTANDING
01	337102	\$468.00	05/08/08	01751	0	SUBURBAN LABORATORIES, INC.	OUTSTANDING
01	336950	\$42.64	05/02/08	00471	0	SUPERIOR AWARDS	OUTSTANDING
01	337011	\$331.00	05/06/08	00989	0	T-MOBILE	OUTSTANDING
01	337030	\$1297.00	05/06/08	01857	0	T.A. CUMMINGS JR. CO.	OUTSTANDING
01	337075	\$297.15	05/08/08	00321	0	TAMERLING INC.	OUTSTANDING
01	337055	\$12.35	05/06/08	34762	0	TAMMY CLAUSEN	OUTSTANDING
01	336948	\$3.49	05/02/08	00391	0	TELE-TRON ACE HARDWARE	OUTSTANDING
01	336998	\$55.59	05/06/08	00391	0	TELE-TRON ACE HARDWARE	OUTSTANDING
01	336964	\$186.08	05/02/08	01706	0	TEXOR PETROLEUM COMPANY	OUTSTANDING
01	336916	\$300.00	04/25/08	01504	0	THE BANK OF NEW YORK	OUTSTANDING
01	337077	\$390.00	05/08/08	00456	0	THE GAZETTE	OUTSTANDING
01	337093	\$2700.00	05/08/08	01424	0	THE HEATING & COOLING WORKS	OUTSTANDING

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01	337015	\$238.06	05/06/08	01134	0	THE LIBRARY STORE	OUTSTANDING
01	337080	\$6.00	05/08/08	00591	0	THE SIGN EDGE	OUTSTANDING
01	336911	\$719.00	04/25/08	01220	0	THOMPSON ELEVATOR INSPECTION SERVICE INC.	OUTSTANDING
01	336995	\$137.36	05/06/08	00289	0	TIGER DIRECT	OUTSTANDING
01	337000	\$3052.92	05/06/08	00466	0	TOWN BUILDER STUDIOS,LLC	OUTSTANDING
01	336984	\$215.44	05/06/08	00038	0	TRUCKPRO, INC.	OUTSTANDING
01	337018	\$1379.01	05/06/08	01364	0	TRYAD AUTOMOTIVE	OUTSTANDING
01	337016	\$152.15	05/06/08	01163	0	UNIQUE MANAGEMENT SERVICES, INC.	OUTSTANDING
01	336888	\$3479.11	04/25/08	01336	0	UNITED RADIO COMM, INC	OUTSTANDING
01	336971	\$28.50	05/02/08	10006	0	UNITED WAY OF BERWYN	OUTSTANDING
01	337087	\$430.80	05/08/08	01171	0	US GAS	OUTSTANDING
01	337114	\$160.00	05/08/08	20311	0	VANESSA MARIE DAVIDS	OUTSTANDING
01	337119	\$50.00	05/08/08	31245	0	VERIZON WIRELESS	OUTSTANDING
01	337124	\$65.64	05/08/08	33428	0	VILLAGE OF RIVERSIDE	OUTSTANDING
01	337112	\$58.69	05/08/08	20309	0	VINCENT STILLO	OUTSTANDING
01	337118	\$211.73	05/08/08	30176	0	W.S. DARLEY & CO.	OUTSTANDING
01	337101	\$43733.11	05/08/08	01641	0	WARREN OIL COMPANY	OUTSTANDING
01	336960	\$328534.10	05/02/08	01431	0	WASTE MANMAGEMENT ILLINOIS-METRO	OUTSTANDING
01	337094	\$328517.70	05/08/08	01431	0	WASTE MANMAGEMENT ILLINOIS-METRO	OUTSTANDING
01	336996	\$71.50	05/06/08	00377	0	WATER ONE	OUTSTANDING
01	337095	\$6303.84	05/08/08	01441	0	WEIMER MACHINE	OUTSTANDING
01	336968	\$8000.00	05/02/08	01909	0	WEST SUBURBAN PADS	OUTSTANDING
01	336891	\$4104.72	04/25/08	20236	0	WEST SUBURBAN SENIOR SERVICES	OUTSTANDING
01	337068	\$1286.77	05/08/08	00163	0	WESTERN REMAC INC.	OUTSTANDING
01	336961	\$3760.74	05/02/08	01446	0	WOLD ARCHITECTS AND ENGINEERS	OUTSTANDING
01	337096	\$3651.01	05/08/08	01446	0	WOLD ARCHITECTS AND ENGINEERS	OUTSTANDING
01	337064	\$304.42	05/08/08	00115	0	ZEP MANUFACTURING CO	OUTSTANDING

TOTAL # OF ISSUED CHECKS:	271	TOTAL AMOUNT:	2649637.61
TOTAL # OF VOIDED/REISSUED CHECKS:	1	TOTAL AMOUNT:	1500.00
TOTAL # OF ACH CHECKS:	0	TOTAL AMOUNT:	0.00
TOTAL # OF UNISSUED CHECKS:	0		

K 3

Berwyn City Council

April 28, 2008

From 8<sup>th</sup> Ward Alderman Joel Erickson  
To Mayor O'Connor and  
The Berwyn City Council

Regarding: **Handicap Sign**  
**1230 Wesley Ave.**

Ladies and Gentlemen:

I hereby concur with the Investigating Officer's recommendation to **DENY** the attached Handicap application.

Respectfully yours,

Joel Erickson  
8<sup>th</sup> Ward Alderman



We Serve and Protect

# BERWYN POLICE DEPARTMENT

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



**TO:            HONORABLE MAYOR MICHAEL A. O'CONNOR AND  
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM:        BERWYN POLICE DEPARTMENT  
LOCAL ORINANCE DIVISION**

**DATE:**      April 24, 2008

**RE:            HANDICAPPED SIGN FOR:      Jose O. Ramirez #550**

**ATTACHED IS A COPY OF REQUEST FOR A HANDICAPPED SIGN TO BE  
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

1230 S. Wesley Ave.

**PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.**

**cc:    ALDERMAN Joel Erickson**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 04-11-2008

Application #: 550

Name of Applicant: Jose O. Ramirez

Address: 1230 S Wesley Ave. Berwyn, IL 60402

Telephone: 708-710-8039

Nature of Disability:  
back.

