

The Mayor and City Council welcome you. Please note: comments are permitted only during Open Forum and only for items not already on the agenda. Due to Governor Pritzker's Executive Order No. 8 issued on March 20, 2020 limiting to 10 the number of people allowed to congregate and Executive Order No. 5, section 6 suspending In-Person Participation rules for Elected Officials this meeting is allowing remote participation. Berwyn City Hall is closed to the Public to prevent the spread of the Covid-19 virus.

**PUBLIC PARTICIPATION: PLEASE READ**

Staff will stream this meeting live using Face Book. Please go to the City of Berwyn Face Book page to view. **Any person wishing to submit comments for the Open Forum for this or future meetings may do so in writing, by e-mail, or by telephone. Your comments will be announced during the Open Forum section of the meeting. You may submit your comments to Clerk Margaret Paul through the U.S. Mail at 6700 West 26<sup>th</sup> Street, Berwyn, IL 60402, by E-mail at [Mpaul@ci.berwyn.il.us](mailto:Mpaul@ci.berwyn.il.us) or by telephone at 708-749-6451. All comments received by 7:45 p.m. on 5/26/2020 will be announced at this meeting. All comments received after this time limit will be placed on future City Council agendas. Please include a reference that you wish your comments to be made a part of the City Council Meeting Record.**

**A. Pledge of Allegiance and Moment of Silence**

**B. Open Forum**

1. 8<sup>th</sup> Ward Resident, Edie Dorian is Requesting the City of Berwyn publish a tally on the number of residents diagnosed with Covid-19 and the number of fatalities.

**C. Approval of Minutes**

1. Regular City Council Meetings of May 12, 2020

**D. Bid Openings**

**E. Berwyn Township, Berwyn Health District, Berwyn Development Corporation**

1. BDC: First Quarter 2020 Report.
2. BDC: Update on "WhyBerwyn Marketing Campaign."
3. BDC: A Resolution Authorizing and Approving a Certain letter of Intent for the Purchase of Property Located at 3322 South Oak Park Avenue for the City of Berwyn, County of Cook, State of Illinois.
4. BDC: An Ordinance Repealing and Replacing Ordinance Number Related to the Vacation, Abrogation and Release of a Certain Alley Located within the City of Berwyn, County of Cook, State of Illinois.
5. BDC: An Ordinance Amending the City of Berwyn Code of Ordinances Part Eight, Business Regulation and Taxation Code; Title Two, Business Regulation; Section 801.06, Qualifications of Applicants; and Part Fourteen, Building and Housing Code; Title Six, Miscellaneous Building Regulations; Section 1480, Vacant Buildings and Property. (Ordinance Deferred from 05/12/20 attached).

**F. Reports from the Mayor**

**G. Reports from the Clerk**

**H. Zoning Boards of Appeals**

**I. Reports from the Aldermen, Committees, and Boards**

1. Alderman Santoy: Budget and Finance Committee Meeting Minutes, Thursday, May 7, 2020.

**J. Reports from the Staff**

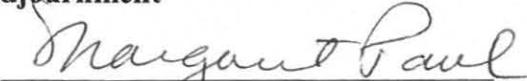
1. IT Director: Recommendation to Replace and Modernize the Core City Server Infrastructure - 8-Node vSan Dell Server Cluster Lease.
2. Police Chief: Request to Change the Scope and Existing Fine/Payment Structure of Our Current Local Ordinance and Vehicle Compliance and City Code Violation Enforcement Citation Programs.
3. Police Chief: Request to Authorize to Purchase a Climate Controlled Storage Container.
4. Fire Chief: Request to Waive the Bidding Process and Purchase 3 New Zoll X Series Monitor/Defibrillators.

**K. Consent Agenda**

1. Payroll: 05/13/20 in the amount of \$1,288,865.65 – Informational.
2. Payables: 05/14/20 to 05/27/20 in the amount of \$1,253,048.98 – Informational.
3. Handicapped Parking Application: #1315 – 2300 S. Kenilworth Ave – Override to Approve Space

**Committee / Ward Announcements**

**Adjournment**

  
Margaret Paul, City Clerk

No. of Items: 15



**MINUTES**  
**Regular Berwyn City Council Meeting**  
**May 12, 2020**

C-1

Clerk's Note: Governor Pritzker's Executive Order No. 5, section 6 and Order No. 8 allowed the suspension of "in-person attendance" by elected officials and limited the number of people that could congregate to 10 or less due to the Covid-19 pandemic. The City of Berwyn uses best efforts to comply with the Governor's Order and the spirit of the Open Meetings Act. The City Council has taken the following measures to provide residents with notice of changes to the Regular Meeting and ability to observe the meeting in progress through a live video stream:

- The City posts notices on its website and City Hall doors providing directions on how the public may view meetings, participate in public meetings, and address the City Council during Open Forum.
- The City posts directions to the public routinely on its website and Face Book page on how they may participate and or view the public meeting.
- City staff live-stream the meeting on the City of Berwyn Facebook page.

**A. Meeting Opening:**

Mayor Lovero, present in chambers, called the Regular Meeting of the City Council to Order at 8:00 P.M. Clerk Paul, present in chambers, called the roll. The following Aldermen participated in person: Lennon, Ruiz, and Nowak. The following Aldermen participated remotely: Ramirez, Reardon, Santoy, and Avila. Clerk's Note: City Treasurer Miranda also participated in the meeting remotely.

Mayor Lovero led the Council in the Pledge of Allegiance. He asked for a moment of silence in memory of former Mayor Joseph Lanzillotti. He also asked those attending to remember the families of Janice Bastian and Julie Ciric in their time of loss and our First Responders and the women and men working in hospitals during the Covid-19 crisis.

**B. Open Forum:** Clerk Paul announced the April 30, 2020 email sent by Amanda Bailey-Golden. The email will be made a part of the record. Clerk Paul announced that Ms. Rita Maniotis asked to address the council by telephone. Her call was recognized. She addressed the points she made in her email to the City Council dated May 1, 2020. Her email was made part of the record. With no one else asking to be recognized, Mayor Lovero ended Open Forum.

**C. Approval of Minutes:** Ald. Avila made a motion, seconded by Ald. Nowak, to approve the Minutes of the Regular City Council Meeting of April 28, 2020 as submitted. The motion carried by a unanimous voice vote.

**D. Bid Openings:** None submitted.

**E. Berwyn Township, Berwyn Health District, Berwyn Development Corporation:**

E1 - BDC-Resolution regarding Harlem TIF Intergovernmental Agreement: Ald. Lennon made the motion, seconded by Ald. Fejt, to **adopt the Resolution** entitled: **A Resolution Authorizing and Approving an Intergovernmental Agreement with Certain Taxing Districts Related to the Harlem Avenue TIF Amendment for the City of Berwyn, County of Cook, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried by a unanimous roll call vote.

E2 - BDC – Ordinance Amending the Zoning Code: Ald. Lennon made the motion, seconded by Ald. Nowak, to **adopt the Ordinance** entitled: **An Ordinance Amending Table 1244.02 (Use Table) of Chapter 1244 (Uses), and Chapter 1254 (Definitions) in Title 4 (Zoning), Part Twelve (Planning and Zoning) of the Codified Ordinances of Berwyn relative to Massage Therapy Establishments**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried by a unanimous roll call vote.

E3 - BDC- Ordinance Amending Business Regulations, Taxation, and Building Code (Vacant Buildings): Ald. Lennon made the motion, seconded by Ald. Nowak, to defer the item two weeks to allow review by the Building and Licensing Departments. The motion carried by a unanimous roll call vote.

E4 - BDC- Ordinance regarding La Parra, Inc.: Ald. Ruiz made the motion, seconded by Ald. Lennon, to **adopt the Ordinance** entitled: **An Ordinance Authorizing and Approving a Certain Redevelopment Agreement with**

**Berwyn City Council Minutes**  
**April 28, 2020 continued**

**LaParra Inc. for the City of Berwyn, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried by a unanimous roll call vote.

E5 - BDC – Ordinance regarding La Lupita, Inc.: Ald. Ruiz made the motion, seconded by Ald. Fejt, to **adopt the Ordinance** entitled: **An Ordinance Authorizing and Approving a Certain Redevelopment Agreement with La Lupita Restaurant, Inc. for the City of Berwyn, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and place it on its way to passage. The motion carried by a unanimous roll call vote.

F. Reports from the Mayor:

F1 - National Hospital Week: Ald. Lennon made the motion, seconded by Ald. Nowak, to adopt the Proclamation recognizing National Hospital Week celebrated May 10 through May 16. The motion carried by a unanimous roll call vote.

G. Reports from the Clerk: Nothing submitted.

H. Reports from Zoning, Planning, and Development Commission: Nothing submitted.

**Ald. Nowak made the motion, seconded by Ald. Lennon, to bring forward Items J-1, J-2, and J-3. The motion carried by a unanimous roll call vote.**

J-1 - Request to Promote One Sergeant to Lieutenant (Sassetti Retirement): Ald. Avila made the motion, seconded by Ald. Nowak, to approve Police Chief Cimaglia's request and allow him to contact the Police and Fire Commission to promote one Sergeant to the rank of Lieutenant from the current eligibility list. The motion carried by a unanimous roll call vote.

J-2 - Request to Promote One Patrol Officer to Sergeant (Magnus Promotion): Ald. Avila made the motion, seconded by Ald. Nowak, to approve Police Chief Cimaglia's request and allow him to contact the Police and Fire Commission to promote one Patrol Officer to the rank of Sergeant from the current eligibility list. The motion carried by a unanimous roll call vote.

J-3 - Request to Promote One Patrol Officer to Sergeant (Janecek Retirement): Ald. Avila made the motion, seconded by Ald. Nowak, to approve Police Chief Cimaglia's request and allow him to contact the Police and Fire Commission to promote one Patrol Officer to the rank of Sergeant from the current eligibility list. The motion carried by a unanimous roll call vote.

I. Reports from Aldermen, Committees, and Boards:

I-1 - Reversal of Handicap Sign Denial: Ald. Nowak made the motion, seconded by Ald. Lennon, to reverse the previous denial of handicap signage in front of 1341 Home Avenue and now allow the installation of a handicap parking space. The motion carried by a unanimous roll call vote.

I-2 - Police and Fire Commission – Appointment of Seven Probationary Patrol Officers: Ald. Avila made the motion, seconded by Ald. Nowak, to approve the appointments of Paolo Lanzisero, Humberto Zamudio, Jeremy Mendez, Matthew Cerniglia, Marco Franco, Jamie Nikischer and Abraham Izaguirre to the rank of Berwyn Police Probationary Patrol Officer. The motion carried by a unanimous roll call vote.

I-3 - Police and Fire Commission – Promotion of John Magnus to Lieutenant: Ald. Avila made the motion, seconded by Ald. Nowak, to concur with the Commission and promote Berwyn Police Sgt. John Magnus to the rank of Lieutenant. The motion carried by a unanimous roll call vote.

I-4 - Police and Fire Commission – Promotion of Michael Fellows: Ald. Avila made the motion, seconded by Ald. Nowak, to concur with the Commission and promote Michael Fellows to the rank of Sergeant. The motion carried by a unanimous roll call vote.

I-5 - Police and Fire Commission – Promotion of Brad Mann: Ald. Avila made the motion, seconded by Ald. Nowak, to concur with the Commission and promote Brad Mann to the rank of Sergeant. The motion carried by a unanimous roll call vote.

**Berwyn City Council Minutes**  
**April 28, 2020 continued**

J. Reports from the Staff:

J-4 - Public Works – Award Bid: Ald. Ruiz made the motion, seconded by Ald. Lennon, to concur with the Public Works Director and award the bid for a Four Ton Trailer Mounted Asphalt Hot Box Recycler to Midwest Paving Equipment as the lowest responsible bidder for an amount not to exceed \$35,911.00. The motion carried by a unanimous roll call vote.

J-5 – Renewal of Police and Fire Pension Fiduciary Funds: Ald. Nowak made the motion, seconded by Ald. Lennon, to approve the renewal of the Berwyn Police Pension fiduciary insurance with Ullico for \$6,329.00 for payment of premium and fees. The motion carried by a unanimous roll call vote. Ald. Nowak made another motion, seconded by Ald. Lennon, to approve the police renewal for fiduciary insurance for the Berwyn Fire Pension Fund with Ullico for \$5,158 covering premium and fees. The motion carried with a unanimous roll call vote.

J-6 – Renewal of Property, Inland Marine, and Auto Physical Damage Policies: Ald. Nowak made the motion, seconded by Ald. Fejt, to approve renewal of Property, Inland Marine, and Auto Physical Damage insurance policies with Travelers Insurance for \$134,734.00. The motion carried by a unanimous roll call vote.

K. Consent Agenda:

Motion by Ald. Avila, seconded by Ald. Nowak, to approve items K-1 through K-10 as submitted. The motion carried by a unanimous voice vote.

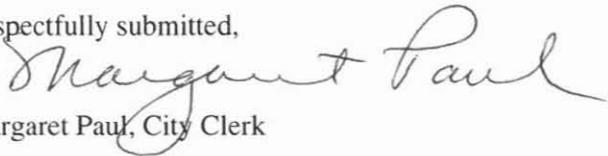
Mayor Lovero announced the re-opening of City Hall scheduled for May 19, 2020 with limitations on the number of people allowed in at one time. People entering must allow their temperature to be taken and be required to wear masks. He will make public announcements with City Hall entry rules. All State social distancing requirements will be adhered to.

City vehicle sticker will go on sale on May 15, 2020. Residents will be encouraged to purchase the stickers on-line. Residents may mail in renewals or drop them in the Over Night Deposit slot.

Aldermanic Committee Meetings: Ald. Reardon announced she will conduct a Zoom 3<sup>rd</sup> Ward Meeting scheduled for May 21, at 6:30 p.m.

Adjournment: Ald. Nowak made the motion, seconded by Ald. Lennon, to adjourn. The motion carried by a unanimous voice vote. The meeting adjourned at the hour of 8:40 p.m.

Respectfully submitted,



Margaret Paul, City Clerk

# MEMORANDUM

E-1

**TO:** Mayor Robert Lovero, Members of the City Council

**CC:** Ruth Siaba Green, City Administrator

**FROM:** David Hulseberg, Executive Director/CEO

**Date:** May 21, 2020

**RE:** **First Quarter 2020 Report**

Please find attached the Berwyn Development Corporation's First Quarter Report of 2020. This report is being provided pursuant to its contract with the City of Berwyn. A copy of this document is also posted on the BDC website for public viewing.



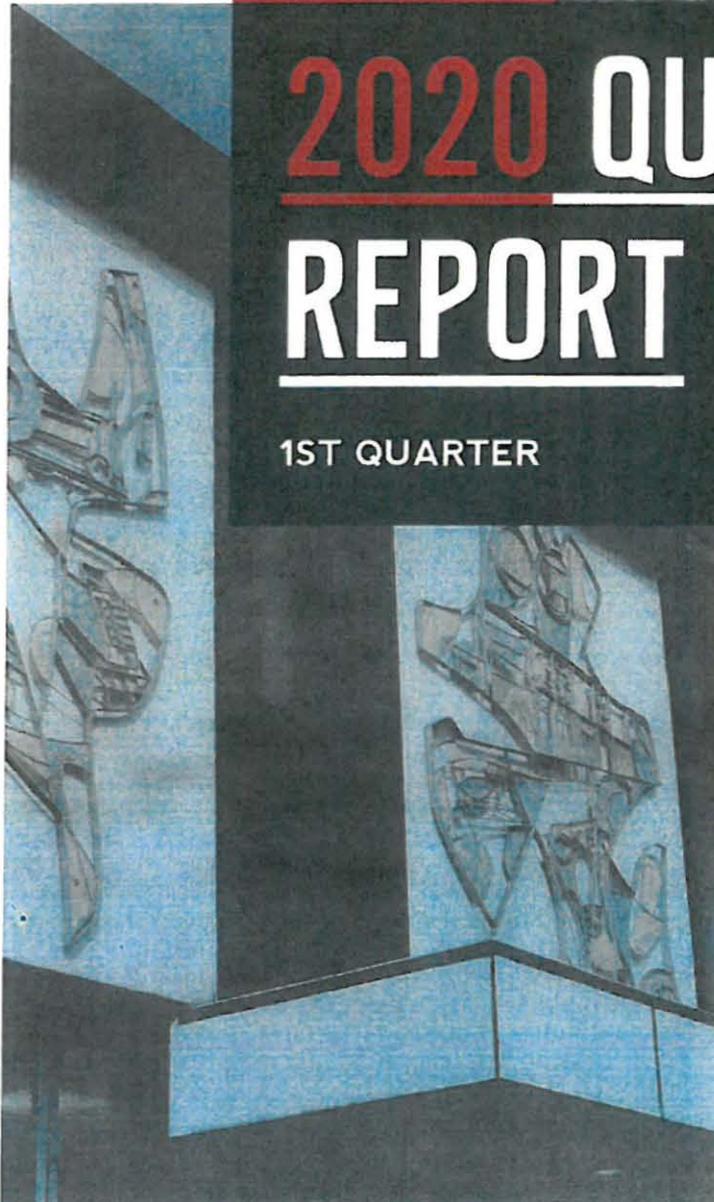
berwyn development  
CORPORATION



BERWYN DEVELOPMENT CORPORATION

# 2020 QUARTERLY REPORT

1ST QUARTER



3322 S Oak Park Ave, 2nd Fl | Berwyn, IL 60402  
(708) 788-8100 | [info@berwyn.net](mailto:info@berwyn.net) | [Berwyn.net](http://Berwyn.net)

 @BerwynDevelopmentCorporation

 @Berwyn Development Corporation

# 2020 JANUARY-MARCH

## TIMELINE

### JAN

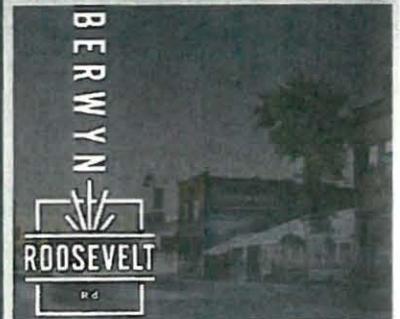
- BDC 2020 Annual Meeting/Piper & Ashby Award
- BDC Launch of the Finish Line Grant in the Harlem TIF District, Renewal in the Roosevelt and Depot TIFs
- Tax Increment Financing Joint Review Board Meeting
- Ribbon Cutting Ceremony for Cameo Dental Specialists
- BDC Women in Business Monthly Meeting
- BDC's Nonprofit Roundtable Monthly Meeting

### FEB

- Ribbon Cutting Ceremony for La Borra del Café
- BDC Women in Business Monthly Meeting
- BDC's Nonprofit Roundtable Monthly Meeting
- Amendment to Berwyn Zoning Code Allowing for Craft Cannabis Growers, Infusers, Processors and Transporters. Approved: 8-0

### MAR

- BDC Seminar | Feminine Leadership in the Modern Workplace with Dr. Judith Wright
- Harlem TIF Boundary Extension. Approved: 7-0 Vote
- Creation of the Ridgeland Avenue TIF. Approved: 6-1 Vote



#### BDC SEMINAR

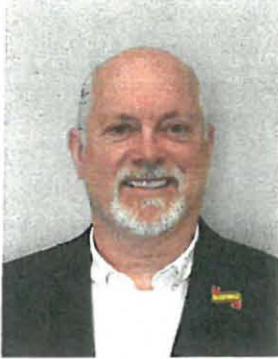
#### FEMININE LEADERSHIP IN THE MODERN WORKPLACE



In this dynamic presentation, Dr. Judith will discuss how to unleash your leadership and unlock your potential.

Thursday, March 5 | 11:30am-2pm  
Paisans Pizzeria & Bar

# LETTER FROM THE EXECUTIVE DIRECTOR



**DAVID  
HULSEBERG**

As the Executive Director of the Berwyn Development Corporation (BDC), I would like to welcome you to our 1st Quarter Report for 2020. Within this report you will find valuable information on how the BDC has contributed to economic development in the City of Berwyn. The start of 2020 was filled with celebrations and milestones, as well as challenges from the onset of the COVID-19 pandemic. We worked to ensure our businesses were aware of new resources in a rapidly changing world. Throughout Q1 2020, the BDC focused its efforts on outreach, engagement, and business retention.