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 08-04754		

**Recommendation:** APPROVE  DENY  Reporting Officer: M Schwanderlik #252

Comments:

Alderman:

Ward:

2008 APR 24 AM 10:38  
 2008 APR 22 AM 10:38

# Berwyn Police Department - Incident Report

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

Incident#: 08-04754

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Handicapped Application	INCIDENT # / DOT # 08-04754
WHEN REPORTED 04/11/2008 00:00	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1320 S WESLEY AV # BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 04/11/2008 00:00		STATUS CODE (09) Administratively Closed	STATUS DATE 04/11/2008

**INVOLVED ENTITIES**

NAME RAMIREZ, JOSE O		DOB	AGE	ADDRESS 1230 S WESLEY AV 2ND FLR BERWYN, IL 60402		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #

**INVOLVED VEHICLES**

VEH/PLATE #	STATE IL	TYPE	INVOLVEMENT	VIN #
YEAR 2005	MAKE	MODEL	COLOR	COMMENTS

**NARRATIVES**

**PRIMARY NARRATIVE**

In Summary:

Subject Jose O Ramirez of 1230 S Wesley Ave suffers from

As of the date of this report subject Jose does not meet the city requirements for a Handicapped Sign being that his vehicle registers out of 114 S Maple Ave #B1 Oak Park, IL 60302. A/o has made contact with subject Jose on three prior occasion being 03-12-2008, 03-20-2008 and 03-30-2008 advising him that said registration needs to be updated with the Secretary of States office before this application can be processed. Subject Jose advised A/o that he just has not had an opportunity to get to the Secretary of States Office yet.

A/o further found that subject Jose rents an apartment at the above location and is not the building owner. Subject Jose related that he has a letter from the owner of the property but was unable to provide a copy of said letter at the time of the interview. The above property has a 2 car garage (approx 20'X 20') which is not available for his use at this time. A/o observed on-street parking with numerous parking space available at the time of the interview. A/o counted 18 vehicles parked on the entire block.

For the above listed reason A/o feels that this application should be terminated (Denied) until which time subject Jose O Ramirez meets the city requirements at which time he can reapply.

Nothing further to report at this time.

REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
---	---------------	----------	--------

Berwyn Police Department - Incident Report



THE CITY OF BERWYN, ILLINOIS

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

JOSE O RAMIREZ  
(Name of Handicapped Person)

1230 Wesley AVE.  
(Address of Handicapped Person)

JOSE O RAMIREZ  
(Name of Applicant)

708-710-8039  
(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.

Jose O. Ramirez  
(Signature of Applicant)

MAR 05 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 I (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 # PEPE 2

Vehicle Tag # 19311 Year 08

Regular State Plate # \_\_\_\_\_

Handicap State Card # \_\_\_\_\_

\*\*\*\*\*  
YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.

3-12-08 VEHICLE REGISTERED TO OAK PARK - OWNER ADVISED  
3-20-08 OWNER ADVISED TO CONTACT SOS. ABOUT PLATES.  
3-30-08 " " " " " "  
04-11-08 VEHICLE REG OUT OF TOWN DENIED

Michael A. O'Connor  
Mayor



Thomas Pavlik  
City Clerk

A Century of Progress with Pride

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

May 9, 2008

To: Mayor O'Connor and City Council

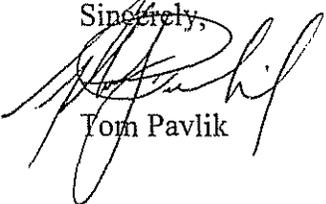
From Tom Pavlik, City Clerk

Re: Handicapped Sign for Nancy Kubat, 3703 Clarence Ave.

Dear Ladies and Gentleman,

It is the recommendation of the investigating officer and that of the resident Alderman to **approve** the request.

Sincerely,

  
Tom Pavlik



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:        (3-20-08) April 24, 2008**

**RE:            HANDICAPPED SIGN FOR: Nancy Kubat # 547**

**ATTACHED IS A COPY OF REQUEST FOR A HANDICAPPED SIGN TO BE  
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

3703 S. Clarence Ave.

**PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.**

**cc:    ALDERMAN Nona Chapman**

# Berwyn Police Department

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

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor  
and Members of City Council

From: Berwyn Police Department  
Local Ordinance Division

Date: 03-20-2008

Application #: 547

Name of Applicant: Nancy Kubat

Address: 3703 S Clarence Ave Berwyn, IL 60402

Telephone: . . . . .

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
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: 08-03716		

**Recommendation:** APPROVE  DENY  Reporting Officer: M Schwanderlik #252

Comments:

Alderman:

Ward:

APR 21, AM 10:38

# Berwyn Police Department - Incident Report

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

Incident#: 08-03716

STATION COMPLAINT UCR 9039 (Other Public Service)		DESCRIPTION Applicant File	INCIDENT # / DOT # 08-03716
WHEN REPORTED 03/20/2008 21:04	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3703 S CLARENCE AV # BERWYN, IL 60402		HOW RECEIVED Telephone
TIME OF OCCURRENCE 03/20/2008 21:04		STATUS CODE	STATUS DATE

INVOLVED ENTITIES						
NAME KUBAT, NANCY F		DOB	AGE	ADDRESS 3703 CLARENCE AV BERWYN, IL 60402		
SEX F	RACE White, Caucasian	HGT 5' 6"	WGT	HAIR	EYES	PHONE
UCR 9039 (Other Public Service) - 0 count(s)				TYPE Other		RELATED EVENT #

INVOLVED VEHICLES					
VEHICLE #	STATE IL	TYPE		INVOLVEMENT Involved	VIN #
YEAR 2003	MAKE	MODEL	COLOR Gray	COMMENTS	

Berwyn Police Department - Incident Report

NARRATIVES				
<p>PRIMARY NARRATIVE</p> <p>Assigned Officer: Schwanderlik</p> <p>In Summary:</p> <p>Subject Nancy Kubat of 3703 S Clarence Ave Berwyn, IL 60402 suffers from</p> <p>On the date of this report A/o spoke with Nancy Kubat at the above location at which time she advised that she and wants a handicapped parking space in front of the above address. Nancy Kubat is the owner of the building and related that the 2 car garage on the property was being used for storage.</p> <p>A/o viewed no off street parking at the above address and on street parking was very limited due to most of the buildings on the block were two flat dwellings. On the afternoon of this report A/o observed 36 cars parked in the 3700 block of Clarence Ave. A/o further observed handicapped signs already in place for the neighbor who resides at 3705 Clarence Ave. Nancy Kubat does not currently use a</p> <p>Mrs Kubat meets the requirements for being handicapped and also meets the requirements in the city ordinance.</p> <p>A/o feels this application should be approved.</p> <p>Nothing further to report at this time.</p>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>REPORTING OFFICER SCHWANDERLIK, MARK</td> <td>STAR # 252</td> <td>REVIEWER</td> <td>STAR #</td> </tr> </table>	REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #	



# THE CITY OF BERWYN, ILLINOIS

## CITY OF BERWYN AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

NANCY KUBAT  
(Name of Handicapped Person)

3703 CLARENCE AVE  
(Address of Handicapped Person)

NANCY KUBAT  
(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.

Nancy Kubat  
(Signature of Applicant)

3/10/08  
(Date)

\*\*\*\*\*  
PHYSICIANS STATEMENT

PLEASE PRINT NATURE OF PATIENT'S HANDICAP

\_\_\_\_\_  
I HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (Physically Handicapped Person - Every person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof, or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair).

\_\_\_\_\_  
(Print - Name of Physician)

\_\_\_\_\_  
(Print - Address of Physician)

[Signature]  
(Signature of Physician)

\_\_\_\_\_  
(Physicians Phone #)

3/10/08  
(Date)

Handicapped State Plate # \_\_\_\_\_

Vehicle Tag # 24291 Year 07-08

Regular State Plate # \_\_\_\_\_

Handicap State Card # AF 43318

\*\*\*\*\*  
YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.

Michael A. O'Connor  
Mayor

K-5



Thomas Pavlik  
City Clerk

**A Century of Progress with Pride**

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

May 8, 2008

To: Mayor and City Council

From: City Clerk Tom Pavlik

Re: Block Party Request

Ladies and Gentlemen,

The Clerk's office has received a request to hold a block party for the 2100 block of Elmwood. Due to past complaints and the 2005 incident, in which the Cook County Bomb Squad was summoned, it would be my recommendation to **deny**, along with that of Berwyn Police Chief William Kushner.

Sincerely,

Thomas J. Pavlik



*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

May 9, 2008

Mayor Michael O'Connor  
Members of the Berwyn City Council

RE: Block Party Permit Application, 2100 Block of Elmwood

Dear Mayor and Aldermen;

The size and nature of the fireworks used by the residents and guests at this block party in recent years has been such that the Berwyn Police Department has had to have the Cook County Sheriff's Police Bomb Squad respond to safely mitigate these items.

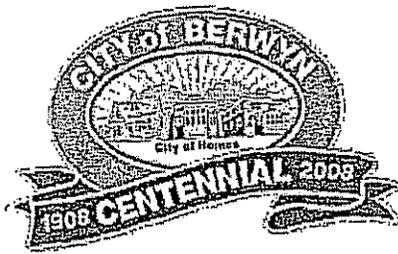
With the safety of all the residents of the 2100 Block of Elmwood and the surround area in mind, I respectfully submit that this block's Block Party Permit Application be denied.

Sincerely,

A handwritten signature in black ink, appearing to read "William R. Kushner".

William R. Kushner  
Chief of Police

Michael A. O'Connor  
Mayor



A Century of Progress with Pride

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

THOMAS J. PAVLIK  
CITY CLERK

Date: May 7, 2008

Mayor O'Connor & Members  
Of the Berwyn City Council

Re: Block Party 2100 block of Elmwood

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 2100 block  
of Elmwood.

The residents request permission to hold the event on June 8

With a rain date of -none-. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Theresa Oliva

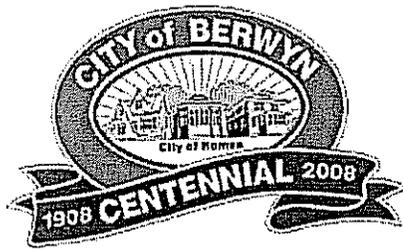
Contact person is: Theresa Oliva

Address is: 2107 Elmwood

Phone number is: \_\_\_\_\_

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

Michael A. O'Connor  
Mayor



Debi Suchy  
City Collector

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910  
www.berwyn-il.gov

May 8, 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 April, 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,

A handwritten signature in cursive script that reads "Debi B. Suchy". The signature is written in black ink and is positioned to the left of the typed name and title.

Debi B. Suchy  
City Collector  
DBS/sb

**BERWYN BUSINESSES - LICENSED IN APRIL, 2008 (STOREFRONTS)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Discoteca Flores (previous location 6302 W. Cermak)	6304 W. Cermak Road	Juventino Flores	Music Store (708) 788-3196
Accounting Service Assoc.	6447 W. Cermak Road, 2nd Floor	Tracy Kamba	Accounting Serv. (708) 795-4422
Diamond Realtors Corp.	6243 W. 26th Street	Alfonso Escobar	Real Estate Office (708) 749-3220
All Star Roofing, Inc. (previous location was home phone use on Highland)	3139 S. Oak Park Avenue	Cesar Bautista/Wilfred Pagan	Roofing Contractor (708) 788-7663
Zacatacos IV, Inc.	3837 S. Harlem Avenue	Maria & Mario Acuna	Restaurant (708) 749-1300

**BERWYN BUSINESSES - LICENSED IN APRIL, 2008 ( PHONE USE ONLY)**

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Ronnie McKay Photography	1831 S. Cuyler Avenue	Ronnie J. McKay	Photo Service (708) 788-9844
Mid-America Security Training Institute, Inc.	3330 S. Grove Avenue	Jose J. Calderon	Security Training (708) 484-6388

**BUSINESS LICENSE ISSUED  
APRIL, 2008**

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR BUSINESS OWNER</u>	<u>COMMENTS</u>
A & H Christian Ess	865 Covey Lane, Coal City, IL	Harlan & Ann Gates	House/Estate Sales (815) 634-0234