In an effort to increase community engagement, the BDC continued to raise Berwyn's profile in the region through our highly successful Why Berwyn? integrated marketing campaign, which reaches more than 1 million people annually. This year we have recalibrated our campaign to target new neighborhoods in Chicago based on our successes to date. Additionally, we will focus efforts in highlighting our local amenities, unique retail and handcrafted food and beverage.

Despite a focus on resources and retention, the BDC continued to make strides in business attraction. In Q1 2020 we hosted two ribbon cutting ceremonies. The BDC also responded to more than 45 requests for information from prospective businesses.

In direct service for and recognition of our BDC members, the Berwyn Development Corporation hosted 5 seminars and educational events, and marketed Berwyn at 11 conferences and trade shows. In our new reality, our educational offerings have shifted online. We will continue to provide these resources in a digital platform and look forward to supporting our members. Additionally, we continue to publish crucial economic development resources in our periodic e-blasts to update businesses on new programs.

The BDC continued to assist our business champions to adapt and expand in this new and changing economic environment. The BDC continued offering our Commercial Loan and Microloan Programs, adding two new businesses to our pool in Q1 2020. The BDC also renewed our Finish Line Grant and Pay As You Go Programs in our Roosevelt and Depot TIF districts. With the addition of the Harlem TIF district, the BDC has \$500,000 budgeted for matching grants, which represents a 500% increase in funds from 2019.

The BDC also increased the reach of our economic development tools. In Q1 2020, we completed the extension of the Harlem TIF boundary to include the entirety of the Cermak Road commercial corridor. This extension will allow Berwyn to share the economic successes of the Harlem TIF more broadly. In Q1 2020, the BDC also finalized the creation of the Ridgeland TIF district, which we hope will provide additional redevelopment incentives for our industrial properties.

We are proud of our diverse business community. Q1 2020 brought challenges, but also allowed us to examine our strengths. The BDC continues to grow our resources to aid and support our business community by any means possible. We look forward to the rest of 2020 with optimism. Our community is strong and resilient. We'll continue to build together.

Sincerely,

David Hulseberg

## Berwyn Development Corporation Contract with the City of Berwyn

### A. Business Attraction:

- a. The BDC provided information to 45 new business prospects on land, buildings, demographics, labor force, housing, education, infrastructure, and other relevant information.
- b. The BDC engaged in the following business attraction services on behalf of the City of Berwyn
  - i. The BDC renewed and increased funding for the following programs in Q1 2020:
    1. The Finish Line Grant Program - A matching grant for the rehabilitation of existing properties in Berwyn's TIF districts. The sliding scale program was renewed in the Roosevelt and Depot TIF districts and introduces to the newly extended Harlem TIF district. The BDC has budgeted \$500,000 for 2020.
    2. The Pay As You Go Incentive - Renewed for 2020, and in the process of executing two agreements in Q2 2020.
  - ii. The BDC established relationships in the real estate community by meeting with real estate professionals and participated in community events (Trade Shows) as time and resources permitted. BDC staff attended 11 events, including the following:
    1. LAI Event
    2. Conservation Foundation
    3. Illinois Financial Forecast Forum
    4. Multi-Chamber Economic Outlook
    5. NIU Event
    6. REIA Event
    7. Chicago Association of Realtors Presentation
    8. Illinois DCEO Networking Event
    9. Women in Business Events
    10. Costar Networking Event

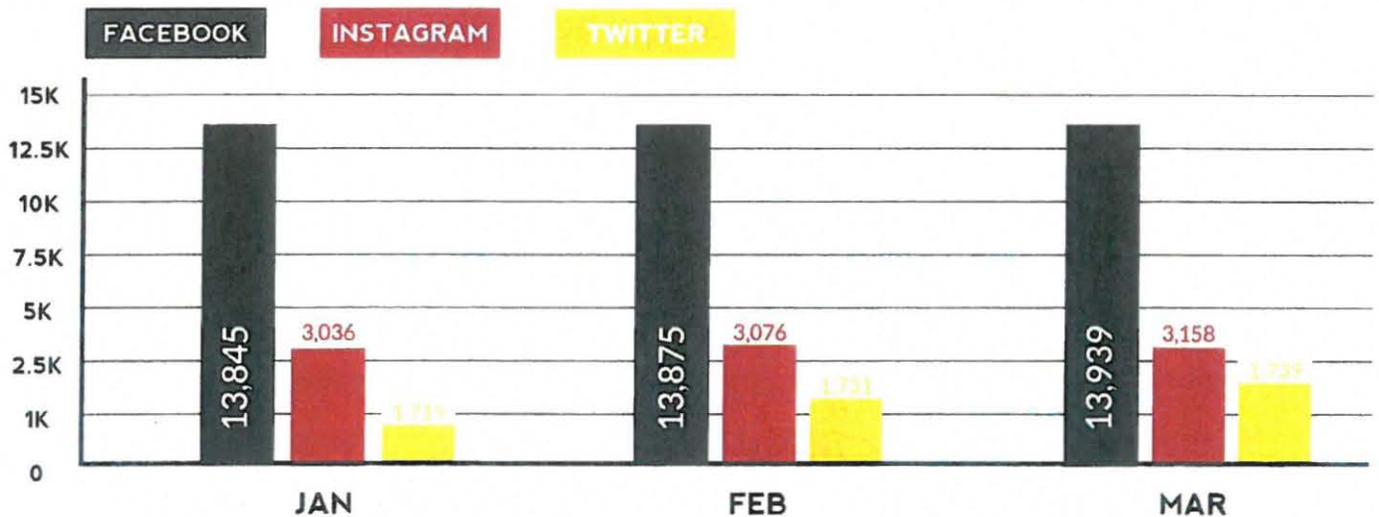
*Contract continued on next page*

Contract continued

**B. Business Retention and Expansion**

- a. The BDC sought out information from the business community
  - i. The BDC served as a resource to our business community, providing economic and real estate information to 235 existing businesses looking to expand or relocate in Berwyn.
  - ii. The BDC updated information on Berwyn's economic profile, expanding the depth and breadth of information available on our website. This includes an available properties map, sales tax data, vacant properties map and quarterly reports, and quarterly building permit reports.
  - iii. The BDC continued tracking businesses receiving a business license, as well as all commercial transfer stamps, in order to make the first "touch" and welcome new businesses to the community.

## SOCIAL MEDIA RESULTS



AVERAGE FACEBOOK POST REACH

2,673



AVERAGE INSTAGRAM POST REACH

89

## E-BLAST MARKETING RESULTS



CONSTANT CONTACT E-BLAST SUBSCRIBERS

4,000

AVERAGE OPEN RATE: 30%

E-2

# MEMORANDUM

**TO:** Mayor Robert Lovero, Members of the City Council

**CC:** Ruth Siaba Green, City Administrator

**FROM:** Erika Corona Owens, Division Director of Chamber Services

**Date:** May 21, 2020

**RE:** WhyBerwyn Marketing Campaign

The City of Berwyn launched their Integrated Marketing Campaign in 2007 in order to differentiate the City of Berwyn from the many suburbs of Chicago. In 2014, the BDC undertook a year of research to refresh Berwyn's look and brand to reflect our community's rich history and forward momentum. The City of Berwyn and the Berwyn Development Corporation (BDC) launched a refreshed face for the campaign with a new tagline, "Nothing Like a Suburb." The "Nothing Like a Suburb" campaign is now in its sixth year with two new billboard designs adorning the streets of Chicago. Berwyn is positioned as a top-choice destination for first-time homebuyers. We believe that Berwyn cannot be blended into suburbia because it is a thriving, self-made city defined by our local pride, accessible nightlife and warm, welcoming attitude. Our community diversity, growing arts movement, eclectic music scene and growing retail and dining experiences makes Berwyn a community offering city amenities with a neighborhood feel outside of Chicago.

As a result of COVID-19 we have shifted our efforts from heavy billboard and large events to more of a digital presence and renewed small events concepts that highlight our many amenities. An overview of our updated concepts is demonstrated below:

### WhyBerwyn Marketing Campaign Concepts

	2019 Budget	2019 Expenses	Initial 2020 Budget	Updated Proposed 2020
Billboards	\$ 65,000.00	\$ 59,895.00	\$ 55,000.00	\$ 45,000.00
CTA Platforms/bus stops	\$ 8,000.00	\$ 7,929.24	\$ 15,000.00	\$ -
Special Events	\$ 13,500.00	\$ 12,824.00	\$ 13,000.00	\$ 5,000.00
Website	\$ 10,000.00	\$ 11,675.00	\$ -	\$ 2,000.00
Photography/video	\$ 5,000.00	\$ 4,750.00	\$ 2,500.00	\$ 8,000.00
WhyBerwyn Swag	\$ 1,000.00	\$ 1,127.44	\$ 1,000.00	\$ -
Print Marketing	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00
Booth Activation & Marketing in the LGBTQ Community (HalstedMarket Days)	\$ 4,500.00	\$ 3,500.00	\$ 4,500.00	\$ -
Digital/SEO/SEM	\$ 5,000.00	\$ 2,725.00	\$ 2,500.00	\$ 15,000.00
<b>TOTAL</b>	<b>\$ 115,000.00*</b>	<b>\$ 107,425.68</b>	<b>\$ 100,000.00</b>	<b>\$ 81,500.00</b>

\*BDC contribution: \$20,000.00

As a result of COVID-19 we have had to shift our efforts from heavy billboard and large events to more of a digital presence and renewed small events concepts that highlight our many amenities.

**Billboards:** Maintain a presence in the Chicagoland community with a focus in neighborhoods with high foot traffic counts and a diverse demographic. (Pilsen, Humboldt park, Logan Square, Andersonville, Boys Town, Bronzeville and the West Loop.)

**Special Events:** Create experiences that the community can take part in over a period of time vs just one weekend. Examples:

- **Taste of Cermak over the 2 week period.** No large gatherings. Restaurants would take reservations or have carry out specials. Similar to Elmwood Parks Food Tour or Chicago's restaurant week. **(November)**
- **Brews and Bites along Roosevelt Rd. (September)** No large gatherings. Restaurants would take reservations or have carry out specials. Similar to Elmwood Parks Food Tour or Chicago's restaurant week.
- **Art al Fresco in the Depot District:** Enjoy walking tours of the Depot Art District. Get out, walk, enjoy art and support local businesses.

**Website/Photography/Video:** Expand the video series we created of our community 2 years ago. Each TIF corridor would have 8 to 10 videos created of their unique character, history and business offerings. For example, a video series of the Mother Rd to be released in August that plays homage of the Mother Rd. During the month long release businesses could host dining and shopping specials.

**Here are samples of the past videos we've created:**

**Leisure and Entertainment:**

- <https://youtu.be/adim27yqBIA>

**Dining**

- <https://youtu.be/MGGicQNGvq0>

**Merchants:**

- <https://youtu.be/ckIT5BMsLPk>

**Craft Food and Drink:**

- <https://youtu.be/AF-IT11xd2I>

**Berwyn's Best:**

We will bring back this concept modeled after Chicago's Best to feature many of Berwyn's businesses based on community vote.

**Print Marketing:**

- This will be used to pay for ads and paid for written content marketing the City of Berwyn.

**Digital: SEO/SEM:**

- We have decided to increase our efforts on the digital side. We want Berwyn to be at the top of search engines for prospective consumers.
- We are working with Visit Oak Park our visitor's bureau to leverage our relationship and double our investment. For every 10K invested, Visit Oak Park will invest 10K of their own dollars.

# MEMORANDUM

E-3

**TO:** Mayor Robert Lovero, Members of the City Council

**CC:** Ruth Siaba Green, City Administrator

**FROM:** David Hulseberg, Executive Director/CEO

**Date:** May 21, 2020

**RE: A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN LETTER OF INTENT FOR THE PURCHASE OF PROPERTY LOCATED AT 3322 SOUTH OAK PARK AVENUE FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

The City has long encouraged the redevelopment of the property located at 3322 S. Oak Park avenue. The City and the Berwyn Development Corporation (BDC) have worked collaboratively to seek redevelopment of this property. In as much as this property remains underutilized it behooves the City to seek to acquire this property for future economic redevelopment purposes.

The attached resolution provides the ability of the BDC to seek to acquire the above captioned property on behalf of the City of Berwyn.

**Recommendation:** The BDC recommends that the City Council approve a RESOLUTION AUTHORIZING AND APPROVING A CERTAIN LETTER OF INTENT FOR THE PURCHASE OF PROPERTY LOCATED AT 3322 SOUTH OAK PARK AVENUE FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

**RESOLUTION**  
NUMBER \_\_\_\_\_

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN  
LETTER OF INTENT FOR THE PURCHASE OF PROPERTY LOCATED  
AT 3322 SOUTH OAK PARK AVENUE FOR THE CITY OF BERWYN,  
COUNTY OF COOK, STATE OF ILLINOIS.**

**Robert J. Lovero, Mayor**  
**Margaret Paul, City Clerk**

**James "Scott" Lennon**  
**Jose Ramirez**  
**Jeanine L. Reardon**  
**Robert W. Fejt**  
**Cesar A. Santoy**  
**Alicia M. Ruiz**  
**Rafael Avila**  
**Anthony Nowak**  
**Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this  
\_\_\_ day of \_\_\_\_\_, 2020.

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

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN LETTER OF INTENT FOR THE PURCHASE OF PROPERTY LOCATED AT 3322 SOUTH OAK PARK AVENUE FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the City is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Citizens Bank – Illinois, N.A. (the “Seller”) is the owner of that certain real property located at the address commonly known as 3322 S. Oak Park Avenue, Berwyn, Illinois 60402, together with the improvements thereon and all such interests, easements, rights-of-way and appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the “Property”); and

WHEREAS, the City desires to purchase the Property; and

WHEREAS, there exists a certain letter of intent, a copy of which is attached hereto as Exhibit A, which sets forth certain non-binding provisions and certain binding provisions with respect to the Berwyn Development Corporation’s (the “BDC”) possible acquisition of the Property on behalf of the City (the “LOI”); and

WHEREAS, execution of the LOI does not authorize the purchase of the Property by the BDC or the City, and the LOI shall be freely terminable by the BDC; and

WHEREAS, the non-binding provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation on the part of, the City, the BDC or the Seller, and the City, the BDC and the Seller shall not have any liability with respect to the non-binding provisions until a real estate purchase agreement is executed and delivered by and between the BDC, or the City, and the Seller; and

WHEREAS, the Mayor of the City (the "Mayor") and City Council (the "City Council", collectively, the "Corporate Authorities") have determined that it is in the best interest of the City to authorize the execution of the LOI;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City's home rule powers, as follows:

**Section 1.** The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated into this Resolution as if set forth in full.

**Section 2.** The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to approve the LOI with terms substantially similar to the terms set forth in Exhibit A.

**Section 3.** The LOI, with terms substantially similar to the terms set forth in Exhibit A, is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director of the BDC (the "Executive Director") and the BDC's Attorney (the "Attorney").

**Section 4.** The Attorney is hereby authorized to negotiate additional terms of the LOI as needed and undertake any and all actions on the part of the City and the BDC to effectuate the intent of this Resolution.

**Section 5.** The Executive Director, or his designee, is hereby authorized and directed to execute the LOI, with such insertions, omissions and changes as shall be approved by the Mayor, the Executive Director and the Attorney. The City Council further authorizes the Executive Director, or his designee, to execute any and all additional documentation and to fill in such figures and amounts that may be necessary to carry out the intent of this Resolution. The officers, employees and/or agents of the City and BDC are authorized and directed to take all action necessary or reasonably required by the City and BDC to carry out, give effect to and consummate the LOI contemplated herein and shall take all action necessary in conformity therewith.

**Section 6.** All prior actions of the City's and BDC's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

**Section 7.** The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 8.** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 9.** This Resolution shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on  
 this \_\_\_\_ day of \_\_\_\_\_ 2020, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
<b>TOTAL</b>				

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
 Robert J. Lovero  
 MAYOR

ATTEST:

\_\_\_\_\_  
 Margaret Paul  
 CITY CLERK

EXHIBIT A

May 20, 2020

Citizens Bank  
3322 S. Oak Park Ave  
Berwyn, Illinois 60402

**Re: Non-Binding LOI to Purchase and Good Faith Offer Letter – Berwyn Development Corporation, an Illinois Not for Profit Corporation**

Dear Citizens Bank:

Subject to the execution of a definitive and mutually acceptable agreement of purchase and sale ("Purchase Agreement") within fifteen (15) days after execution of this Non-Binding Letter of Intent (the "Contract Negotiation Period"), the undersigned offers to purchase the "Subject Property" in accordance with the following terms and conditions:

- 1) **Seller(s):** Citizens Bank – Illinois, N.A. with contact information as follows: Citizens Bank, 3322 S. Oak Park Avenue, Berwyn, Illinois 60402.
- 2) **Buyer:** The Berwyn Development Corporation, an Illinois not for profit corporation, with contact information as follows: David Hulseberg, Executive Director, Berwyn Development Corporation, 3322 South Oak Park Avenue, Berwyn, Illinois 60402. The City of Berwyn has ordered and directed the Berwyn Development Corporation to acquire the Subject Property for economic development purposes. Buyer may assign its interest to the City of Berwyn without Seller approval. The terms "Purchaser" and "Buyer" shall be used synonymously in this letter.
- 3) **Purchase Price:** \$1,350,000 plus or minus prorations. Attached hereto as Exhibit A is an Appraisal to support the Purchase Price.
- 4) **Subject Property:** 3322 S. Oak Park Avenue, Berwyn, Illinois 60402 (PINs: 16-31-127-050-0000;16-31-127-051-0000).
- 5) **Earnest Money:** Purchaser shall deliver \$ 5,000 of Earnest Money into a joint order escrow. \$2,500 of Earnest Money shall become non-refundable and applicable to the purchase price at the expiration of the Due Diligence Period. The Earnest Money shall be paid within five (5) business days of the Contract Date. The Earnest Money shall be applicable to the Purchase Price at Closing. The Earnest Money shall be returned to the Purchaser if the contract is (a) terminated prior to the expiration of the Due Diligence Period or (b) in the event the parties do not close based on the act or omission of the Seller.
- 6) **Due Diligence Period:** "Due Diligence Period" shall extend seventy-five (75) days from the date of contract execution ("Contract Date") to allow Purchaser to conduct its due diligence.
- 7) **Existing Survey & Materials:** Seller shall provide a list of relevant documents in its possession during negotiation of the definitive documents. The listed documents will be provided to Purchaser on the Contract Date.
- 8) **Documents and Materials:** All documents and other materials ordered, developed and otherwise prepared by Purchaser and its agents shall be concurrently shared with and will also become the property of Seller.

- 9) **Closing Dates and Purchase Price:** The Purchase Price shall be paid at the "Closing" which shall occur thirty (30) days after the expiration of the Due Diligence Period.
- 10) **Title; Title Company:** Seller shall pay for a Title Insurance Policy ("Policy") in the amount of the Purchase Price to be delivered at Closing. The Policy shall be delivered by a title company licensed to do business in Illinois ("Title Company"). The Policy shall be delivered showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer. A commitment to issue the Policy shall be issued by the Title Company no later than forty-five (45) days after the Contract Date.
- 11) **Other Provisions:** The Purchase Agreement may contain other provisions such as, but not limited to, a liquidated damages clause, attorney's fees, notices, mutual indemnifications and the like. Possession shall be delivered at Closing. Real estate taxes shall be prorated by and between Buyer and Seller at the Closing.
- 12) **Commission:** Neither Seller nor Buyer utilized the services of a real estate brokerage firm or professional.
- 13) **Cooperation:** Seller and Purchaser shall reasonably and in good faith cooperate in furtherance of this transaction.