**BUSINESS LICENSES ISSUED FOR APRIL, 2008  
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Bart's Construction	4608 Newland, Harwood Hgts	Bartosz Galwas	Contractor (Carpentry)
Riverfront Remodeling	10931 62nd St., LaGrange	Steven Kovhenburg	Contractor (Carpentry)
DeVega Concrete	1409 Westchester, Westchester	DeVega Concrete, LLC	Contractor (Cement)
Duran Concrete	5317 Melrose, Chicago	Francisco Duran	Contractor (Cement)
General Home Renovat.	7227 Roosevelt, Forest Park	General Home Remodeling, Inc.	Contractor (Cement)
MNM Construction	4242 First Ave., Lyons	MNM Construction	Contractor (Cement)
Electric Medic	30W260 Butterfield, Warrenville	Liebich Development Co., Inc.	Contractor (Electric)
Penco Electric, Inc.	6342 Holbrook, Chicago	Penco Electric, Inc.	Contractor (Electric)
R K Electric	615 E 31st, LaGrange Park	Radek Korec	Contractor (Electric)
Anaya Fence Co.	11 S 20th Ave., Maywood	Zacarias Anaya	Contractor (Fence)
Kodak Mechanic	475 Frontage Rd., Burr Ridge	Kodak Mechanic	Contractor (Fire Safety)
A & A Sprinkler Co., Inc.	205 Prairie Lk Rd., East Dundee	A & A Sprinkler Co., Inc.	Contractor (Fire Sprinkler)
EJK Services, Inc.	1521 15th Ave., Melrose Park	EJK Services, Inc.	Contractor (General)
Lane Valente Industries	17940 Chappel, Lansing	Lane Valente Industries, Inc.	Contractor (General)
Leo Construction Co.	2635 Komensky, Chicago	Leonel Alfaro	Contractor (General)
M & E Custom Exterior	5736 Madison, Hinsdale	M & E Custom Exteriors, LLC	Contractor (General)
Olsson Construction	1100 Ridge, Lombard	Olsson Construction Group, Inc.	Contractor (General)
Starlight Home Improv.	1370 Thacker, Schaumburg	Starlight Home Improv., Inc.	Contractor (General)
MCH Refrigeration	6945 Dobson, Niles	MCH Refrigeration	Contractor (HVAC)
Milagro Heating-n-Cooling	3028 Cermak, Chicago	Milagro Heating-n-Cooling Co.	Contractor (HVAC)
Rite-Way Htg & Cooling	1432 Ostrander, LaGrange Pk.	Rite-Way Heating & Cooling, Inc.	Contractor (HVAC)
K Three Welding Serv.	4840 Central, Central Stickney	K Three Welding Serv., Inc.	Contractor (Iron Works Structural)
Maldonado Masonry	5760 Archer, Chicago	Daniel J. Payne	Contractor (Masonry)
Masonry By Tony Krivak	3321 Elm Ave., Brookfield	Tony Krivak	Contractor (Masonry)
M. J. Fogarty & Assoc.	13010 159th St., Homer Glen	M. J. Fogarty & Assoc., Inc.	Contractor (Painting & Decorating)
Preferred Decorating Co.	22W430 Teakwood, Glen Ellyn	Preferred Decorating Co., Inc.	Contractor (Painting & Decorating)
Holmes Mechanical	28W144 Industrial, Lake Barrington	Holmes Mechanical Ind., Inc.	Contractor (Plumbing)
Pasic Plumbing	877 Marshfield, Chicago	Dusko Pasic	Contractor (Plumbing)
Ronco Plumbing	9029 LaCrosse, Skokie	Ronco Plumbing, LLC	Contractor (Plumbing)
Suburban Home Repair	7300 Randolph, Forest Park	Suburban Home Repair Corp.	Contractor (Roofing)
Payless, Inc.	9527 Brandt, Oak Lawn	Payless Inc.	Contractor (Sewer Digger)
Oneway Graphics & Sign	3340 Central, Chicago	OneWay Graphics & Sign Studio	Contractor (Sign Hanger)
Jerry Kazmer	108 Caroline, Crystal Lake	Jerry Kazmer	Contractor (Tile/Mosaic/Ceramic)

***Application Review***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<i>Alpha C.N.C. Group, Inc.</i>			(630) 514-7368	10251
1330 S. Home Avenue	Berwyn IL 60402	4/15/2008		
<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>Dynamic Wireless</i>			(708)	10310
6322 W. Cermak Road	Berwyn IL 60402	5/5/2008		
<i>Forever Haunted Tattoo</i>			(708)	10304
6409 W. 16th Street	Berwyn IL 60402	5/2/2008		
<i>Four R Entertainment</i>			(708) 484-4275	9926
3341 S. Highland Avenue	Berwyn IL 60402	9/7/2007		
<i>Golden Homes Real Estate, Inc.</i>			(708)	10319
6705 W. 26th Street	Berwyn IL 60402	5/7/2008		
<i>HDZ Drafting Consusltants</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>Liberty Realty, Inc.</i>	<i>Second Floor</i>		(708) 484-9600	10245
6335 W. Cermak Road	Berwyn IL 60402	4/10/2008		
<i>Lion's Tae Kwon Do</i>			(708) 484-7555	10252
6811 W. Roosevelt Road	Berwyn IL 60402	4/15/2008		
<i>Los 2 Panchos Lounge</i>			(708)	10241
6207 W. Roosevelt Road	Berwyn IL 60402	4/9/2008		
<i>Paris Perfume Outlet, Inc.</i>			(708)	10096
6218 W. Cermak Road	Berwyn IL 60402	12/13/2007		
<i>Plaza Photography</i>			(708)	10273
6920 W. Cermak Road	Berwyn IL 60402	4/22/2008		
<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>The Hallberg &amp; Gonzalez Agency</i>	<i>Allstate Insurance Office</i>		(708) 788-4900	10259
6929 W. Cermak Road	Berwyn IL 60402	4/16/2008		
<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		

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<i>A &amp; H Services, Inc.</i>			(708) 795-7348	10129
6347 W. Roosevelt Road	Berwyn IL 60402	1/29/2008		
<i>Bride's Palace, Inc.</i>			(708) 539-3064	10220
6506 W. Cermak Road	Berwyn IL 60402	4/9/2008		
<i>Cermak &amp; Home Currency Exchange</i>			(708) 749-1722	123
6946-48 W. Cermak Road	Berwyn IL 60402	2/21/2008		
<i>Handzel &amp; Associates</i>			(708) 637-5500	10214
6226 W. Cermak Road	Berwyn IL 60402	4/9/2008		
<i>M J Nails</i>			(708) 788-5001	10060
2825 1/2 S. Harlem Avenue	Berwyn IL 60402	4/1/2008		
<i>Millennium Cutz 2</i>			(708)	9733
2144 S. Oak Park Avenue	Berwyn IL 60402	2/11/2008		
<i>Miskas</i>			(708) 749-1400	10118
6515 W. Cermak Road	Berwyn IL 60402	2/1/2008		
<i>Salinas Heating &amp; Air Conditioning, Inc.</i>			(866) 748-2248	10219
6925 W. Ogden Avenue	Berwyn IL 60402	4/14/2008		
<i>Sunny Day Kids Academy</i>			(708) 484-0230	10225
6227 W. Roosevelt Road	Berwyn IL 60402	4/1/2008		
<i>Tax Field</i>	<i>2nd Floor</i>		(708) 749-0250	10302
3130 S. Oak Park Avenue	Berwyn IL 60402	5/1/2008		
<i>Underground Revolution, Inc.</i>			(708)	10303
6512 W. Cermak Road	Berwyn IL 60402	5/2/2008		
<i>USA Insurance Brokers</i>			(708) 788-8822	9521
6807 W. Roosevelt Road	Berwyn IL 60402	1/19/2007		
<i>Westside Multi Media &amp; Gallery</i>			(773) 882-1995	10283
7023 W. Roosevelt Road	Berwyn IL 60402	4/25/2008		
<i>World Equity Group</i>	<i>Preston D. Runyan, Suite 203</i>		(708) 415-7477	10250
3239 S. Grove Avenue	Berwyn IL 60402	4/14/2008		
<b>Total Businesses . . . . .</b>				<b>14</b>

**Michael A. O'Connor**  
Mayor



**Daniel J. LeBeau**  
Building Director

**A Century of Progress with Pride**

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

May 8, 2008

**Honorable Michael A. O'Connor**  
Mayor of the City of Berwyn  
Members of City Council

**Re: Building and Local Improvement Permits**

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of April, 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

Thursday, May 08, 2008

Between: 4/1/2008 And 4/30/2008

	<i>Permits Issued:</i>	<i>2</i>	<i>Cost of Improvements:</i>	<i>\$2,500.00</i>
<u><i>Building</i></u>	<i>Permits Issued:</i>	<i>12</i>	<i>Cost of Improvements:</i>	<i>\$85,652.00</i>
<u><i>Dumpster</i></u>	<i>Permits Issued:</i>	<i>5</i>	<i>Cost of Improvements:</i>	<i>\$0.00</i>
<u><i>Electrical</i></u>	<i>Permits Issued:</i>	<i>37</i>	<i>Cost of Improvements:</i>	<i>\$74,619.00</i>
<u><i>Fence</i></u>	<i>Permits Issued:</i>	<i>24</i>	<i>Cost of Improvements:</i>	<i>\$42,696.00</i>
<u><i>Garage</i></u>	<i>Permits Issued:</i>	<i>3</i>	<i>Cost of Improvements:</i>	<i>\$34,400.00</i>
<u><i>HVAC</i></u>	<i>Permits Issued:</i>	<i>17</i>	<i>Cost of Improvements:</i>	<i>\$52,624.00</i>
<u><i>Local Improvement</i></u>	<i>Permits Issued:</i>	<i>287</i>	<i>Cost of Improvements:</i>	<i>\$1,286,539.00</i>
<u><i>Plumbing</i></u>	<i>Permits Issued:</i>	<i>32</i>	<i>Cost of Improvements:</i>	<i>\$48,633.00</i>
<u><i>POD</i></u>	<i>Permits Issued:</i>	<i>3</i>	<i>Cost of Improvements:</i>	<i>\$0.00</i>
<u><i>Roofing</i></u>	<i>Permits Issued:</i>	<i>66</i>	<i>Cost of Improvements:</i>	<i>\$267,468.00</i>
<u><i>Sign</i></u>	<i>Permits Issued:</i>	<i>6</i>	<i>Cost of Improvements:</i>	<i>\$40,670.78</i>
	<i>Total Permits:</i>	<i><u>494</u></i>	<i>Total Improvements:</i>	<i><u>\$1,935,801.78</u></i>

## Fees Collected

# Permits Issued By The Building Department

Thursday, May 08, 2008

Between: 4/1/2008 And 4/30/2008

Backfill Inspection	\$75.00
Building Permit	\$1,150.00
Local Improvement Permit	\$16,190.00
Electrical Fees	\$1,590.00
Electrical Inspection	\$4,120.00
Signs	\$1,000.00
Framing Inspection	\$2,600.00
Inspection	\$2,935.00
Fence Fees	\$650.00
Plumbing Fees	\$625.00
Plumbing Inspection	\$3,620.00
Plumbing Inspection (Underground)	\$330.00
Post Hole Inspection	\$1,030.00
Sewer Inspection	\$60.00
HVAC Permit	\$1,115.00
HVAC Inspection	\$2,195.00
Service Charge	\$2,085.00
Insulation/Fire Stopping Inspection	\$450.00
New Water Meter	\$1,000.00
Tap Fee	\$2,000.00
Demolition Fees	\$50.00
Dumpster	\$1,125.00
POD	\$75.00
Parkway Use	\$75.00
Parkway Inspection	\$60.00
Pre-Pour Inspection	\$2,300.00
Sidewalk Opening	\$150.00
Street Opening	\$150.00
Fine - Working Without Permit	\$5,150.00
Roof Covering Fees	\$3,935.00
Garage Permit	\$150.00
Cert. Of Compliance/ Occupancy	\$75.00
<b>Total Fees Collected . . . . .</b>	<b>\$58,115.00</b>