I am an attorney authorized and directed to negotiate the acquisition of the Subject Property. It is understood that this letter is not intended, nor shall it be construed, to create any binding agreement or obligation between the Buyer and the Seller unless and until definitive documents are executed by the parties. This letter construes only a statement of the intent of the Buyer and the Seller. Each Buyer and Seller agrees and acknowledges that the costs incurred in completing this letter of intent is the risk, individually, of the Buyer and Seller. If the terms and conditions set forth above are acceptable to the parties, please indicate such acceptance by having an authorized signatory from each party sign this letter where indicated and return the signed copy on or before June 20, 2020. If Buyer has not received a signed copy of this letter by said date, this letter shall be automatically null and void. Each party may terminate the negotiations under this letter prior to the execution of a binding Purchase and Sales Agreement.

Very Truly Yours,  
Del Galdo Law Group, LLC

By: James Vasselli  
An Attorney for the Berwyn Development  
Corporation

cc: David Hulseberg, Executive Director, Berwyn Development Corporation

***[SIGNATURE PAGE TO FOLLOW]***

**Accepted and Agreed:**

**SELLER:**

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

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

**PURCHASER:**

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

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

# MEMORANDUM

EY

**TO:** Mayor Robert Lovero, Members of the City Council

**CC:** Ruth Siaba Green, City Administrator

**FROM:** David Hulseberg, Executive Director/CEO

**Date:** May 21, 2020

**RE: AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 19-01 RELATED TO THE VACATION, ABROGATION AND RELEASE OF A CERTAIN ALLEY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

The plat that was previously provided to the City by the petitioner for the vacation of the alley provided a provision for vacating instead of abrogating and releasing. This error now causes the plat and associated documents to be revised.

**Recommendation:** BDC staff recommend that the City Council approve AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 19-01 RELATED TO THE VACATION, ABROGATION AND RELEASE OF A CERTAIN ALLEY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 19-01 RELATED TO THE VACATION, ABROGATION AND RELEASE OF A CERTAIN ALLEY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

**Robert J. Lovero, Mayor**  
**Margaret Paul, City Clerk**

**James "Scott" Lennon**  
**Jose Ramirez**  
**Jeanine Reardon**  
**Robert Fejt**  
**Cesar A. Santoy**  
**Alicia M. Ruiz**  
**Rafael Avila**  
**Anthony Nowak**  
**Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 19-01 RELATED TO THE VACATION, ABROGATION AND RELEASE OF A CERTAIN ALLEY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

**WHEREAS**, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

**WHEREAS**, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to protecting the health, safety and welfare of the City, its residents, and the promotion of various businesses within the City; and

**WHEREAS**, the City previously passed Ordinance Number 19-01, vacating the Alley pursuant to a Plat of Vacation (the “Original Plat”) and an Alley Vacation Agreement (the “Original Agreement”) with GW Berwyn, LLC (the “Owner”); and

**WHEREAS**, after the passage of Ordinance Number 19-01, the Original Plat and the Original Agreement were subsequently revised and the Corporate Authorities find that it is necessary to repeal and replace Ordinance Number 19-01 to adopt a revised Plat of Vacation, Abrogation and Release (the “Revised Plat”) and to further approve a revised Agreement with the Owner (the “Revised Agreement”), a copy of which is attached hereto and incorporated herein as “Exhibit A”; and

**WHEREAS**, the City is the owner of a certain public alley located within the corporate limits of the City (the “Alley”) which is legally described on the Revised Plat, attached as “Exhibit A-1” to “Exhibit A,” which is attached hereto and incorporated herein; and

**WHEREAS**, pursuant to Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1), whenever the corporate authorities of a municipality determine that the public interest will be served by vacating any street or alley, or part thereof, within their jurisdiction they may vacate that street or alley, or part thereof, by an ordinance; and

**WHEREAS**, the Alley abuts certain real property owned by Owner which is legally described in “Exhibit A-2” of “Exhibit A”, attached hereto and incorporated herein (the “Subject Property”); and

**WHEREAS**, there exists an Alley Vacation, Abrogation and Release Agreement (the “Agreement”) whereby the Owner desires to acquire title to those portions of the Alley not heretofore vacated, in accordance with 65 ILCS 5/11-91-1 *et seq.*, the terms of the Agreement and the Revised Plat and whereby the Owner will make certain improvements to the alley east of the vacation; and

**WHEREAS**, the Corporate Authorities have determined that the public interest will be served by vacating the Alley in connection with the redevelopment of the surrounding area; and

**WHEREAS**, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the City and its residents to direct that title to the Alley shall vest in the Subject Property; and

**WHEREAS**, the City has reserved certain easements, as set forth in the Agreement, (the “Easements”) and such Easements are reserved and granted pursuant to the Revised Plat; and

**WHEREAS**, based on the foregoing, the Corporate Authorities desire to rescind Ordinance Number 19-01, vacate the Alley in accordance with Section 11-91-1 of the Municipal Code and the Revised Plat and vest title to the same in the Subject Property;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City's home rule powers, as follows:

**Section 1.** The statements set forth in the preambles to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

**Section 2.** That Ordinance Number 19-01 is hereby repealed and replaced with this Ordinance. That the Alley is hereby vacated according to the Revised Plat. Title to the Alley shall be vested in the Subject Property. Further that the Agreement described herein and attached hereto is approved.

**Section 3.** The Mayor or his designee is hereby authorized to execute the Plat of Vacation, Abrogation and Release, the Agreement, and any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the intent of this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the intent of this Ordinance. The City Clerk is further authorized to counter-sign, affix the Seal of the City, and shall take all action necessary or reasonably required to carry out, give effect to, and consummate the intent of this Ordinance and shall take all action necessary in conformity therewith.

**Section 4.** All prior actions of the City's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

**Section 5.** The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 6.** All ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.** This Ordinance shall be immediately in full force and effect after passage, approval, and publication or as otherwise provided by law. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

[Remainder of page intentionally left blank.]

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this  
 \_\_\_ day of \_\_\_\_\_ 2020, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Nowak				
(Mayor Lovero)				
<b>TOTAL</b>				

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Robert J. Lovero  
 MAYOR

ATTEST:

\_\_\_\_\_  
 Margaret Paul  
 CITY CLERK

**EXHIBIT A**

**ALLEY VACATION, ABROGATION AND RELEASE AGREEMENT**

**THIS ALLEY VACATION, ABROGATION AND RELEASE AGREEMENT** (the “Agreement”) is made and entered into as of this \_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between GW Berwyn LLC, an Illinois limited liability corporation (the “Owner”), and the City of Berwyn, Illinois, an Illinois municipal corporation (the “City”). (For convenience, the Owner and the City may be referred to individually as a “Party” and collectively as the “Parties.”)

**W I T N E S S E T H:**

**WHEREAS**, the Owner operates activities from certain real property located in the City near 7148 Ogden Ave, Berwyn, Illinois (the “Property”); and

**WHEREAS**, title to the Property is held by the Owner; and

**WHEREAS**, the Property abuts a certain public alley (the “Alley”), as depicted in Exhibit A-1, the Plat of Vacation, Abrogation and Release (the “Revised Plat”), a copy of which is attached hereto and incorporated herein; and

**WHEREAS**, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, authorizes the corporate authorities of any municipality to vacate any street or alley, or part thereof, within their jurisdiction by passage of an ordinance upon determining that the public interest will be served by such vacation; and

**WHEREAS**, the Alley mainly serves the Property, which is owned by the Owner; and

**WHEREAS**, as such, it is no longer in the public interest for the City to own and maintain the Alley as depicted in Exhibit A-1; and

**WHEREAS**, the Alley has been appraised and valued at five thousand dollars (\$5,000); and

**WHEREAS**, the Owner has agreed to make specific improvements to the alley east of the vacation valued at over five thousand dollars (\$5,000) (the “Improvements”) in exchange for the title to the Alley; and

**WHEREAS**, the areas to be vacated are legally described in Exhibit A-2; and

**WHEREAS**, the Improvements are set forth in Exhibit A-3, a copy of which is attached hereto and incorporated herein; and

**WHEREAS**, the Corporate Authorities have therefore determined that the public interest will be served by vacating the Alley and vesting title to the vacated Alley in the Owner in accordance with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **Vacation, Abrogation and Release of Alley.** Upon execution of this Agreement by the Parties and performance of all conditions precedent by the Owner, the City will proceed to vacate the Alley (the "Vacation"), thereby vesting title to the same in the Owner, in accordance with the Plat. The areas to be vacated are legally described in Exhibit A-2, incorporated herein. The Owner, at its sole cost and expense, shall provide a copy of the Revised Plat to the City for approval.

The Owner hereby agrees to record the Revised Plat with the Cook County Recorder of Deeds at its sole cost and expense within sixty (60) days of approval of the same by the Corporate Authorities of the City. The Owner shall provide a recorded copy of the Revised Plat to the City within fifteen (15) days of the recording of the same.

The Owner further agrees to undertake and discharge those matters set forth on Exhibit A-3. The City's obligation to proceed with its obligations under this agreement are wholly contingent upon the Owner discharging the obligations set forth on Exhibit A-3 and the same will serve as a condition precedent to proceed on the part of the City. Payment of any funds will not suffice to satisfy Owner's obligations under this agreement, but only the discharge of those obligations as set forth on Exhibit A-3. The Parties herein specifically re-affirm the sufficiency of the consideration of Exhibit A-3 for the discharge of the obligations under this Agreement.

3. **Easements.**

**A. City Easements.** The Parties agree that the ordinance causing the Vacation and the Revised Plat shall reserve to the City and to any public or private utilities, including, but not limited to, any public service facilities on the Property ("Facilities"), rights of way and easements as, in the judgment of the Corporate Authorities, are necessary or desirable for continuing public service. This includes an easement to operate, maintain, construct, install replace, renew and repair water mains, sewers, sewer inlets and associated equipment and facilities for the distribution of water and storm and sanitary sewage under, over and along the Alley with the right of ingress and egress (collectively, the "City Easements"). The Owner agrees to cooperate with the City and

any public and private utilities, as necessary, in order to ensure that the final, recorded versions of the Plat, and any other required documents to be recorded, contain all necessary language effectuating the City Easements to the satisfaction of the City, in its sole discretion. The Owner hereby agrees and acknowledges that no permanent structures may be constructed or installed which limits or restricts the City's access to the City Easements or restricts access of adjacent property owners to repair and/or maintain their properties and structures.

**B. Neighboring Property Easements.** The Parties agree that the ordinance causing the Vacation shall reserve rights on ingress and egress to the owners or occupants of any neighboring properties, as legally described on the Plat (the "Neighboring Property Easements", and with the City Easements, the "Easements"). The Owner agrees to cooperate with the City in order to ensure that the final, recorded versions of the Plat, and any other required documents to be recorded, contain all necessary language effectuating the Neighboring Property Easements to the satisfaction of the City, in its sole discretion. The Owner hereby agrees and acknowledges that no permanent structures may be constructed or installed which limits or restricts the Neighboring Property Easements or restricts access of adjacent property owners to repair and/or maintain their properties and structures.

4. **Entirety and Binding Effect.** This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by any Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
5. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To Owner: GW Berwyn LLC  
Attention: Mitch Goltz  
2211 N. Elston Ave., Suite 304  
Chicago, IL 60614

To the City: City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

With a Copy to: Del Galdo Law Group, LLC  
Attention: James M. Vasselli, Esq.  
1441 South Harlem Avenue  
Berwyn, Illinois 60402  
Facsimile: 708-222-7001

7. **Assignment.** This Agreement is personal in character and the Owner shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the City. No assignment, even if consented to by the City (which consent may be granted or withheld in the City's sole discretion) shall in any way reduce or eliminate the liability of the Owner under this Agreement.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.
9. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
10. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
11. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived

orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.

12. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
13. **Effective Date.** The Effective Date shall be the last date on which either Party executes this Agreement.

[Signature page follows.]

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

GW BERWYN, LLC, an Illinois limited  
Liability corporation

THE CITY OF BERWYN, Illinois, an  
Illinois municipal corporation

Mitch Goltz  
Printed Name

Robert Lovero.  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Mayor  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Margaret M. Paul  
City Clerk

(SEAL)

**EXHIBIT A-1**

**PLAT OF VACATION, ABROGATION AND RELEASE**



**EXHIBIT A-2**

**Legal Description**

THAT PART OF THE 18 FOOT WIDE PUBLIC ALLEY ADJOINING THE SOUTH, SOUTHEASTERLY AND EASTERLY LINES OF LOTS 7, 8, 9 AND 10 IN GEORGE TALAFON'S RESUBDIVISION OF LOTS 1 TO 18 AND VACATED ALLEYS IN BLOCK 2 AND LOTS 1 TO 11 IN BLOCK 1 ALL IN GEORGE TALAFON'S SUBDIVISION OF BLOCK 39 IN CIRCUIT COURT PARTITION OF PARTS OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF THE 18 FOOT WIDE PUBLIC ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 01 DEGREES 55 MINUTES 26 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 10, BEING ALSO THE WESTERLY LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 21.45 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 10; THENCE NORTH 64 DEGREES 39 MINUTES 42 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 8, 9 AND 10, BEING ALSO THE NORTHWESTERLY LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 114.88 FEET (RECORDED 114.82 FEET) TO THE SOUTHEASTERLY CORNER OF SAID LOT 8, BEING ALSO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 88 DEGREES 21 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 7, BEING ALSO THE NORTH LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 3.78 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 01 DEGREES 38 MINUTES 32 SECONDS EAST, A DISTANCE OF 18.00 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 14 IN SAID GEORGE TALAFON'S RESUBDIVISION; THENCE SOUTH 64 DEGREES 39 MINUTES 42 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 14, BEING ALSO THE SOUTHEASTERLY LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 94.27 FEET (RECORDED 94.25 FEET) TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 14; THENCE SOUTH 31 DEGREES 27 MINUTES 55 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 14, BEING ALSO THE SOUTHEASTERLY LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 8.36 FEET TO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF SAID LOT 14; THENCE SOUTH 01 DEGREES 55 MINUTES 26 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 14, BEING ALSO THE WESTERLY LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 4.73 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 88 DEGREES 21 MINUTES 28 SECONDS WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 2,253 SQ. FEET OR 0.0517 ACRES

**EXHIBIT A-3**  
**IMPROVEMENTS**

**CONSTRUCTION ESTIMATE**

**Client:** GW Property Group  
**Project Name:** Alley Reconstruction  
**Project Location:** Ogden / Harlem, Berwyn, IL  
**Site Land Area:** NA  
**Building Area:** NA  
**Tenant Imp. Area:** NA  
**Project Type:** Retail Redevelopment  
**Bid Due Date:** January 14, 2019

**Construction Schedule**  
**Shell / Site:** NA working days  
**Tenant Imp.** NA working days  
**Total Project** NA working days

**Estimate Prep. By:** M Friedman  
**Date:** January 14, 2019



	Category Cost	\$ / SF	Comments
<b>ALLEY RECONSTRUCTION</b>			
Demolition - Existing Alleyway / Walks / Curbs	\$	5,400	
Sawcutting - Concrete / Material	\$	500	
Concrete Paving (900 sf)	\$	8,100	
Concrete Curb & Gutter (80 lf)	\$	2,400	
Concrete - Sidewalks (100 sf)	\$	600	
Truncated Dome Panels (2 ea)	\$	400	
Landscaping	\$	500	
<b>Contractor General Conditions &amp; Fees</b>			
	<b>SUBTOTAL ALLEY RECONSTRUCTION</b>	<b>\$ 17,900</b>	
	<b>TOTAL ALLEY RECONSTRUCTION</b>	<b>\$ 22,375</b>	

Google Maps 3749 Maple Ave

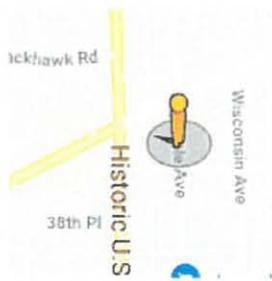


Image capture: Aug 2018 © 2019 Google

Berwyn, Illinois



Street View - Aug 2018





# MEMORANDUM

E-5

**TO:** Mayor Robert Lovero, Members of the City Council

**CC:** Ruth Siaba Green, City Administrator

**FROM:** David Hulseberg, Executive Director/CEO

**Date:** May 21, 2020

**RE:** AN ORDINANCE AMENDING THE CITY OF BERWYN CODE OF ORDINANCES: PART EIGHT, BUSINESS REGULATION AND TAXATION CODE; TITLE TWO, BUSINESS REGULATION; SECTION 801.06, QUALIFICATIONS OF APPLICANTS; AND PART FOURTEEN, BUILDING AND HOUSING CODE; TITLE SIX, MISCELLANEOUS BUILDING REGULATIONS; SECTION 1480, VACANT BUILDINGS AND PROPERTY

The proposed ordinance has had one small modification in Section 2 since it was last provided to City Council on May 12, 2020. This change provides clarification that a business license which is registered to a home residential address is not subject to the requirement of having a licensed nuisance contractor and a licensed exterminator.

See deferred  
Ordinance attached

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

AN ORDINANCE AMENDING THE  
CITY OF BERWYN CODE OF ORDINANCES: PART EIGHT, BUSINESS  
REGULATION AND TAXATION CODE; TITLE TWO, BUSINESS REGULATION;  
SECTION 801.06, QUALIFICATIONS OF APPLICANTS; AND PART FOURTEEN,  
BUILDING AND HOUSING CODE; TITLE SIX, MISCELLANEOUS BUILDING  
REGULATIONS; SECTION 1480, VACANT BUILDINGS AND PROPERTY

**WHEREAS**, the City of Berwyn is a home rule unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, buildings that are vacant and not maintained constitute a public nuisance in that they contribute to the decrease in value of surrounding properties, precipitate disinvestment by neighboring owners, provide a location for criminal activity, undermine the aesthetic character of the neighborhood and the City, and have other undesirable effects; and

**WHEREAS**, allowing certain buildings, to remain indefinitely vacant even in the absence of City code violations or boarding is detrimental to the public health, safety, and welfare; unreasonably interferes with the reasonable and lawful use and enjoyment of other premises within the neighborhood; may pose an extraordinary danger to police officers or firefighters entering the premises in time of emergency; and detracts from the appearance and good order of the neighborhood; and

**WHEREAS**, vacant property that has overgrown grass, weeds, shrubbery and bushes constitute a public nuisance in that it contributes to the decrease in the value of surrounding properties, precipitate disinvestment by neighboring owners, undermines the aesthetic character of the neighborhood and City, and have other undesirable effects; and

**WHEREAS**, registration of vacant properties and implementation of a maintenance plan will discourage property owners from allowing their properties to

remain indefinitely vacant and in a state of disrepair and will thereby provide a basis for the return of vacant properties to the commercial and housing stock; and

**WHEREAS**, the definition, prohibition, and abatement of public nuisances pertain to the government and affairs of the City of Berwyn; and

**WHEREAS**, the City of Berwyn desires to ensure that all business license holders in the City have a plan to remedy any nuisance that should develop at their place of business; and

**WHEREAS**, the City has statutory power to define, prohibit and abate public nuisances pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY BOARD OF TRUSTEES OF THE CITY OF BERWYN, COUNTY OF COOK, ILLINOIS:**

SECTION 1: Each whereas paragraph set forth above is hereby incorporated by reference into this Section 1.

SECTION 2: That the Municipal Code of the City of Berwyn is hereby amended by removing the current PART EIGHT, BUSINESS REGULATION AND TAXATION CODE; TITLE TWO, BUSINESS REGULATION; SECTION 801.06(D), and adding in its place the following, which shall read in its entirety as follows:

(D) "*Compliance With Zoning Code.* Submit an affidavit that his or her proposed use of any premises is not a violation of the Planning and Zoning Code of the city, which identifies a licensed nuisance abatement contractor who will remedy any nuisance that develops, and a licensed exterminator who will remedy any infestation that develops; **unless the business is registered to and having its only place of business located at a**

residential address, in which case said business shall not have to identify a licensed nuisance abatement contractor and licensed exterminator.”

SECTION 3: That the Municipal Code of the City of Berwyn is hereby amended by removing the current PART FOURTEEN, BUILDING AND HOUSING CODE; TITLE SIX, MISCELLANEOUS BUILDING REGULATIONS; SECTION 1480, VACANT BUILDINGS AND PROPERTY, and adding in its place this following Chapter thereto, which shall read in its entirety as follows:

**“CHAPTER 1480: VACANT BUILDINGS AND PROPERTY**

**§ 1480.01 Purpose**

The purpose of this chapter is to establish a program for the identification, registration, and regulation of vacant buildings within the City.