# Report Of Building Permits Issued By The City Of Berwyn

Thursday, May 08, 2008

Between: 4/1/2008 And 4/30/2008

<u>Name and Address</u>	<u>Issued</u>	<u>Permit No.</u>	<u>Cost Of Improvements</u>	<u>Cost Of Permit</u>
Claudia Romero 2412 S. Oak Park Avenue	4/2/2008	Bldg-B 7107-0	\$7,900.00	\$315.00
Jose & Liliana Rosa 3440 S. Clarence Avenue	4/11/2008	Gar-B 7108-0	\$13,000.00	\$220.00
Snezana & Ivan Simic 6536 W. Pershing Road	4/14/2008	Bldg-B 7109-0	\$40,000.00	\$2,605.00
Harold Malinowsky 7108 W. 35th Street	4/14/2008	Bldg-B 7110-0	\$13,000.00	\$220.00
Damon L. Herron & Guarangeen 3109 S. Home Avenue	4/15/2008	Bldg-B 7111-0	\$10,000.00	\$420.00
Alexali Zaldivar Kane 2443 S. Clinton Avenue	4/28/2008	Bldg-B 7112-0	\$5,020.00	\$255.00
Matthew and Robin Scharpf 6842 W. 30th Place	4/28/2008	Bldg-B 7113-0	\$3,782.00	\$200.00
Frank Rogas 3725 S. Wenonah Avenue	4/29/2008	Gar-B 7115-0	\$21,400.00	\$190.00
Richard & Bonnie Dembeck 1327 S. Wesley Avenue	4/29/2008	Bldg-B 7116-0	\$2,850.00	\$155.00
Peter Chavez 2617 S. Ridgeland Avenue	4/18/2008	Bldg-R 5673-1	\$0.00	\$50.00
Juan & Jessica Rendon 2829 S. Wisconsin Avenue	4/21/2008	Bldg-R 6886-2	\$0.00	\$50.00
Luis Ugaz 3444 S. Home Avenue	4/29/2008	Bldg-R 7066-1	\$200.00	\$150.00
Valeriano Herrera 1818 S. Cuyler Avenue	4/7/2008	Gar-R 7077-1	\$0.00	\$50.00
Bertha Moreno 1405 S. Clarence Avenue	4/23/2008	Bldg-R 7088-1	\$2,900.00	\$310.00
Steven Scesnewicz 6435 W. 26th Street	4/29/2008	Bldg-R 7106-1	\$0.00	\$65.00

# Report Of Building Permits Issued By The City Of Berwyn

Thursday, May 08, 2008

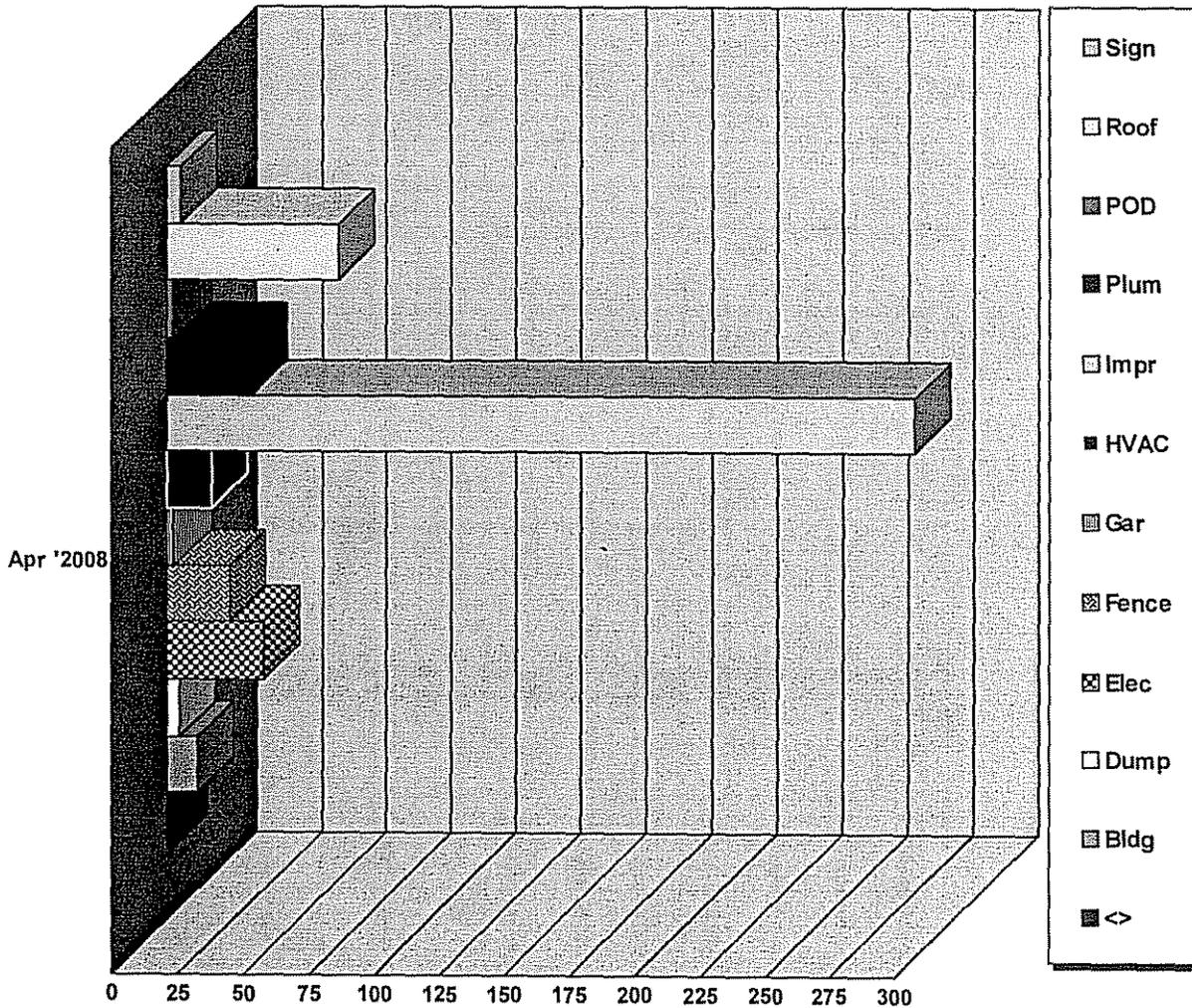
Between: 4/1/2008 And 4/30/2008

<i>Name and Address</i>	<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
15 <i>Building Permits Issued During Period</i>	<i>Totals . . . . .</i>		<u>\$120,052.00</u>	<u>\$5,255.00</u>