**§ 1480.02 Definitions**

The following words and terms shall have the meanings as written:

- a) “Building” shall mean any structure occupied or intended for supporting or sheltering any occupancy.
- b) “Director” shall mean the Building Director, or his/her duly appointed designee.
- c) “Owner” shall mean any person, agent, operator, firm, or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of the property by a court.
- d) “Premises” shall mean a lot, plot or parcel of land, including any structure thereon.
- e) “Responsible Party” shall mean owners, tenants, occupiers, property managers and lessees.
- f) “Unoccupied Building” shall mean a building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises,

including buildings ordered vacated by the director pursuant to the authority granted under this chapter.

In determining the occupancy status of a building, the director may consider these factors, among others:

1. A building at which substantially all lawful residential or business activity has ceased.
2. The building is substantially devoid of contents. The condition and value of fixtures or personal property in the building are relevant to this determination.
3. The building lacks utility services, i.e., water, sewer, electric or natural gas.
4. The building is subject to a mortgage foreclosure action.
5. The building is not actively for sale as part of a contractual agreement to sell the Building. This may be determined from the lack of any signage on the property listing the property "for sale" or "for rent."
6. The presence or recurrence of uncorrected code violations.

g) "Vacant Building" shall mean any building or portion of a building that is:

1. Unoccupied and unsecured; or
2. Unoccupied and secured by boarding or similar means; or
3. Unoccupied and unsecured for five (5) days or more (for purposes of this definition, "unsecured" shall mean that the doors or windows have not been locked or are broken permitting entry); or
4. Unoccupied with more than one code violation existing for thirty (30) days or more; or

But not including:

Any unoccupied building that is undergoing construction, renovation, or rehabilitation and that is otherwise in compliance with all applicable ordinances, codes, legislation and regulations, and for which construction, renovation or rehabilitation is proceeding diligently to completion.

h) "Vacant Building Maintenance Standards" shall mean the standards to which vacant structures are subject under this chapter.

i) "Vacant Building Registration Certificate" shall mean the document issued by the City as set forth in this chapter, for structures meeting the definition of a "vacant structure."

#### **§ 1480.03 Enforcement Authority**

The director is authorized to administer and enforce the provisions of this chapter, including, but not limited to, maintaining lists setting forth the status of noncomplying, vacant buildings. The director may delegate his/her powers and duties under this chapter to an appropriate administrator or inspector.

#### **§ 1480.04 Determination of Vacant Building**

Upon the effective date of this chapter, the director shall evaluate all buildings within the City he/she believes to be unoccupied and make a determination for each as to whether the building is a vacant building within the meaning of this chapter. For any building the director determines to be a vacant building, he/she shall, within fourteen (14) days of making that determination, send notice of the written determination with the factual findings to the last taxpayer of record listed on the public tax records for the property. This notice of determination shall be sent first class United States mail, proper postage prepaid. The director may determine that a building which meets any of the criteria set forth in of this chapter is not to be regulated under this chapter for a stated period, if upon consideration of reliable, substantiated and sufficient evidence he/she determines that regulation of the building under this chapter would not serve the public health, welfare, and safety and makes written findings in support of any such decision.

The notice shall specify a date and time on which the owner shall allow for a code compliance inspection of the interior of the vacant building to determine the extent of compliance with the health, safety and welfare requirements of the City code, which may be rescheduled to another date and time within fourteen (14) days of the original notice date upon the mutual agreement of the Owner and the City. The owner shall pay a five hundred dollar (\$500.00) inspection fee to the City within thirty (30) days of the inspection. The owner shall be subject to an additional fine of \$100 if the owner does not provide access within 30 days of the receipt of notice. An unpaid fee shall be a lien upon the premises. If the owner of the vacant structure fails or refuses to consent to an inspection, the director may seek an administrative warrant from the circuit court of Cook County for the purposes set forth in this chapter

The notice shall contain a statement of the obligations of the owner of a building determined to be a vacant building, a copy of the registration form the owner is required to file, and a notice of the owner's right to appeal the director's determination.

#### **§ 1480.05 Appeal of Determination**

An owner of a building determined to be a vacant building by the director as provided herein may appeal that determination to the Mayor. Such appeal shall be in writing and shall be submitted to the Mayor within fifteen (15) days of the date of mailing of the notice of determination. The appeal shall contain a complete statement of the reasons the owner disputes the director's determination. The Mayor shall decide the appeal on the basis of the facts presented by the owner in his or her written appeal and the director's written determination. The Mayor shall send written notice of his decision on appeal to the owner within fourteen (14) days of his or her receipt of the appeal.

**§ 1480.06 Registration of Vacant Buildings and Premises**

a) The owner of any building or premises within the City who knows or should have known that his or her building is or has become a vacant building or premises within the meaning of this chapter, shall apply for and obtain a vacant building registration certificate and pay a registration fee of two hundred dollars (\$200) for a vacant building and fifty dollars (\$50) for any other vacant premises. At the time of such registration, the owner shall submit a vacant building plan as required by this chapter. The application shall include the name, street address and telephone number of an individual 21 years of age or older, designated by the owner as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of this Ordinance. The authorized agent must either reside in or maintain an office within Cook County, Illinois. Any owner who meets the residency or office requirement may designate him/herself as the authorized agent. By designating an authorized agent under the provisions of this subsection the owner is consenting to receive any and all notices of code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this subsection shall be deemed to consent to the continuation of the agent's designation for the purposes of this subsection until the owner notifies the City of a change of authorized agent. Any owner who fails to register a vacant building under the provisions of this subsection shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building. . If the building or lot is initially registered after being cited for a violation, the initial fee shall be doubled (to \$400.00 for buildings and \$100.00 for lots).

b) The owner of a vacant building shall comply with all regulations of the City. To this end, the owner shall apply for all building, fire prevention and zoning permits necessary to bring the structure into compliance within ten (10) days of obtaining a vacant building registration certificate.

c) The owner of a vacant building shall post a sign affixed to the building indicating the name, address, and telephone number of the owner and the owner's authorized agent for the purpose of service of process. The name, address, and telephone number of a person responsible for day-to-day supervision and management of the building, if such person is different from the owner holding title or authorized agent shall be indicated on the sign as well. The sign shall be of a size and placed in such a location as to be legible from the nearest public street or sidewalk, whichever is nearer.

d) The owner of a vacant building shall, within ten (10) days of receipt of the vacant building registration certificate, complete the removal of all: 1) combustible materials from the structure in compliance with the applicable fire prevention regulations; 2) waste, rubbish or debris from the interior of the building; and 3) waste, rubbish, debris or excessive vegetation from the yards surrounding the vacant building in accordance with the vacant building maintenance standards of this chapter.

e) The owner of a vacant building shall immediately lock, barricade or secure all doors, windows and other openings in the building to prohibit entry by unauthorized persons, in accordance with the vacant building maintenance standards of this chapter.

f) The owner of a vacant building shall, within 30 days, acquire or otherwise maintain liability insurance, or a homeowner's insurance policy provided that such policy continues to cover third party liability, even if the insured building becomes vacant, in an amount of not less than \$300,000.00 for buildings designed primarily for use as residential units and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for manufacturing, industrial, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building and maintain coverage until the building is no longer vacant. Any insurance policy acquired after the building has become vacant shall provide for written notice to the Building Department within 30 days of any lapse, cancellation, or change in coverage. The owner shall provide evidence of insurance, upon initial registration and all subsequent registration renewals.

g) The obligations of the owner of a vacant building are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this chapter.

h) The mortgagee of any residential building that has become vacant and which is not registered pursuant to this Chapter shall, within the later of 30 days after the building becomes vacant and unregistered or 60 days after a default, file a registration statement with the Building Department as set forth herein, and shall have all the obligations of an owner as set forth herein.

#### **§ 1480.07 Vacant Building Plan**

a) At the time the vacant building is registered as required herein, the owner shall submit a vacant building plan. The director may prescribe a form for the plan. If the owner fails to submit such plan, the director may determine the plan. The plan shall contain the following at a minimum:

b) A plan of action to repair the building's doors, windows, or other openings which have been boarded up or otherwise secured by means other than conventional methods utilized in the design of the building. The proposed repair shall result in openings being secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with board removed. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the director may waive the requirement of enclosure.

c) For any building determined by the director as being or containing a public nuisance, a plan to remedy such public nuisance, including the identification of a licensed nuisance abatement service in place to remedy any nuisance, and a licensed extermination service to remedy any infestation.

d) A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the director.

e) If the owner proposes to demolish the vacant building, the owner shall submit a plan and time schedule for such demolition; provided that prior to obtaining a demolition permit the owner must first have nuisance abatement of the structure from a licensed abatement provider for four weeks prior to the demolition and provides certification thereof. Nuisance abatement as provided herein is a precondition to obtaining a permit for demolition.

f) A plan of action to maintain the building and its premises thereof in conformance with the requirements of the maintenance standards of this chapter as well as all other relevant property maintenance and building code requirements of the City code.

g) A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule will include date(s) of commencement and completion of all actions required to achieve habitability.

h) Fire Alarm And Sprinkler Systems: All vacant commercial buildings must maintain in working order all fire alarm and fire sprinkler systems, maintain the heat on and set at a minimum of forty two degrees (42°), keep current all building access keys in the knox box, and post roof/truss indicators on the exterior of the building.

i) Ground Floor Windows: All ground floor windows facing street frontage, including, but not limited to, all display windows in unoccupied or vacant commercial buildings, shall be kept in a well maintained condition. All ground floor windows facing street frontage, except display windows in unoccupied or vacant commercial buildings, shall be covered on the interior side in a professionally finished manner with an opaque window covering material manufactured for that purpose and approved by the inspector or the Director.

#### **§ 1480.08 Approval of Vacant Building Plan**

a) The Director shall review the proposed vacant building plan in accordance with the standards set forth below. The Director shall send notice to the owner of the vacant building of his determination.

b) In considering the appropriateness of a vacant building plan, the director shall include the following in his or her consideration and shall make written findings as to each:

1. The purposes of this chapter and intent of the City board to minimize the time a building is boarded or otherwise vacant.
2. The effect of the building and the proposed plan on adjoining property.
3. The length of time the building has been vacant.
4. The presence of any public nuisance on the property.
5. The likelihood that the plan will prevent or ameliorate the condition it is designed to address.

c) The Director, upon inspection, shall have the authority to: 1) issue any order for work needed to adequately protect the structure from intrusion by trespassers and from deterioration by the weather in accordance with the vacant structure maintenance standards set forth in this chapter; or 2) declare the structure an immediate hazard; or 3) declare the structure a noncomplying structure.

d) All work ordered to be done pursuant to this chapter shall be done in compliance with the applicable building, fire prevention and zoning codes and ordinances.

#### **§ 1480.09 Plan Violations**

The failure to submit an approved plan within thirty (30) days of filing the registration form or failure to comply with the approved plan shall constitute a violation of this chapter subjecting the owner of the building to penalties as provided in this chapter and to any remedies that the City may avail itself of as provided in this code, including an action to compel correction of any property maintenance violations.

#### **§1480.10 Vacant Building Maintenance Standards; Exceptions**

a) Lot Maintenance Standards – the lot the building stands on, and the surrounding public way, shall be maintained as follows:

1. All grass and weeds on the premises, including the abutting sidewalks, gutters and alleys, shall be kept below eight (8) inches in height, and all dead or broken trees, tree limbs or shrubbery shall be cut and removed from the premises.
2. The premises shall be maintained free of any accumulation of litter.
3. No portion of the premises shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become rodent harborage or is conducive to rodent harborage.
4. The lot shall be maintained so that water does not accumulate or stand on the ground.
5. All fences and gates shall be maintained in good repair.
6. The lot should be maintained free of any accumulation of snow or ice which would impede access to the building; and any adjacent sidewalks should be cleared of accumulation of snow or ice.

b) Exterior Maintenance Standards – the exterior of the building shall be enclosed, secured and maintained as follows:

1. Structure Openings: Doors, windows, areaways and other openings shall be weather tight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and other such openings shall be covered by glass or other rigid transparent materials, which are weather protected, and tightly fitted and secured to the opening.
2. Roofs: The roof and flashings shall be sound and tight, not admit moisture or have defects which might admit moisture, rain or roof drainage, and allow for drainage to prevent dampness or deterioration in the interior walls or interior of the structure.
3. Drainage: The structure storm drainage system shall be functional and installed in a manner consistent with City regulations and allow discharge in a manner consistent with City regulations.
4. Structure: The structure shall be in good repair, not in violation of City regulations, structurally sound and free from debris, rubbish and garbage. The structure shall be sanitary. The structure shall not pose a threat to the public health and safety.
5. Structural Members: The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.

6. Foundation Walls: The foundation walls shall be structurally sound and in a sanitary condition so as not to pose a threat to public health and safety. The walls shall be capable of supporting the load of normal use and shall be free from open cracks and breaks, free from leaks and be rodent proof.

7. Exterior Walls: The exterior walls shall be free of holes, breaks and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

8. Decorative Features: The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood or other surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

9. Overhanging Extensions: All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

10. Chimneys And Towers: Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

c) Interior Maintenance Standards – the interior of any building shall be maintained as follows:

1. Free from any accumulation of litter, garbage or refuse or any other materials, objects or items that may produce any health, fire, or safety hazard, or that may provide harborage for rodents or other animals on the premises.

2. Every foundation, roof, floor, wall, stair, ceiling, and any other structural support shall be safe and capable of supporting the loads that normal use may cause to be placed thereon, and shall be kept in sound condition and in good repair; floors and stairs shall be free of holes, grooves, and cracks that could be potentially hazardous.

3. All plumbing fixtures shall be maintained with no leaking pipes; and all pipes for water shall be either completely drained or heated to resist being frozen.

4. Every exit door shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the director, and every exit door shall be capable of being opened from the inside easily without the use of a key or special knowledge.

5. The premises shall be free from any insects, rodents and other vermin.

**§ 1480.11 Vacant Land Maintenance**

- a) Any property that remains undeveloped for a period of longer than sixty (60) days shall be appropriately landscaped. For the purposes of this chapter, appropriately landscaped shall consist of, at a minimum: grading to prevent water run-off on adjacent properties, four inches of topsoil, and grass or equivalent landscaping.
- b) Any property for which a structure has been demolished with no permits issued or applications for redevelopment provided, shall be appropriately landscaped. All pavement shall be removed and replaced with appropriate landscaping or maintained in a manner acceptable to the director. All fences shall be removed after demolition and/or construction. No vacant land shall be fenced.
- c) All utilities must be appropriately terminated. If applicable, the building should be winterized.

**§ 1480.12 Vacant Building Registration Certificate Renewal Fee; Waiver**

- a) No vacant structure or premises registration certificate shall be effective for more than one year.
- b) A vacant structure registration certificate fee of \$100.00 shall be charged upon certificate renewal. The fee shall be paid at the time of renewal. This fee shall be waived as follows:
  1. For single-family residences that had been damaged by fire, other casualty or act of God, provided the owner has proceeded expeditiously to obtain appropriate permits to cure the conditions requiring the vacancy.
  2. For any structure, if the owner has secured all the duly required permits to demolish the structure.

**§ 1480.13 Other Enforcement**

The registration of, or the lack of registration of a vacant building, shall not preclude action by the City to demolish or to take other action against the building pursuant to any other provision of this chapter, this code, or other applicable state, federal or local ordinance, statute or regulation.

**§ 1480.14 Responsible Parties; Liens; Nuisance Fee**

Every responsible party with respect to any property shall be jointly and severally liable with every other responsible party for the obligations set forth in this chapter. Any reference to an owner in this chapter shall include all responsible parties. All fees, costs and charges assessed or incurred by the City shall constitute a lien on the real estate upon which such structure is situated.

**§ 1480.15 Enforcement and Penalties**

- a) Any person found to be in violation of any provision of this chapter shall be fined not less than one hundred dollars, nor more than seven hundred fifty dollars. Each day that a violation of this chapter is permitted to exist shall constitute a separate offense.
- b) Any violation of this chapter is also declared to be a nuisance and subject to removal or abatement.
- c) Any order issued pursuant to this chapter shall be recorded in the office of either the Cook County recorder of deeds. The order shall be effective against any purchaser, mortgagee, attaching creditor, lien holder or other person whose claim or interest in the property arises subsequent to the recording of the order. Once the violation(s) has been corrected, such orders shall be removed from the record.
- d) All fees, costs, or charges assessed or incurred by the City pursuant to this chapter shall be a lien upon the real property. The lien shall be superior to all subsequent liens and encumbrances. The director shall file a notice of lien within two (2) years after such cost and expense is incurred, which notice of lien shall be filed in either the office of Cook County recorder of deeds.
- e) Upon payment of the cost and expense by the owner or responsible party after notice of lien has been filed, the City shall release the lien.
- f) The City may seek injunctive relief to prevent or restrain violations of this chapter.”

SECTION 4: All Ordinances, and parts of Ordinances, in conflict with, or inconsistent with, the provisions of this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 5: If any part or portion of this Ordinance shall be declared invalid by a Court of competent jurisdiction, such partial invalidity shall not affect the remainder of this Ordinance.

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

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_ that Ordinance No. 2020-\_\_\_\_\_ be passed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Ordinance No. \_\_\_\_\_ APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Robert J. Lovero

ATTEST

\_\_\_\_\_  
Margaret M. Paul City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by order of the Corporate Authorities of the City of Berwyn, Cook County, Illinois.

Item # E-3

Berwyn City Council Regular Meeting  
Roll Call / Tally Sheet

May 12, 2020  
8:00 p.m.

Ordinance

Member	Motion	Second	Yea	Nay	No Vote	Present	Absent	Excused	Abstain
Lennon	✓								
Ramirez									
Reardon									
Fejt									
Santoy									
Ruiz									
Avila									
Nowak		✓							
Lovero									

MOTION TO:	REFER TO:	TO:	COMMENTS:
Accept as Info	IT		
Adjourn	BDC		
Adopt	Building Dept.		
Approved as Amended	Collector		
Approved for Payment	Finance		
Approved as Submitted	Fire Dept.		
Bring Forward	City Administrator		
Carried	Law Dept.		
Concur	Mayor		
Defeated	Police Dept.		
Defer	Public Works Dept.		
Defer / Refer	Traffic Engineer		
Defer Generally	Committee of the Whole		
Deny	Administration Comm.		
Germane	Budget, Finance & Revenue		
Grant Permission	Building & Zoning		
Recess	Human Relations & Housing		
Refer	Fire & Police Comm.		
Study & Report	Library		
Suspend the Rules	Licensing & Taxation		
Withdraw	Public Works, Parking, Trees, Traffic, Streets & Sewers		
Excuse	Outreach		
	Zoning, Planning & Development (ZBA)		
	Clerk's Office		
	CDBG		

*2wks*  
*lic & Bld*



Memorandum

NO. E-3  
DATE 5-12-20 ~~Deferral~~  
DISPOSITION ~~Adopted~~  
8-AVE  
8 MAY

**To:** Mayor Robert J. Lovero and Members of the Berwyn City Council  
**From:** David Hulseberg, Executive Director  
**Date:** May 7, 2020  
**Re:** AN ORDINANCE AMENDING THE CITY OF BERWYN CODE OF ORDINANCES: PART EIGHT, BUSINESS REGULATION AND TAXATION CODE; TITLE TWO, BUSINESS REGULATION; SECTION 801.06, QUALIFICATIONS OF APPLICANTS; AND PART FOURTEEN, BUILDING AND HOUSING CODE; TITLE SIX, MISCELLANEOUS BUILDING REGULATIONS; SECTION 1480, VACANT BUILDINGS AND PROPERTY

The proposed changes found within this ordinance are designed to address that buildings that are vacant and not maintained constitute a public nuisance in that they contribute to the decrease in value of surrounding properties, precipitate disinvestment by neighboring owners, provide a location for criminal activity, undermine the aesthetic character of the neighborhood and the City, and have other undesirable effects. Allowing certain buildings, to remain indefinitely vacant even in the absence of City code violations or boarding is detrimental to the public health, safety, and welfare; unreasonably interferes with the reasonable and lawful use and enjoyment of other premises within the neighborhood; may pose an extraordinary danger to police officers or firefighters entering the premises in time of emergency; and detracts from the appearance and good order of the neighborhood.

Vacant property that has overgrown grass, weeds, shrubbery and bushes constitute a public nuisance in that it contributes to the decrease in the value of surrounding properties, precipitate disinvestment by neighboring owners, undermines the aesthetic character of the neighborhood and City, and have other undesirable effects.

Registration of vacant properties and implementation of a maintenance plan will discourage property owners from allowing their properties to remain indefinitely vacant and in a state of disrepair and will thereby provide a basis for the return of vacant properties to the commercial and housing stock. Further, the City of Berwyn desires to ensure that all business license holders in the City have a plan to remedy any nuisance that should develop at their place of business; and all building being demolished will have been abated of any animal nuisances prior to demolition.

**Recommendation:**

The Berwyn Development Corporation recommends approval of AN ORDINANCE AMENDING THE CITY OF BERWYN CODE OF ORDINANCES: PART EIGHT, BUSINESS REGULATION AND TAXATION CODE; TITLE TWO, BUSINESS REGULATION; SECTION 801.06, QUALIFICATIONS OF APPLICANTS; AND PART FOURTEEN, BUILDING AND HOUSING CODE; TITLE SIX, MISCELLANEOUS BUILDING REGULATIONS; SECTION 1480, VACANT BUILDINGS AND PROPERTY.

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

AN ORDINANCE AMENDING THE  
CITY OF BERWYN CODE OF ORDINANCES: PART EIGHT, BUSINESS  
REGULATION AND TAXATION CODE; TITLE TWO, BUSINESS REGULATION;  
SECTION 801.06, QUALIFICATIONS OF APPLICANTS; AND PART FOURTEEN,  
BUILDING AND HOUSING CODE; TITLE SIX, MISCELLANEOUS BUILDING  
REGULATIONS; SECTION 1480, VACANT BUILDINGS AND PROPERTY

**WHEREAS**, the City of Berwyn is a home rule unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, buildings that are vacant and not maintained constitute a public nuisance in that they contribute to the decrease in value of surrounding properties, precipitate disinvestment by neighboring owners, provide a location for criminal activity, undermine the aesthetic character of the neighborhood and the City, and have other undesirable effects; and

**WHEREAS**, allowing certain buildings, to remain indefinitely vacant even in the absence of City code violations or boarding is detrimental to the public health, safety, and welfare; unreasonably interferes with the reasonable and lawful use and enjoyment of other premises within the neighborhood; may pose an extraordinary danger to police officers or firefighters entering the premises in time of emergency; and detracts from the appearance and good order of the neighborhood; and

**WHEREAS**, vacant property that has overgrown grass, weeds, shrubbery and bushes constitute a public nuisance in that it contributes to the decrease in the value of surrounding properties, precipitate disinvestment by neighboring owners, undermines the aesthetic character of the neighborhood and City, and have other undesirable effects; and

**WHEREAS**, registration of vacant properties and implementation of a maintenance plan will discourage property owners from allowing their properties to

remain indefinitely vacant and in a state of disrepair and will thereby provide a basis for the return of vacant properties to the commercial and housing stock; and

**WHEREAS**, the definition, prohibition, and abatement of public nuisances pertain to the government and affairs of the City of Berwyn; and

**WHEREAS**, the City of Berwyn desires to ensure that all business license holders in the City have a plan to remedy any nuisance that should develop at their place of business; and

**WHEREAS**, the City has statutory power to define, prohibit and abate public nuisances pursuant to 65 ILCS 5/11-60-2 of the Illinois Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY BOARD OF TRUSTEES OF THE CITY OF BERWYN, COUNTY OF COOK, ILLINOIS:**

SECTION 1: Each whereas paragraph set forth above is hereby incorporated by reference into this Section 1.

SECTION 2: That the Municipal Code of the City of Berwyn is hereby amended by removing the current PART EIGHT, BUSINESS REGULATION AND TAXATION CODE; TITLE TWO, BUSINESS REGULATION; SECTION 801.06(D), and adding in its place the following, which shall read in its entirety as follows:

(D) "*Compliance With Zoning Code.* Submit an affidavit that his or her proposed use of any premises is not a violation of the Planning and Zoning Code of the city, and which identifies a licensed nuisance abatement contractor who will remedy any nuisance that develops, and a licensed exterminator who will remedy any infestation that develops."

SECTION 3: That the Municipal Code of the City of Berwyn is hereby amended by removing the current PART FOURTEEN, BUILDING AND HOUSING CODE; TITLE SIX, MISCELLANEOUS BUILDING REGULATIONS; SECTION 1480, VACANT BUILDINGS AND PROPERTY, and adding in its place this following Chapter thereto, which shall read in its entirety as follows:

**“CHAPTER 1480: VACANT BUILDINGS AND PROPERTY**

**§ 1480.01 Purpose**

The purpose of this chapter is to establish a program for the identification, registration, and regulation of vacant buildings within the City.

**§ 1480.02 Definitions**

The following words and terms shall have the meanings as written:

- a) “Building” shall mean any structure occupied or intended for supporting or sheltering any occupancy.
- b) “Director” shall mean the Building Director, or his/her duly appointed designee.
- c) “Owner” shall mean any person, agent, operator, firm, or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of the property by a court.
- d) “Premises” shall mean a lot, plot or parcel of land, including any structure thereon.
- e) “Responsible Party” shall mean owners, tenants, occupiers, property managers and lessees.
- f) “Unoccupied Building” shall mean a building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacated by the director pursuant to the authority granted under this chapter.

In determining the occupancy status of a building, the director may consider these factors, among others:

1. A building at which substantially all lawful residential or business activity has ceased.
2. The building is substantially devoid of contents. The condition and value of fixtures or personal property in the building are relevant to this determination.
3. The building lacks utility services, i.e., water, sewer, electric or natural gas.
4. The building is subject to a mortgage foreclosure action.
5. The building is not actively for sale as part of a contractual agreement to sell the Building. This may be determined from the lack of any signage on the property listing the property "for sale" or "for rent."
6. The presence or recurrence of uncorrected code violations.

g) "Vacant Building" shall mean any building or portion of a building that is:

1. Unoccupied and unsecured; or
2. Unoccupied and secured by boarding or similar means; or
3. Unoccupied and unsecured for five (5) days or more (for purposes of this definition, "unsecured" shall mean that the doors or windows have not been locked or are broken permitting entry); or
4. Unoccupied with more than one code violation existing for thirty (30) days or more; or

But not including:

Any unoccupied building that is undergoing construction, renovation, or rehabilitation and that is otherwise in compliance with all applicable ordinances, codes, legislation and regulations, and for which construction, renovation or rehabilitation is proceeding diligently to completion.

h) "Vacant Building Maintenance Standards" shall mean the standards to which vacant structures are subject under this chapter.

i) "Vacant Building Registration Certificate" shall mean the document issued by the City as set forth in this chapter, for structures meeting the definition of a "vacant structure."

**§ 1480.03 Enforcement Authority**

The director is authorized to administer and enforce the provisions of this chapter, including, but not limited to, maintaining lists setting forth the status of noncomplying, vacant buildings. The director may delegate his/her powers and duties under this chapter to an appropriate administrator or inspector.

**§ 1480.04 Determination of Vacant Building**

Upon the effective date of this chapter, the director shall evaluate all buildings within the City he/she believes to be unoccupied and make a determination for each as to whether the building is a vacant building within the meaning of this chapter. For any building the director determines to be a vacant building, he/she shall, within fourteen (14) days of making that determination, send notice of the written determination with the factual findings to the last taxpayer of record listed on the public tax records for the property. This notice of determination shall be sent first class United States mail, proper postage prepaid. The director may determine that a building which meets any of the criteria set forth in of this chapter is not to be regulated under this chapter for a stated period, if upon consideration of reliable, substantiated and sufficient evidence he/she determines that regulation of the building under this chapter would not serve the public health, welfare, and safety and makes written findings in support of any such decision.

The notice shall specify a date and time on which the owner shall allow for a code compliance inspection of the interior of the vacant building to determine the extent of compliance with the health, safety and welfare requirements of the City code, which may be rescheduled to another date and time within fourteen (14) days of the original notice date upon the mutual agreement of the Owner and the City. The owner shall pay a five hundred dollar (\$500.00) inspection fee to the City within thirty (30) days of the inspection. The owner shall be subject to an additional fine of \$100 if the owner does not provide access within 30 days of the receipt of notice. An unpaid fee shall be a lien upon the premises. If the owner of the vacant structure fails or refuses to consent to an inspection, the director may seek an administrative warrant from the circuit court of Cook County for the purposes set forth in this chapter

The notice shall contain a statement of the obligations of the owner of a building determined to be a vacant building, a copy of the registration form the owner is required to file, and a notice of the owner's right to appeal the director's determination.

**§ 1480.05 Appeal of Determination**

An owner of a building determined to be a vacant building by the director as provided herein may appeal that determination to the Mayor. Such appeal shall be in writing and shall be submitted to the Mayor within fifteen (15) days of the date of mailing of the notice of determination. The appeal shall contain a complete statement of the reasons the owner disputes the director's determination. The Mayor shall decide the appeal on the basis of the facts presented by the owner in his or her written appeal and the

director's written determination. The Mayor shall send written notice of his decision on appeal to the owner within fourteen (14) days of his or her receipt of the appeal.

**§ 1480.06 Registration of Vacant Buildings and Premises**

a) The owner of any building or premises within the City who knows or should have known that his or her building is or has become a vacant building or premises within the meaning of this chapter, shall apply for and obtain a vacant building registration certificate and pay a registration fee of two hundred dollars (\$200) for a vacant building and fifty dollars (\$50) for any other vacant premises. At the time of such registration, the owner shall submit a vacant building plan as required by this chapter. The application shall include the name, street address and telephone number of an individual 21 years of age or older, designated by the owner as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of this Ordinance. The authorized agent must either reside in or maintain an office within Cook County, Illinois. Any owner who meets the residency or office requirement may designate him/herself as the authorized agent. By designating an authorized agent under the provisions of this subsection the owner is consenting to receive any and all notices of code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this subsection shall be deemed to consent to the continuation of the agent's designation for the purposes of this subsection until the owner notifies the City of a change of authorized agent. Any owner who fails to register a vacant building under the provisions of this subsection shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building. . If the building or lot is initially registered after being cited for a violation, the initial fee shall be doubled (to \$400.00 for buildings and \$100.00 for lots).

b) The owner of a vacant building shall comply with all regulations of the City. To this end, the owner shall apply for all building, fire prevention and zoning permits necessary to bring the structure into compliance within ten (10) days of obtaining a vacant building registration certificate.

c) The owner of a vacant building shall post a sign affixed to the building indicating the name, address, and telephone number of the owner and the owner's authorized agent for the purpose of service of process. The name, address, and telephone number of a person responsible for day-to-day supervision and management of the building, if such person is different from the owner holding title or authorized agent shall be indicated on the sign as well. The sign shall be of a size and placed in such a

location as to be legible from the nearest public street or sidewalk, whichever is nearer.

d) The owner of a vacant building shall, within ten (10) days of receipt of the vacant building registration certificate, complete the removal of all: 1) combustible materials from the structure in compliance with the applicable fire prevention regulations; 2) waste, rubbish or debris from the interior of the building; and 3) waste, rubbish, debris or excessive vegetation from the yards surrounding the vacant building in accordance with the vacant building maintenance standards of this chapter.

e) The owner of a vacant building shall immediately lock, barricade or secure all doors, windows and other openings in the building to prohibit entry by unauthorized persons, in accordance with the vacant building maintenance standards of this chapter.

f) The owner of a vacant building shall, within 30 days, acquire or otherwise maintain liability insurance, or a homeowner's insurance policy provided that such policy continues to cover third party liability, even if the insured building becomes vacant, in an amount of not less than \$300,000.00 for buildings designed primarily for use as residential units and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for manufacturing, industrial, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building and maintain coverage until the building is no longer vacant. Any insurance policy acquired after the building has become vacant shall provide for written notice to the Building Department within 30 days of any lapse, cancellation, or change in coverage. The owner shall provide evidence of insurance, upon initial registration and all subsequent registration renewals.

g) The obligations of the owner of a vacant building are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this chapter.

h) The mortgagee of any residential building that has become vacant and which is not registered pursuant to this Chapter shall, within the later of 30 days after the building becomes vacant and unregistered or 60 days after a default, file a registration statement with the Building Department as set forth herein, and shall have all the obligations of an owner as set forth herein.

#### **§ 1480.07 Vacant Building Plan**

a) At the time the vacant building is registered as required herein, the owner shall submit a vacant building plan. The director may prescribe a form for the plan. If the owner fails to submit such plan, the director may determine the plan. The plan shall contain the following at a minimum:

b) A plan of action to repair the building's doors, windows, or other openings which have been boarded up or otherwise secured by means other than conventional methods utilized in the design of the building. The proposed repair shall result in openings being secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with board removed. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the director may waive the requirement of enclosure.

c) For any building determined by the director as being or containing a public nuisance, a plan to remedy such public nuisance, including the identification of a licensed nuisance abatement service in place to remedy any nuisance, and a licensed extermination service to remedy any infestation.

d) A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the director.

e) If the owner proposes to demolish the vacant building, the owner shall submit a plan and time schedule for such demolition; provided that prior to obtaining a demolition permit the owner must first have nuisance abatement of the structure from a licensed abatement provider for four weeks prior to the demolition and provides certification thereof. Nuisance abatement as provided herein is a precondition to obtaining a permit for demolition.

f) A plan of action to maintain the building and its premises thereof in conformance with the requirements of the maintenance standards of this chapter as well as all other relevant property maintenance and building code requirements of the City code.

g) A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule will include date(s) of commencement and completion of all actions required to achieve habitability.

h) Fire Alarm And Sprinkler Systems: All vacant commercial buildings must maintain in working order all fire alarm and fire sprinkler systems, maintain the heat on and set at a minimum of forty two degrees (42°), keep current all building access keys in the knox box. and post roof/truss indicators on the exterior of the building.

i) Ground Floor Windows: All ground floor windows facing street frontage, including, but not limited to, all display windows in unoccupied or vacant commercial buildings, shall be kept in a well maintained condition. All ground floor windows facing street frontage, except display windows in unoccupied or vacant commercial buildings, shall be covered on the interior side in a professionally finished manner

with an opaque window covering material manufactured for that purpose and approved by the inspector or the Director.

**§ 1480.08 Approval of Vacant Building Plan**

- a) The Director shall review the proposed vacant building plan in accordance with the standards set forth below. The Director shall send notice to the owner of the vacant building of his determination.
- b) In considering the appropriateness of a vacant building plan, the director shall include the following in his or her consideration and shall make written findings as to each:
  - 1. The purposes of this chapter and intent of the City board to minimize the time a building is boarded or otherwise vacant.
  - 2. The effect of the building and the proposed plan on adjoining property.
  - 3. The length of time the building has been vacant.
  - 4. The presence of any public nuisance on the property.
  - 5. The likelihood that the plan will prevent or ameliorate the condition it is designed to address.
- c) The Director, upon inspection, shall have the authority to: 1) issue any order for work needed to adequately protect the structure from intrusion by trespassers and from deterioration by the weather in accordance with the vacant structure maintenance standards set forth in this chapter; or 2) declare the structure an immediate hazard; or 3) declare the structure a noncomplying structure.
- d) All work ordered to be done pursuant to this chapter shall be done in compliance with the applicable building, fire prevention and zoning codes and ordinances.

**§ 1480.09 Plan Violations**

The failure to submit an approved plan within thirty (30) days of filing the registration form or failure to comply with the approved plan shall constitute a violation of this chapter subjecting the owner of the building to penalties as provided in this chapter and to any remedies that the City may avail itself of as provided in this code, including an action to compel correction of any property maintenance violations.

**§1480.10 Vacant Building Maintenance Standards; Exceptions**

- a) Lot Maintenance Standards – the lot the building stands on, and the surrounding public way, shall be maintained as follows:
  - 1. All grass and weeds on the premises, including the abutting sidewalks, gutters and alleys, shall be kept below eight (8) inches in height, and all dead or broken trees, tree limbs or shrubbery shall be cut and removed from the premises.

2. The premises shall be maintained free of any accumulation of litter.
3. No portion of the premises shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become rodent harborage or is conducive to rodent harborage.
4. The lot shall be maintained so that water does not accumulate or stand on the ground.
5. All fences and gates shall be maintained in good repair.
6. The lot should be maintained free of any accumulation of snow or ice which would impede access to the building; and any adjacent sidewalks should be cleared of accumulation of snow or ice.

b) Exterior Maintenance Standards – the exterior of the building shall be enclosed, secured and maintained as follows:

1. Structure Openings: Doors, windows, areaways and other openings shall be weather tight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and other such openings shall be covered by glass or other rigid transparent materials, which are weather protected, and tightly fitted and secured to the opening.
2. Roofs: The roof and flashings shall be sound and tight, not admit moisture or have defects which might admit moisture, rain or roof drainage, and allow for drainage to prevent dampness or deterioration in the interior walls or interior of the structure.
3. Drainage: The structure storm drainage system shall be functional and installed in a manner consistent with City regulations and allow discharge in a manner consistent with City regulations.
4. Structure: The structure shall be in good repair, not in violation of City regulations, structurally sound and free from debris, rubbish and garbage. The structure shall be sanitary. The structure shall not pose a threat to the public health and safety.
5. Structural Members: The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.
6. Foundation Walls: The foundation walls shall be structurally sound and in a sanitary condition so as not to pose a threat to public health and safety. The walls shall be capable of supporting the load of normal use and shall be free from open cracks and breaks, free from leaks and be rodent proof.

7. Exterior Walls: The exterior walls shall be free of holes, breaks and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

8. Decorative Features: The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood or other surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

9. Overhanging Extensions: All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

10. Chimneys And Towers: Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

c) Interior Maintenance Standards – the interior of any building shall be maintained as follows:

1. Free from any accumulation of litter, garbage or refuse or any other materials, objects or items that may produce any health, fire, or safety hazard, or that may provide harborage for rodents or other animals on the premises.

2. Every foundation, roof, floor, wall, stair, ceiling, and any other structural support shall be safe and capable of supporting the loads that normal use may cause to be placed thereon, and shall be kept in sound condition and in good repair; floors and stairs shall be free of holes, grooves, and cracks that could be potentially hazardous.

3. All plumbing fixtures shall be maintained with no leaking pipes; and all pipes for water shall be either completely drained or heated to resist being frozen.

4. Every exit door shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the director, and every exit door shall be capable of being opened from the inside easily without the use of a key or special knowledge.

5. The premises shall be free from any insects, rodents and other vermin.

#### **§ 1480.11 Vacant Land Maintenance**

a) Any property that remains undeveloped for a period of longer than sixty (60) days shall be appropriately landscaped. For the purposes of this chapter, appropriately landscaped shall consist of, at a minimum: grading to prevent water run-off on adjacent properties, four inches of topsoil, and grass or equivalent landscaping.

b) Any property for which a structure has been demolished with no permits issued or applications for redevelopment provided, shall be appropriately landscaped. All pavement shall be removed and replaced with appropriate landscaping or maintained in a manner acceptable to the director. All fences shall be removed after demolition and/or construction. No vacant land shall be fenced.

c) All utilities must be appropriately terminated. If applicable, the building should be winterized.

**§ 1480.12 Vacant Building Registration Certificate Renewal Fee; Waiver**

a) No vacant structure or premises registration certificate shall be effective for more than one year.

b) A vacant structure registration certificate fee of \$100.00 shall be charged upon certificate renewal. The fee shall be paid at the time of renewal. This fee shall be waived as follows:

1. For single-family residences that had been damaged by fire, other casualty or act of God, provided the owner has proceeded expeditiously to obtain appropriate permits to cure the conditions requiring the vacancy.

2. For any structure, if the owner has secured all the duly required permits to demolish the structure.

**§ 1480.13 Other Enforcement**

The registration of, or the lack of registration of a vacant building, shall not preclude action by the City to demolish or to take other action against the building pursuant to any other provision of this chapter, this code, or other applicable state, federal or local ordinance, statute or regulation.