# Permits Issued

Thursday, May 8, 2008 12:06 PM

For Period Beginning 4/1/2008 And Ending 4/30/2008



## Permit Detail

2008	April	Bldg	2
2008	April	Dump	12
2008	April	Fence	5
2008	April	Elec	37
2008	April	Fence	24
2008	April	Gar	3
2008	April	HVAC	17
2008	April	Impr	287
2008	April	Plum	32
2008	April	POD	3
2008	April	Roof	66
2008	April	Sign	6

494

**Total Permits Issued 494**



# J. Sterling Morton High Schools

Morton East High School, 2423 S. Austin Blvd., Cicero, IL 60804

*K-8*

## Business Office

PH: (708) 222-5705

FAX: (708) 222-5685

gkopf@jasmorton.org

Thomas J. Pavlik  
City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

April 23, 2008

Dear Mr. Pavlik:

I respectfully request a parade permit and necessary police escort for the Morton High School Homecoming Parade on Saturday, September 27, 2008. The parade will begin at Morton East High School approximately 10:00 a.m.

The parade route is as follows:

North on 59<sup>th</sup> Court, West on Cermak Road to Home Avenue,  
South on Home Avenue to Morton West Parking lot.

I have requested a certificate of insurance from our agent to show our liability coverage for the parade, and will forward this certificate to the City Clerk's office. All correspondence should be sent to my attention. If you have any questions please contact my office.

Sincerely,

*Gail Kopf*

Gail Kopf  
Business Manager

CC: Berwyn Fire Department  
Berwyn Police Department  
B. Manfre

The City of Berwyn



Michael A. O'Connor  
Mayor

A Century of Progress with Pride

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

**RESOLUTION**

**WHEREAS,** J. Sterling Morton High Schools will hold their annual Homecoming Parade on Saturday, September 27, 2008 beginning at 10:00 a.m.

**WHEREAS,** the Berwyn City Council voted to grant permission for the aforesaid activity on Tuesday, May 13, 2008, and

**WHEREAS,** the parade participants, players and coaches will assemble at Morton East High School, Cicero, proceed north on 59th Court to Cermak Road, go west on Cermak Road to Home Avenue go south on Home Avenue to Morton West High School parking lot.

**WHEREAS,** the Berwyn Police Department will have officers controlling traffic on the scheduled route with special attention to major intersections.

**NOW THEREFORE,** be it resolved by the Mayor and members of the Berwyn City Council to grant permission for this annual event and to extend to all the Parents, Students, Coaches and Football players participating in the Homecoming Parade, our best wishes for good weather and a most successful football season.

Entered upon the records of the City of Berwyn, this 13th, day of May, 2008

\_\_\_\_\_  
**MICHAEL A. O'CONNOR- MAYOR**

Attest:

\_\_\_\_\_  
**THOMAS J. PAVLIK- CITY CLERK**

Michael A. O'Connor  
Mayor



A Century of Progress with Pride

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

THOMAS J. PAVLIK  
CITY CLERK

Date: 4-28-08

Mayor O'Connor & Members  
Of the Berwyn City Council

Re: Block Party 3200 block of Kenilworth

Honorable Mayor O'Connor & Members of Council:

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

The residents request permission to hold the event on May 25<sup>th</sup>

With a rain date of July 5<sup>th</sup>. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

W.K. Hall

Contact person is: \_\_\_\_\_

Address is: 3295 S Kenilworth

Phone number is: \_\_\_\_\_

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

2

WE THE UNDERSIGNED RESIDENTS OF THE 3200 BLOCK OF KENILWORTH

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON May 25<sup>th</sup> 08

BETWEEN THE HOURS OF 12<sup>00</sup> pm AND 9<sup>00</sup> pm. OUR RAIN DATE IS July 5<sup>th</sup>

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

=====

NAME ADDRESS

=====

TAMMY SIEZAK 3210 KENILWORTH

William + Fran Hillen 3215 Kenilworth

Louise + PERIK 3 B 3206 Kenilworth

Sathya Rao 2A 3206 Kenilworth

Kene Moore 3214 Kenilworth

Francis Rappoport 1B 3206 Kenilworth

Lolwa 2 Bambla - 3208 Kenilworth

Evelia Reyes 3200 KENILWORTH

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Michael A. O'Connor  
Mayor



A Century of Progress with Pride

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

THOMAS J. PAVLIK  
CITY CLERK

Date: 5-5-08

Mayor O'Connor & Members  
Of the Berwyn City Council

Re: Block Party 2300 block of Euclid Ave

Honorable Mayor O'Connor & Members of Council:

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

The residents request permission to hold the event on Sat. June 14, 2008

With a rain date of Sat. June 21, 2008. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Stacie D. Serrano

Contact person is: Stacie Serrano

Address is: 2324 Euclid Ave

Phone number is: \_\_\_\_\_

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

WE THE UNDERSIGNED RESIDENTS OF THE 2300 BLOCK OF Euclid Ave  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Saturday June 14, 2008  
 BETWEEN THE HOURS OF 10 a.m. AND 9 p.m.. OUR RAIN DATE IS Saturday June 21st

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

=====

NAME

ADDRESS

=====

✓ Stacie D Soriano	2304 Euclid Ave
Ornel Soriano	2324 Euclid Ave
Naomi Gonzalez	2354 S Euclid Ave
✓ Michelle Shubert	2322 Euclid Ave
✓ Jeff Griffith	2322 Euclid Ave
✓ Leuka Peters	2322 Euclid Ave
✓ Amos Comiskey	2339 S Euclid
✓ Karen Bacidoff	2343 EUCLID
✓ Jimi Murreno	2309 EUCLID
✓ Maria + Dan Cooper	2313 Euclid
✓ Mary BORSAK	2317 So Euclid
✓ Rene Jimoz	2321 EUCLID AVE
✓ Lynn Green	2327 S. EUCLID
✓ Heidi Corvino	2328 EUCLID AVE.
✓ N. Tomljanovic	2335 Euclid Ave
✓ AnnMarie Steyford	2339 Euclid Ave
✓ Shaem Lakes	2348 Euclid Ave
✓ Maxia Hernandez	2348 EUCLID AVE.
✓ Colenna Hernandez	2348 EUCLID AVE.
✓ Julie Jutkins	2338 Euclid Ave
✓ Florin VASILAS	2338 Euclid Ave
✓ Alejandro A. Perez	2336 Euclid Ave.
✓ Elizabeth Rivers	2334 Euclid Ave.
✓	2326 Euclid Ave

Carlos Gonzalez 2324 Euclid AVE  
Shale Shipley 2322 Euclid AVE  
✓ Marcia Sol. Gonzalez 2326 S. Euclid Ave.  
✓ Melissa Villaseñor Boggs 2333 Euclid Ave #2  
James Boggs 2333 Euclid Ave #2

Michael A. O'Connor

Mayor

*Handwritten initials: M-O*



A Century of Progress with Pride

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

THOMAS J. PAVLIK  
CITY CLERK

Date: 5/7/08

Mayor O'Connor & Members  
Of the Berwyn City Council

Re: Block Party 1900 block of Clinton Ave.