**§ 1480.14 Responsible Parties; Liens; Nuisance Fee**

Every responsible party with respect to any property shall be jointly and severally liable with every other responsible party for the obligations set forth in this chapter. Any reference to an owner in this chapter shall include all responsible parties. All fees, costs and charges assessed or incurred by the City shall constitute a lien on the real estate upon which such structure is situated.

**§ 1480.15 Enforcement and Penalties**

- a) Any person found to be in violation of any provision of this chapter shall be fined not less than one hundred dollars, nor more than seven hundred fifty dollars. Each day that a violation of this chapter is permitted to exist shall constitute a separate offense.
- b) Any violation of this chapter is also declared to be a nuisance and subject to removal or abatement.
- c) Any order issued pursuant to this chapter shall be recorded in the office of either the Cook County recorder of deeds. The order shall be effective against any purchaser, mortgagee, attaching creditor, lien holder or other person whose claim or interest in the property arises subsequent to the recording of the order. Once the violation(s) has been corrected, such orders shall be removed from the record.
- d) All fees, costs, or charges assessed or incurred by the City pursuant to this chapter shall be a lien upon the real property. The lien shall be superior to all subsequent liens and encumbrances. The director shall file a notice of lien within two (2) years after such cost and expense is incurred, which notice of lien shall be filed in either the office of Cook County recorder of deeds.
- e) Upon payment of the cost and expense by the owner or responsible party after notice of lien has been filed, the City shall release the lien.
- f) The City may seek injunctive relief to prevent or restrain violations of this chapter.”

SECTION 4: All Ordinances, and parts of Ordinances, in conflict with, or inconsistent with, the provisions of this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 5: If any part or portion of this Ordinance shall be declared invalid by a Court of competent jurisdiction, such partial invalidity shall not affect the remainder of this Ordinance.

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

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_  
that Ordinance No. 2020-\_\_\_\_\_ be passed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Ordinance No. \_\_\_\_\_ APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Robert J. Lovero

ATTEST

\_\_\_\_\_  
Margaret M. Paul City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by order of  
the Corporate Authorities of the City of Berwyn, Cook County, Illinois.



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**A Century of Progress with Pride**

Budget and Finance Committee Meeting Minutes

Convened: Thursday, May 07, 2020 4:00 pm / Adjourned: Thursday May 07, 2020 4:45 pm

Committee Members Present: Cesar Santoy, 5<sup>th</sup> Ward Alderman, Chairman / Scott Lennon, 1<sup>st</sup> Ward Alderman / Tony Nowak, 8<sup>th</sup> Ward Alderman

Berwyn Staff Members Present: Ruth Siaba Green, City Administration, Ben Daish, Finance Director, Andrea Dressel, Finance

- Alderman Santoy opened by stating that it was the committee's intent to meet in order to begin the process of assessing COVID-19 related impact on the city budget.
- City Administrator Siaba Green provided a summary of COVID-19 impact on current city operations and measures currently being considered in response to the pandemic, including staffing and operational capacity of city departments.
- Finance Director Daish provided an update on how the pandemic may impact revenue and expenditure projections and stated that a more accurate assessment would be available after the annual audit is completed for the preceding fiscal year.
- Director Daish provided an outline of state revenue versus local revenue and how both could be tracked separately due to different timing and receipt of funds.
- Director Daish outlined possible measures to implement and address possible shortfalls in revenues and expenditures including but not limited to a budget amendment, COVID-19 specific grant funding, and reserve fund usage.
- A general discussion ensued with recommend measures for the upcoming fiscal year budgeting process. These recommendations included a July 2020 start for the budgeting process, a possible budget amendment based on actual revenue / expenditure figures, a recommendation to all department for decreased expenses and deferred capital expenses.

Motion to adjourn was made by Nowak and seconded by Lennon, (3) voted in favor, (0) voted against  
Submitted as informational

Sincerely

Cesar A. Santoy  
Chairman

Attachment

# IML Memo: Preliminary MFY 2021 Revenue Forecasts

**DATE:** May 4, 2020

**TO:** Mayors/Village Presidents/Town Presidents  
Managers/Administrators  
Treasurers/Finance Officers/Comptrollers

**CC:** IML Board of Directors

**FROM:** Brad Cole, Executive Director  
Illinois Municipal League

**RE:** Preliminary Revenue Forecasts

**COVID-19 has obviously upset the Illinois economy to such an extent that will have long-lasting negative consequences on state and local revenues. This, we know. What we don't fully know, at this time, is how negative those consequences will be.**

Illinois Municipal League (IML) economists have been reviewing and analyzing available data, so we may provide you with initial information on how to think about managing your Municipal Fiscal Year (MFY) 2021 budget. While we are working on formal revisions to MFY 2021 forecasts that we plan to present next month, we are sharing this preliminary information with local officials as most start their new fiscal year. **The following represents preliminary, initial estimated guidance on how to adjust projected MFY 2021 budget revenues (based on a May 1 – April 30 municipal fiscal year).**

Based on a recent survey of multiple states, overall reductions to pre-COVID-19 revenue estimates range from 9% to 17% projected for State Fiscal Year (SFY) 2021 (based on a July 1 – June 30 state fiscal year). Using this along with Illinois-specific data, such as the Governor's April 2020 Revenue Forecast Revision and information from the Illinois Department of Revenue (IDOR), to estimate the impact of COVID-19 on MFY 2021 revenues, we suggest the following preliminary forecasts:

**Personal Property Replacement Tax (PPRT) may experience a decrease of 30% from actual MFY 2020 amounts.**

There were significant one-time revenues in MFY 2020 that will not recur in MFY 2021. This forecast of a 30% reduction results from the confluence of one-time revenues and declining corporate income taxes.

**Local Government Distributive Fund (LGDF) may experience a decrease of 15% from actual MFY 2020 amounts.**

Based on the Governor's Office of Management and Budget (GOMB) forecasts, which comport with those of other states, LGDF may decrease by at least this much.

**Motor Fuel Tax (MFT) may experience a decrease of 15% from actual MFY 2020 amounts.**

Because of reduced road traffic and associated gas consumption.

**Transportation Renewal Fund (TRF) is estimated at \$14.50 per capita for MFY**

**2021.**

TRF revenue for MFY 2021 assumes that IDOR will write and see passage of legislation to amend the current MFT law to properly expense International Fuel Tax Agreement (IFTA) payments and refund payments from TRF, effective July 1, 2020. Because TRF has been in place for less than one year, and we anticipate legislative action that will allow expenditures against TRF, we provide an estimated dollar amount rather than a percent change.

**Use Tax is estimated to remain flat at actual MFY 2020 amounts.**

While we know Use Tax from consumers is up, we also believe that the Use Tax paid by businesses will drop. At this time, we do not recommend budgeting Use Tax above MFY 2020 levels.

**Thank you for your efforts during this time and while we work through developing economic forecasting models. As we know more, we will share more. Our goal is to have the most accurate estimates and forecasts available as soon as possible. Sources for various data are listed at the bottom of this message, for your additional information.**

Please feel welcome to contact us if you have any comments or questions. Thanks.

**BRAD COLE | Executive Director**

ILLINOIS MUNICIPAL LEAGUE

500 East Capitol Avenue | PO Box 5180 | Springfield, Illinois 62705

phone: 217.525.1220 | fax: 217.525.7438

email: bcole@iml.org | www.iml.org

**Sources:**<https://www.eia.gov/outlooks/steo/><https://www2.illinois.gov/sites/budget/Documents/April-2020-GOMB-Revenue-Forecast-Revision.pdf><https://www.cbpp.org/blog/new-cbo-projections-suggest-even-bigger-state-shortfalls><https://www.cbpp.org/research/state-budget-and-tax/states-start-grappling-with-hit-to-tax-collections><https://files.elfsight.com/storage/e79b15a2-1214-4a1e-929f-be90aa84b052/1797d627-53bd-4dc5-b981-deb60213f23e.pdf><https://taxfoundation.org/gas-tax-revenue-decline-as-traffic-drops/>

City of Berwyn  
 General Fund 2020 Budget  
 Revenue Concentration

Taxes	2020 Budget	Expected Receipt of April 2020		% of Total	
		Results			
Taxes - Property Corporate	19,579,680	July		32.0%	
Taxes - State Income	5,727,572	June		9.4%	
Taxes - Home Rule Sales	5,018,729	June		8.2%	
Taxes - 1% State Sales	4,788,166	June		7.8%	
Taxes - Municipal Utility	3,000,000	June		4.9%	<b>62.3% \$ 38,114,147</b>
Fines - Red Light Photo Enforcement	2,600,000			4.3%	
Taxes - Real Estate Transfer	2,250,000			3.7%	
Taxes - State Local Use	2,012,390			3.3%	
Fines - Parking Tickets	1,900,000			3.1%	
Taxes - Property Police Pension	1,509,826			2.5%	
Vehicle Licenses - Passenger	1,500,000			2.5%	
Taxes - Property Fire Pension	1,255,220			2.1%	
Interdepartmental Charges	1,250,000			2.0%	
Paramedic Collections	1,000,000			1.6%	
Taxes - Video Gaming	740,000			1.2%	
Licenses - Business	720,000			1.2%	
Inspections	500,000			0.8%	
Permits - Local Improvement	490,000			0.8%	
Franchises	425,000			0.7%	
Recreation Revenues Children's Programs	370,000			0.6%	
Taxes - Gasoline	366,000			0.6%	
Cell Tower Rental	340,000			0.6%	
Reimbursements - Fire	320,000			0.5%	
Licenses - Liquor	250,000			0.4%	
Vehicle Licenses - Truck	225,000			0.4%	
	<b>58,137,583</b>			<b>95.0%</b>	

# The City of Berwyn



James J. Frank  
IT Director

A Century of Progress with Pride

J-1

May 18th, 2020

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

Re: 8-Node vSan Dell Server Cluster Lease

Mayor Lovero and Members of the City Council:

The City is at a point where its core server infrastructure currently running will reach the end of its useful life by the close of calendar year 2020. This server infrastructure provides city stakeholders access to mission critical applications, employee-generated data, email, and other important content, and was originally placed into service between 2014 and 2015.

With the intention of implementing a suitable suite of replacement servers that will provide guidance, increased capacity, and resiliency over the course of the next five to seven years of data management responsibilities, City IT has been working with Dell EMC to prepare a quote for replacing and modernizing the core City server infrastructure.

Attached with this communication is the *executive summary, financial analysis, 3-year lease proposal, and detailed itemized quote* of what equipment is included in this lease. Collectively, these documents outline the rationale, financial impact, and new hardware/software proposed by DELL EMC. The purpose of this new equipment is to modernize and expand Berwyn's file/storage server capacity and resiliency. Each component, known as a "VSAN Ready Node", will work together as one centrally managed platform. The proposal includes 3 years of relevant software licensing and support to coincide with the lease terms. It is expected that this server equipment will have a usable lifespan of 5 to 7 years.

As noted in the "*Financial Analysis*" document, this proposal, including all products and pricing, is derived off of the current State of Illinois bid contract with Dell. In order to offer the best possible pricing to smaller customers/municipalities, the State of Illinois oversees the bidding process directly with Dell, determining the costs for a variety of computer-related hardware and software, and then allows Illinois municipalities the opportunity to purchase directly off of this contract, ensuring local bidding requirements are met, without compromising efficient and attractive pricing models for communities such as Berwyn. The 76 page State of Illinois Dell contract is viewable here: [https://www.berwyn-il.gov/sites/all/files/pdfs/IT/IL\\_Server\\_Contract\\_CMT9108800.pdf](https://www.berwyn-il.gov/sites/all/files/pdfs/IT/IL_Server_Contract_CMT9108800.pdf) if more information on the contract is required.

Keeping in mind the financial restraints the COVID19 pandemic has brought to City's finances, City IT requested Dell EMC to construct a 3-year lease option, with annual payment provisions, to help spread the cost of this proposal out over three years. The total cost of the proposal is \$121,355.34, with \$115,655.83 in products and services, and \$5,699.51 in leasing fees. Over three years, this equates to three annual payments of \$40,451.78. In the 2020 budget, I have

allocated \$40,000 in hardware and software purchasing dollars (100-16-5510 and 100-16-5515, respectively) to facilitate the acquisition of this vSan Dell server cluster build.

**Recommended action:**

With this quotation and proposal derived in its entirety off of the current State of Illinois-Dell bid contract, I am requesting City Council wave the sealed bidding process requirement and approve this three-year lease in the amount of \$121,355.34, subject to review and final approval by both the City Attorney and Finance department.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Frank', is written over a faint, circular stamp or watermark.

**James Frank**  
Director, Information Technology



# Berwyn, IL



The City of Berwyn is at a point where the infrastructure that is currently runs their mission critical applications such as their ERP system, email, and databases is causing issues around performance, risk, and manageability. The byproducts of this issue include loss of revenue from an operational standpoint, and the inability to open new revenue streams for the city. Additionally, the outdated operating systems are no longer supported and pose a risk to the data security of Berwyn. With the introduction of vSan ready nodes Berwyn will be implementing modernized technologies to enhance digital infrastructure and mitigate security risk. Berwyn will have to ability to leverage technology as a business driver for their initiatives such as transportation, safety, education, health and wellness etc.

## Executive Summary

### Current State

### Dell/EMC Proposed Future State

<u>Business Objectives &amp; Project Requirements</u>	<u>Business Outcomes</u>
<p><b>Aging Infrastructure</b></p> <ul style="list-style-type: none"> <li>• Compute infrastructure is 5+ years old</li> <li>• The hardware is causing an inability to run new guest OS</li> </ul> <p><b>Architecture</b></p> <ul style="list-style-type: none"> <li>• Storage space is becoming a concern as Berwyn creeps up on capacity limitations</li> <li>• Infrastructure consolidation into central repository</li> <li>• Leverage build as your grow model</li> </ul> <p><b>Future projects</b></p> <ul style="list-style-type: none"> <li>• Want to be able to leverage infrastructure for future initiatives such as DR/Business continuity</li> <li>• App Development with Cloud Agility</li> </ul>	<p><b>Consolidated infrastructure</b></p> <ul style="list-style-type: none"> <li>• Compute &amp; Storage are reduced to a central management point</li> <li>• Shared resources reducing the cost of power and cooling</li> <li>• Modernized infrastructure allows to run new guest OS</li> </ul> <p><b>Growth</b></p> <ul style="list-style-type: none"> <li>• Simplistic, and flexible growth</li> <li>• Establishing foundation for future initiatives</li> </ul> <p><b>Security</b></p> <ul style="list-style-type: none"> <li>• Secure platform built into hardware and software</li> <li>• Redundancy built into solution from a configuration and geographical standpoint</li> </ul>
<u>Current Technical/Operational challenges</u>	<u>Technical/Operational Outcomes</u>
<p><b>Tech Refresh</b></p> <ul style="list-style-type: none"> <li>• Aging infrastructure 5-7 years old, with products that are EOSL</li> <li>• VM migration to centralized infrastructure</li> <li>• Add more VMs</li> <li>• Vmware host consolidation of physical hardware + Licensing</li> </ul> <p><b>Simplicity/Expandability</b></p> <ul style="list-style-type: none"> <li>• Ability to scale to growth needs is inhibited by current infrastructure</li> <li>• Disparate systems with multiple management consoles</li> <li>• Less agile due to legacy technology that requires manual updates &amp; consumes additional footprint</li> </ul> <p><b>Modernization of Infrastructure</b></p> <ul style="list-style-type: none"> <li>• Looking to reduce the time spent on manual task like firmware upgrades, patching, multiple windows of managed, implementation, and resource constraints to allow IT to focus on more mission critical projects</li> </ul> <p><b>Risk</b></p> <ul style="list-style-type: none"> <li>• Risk regarding security, compliance &amp; room for growth</li> </ul>	<p><b>Increased Protection</b></p> <ul style="list-style-type: none"> <li>• Future Cloud Integration points, &amp; 5+ year strategy; fully pre-tested, secure, solutions with tight integration to Vmware.</li> </ul> <p><b>Risk Mitigation</b></p> <ul style="list-style-type: none"> <li>• All IT supported by one Vendor with 1 support contract</li> <li>• 5-10-year strategy + local support</li> <li>• Multiple options for Dr/Business continuity, security, and future growth</li> </ul> <p><b>Simplicity with Dell's Agility</b></p> <ul style="list-style-type: none"> <li>• All management from within vCenter</li> <li>• Hardware &amp; Software consolidation to function as one system</li> </ul> <p><b>Increased Time &amp; Efficiency</b></p> <ul style="list-style-type: none"> <li>• Allows for transformation of the IT team, putting more time back in their day to execute on different projects</li> <li>• Built to be future proofed to take on whatever workloads are thrown at it, with quicker time to value</li> </ul>

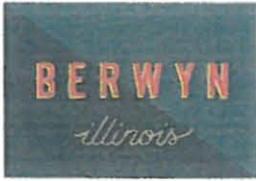
## Proposed Solution

	Included SW	License
Primary Site	HCI Kit	vSan + vSphere: 3Y
8-Node: vSan Node R740XD (1 vCenter)	vCenter	3Y
<b>Node Configuration</b>		
CPU	Intel Xeon Gold 6226 2.7G, 12C/24T, Turbo	
Memory	(6) 32GB RDIMM, Dual Rank	
Cache	(2) 800GB SSD SAS	
Storage	(12) 2.4TB 10K RPM SAS 12Gbps	
Network	(6) SFP+ SR Optic, 10G (Intel X710 Dual port), i350 Dual Port 1G, Boss Card	
Service	Dell ProSupport Plus & Pro Deploy Plus	





# Berwyn, IL



## Financial Analysis

**(8 Nodes) Dell/EMC vSan Ready Nodes R740XD  
(1 vCenter Node) + 3 Years ProSupport Plus**

List Price	\$449,832.42
<b>Final Price</b>	<b>\$ 115,655.83</b>

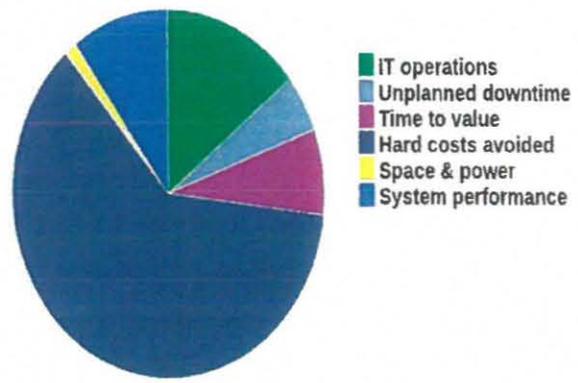
**\*\*Pricing Valid until 5/31/20**  
**\*\*All Products & Pricing derived from the State of Illinois**  
**Contract (CMT9108800)**

### LEASE PROGRAM: \$1 Buyout Tax Exempt Lease Purchase

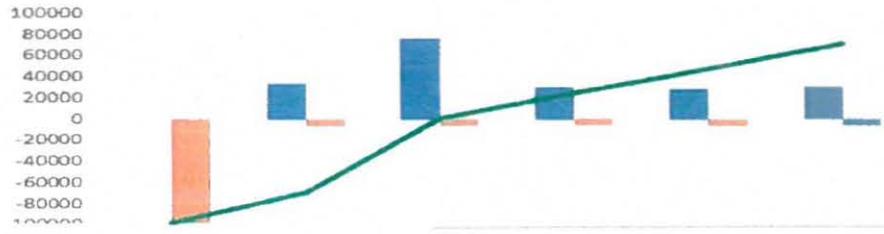
Quote #	Equipment	Unit Price	Qty.	Total Amount Financed	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments
3000060818283 1	VSAN Ready Node R740XD	\$ 13,694.69	7	\$ 95,862.83	Annual	36	0.34976	\$ 33,528.98
	VSAN Ready Node R740XD VCENTER	\$19,793.00	1	\$ 19,793.00	Annual	36	0.34976	\$ 6,922.80
<b>\$ 115,655.83</b>								<b>\$ 40,451.78</b>

Total projected benefits (A) (5yr)	\$199,529
Total investment (B) (5yr)	(\$97,484)
Total operating costs (C) (5yr)	(\$30,495)
<b>Total projected net benefits (A-B-C) (5yr)</b>	<b>\$71,550</b>
Return on investment (ROI) (5yr)	80%
Internal rate of return (IRR)	33%
Payback period (months)	24

### Benefits breakdown

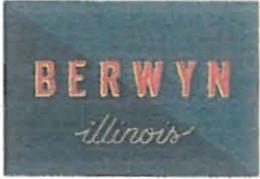


### Berwyn, IL Investment Summary





# Berwyn, IL



## Timeline





**DELL FINANCIAL SERVICES LEASE PROPOSAL**  
**BERWYN, ILLINOIS**  
**May 11, 2020**

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below. The lease quote provided below outlines only a few of the options available to you through DFS programs. If the information does not meet your needs, please let us know and we will work with you to tailor a lease program that does. Thank you for your interest in Dell Financial Services.