Honorable Mayor O'Connor & Members of Council:

Attached, please find a petition for a block party on the 1900 block  
of Clinton Ave.

The residents request permission to hold the event on Sat. 6/14/08

With a rain date of 8/9/08. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

*Handwritten signature of Rafael Gonzalez*

Contact person is: Rafael & Leticia Gonzalez

Address is: 1933 Clinton Ave.

Phone number is: \_\_\_\_\_ .3

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

WE THE UNDERSIGNED RESIDENTS OF THE 1900 BLOCK OF Clinton Ave.

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 10/14/08

BETWEEN THE HOURS OF 10am AND 8pm, OUR RAIN DATE IS 8/10/08

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

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NAME	ADDRESS
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Gaudencia Medina	1941 S Clinton Ave
Patricia Gonzalez	1931 Clinton
Pete Parenti	1921 Clinton
Rogelio ANAYA	1912 S CLINTON
Fred & Jean Schild	1911 Clinton
Josefina & Pato De Vera	1909 Clinton
Dynni Cam	1902 S Clinton
Luis Espin	1906 Clinton
Rina & Ed Millanreal	1905 Clinton
PAM & AARON PEDOLNER	1922 CLINTON
Pat Wilson	1932 Clinton
Yvonne Torres	1934 Clinton
Flick Hernandez	1940 Clinton
Lisa Shrike	1942 Clinton
Alexandro Pardo	1937 CLINTON
Moses & Jennethugo Carrillo	1939 CLINTON
Jeticia Noel	1933 Clinton Beverly Dr 6002
Tracey Rodriguez	1929 S Clinton
Glenn Rufus	1925 S CLINTON
Maria Miranda	1920 S Clinton
Sally Osborne	1924 S. Clinton
Sue Stefano	1930 Clinton
Casey Stefano	1930 Clinton

Diane Parenti 1921 Clintonville

Rhoda Thome 1908 Clarks

EGIE & MIKE FLETCHER 1916 CLINTON

Cynthia Perez 1914 Clinton

K-12

NORTH BERWYN PARK DISTRICT

April 22, 2008

City Council  
Berwyn City Hall  
6700 West 26<sup>th</sup> Street  
Berwyn IL 60402

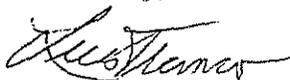
To Whom It May Concern:,

On Saturday, May 3 from 9:00 am to 2:00 pm we will be conducting our annual Flea market. The event is going to be held at the North Berwyn Park District community center located at 1619 Wesley Ave.

A portion of the flea market will be held on the parkway (between the sidewalk and the curb) on Wesley Avenue in front of the park playground. We apologize for the late notice and hope that we will be able to utilize that space.

If there are any questions or concerns, you may contact me at 749-4900 x12. Thank you for your assistance in this matter.

Sincerely,

  
Luis Franco

**DBD***K/13*  
**Dahlgren  
Buckley Dement**

DATA • MAILING • FULFILLMENT SERVICES

April 18, 2008

Tom Pavlik City Clerk  
Mayor O Connor  
Members of the City Board  
City Hall  
6700 West 26<sup>th</sup> Street  
Berwyn IL 60402

To Whom it may concern:

The Berwyn Lions Club is conducting its Annual Spring Candy Drive fund raiser. The event will occur over the weekend of May 2,3,and 4<sup>th</sup> 2008. More specifically on Friday May 2nd and Saturday May 3rd and Sunday may 4th.

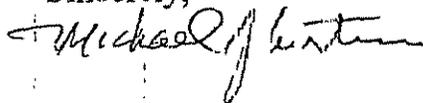
The Lions will be accepting donations for candy tootsie pops.

There will be several members around the village with the candy taking donations.

The Berwyn Lions Club would like to ask for your permission to conduct this event. Please provide us with written correspondence permission in case our members are asked to produce documentation.

I am enclosing a copy of the letter we use of the drive. In this letter we are seeking organizations, individuals or companies willing to under write the cost of a case of life savers. Thank you in advance for your time and consideration.

Sincerely,





May 1, 2008

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

Dear Mayor O'Connor and City Council Members:

I am very pleased to announce that MacNeal Hospital was awarded several distinctions by HealthGrades, the leading healthcare ratings organization, providing ratings and profiles of hospitals. These distinctions include a Five-Star Rating for Coronary Bypass Surgery, Treatment of Heart Failure-3<sup>rd</sup> year, Treatment for Stroke-2<sup>nd</sup> year and "Best in Western Chicago Suburbs" for Coronary Bypass Surgery. Needless to say, we are very proud of our staff, physicians and leaders for helping us achieve this prestigious mention.

To share the good news with our patients and the Berwyn community, four banners were placed on selected hospital campus buildings and on our professional building located at 6425 W. Cermak Road in Berwyn. The banners' measurements were produced to appropriately fit the scale of the buildings they were to be displayed on. The size of the banners range from 54" x 360" (4.5FT X 30FT) to our largest at 84" x 720" (7FT X 60FT).

Unknowingly, it was brought to our attention that the banners' size exceeds the town's banner ordinance. I am writing to formally request that consideration be made to allow us to maintain the banners on our buildings until October, 2008. The celebratory message of the banners speaks to the exciting progressive achievements of both the hospital and the Berwyn community. We are hopeful that you and our city council officials can approve our request. Thank you for your support of MacNeal Hospital.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Esther Corpuz', is written over the typed name.

Esther Corpuz  
Director  
Administration

Cc:  
Brian Lemon  
Scott Steiner