Sincerely,  
 Missy Totten  
 Dell Financial Services  
 512-724-5095  
[missy\\_totten@dell.com](mailto:missy_totten@dell.com)

**LEASE PROGRAM: \$1 Buyout Tax Exempt Lease Purchase**

Quote #	Equipment	Unit Price	Qty.	Total Amount Financed	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments
3000060818283.1	VSAN Ready Node R740XD	\$ 13,694.69	7	\$ 95,862.83	Annual	36	0.34976	\$ 33,528.98
	VSAN Ready Node R740XD VCENTER	\$19,793.00	1	\$ 19,793.00	Annual	36	0.34976	\$ 6,922.80
<b>\$ 116,655.83</b>								<b>\$ 40,451.78</b>

**End of Term Options:** Total Lease Amount: \$121,355.34 - \$115,655.83 (amt financed) + \$5,699.51 (lease factor fees)  
Tax Exempt Lease Purchase (TELP):  
 • Exercise the option to purchase the products for \$1.00.  
 • Return all products to lessor at the lessee's expense.

**LEASE QUOTE:** The Lease Quote is exclusive of Interim rental, shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please fax a copy of your Exemption Certificate with the Lease Contract.

**PURCHASE ORDER:** The Purchase Order will be made out to Dell Financial Services, One Dell Way, RR3 / MS8468, Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the Equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

**APPROPRIATION COVENANT:** The Lease shall contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid and Lessee will not give priority or parity in the application of funds to any functionally similar equipment.

**DOCUMENTATION:** Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, audited financials and such other documentation as is reasonably requested by Lessor.

**PROPOSAL VALIDITY/APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

LESSOR: Dell Financial Services L.L.C.

LESSEE: CITY OF BERWYN

Mailing Address:  
ONE DELL WAY  
Round Rock, TX 78682

Principal Address:  
6700 26TH ST  
BERWYN, IL 60402

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

Lease is noncancelable by Lessee, except as expressly provided in Section 5.

#### 1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

#### 2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

#### 3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The

#### 4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any

reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

#### 5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

#### 6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

#### 7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

#### 8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

#### 9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

## 10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

## 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

## 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

## 13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

#### 14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

#### 15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

#### 16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however,

that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

#### 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

#### 18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

#### 19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

#### 20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

#### 21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY ILLINOIS LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN COOK COUNTY, ILLINOIS, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

#### 22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed

copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

**CITY OF BERWYN**

"Lessee"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Dell Financial Services L.L.C.**

"Lessor"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. The Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



**SECRETARY/CLERK CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that:

(i) I am the duly elected, qualified, and acting \_\_\_\_\_ (Clerk, Secretary, etc.) of CITY OF BERWYN, a IL public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 598478-65644 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and Instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called \_\_\_\_\_ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the \_\_\_\_\_ day of \_\_\_\_\_ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from \_\_\_\_\_ to \_\_\_\_\_.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

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

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

Title: \_\_\_\_\_  
(Clerk or Secretary)

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

---

Subscribed to and sworn before me:

Notary Public: \_\_\_\_\_  
(Name)

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

My commission expires: \_\_\_\_\_



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000060818283.2</b>	Sales Rep	Nathan Acheson
<b>Total</b>	<b>\$115,655.83</b>	Phone	(800) 456-3355, 7237832
Customer #	9379955	Email	Nathan_Acheson@DELL.com
Quoted On	May. 11, 2020	<b>Billing To</b>	ACCTS PAYABLE
Expires by	Jun. 10, 2020		CITY OF BERWYN
Solution ID	12472885		6700 WEST 26TH ST
			BERWYN, IL 60402-2500

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Nathan Acheson

---

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
JIM FRANK CITY OF BERWYN 6700 WEST 26TH ST BERWYN, IL 60402 (708) 788-2660	Standard Delivery

Product	Unit Price	Qty	Subtotal
VSAN Ready Node R740XD - [amer_vsan_r740xd_12949]	\$13,694.69	7	\$95,862.83
VSAN Ready Node R740XD VCENTER	\$19,793.00	1	\$19,793.00

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<b>Subtotal:</b>	<b>\$115,655.83</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$115,655.83</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$115,655.83</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

JIM FRANK  
 CITY OF BERWYN  
 6700 WEST 26TH ST  
 BERWYN, IL 60402  
 (708) 788-2660

### Shipping Method

Standard Delivery

		Qty	Subtotal
<b>VSAN Ready Node R740XD - [amer_vsan_r740xd_12949]</b>	<b>\$13,694.69</b>	<b>7</b>	<b>\$95,862.83</b>

Estimated delivery if purchased today:

Jun. 11, 2020

Contract # C000000006563

Customer Agreement # Dell Std Terms

Description	SKU	Unit Price	Qty	Subtotal
R740XD,VSAN-RN,HYB	210-APNU	-	7	-
IDM/ Personality Module for VSAN RN R740xd	350-BBQW	-	7	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	7	-
No Trusted Platform Module	461-AADZ	-	7	-
Chassis with Up to 24 x 2.5 Hard Drives for 1CPU Configuration	321-BCPX	-	7	-
PowerEdge R740XD Shipping	340-BLBE	-	7	-
PowerEdge R740 Shipping Material	340-CORZ	-	7	-
Intel Xeon Gold 6226 2.7G, 12C/24T, 10.4GT/s, 19.25M Cache, Turbo, HT (125W) DDR4-2933	338-BTSO	-	7	-
No Additional Processor	374-BBBX	-	7	-
Blank for 1CPU Configuration	370-ADPF	-	7	-
Standard 1U Heatsink	412-AAIQ	-	7	-
2933MT/s RDIMMs	370-AEPP	-	7	-
Performance Optimized	370-AAIP	-	7	-
No RAID	780-BCDI	-	7	-
HBA330 Controller, 12Gbps Mini card	405-AANV	-	7	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	7	-
VMware ESXi 6.7 U3 Embedded Image (License Not Included)	634-BRIO	-	7	-
No Media Required	421-5736	-	7	-
iDRAC9,Enterprise	385-BBKT	-	7	-
OpenManage Enterprise Advanced	528-BIYY	-	7	-
iDRAC Group Manager, Disabled	379-BCQY	-	7	-
iDRAC,Factory Generated Password	379-BCSF	-	7	-
Riser Config 1, 4 x8 slots	330-BBGZ	-	7	-
SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	407-BBVK	-	7	-
SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	407-BBVK	-	7	-
Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC	555-BCKO	-	7	-
6 Performance Fans forR740/740XD	384-BBPZ	-	7	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	7	-
PowerEdge 2U LCD Bezel	325-BCHV	-	7	-

No Quick Sync	350-BBJV	-	7	-
Performance BIOS Settings	384-BBBL	-	7	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	7	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBQ	-	7	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	7	-
US Order	332-1286	-	7	-
ProDeploy Plus Add-On: VMware vSAN (Requires ProDeploy Plus)	815-4077	-	7	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	7	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	7	-
ProDeploy Plus Training Credits 300 Redeem at education.dell.com Expires 1Yr from Order Date	812-4005	-	7	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	7	-
OpenManage Integration for VMware vCenter - 1 host increment, 3 year license - Digitally Fulfilled	634-BJBD	-	7	-
Virtual SAN Ready Node,3 Years	815-9081	-	7	-
Dell Hardware Limited Warranty Plus On-Site Service	813-6068	-	7	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	821-2187	-	7	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	821-2195	-	7	-
Thank you choosing Dell ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355	989-3439	-	7	-
32GB RDIMM, 2933MT/s, Dual Rank	370-AEQH	-	42	-
2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AVEZ	-	84	-
800GB SSD SAS Write Intensive 12Gbps 512e 2.5in Hot Plug Drive, PMS-M, 10 DWPD, 14600 TBW	400-BDGV	-	14	-
Intel X710 Dual Port 10GbE Direct Attach SFP+ Adapter, PCIe Full Height	540-BBHP	-	14	-
SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	407-BBVK	-	28	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	14	-
HCI Kit Standard Edition, 1 CPU (max 32 cores/CPU socket), 3 year License and Support	528-BEMY	-	7	-
ProSupport for Software, VMware HCI Kit, Standard, Per CPU, 3 Years	819-3394	-	7	-

<b>Qty</b>	<b>Subtotal</b>
1	\$19,793.00

**VSAN Ready Node R740XD VCENTER**

Estimated delivery if purchased today:  
Jun. 11, 2020  
Contract # C000000006563  
Customer Agreement # Dell Std Terms

Description	SKU	Unit Price	Qty	Subtotal
R740XD,VSAN-RN,HYB	210-APNU	-	1	-
IDM/ Personality Module for VSAN RN R740xd	350-BBQW	-	1	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
Chassis with Up to 24 x 2.5 Hard Drives for 1CPU Configuration	321-BCPX	-	1	-
PowerEdge R740XD Shipping	340-BLBE	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-

Intel Xeon Gold 6226 2.7G, 12C/24T, 10.4GT/s, 19.25M Cache, Turbo, HT (125W) DDR4-2933	338-BTSO	-	1	-
No Additional Processor	374-BBBX	-	1	-
Blank for 1CPU Configuration	370-ADPF	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
2933MT/s RDIMMs	370-AEPP	-	1	-
Performance Optimized	370-AAIP	-	1	-
No RAID	780-BCDI	-	1	-
HBA330 Controller, 12Gbps Mini card	405-AANV	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	1	-
VMware ESXi 6.7 U3 Embedded Image (License Not Included)	634-BRIO	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
Riser Config 1, 4 x8 slots	330-BBGZ	-	1	-
SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	407-BBVK	-	1	-
SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	407-BBVK	-	1	-
Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC	555-BCKO	-	1	-
6 Performance Fans forR740/740XD	384-BBPZ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	1	-
PowerEdge 2U LCD Bezel	325-BCHV	-	1	-
No Quick Sync	350-BBJV	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	1	-
US Order	332-1286	-	1	-
ProDeploy Plus Add-On: VMware vSAN (Requires ProDeploy Plus)	815-4077	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus Training Credits 300 Redeem at education.dell.com Expires 1Yr from Order Date	812-4005	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-
OpenManage Integration for VMware vCenter - 1 host increment, 3 year license - Digitally Fulfilled	634-BJBD	-	1	-
Virtual SAN Ready Node,3 Years	815-9081	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-6068	-	1	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	821-2187	-	1	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	821-2195	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-

32GB RDIMM, 2933MT/s, Dual Rank	370-AEQH	-	6	-
2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AVEZ	-	12	-
800GB SSD SAS Write Intensive 12Gbps 512e 2.5in Hot Plug Drive, PM5-M, 10 DWPD, 14600 TBW	400-BDGV	-	2	-
Intel X710 Dual Port 10GbE Direct Attach SFP+ Adapter, PCIe Full Height	540-BBHP	-	1	-
SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	407-BBVK	-	4	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
HCI Kit Standard Edition, 1 CPU (max 32 cores/CPU socket), 3 year License and Support	528-BEMY	-	1	-
ProSupport for Software, VMware HCI Kit, Standard, Per CPU, 3 Years	819-3394	-	1	-
VMware vCenter Standard License, 3yr Subscription w/Dwngprd Rights, NFI	634-BHBP	-	1	-

<b>Subtotal:</b>	<b>\$115,655.83</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$115,655.83</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and Invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**<sup>^</sup>Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

## Margaret M. Paul

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**From:** Michael D. Cimaglia  
**Sent:** Thursday, May 21, 2020 2:49 PM  
**To:** City Clerks Department; Margaret M. Paul  
**Subject:** City Council  
**Attachments:** Adjudication Ordinance Amendment.pdf

J-2

Good afternoon,

Can you please add the attached document to the agenda for the City Council meeting on Tuesday May 26, 2020. I believe that this agenda item is going to need to be referred to either the Budget Committee or the Law Department or both for finalization recommendations.

Thank you in advance,  
Michael

Michael D. Cimaglia  
Chief of Police  
Berwyn Police Department  
6401 W. 31<sup>st</sup> Street  
708-795-2100  
Fax: 708-788-3813  
E-mail: [Mcimaglia@ci.berwyn.il.us](mailto:Mcimaglia@ci.berwyn.il.us)

Privileged/Confidential Law Enforcement Sensitive Information may be contained in this message. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited



Mayor  
Robert J. Lovero

# BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police  
Michael D. Cimaglia

Mayor Robert J. Lovero and  
Berwyn City Council  
6700 W. 26th Street  
Berwyn, Illinois 60402

21 May 2020

Dear Mayor and Elected Officials,

This memorandum is in reference to changing the scope and existing fine / payment structure of our current local ordinance and vehicle compliance and city code violation enforcement citation programs.

We are slated to initiate the beta portion of our electronic ticketing program (Quicket) on 01JUL20 with anticipated adjudication dates in mid-August of this year. In order to provide a stable work flow structure it is necessary that we make some amendments in regards to base fine amounts, violations and other associated schedules so that our electronic citation and electronic adjudication platform algorithms can effectively complete their programmed tasks in a consistent manner and alleged violators are provided the opportunity for proper due process.

We are requesting that amendments be made to the following sections. More detailed information on these amendments can be found in the respective annex section of this communication.

- A. Part 4: Traffic Code Title 2: General Provisions Chapter 422: Administration, Enforcement and Penalty Subsection 422.99: Penalty.
- B. Part 2: Administration Code Title 10: Judiciary Chapter 292: Administrative Adjudication of Violations of the City Code Subsection 292.99 Schedule of Fines and Penalties.
- C. Part 2: Administration Code Title 10: Judiciary Chapter 292: Administrative Adjudication of Violations of the City Code Subsection 292.06 Administrative Hearings
- D. Part 4: Traffic Code Title: General Provisions Chapter 420: Illinois Vehicle Code Subsection 420.01: Portions Adopted
- E. Part 6: General Offense Codes Chapter 662: Offenses Relating to Property by adding a subsection for the offense of retail theft.

*The preceding amendment requests provide a general direction but it would be my recommendation that they be referred to the legal department for further review.*

Converting to a digital workflow process will allow our department to accept online electronic payments, automatically increase fines according to the pre-determined range schedules, provide officers the discretion to issue mandatory adjudication dates, fulfill adjudication date requests from the public and

6401 West 31<sup>st</sup> St Berwyn, IL 60402 - Emergency 9-1-1 - 708-795-5600 – Fax 708-795-5627

[www.berwynpolicedepartment.com](http://www.berwynpolicedepartment.com)

electronically transition any unpaid liabilities to stipulated collection services after pre-determined trigger dates are hit. Please refer to the workflow visual in Appendix F for more information. Thank you for your consideration with this request and do not hesitate to contact us with any questions or concerns you may have.

A handwritten signature in black ink, appearing to read "Michael D. Cimaglia", written over a horizontal line.

Michael D. Cimaglia  
Chief of Police  
Berwyn Police Department

ANNEX A

Amend Part 4: Traffic Code Title 2: General Provisions Chapter 422: Administration, Enforcement and Penalty Subsection 422.99: Penalty.

Change the fine payments associated with 420.04 (Compliance Warning Tickets) from \$40 to \$50 for fines paid within time and from \$80 to \$100 for fines paid after time specified on citation.

Proposed Amendment

§ 422.99 PENALTY.

Fines for violations of certain sections of this Traffic Code shall be as provided in the following Schedule of Fines. Whoever violates any provision of this Traffic Code for which no penalty is otherwise provided shall be subject to the penalty provided in § 202.99.

C.O. Section	Violation	Fines	
		Paid Within Time	Paid After Time Specified on Citation
420.01(F)(26)	Handicapped parking only	\$250	\$350
420.01(F)(27)	Parked wrong way on a one-way street	\$50	\$75
420.01(F)(27)	Double parked	\$50	\$75
420.01(F)(27)	Parked in violation of a sign	\$50	\$75
420.01(F)(27)	Left wheel to curb (two-way street)	\$50	\$75
420.01(F)(27)	Parked on a sidewalk	\$50	\$75
420.01(F)(27)	Parked in crosswalk	\$50	\$75
420.01(F)(27)	Parked 20 feet of a crosswalk	\$50	\$75
420.01(F)(27)	Blocking driveway (public or private)	\$50	\$75
420.01(F)(27)	Parked 15 feet of a fire hydrant	\$50	\$75
420.01(F)(27)	Parked 12 inches or more from curb	\$50	\$75
420.01(F)(27)	Parked 30 feet of a stop or yield sign or stoplight	\$50	\$75
420.01	No state plates	\$50	\$75
420.01	Obstructing traffic	\$50	\$75
420.04	Compliance warning tickets	\$40	\$50 \$80 \$100
-	Safety violations	\$50	\$75
440.03	Parked on a parkway	\$50	\$75
462.02(E)	Resides in city registration elsewhere	\$100	\$200
462.03(B)	Falsifying application	\$200	\$200
462.07(A)	No vehicle tag displayed	\$100	\$200
462.07(C)	Vehicle sticker displayed improperly	\$50	\$75
462.08	Misuse of tags and stickers	\$100	\$200
468.02(A)	Abandoned vehicle	\$50	\$75
468.02(B)	Abandoned vehicle (private property)	\$50	\$75
480.01	Miscellaneous prohibited parking	\$50	\$75
480.01	No parking zone (yellow curb)	\$50	\$75
480.01	Parked over one hour	\$50	\$75
480.01	Parked over two hours	\$50	\$75

480.01	Parked over three hours	\$50	\$75	
480.01	Ninety minutes parking only	\$50	\$75	
480.01	Snow removal	\$50	\$75	
480.03(A)	Illegal parking of mobile home, trailer, boat and the like	\$50	\$75	
480.03(B)	Illegal parking of a commercial vehicle	\$50	\$75	
480.04	Illegal parking in an alley	\$50	\$75	
480.05	Parked during snow emergency	\$50	\$75	
480.05	Parked during street sweeping	\$50	\$75	
480.06	Backed into diagonal parking	\$50	\$75	
480.10	Parked in violation of a loading zone	\$50	\$75	
482.05(B)	Parked outside of marked space	\$50	\$75	
482.09(A)	Parking meter violation	\$50	\$75	
482.09(B)	Meter feeding	\$50	\$75	
482.10	Use of slugs in meters	\$50	\$75	
482.11	Damaging or covering meters	\$50	\$75	
484.02(D)	Residential parking decal display violations	\$50	\$75	
484.03	Business permit parking violations	\$50	\$75	
484.03(D)	Municipal permit parking violations	\$50	\$75	
484.07	Vacin Fairway permit parking violations	\$50	\$75	
484.03(D)	Commuter permit parking violations	\$50	\$75	
484.04	Illegal use of visitor's pass	\$100	\$200	
484.08(B)	Parked with off-street vehicle sticker	\$50	\$75	

(Ord. 00-25, passed 6-13-2000; Ord. 02-26, passed 9-24-2002; Ord. 03-21, passed 6-10-2003; Ord. 05-55, passed 12-13-2005; Ord. 07-24, passed 5-22-2007; Ord. 07-32, passed 6-26-2007; Ord. 09-59, passed 12-22-2009; Ord. 10-06, passed 1-12-2010; Ord. 14-05, passed 2-11-2014)

ANNEX B

Amend Part 2: Administration Code Title 10: Judiciary Chapter 292: Administrative Adjudication of Violations of the City Code Subsection 292.99 Schedule of Fines and Penalties.

Proposed Amendment

§ 292.99 SCHEDULE OF FINES AND PENALTIES.

Except as otherwise provided, whoever violates or fails to comply with any provisions of City Code shall be subject to the penalties provided in the Code except that in no case shall incarceration or a fine in excess of \$1,000 be imposed. For a violation of any provision of the city code, other than a violation of Part Four of these Codified Ordinances (the Traffic Code), fines and penalties shall be as established from time to time by the Mayor and City Council.

(Ord. 97-53, passed 12-9-1997)

ANNEX C

Amend Part 2: Administration Code Title 10: Judiciary Chapter 292: Administrative Adjudication of Violations of the City Code Subsection 292.06 Administrative Hearings

Proposed Amendment

§ 292.06 ADMINISTRATIVE HEARINGS.

An administrative hearing to adjudicate any alleged city code violation on its merits shall be held at the date, time and place as is set forth by the City Code Enforcement Commissioner and served as required by this chapter. All administrative hearings shall be recorded and shall culminate in a determination of liability or non-liability, made by the Hearing Officer, who shall consider facts and/or testimony without the application of the formal or technical rules of evidence. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. The Hearing Officer shall, upon a determination of liability, assess the relief as deemed equitable and assess fines and penalties in accordance with § 292.10, which can include, but is not limited to a discretionary court fee of not more than \$20 to be added to final determination fines if defendant is found liable. Persons appearing to contest the alleged city code violation on its merits may be represented by counsel at their own expense.

(Ord. 97-53, passed 12-9-1997)

ANNEX D

Amend Part 4: Traffic Code Title: General Provisions Chapter 420: Illinois Vehicle Code Subsection 420.01:

Portions Adopted

Proposed Amendment

§ 420.01 (AMENDED) Adoption of the Illinois Vehicle Code.

For the purpose of regulating and controlling traffic on the streets of the city, there are hereby adopted, by reference, by and for the city, the Illinois Vehicle Code, being 625 ILCS 5/1-100 et seq, as may be amended, is hereby adopted in its entirety.

- A. Any person, pursuant to the issuance of a uniform traffic ticket/complaint, who is accused of a violation the Illinois Vehicle Code, being 625 ILCS 5/1-100 et seq, for which a court appearance is required, will appear in the City of Berwyn local traffic hearing room on the designated date and time at the District 4-Maybrook Court House located at 1500 Maybrook Drive, Maywood, Illinois 60153.
- B. The City of Berwyn will prosecute 625 ILCS 5/6-303 where the basis of the suspension / revocation is (i) due to financial responsibility, insurance compliance, or unsatisfied judgement; or (ii) misdemeanor driving without license. The Cook County States Attorney Office will prosecute 625 ILCS 5/6-303 where the basis of suspension is (i) DUI (ii) reckless homicide (iii) leaving the scene of an accident involving injury or death (iv) fleeing or attempting to elude a police officer (v) accident resulting in injury or death and felonies where in (i) prior 6-303 convictions are for DUI / reckless homicide (ii) the defendant has five (5) or more financial based 6-303 convictions or (iii) there are other aggravating circumstances.

Section 4. The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the amendments contemplated by this Ordinance.

Section 5. All prior actions of the City's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

Section 6. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 7. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. This ordinance shall be effective and in full force immediately upon passage and approval. A full, true and complete copy of the Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the City as provided by the Illinois Municipal Code, as amended.

§ 420.01 PORTIONS ADOPTED – STRICKEN AND AMENDED:

For the purpose of regulating and controlling traffic on the streets of the city, there are hereby adopted, by reference, by and for the city, the following portions of the 1994 Illinois Vehicle Code, being ILCS Ch. 625, including any subsequent amendments or revisions thereto:

(A) Chapter 1. Title and Definitions, ILCS Ch. 625, Act 5, § 1-101 through Act 5, § 1-218.5.

(B) Chapter 2. The Secretary of State.

- (1) ILCS Ch. 625, Act 5, § 2-101;
- (2) ILCS Ch. 625, Act 5, § 2-103; and
- (3) ILCS Ch. 625, Act 5, § 2-114.

(C) Chapter 3. Certificates of Title and Registration of Vehicles.

- (1) ILCS Ch. 625, Act 5, § 3-100 through Act 5, § 3-100.3;
- (2) ILCS Ch. 625, Act 5, § 3-101;
- (3) ILCS Ch. 625, Act 5, § 3-102;
- (4) ILCS Ch. 625, Act 5, § 3-112;
- (5) ILCS Ch. 625, Act 5, § 3-113(a);
- (6) ILCS Ch. 625, Act 5, § 3-401;
- (7) ILCS Ch. 625, Act 5, § 3-402;
- (8) ILCS Ch. 625, Act 5, § 3-404;
- (9) ILCS Ch. 625, Act 5, § 3-411;
- (10) ILCS Ch. 625, Act 5, § 3-413;
- (11) ILCS Ch. 625, Act 5, § 3-416;
- (12) ILCS Ch. 625, Act 5, § 3-417;
- (13) ILCS Ch. 625, Act 5, § 3-501;
- (14) ILCS Ch. 625, Act 5, § 3-502;
- (15) ILCS Ch. 625, Act 5, § 3-601;
- (16) ILCS Ch. 625, Act 5, § 3-605;
- (17) ILCS Ch. 625, Act 5, § 3-701 through Act 5, § 3-703;
- (18) ILCS Ch. 625, Act 5, § 3-706;
- (19) ILCS Ch. 625, Act 5, § 3-815; and
- (20) ILCS Ch. 625, Act 5, § 3-833.

(D) Chapter 5. Dealers, Transporters, Wreckers and Rebuilders.

- (1) ILCS Ch. 625, Act 5, § 5-100 through Act 5, § 5-102;
- (2) ILCS Ch. 625, Act 5, § 5-201;
- (3) ILCS Ch. 625, Act 5, § 5-202(e); and
- (4) ILCS Ch. 625, Act 5, § 5-301.

(E) Chapter 6. The Illinois Driver Licensing Law.

- (1) ILCS Ch. 625, Act 5, § 6-100 through Act 5, § 6-105;
- (2) ILCS Ch. 625, Act 5, § 6-112;
- (3) ILCS Ch. 625, Act 5, § 6-113;
- (4) ILCS Ch. 625, Act 5, § 6-116;
- (5) ILCS Ch. 625, Act 5, § 6-301;
- (6) ILCS Ch. 625, Act 5, § 6-303 through Act 5, § 6-305.1; and

(7) ILCS Ch. 625, Act 5, § 6-401.

(F) Chapter 11. Rules of the Road.

- (1) ILCS Ch. 625, Act 5, § 11-100;
- (2) ILCS Ch. 625, Act 5, § 11-203;
- (3) ILCS Ch. 625, Act 5, § 11-204;
- (4) ILCS Ch. 625, Act 5, § 11-208;
- (5) ILCS Ch. 625, Act 5, § 11-209;
- (6) ILCS Ch. 625, Act 5, § 11-301;
- (7) ILCS Ch. 625, Act 5, § 11-305 through Act 5, § 11-307;
- (8) ILCS Ch. 625, Act 5, § 11-309 through Act 5, § 11-313;
- (9) ILCS Ch. 625, Act 5, § 11-401(a);
- (10) ILCS Ch. 625, Act 5, § 11-402 through Act 5, § 11-410;
- (11) ILCS Ch. 625, Act 5, § 11-502 through Act 5, § 11-504;
- (12) ILCS Ch. 625, Act 5, § 11-601;
- (13) ILCS Ch. 625, Act 5, § 11-605;
- (14) ILCS Ch. 625, Act 5, § 11-606;
- (15) ILCS Ch. 625, Act 5, § 11-608;
- (16) ILCS Ch. 625, Act 5, § 11-610;
- (17) ILCS Ch. 625, Act 5, § 11-611;
- (18) ILCS Ch. 625, Act 5, § 11-701 through Act 5, § 11-711;
- (19) ILCS Ch. 625, Act 5, § 11-801 through Act 5, § 11-806;
- (20) ILCS Ch. 625, Act 5, § 11-901 through Act 5, § 11-907;
- (21) ILCS Ch. 625, Act 5, § 11-1001 through Act 5, § 11-1007;
- (22) ILCS Ch. 625, Act 5, § 11-1009 through Act 5, § 11-1011;
- (23) ILCS Ch. 625, Act 5, § 11-1101 through Act 5, § 11-1104;
- (24) ILCS Ch. 625, Act 5, § 11-1201 through Act 5, § 11-1205;
- (25) ILCS Ch. 625, Act 5, § 11-1301;
- (26) ILCS Ch. 625, Act 5, § 11-1301.1 through Act 5, § 11.1301.3;
- (27) ILCS Ch. 625, Act 5, § 11-1303 through Act 5, § 11-1305;
- (28) ILCS Ch. 625, Act 5, § 11-1401 through Act 5, § 11-1408;
- (29) ILCS Ch. 625, Act 5, § 11-1410 through Act 5, § 11-1421;
- (30) ILCS Ch. 625, Act 5, § 11-1423 through Act 5, § 11-1425; and
- (31) ILCS Ch. 625, Act 5, § 11-1501 through Act 5, § 11-1507.1.

(G) Chapter 12. Equipment of Vehicles.

- (1) ILCS Ch. 625, Act 5, § 12-101;
- (2) ILCS Ch. 625, Act 5, § 12-201 through Act 5, § 12-215;
- (3) ILCS Ch. 625, Act 5, § 12-301;
- (4) ILCS Ch. 625, Act 5, § 12-401 through Act 5, § 12-405;
- (5) ILCS Ch. 625, Act 5, § 12-501 through Act 5, § 12-503;
- (6) ILCS Ch. 625, Act 5, § 12-601 through Act 5, § 12-604;
- (7) ILCS Ch. 625, Act 5, § 12-606 through Act 5, § 12-610.1;
- (8) ILCS Ch. 625, Act 5, § 12-701 through Act 5, § 12-703;
- (9) ILCS Ch. 625, Act 5, § 12-704.3;
- (10) ILCS Ch. 625, Act 5, § 12-706 through Act 5, § 12-710; and

- (11) ILCS Ch. 625, Act 5, § 12-801 through Act 5, § 12-812.
  - (H) Chapter 13. Inspection of Vehicles, ILCS Ch. 625, Act 5, § 13-111.
  - (I) Chapter 13C. Emission Inspection.
  - (J) Chapter 15. Size, Weight, Load and Permits.
    - (1) ILCS Ch. 625, Act 5, § 15-101 through Act 5, § 15-114;
    - (2) ILCS Ch. 625, Act 5, § 15-301(a) through (h) and (j) and (k); and
    - (3) ILCS Ch. 625, Act 5, § 15-317.
  - (K) Chapter 18C. Illinois Commercial Transportation Law.
    - (1) ILCS Ch. 625, Act 5, § 18C-4104(a);
    - (2) ILCS Ch. 625, Act 5, § 18C-4604(1);
    - (3) ILCS Ch. 625, Act 5, § 18C-4604(3);
    - (4) ILCS Ch. 625, Act 5, § 18C-4604(4); and
    - (5) ILCS Ch. 625, Act 5, § 18C-4701(1).
- (Ord. 03-27, passed 7-22-2003; Ord. 08-12, passed 2-12-2008)

## ANNEX E

Amend Part 6: General Offense Codes Chapter 662: Offenses Relating to Property by adding a subsection related to retail theft.

Proposed Amendment (addition)

### 662.12 Offense of Retail Theft

A person commits the offense of retail theft, which shall be a violation of this code, when he or she knowingly:

- a. Takes possession of, carries away, transfers or causes to be carried away or transferred, any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant permanently of the possession, use or benefit of such merchandise without paying the full value of such merchandise;
- b. Alters, transfers, or removes any label, price tag, marking, indicia of value or any other markings which aid in determining value affixed any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment and attempts to purchase such merchandise personally or in consort with another at less than the full retail value with the intention of depriving the merchant the full retail value of such merchandise;
- c. Transfers any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise;
- d. Under-rings with the intention of depriving the merchant of the full retail value of the merchandise;
- e. Removes a shopping cart from the premises of a retail mercantile establishment without the consent of the merchant given at the time of such removal with the intention of depriving the merchant permanently of possession, use or benefit of such cart;
- f. Represents to a merchant that he or she or another is the lawful owner of property, knowing that such representation is false, and conveys or attempts to convey that property to a merchant who is the owner of the property in exchange for money, merchandise credit or other property of the merchant;
- g. Uses or possesses any theft detection shielding device or theft detection device remover with the intention of using such device to deprive the merchant permanently of the possession, use or benefit of any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment without paying the full value of such merchandise; or
- h. Obtains or exerts unauthorized control over property of the owner and thereby intends to deprive the owner permanently of the use or benefit of the property when a lessee of the personal property of another fails to return it to the owner, or if the lessee fails to pay the full retail value of such property to the lessor in satisfaction of any contractual provision requiring such, within ten days after written demand from the owner for its return. A notice in writing, given after the expiration of the leasing agreement, by registered mail, to the lessee at the address given by the lessee and shown on the leasing agreement shall constitute proper demand.

### Presumptions.

If any person:

- a. Conceals upon his or her person or among his or her belongings, unpurchased merchandise displayed, held, stored or offered for sale in a retail mercantile establishment; and
- b. Removes that merchandise beyond the last known station for receiving payments for the merchandise in that retail mercantile establishment such person shall be presumed to have possessed, carried away or transferred such merchandise with the intention of retaining it or with the intention of depriving the merchant

permanently of the possession, use or benefit of such merchandise without paying the full retail value of such merchandise.

Definitions.

The words and phrases defined in Section 16A-2.1 through 16A-2.13 of Article 16A entitled "Retail Theft" of the 720 ILCS 5/16A et seq. shall be applicable to the provisions of this chapter.

## Annex F

### Local Ordinance Citation Workflow

#### (City Code Violation Enforcement Chapter 292)

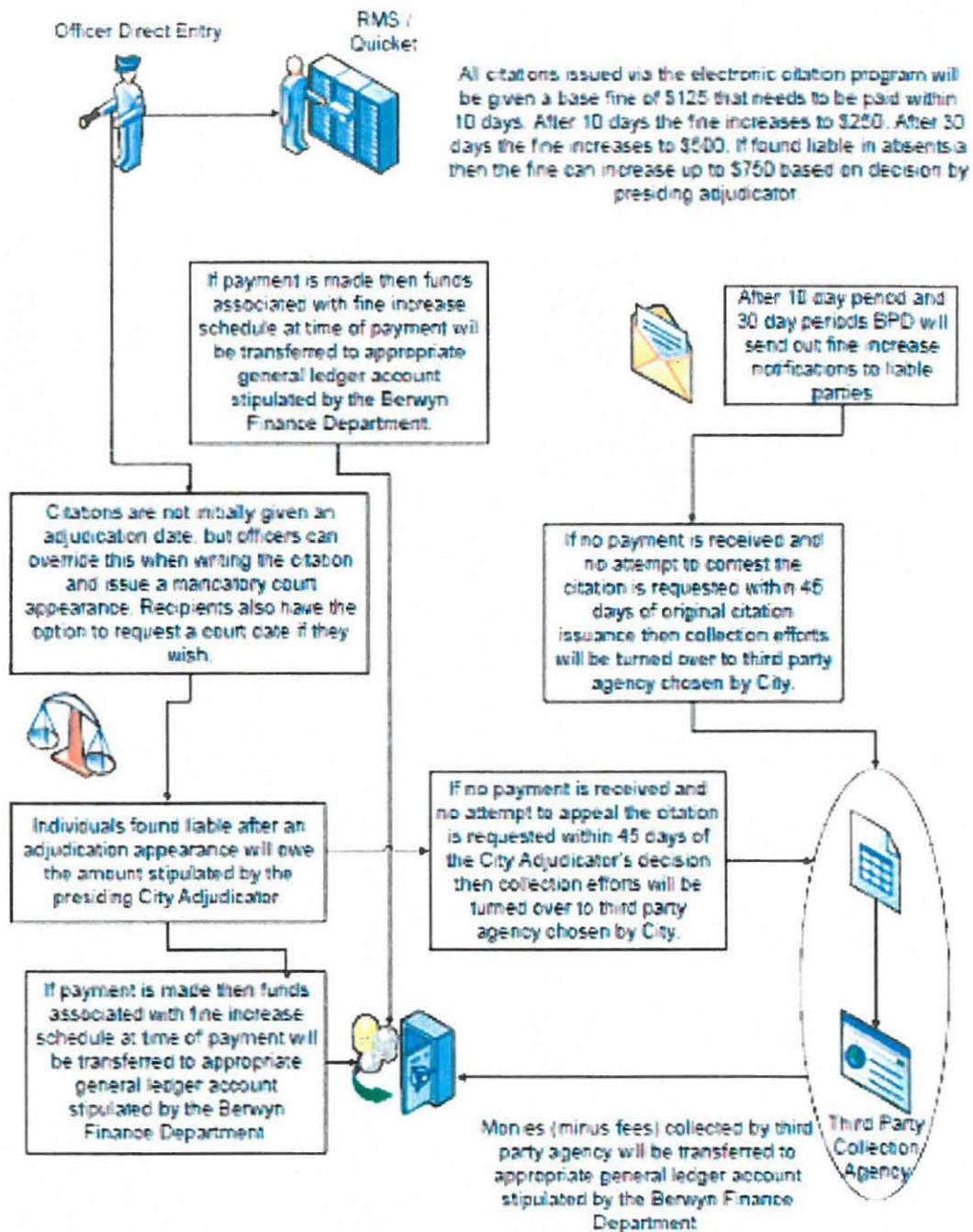
- Officer Issues Citation (292.04)(a)(b)(c)
  - City code violations are issued a mandatory court date that will be listed on the citation in accordance to 292.04(d). Initial base city code violations will be assessed a fee
- Payment can be made online at Quicket website.
  - If payment is made then citation will be automatically be removed from court call.
  - If no payment is made within 10 days of citation issuance then the violation will be doubled per (292.04(D)(3). If payment is made after this point or before stipulated court date then the citation will be automatically be removed from the court call.
- Court
  - An administrative hearing on any alleged city code violation shall be held (292.06) for citations that have not been previously been paid up to the point of the stipulated court date.
  - If found liable the adjudicator has the option to override the fine amount and either raise it to the statutory limit of \$750 or in dire situations lower it to whatever amount they deem necessary based on the circumstances of the case.
  - If the defendant does not show they can be found liable in absentia and be fined up to \$750 according to 292.07
- Collections
  - There is no payment plan so any amount determined on this date must be paid within 30 days. All outstanding monies owed after 45 days will be sent to collections according to 292.10

### Vehicle Compliance Violation Citation Workflow

#### (Vehicle Compliance Violation Enforcement Chapters 420, 422 and 424)

- Officer Issues Citation 424.03 (a)(b)(c)
    - Vehicle compliance violations are issued an initial fee of \$50 and subsequent late fees will be listed on the citation in accordance to 424.03(d). Court dates are not mandatory, but an administrative hearing on any alleged vehicle compliance violation can be requested per subsection 424.05.
  - Payment
    - Payment(s) can be made online at Quicket website.
    - If no payment is made within 10 days of citation issuance then the violation will be doubled per subsection 422.99 and a notification of fine increase along with a notification of “may appear” hearing will be sent out via first class mail per subsection 424.06(B)(4) and (5)
  - Court
    - If found liable the adjudicator has the option to override the fine \$100 fine amount and situations lower it to whatever amount they deem necessary based on the circumstances of the case.
    - If the defendant does not show they can be found liable in absentia and be fined up to the stipulated amount of \$100
  - Collections
    - There is no payment plan so any amount determined on this date must be paid within 30 days. All outstanding monies owed after 45 days will be sent to collections according to 424.18(a)
- If you have any questions please feel free to contact me.

## Visualized Workflow





Mayor  
Robert J. Lovero

## BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police  
Michael D. Cimaglia

J-3

Mayor Robert J. Lovero and  
Berwyn City Council  
6700 W. 26th Street  
Berwyn, Illinois 60402

21 May 2020

Dear Mayor and Elected Officials,

This is a formal communication requesting the authorization to purchase a climate controlled storage container.

Several years ago the Police Department rented a cargo storage trailer to store several pieces of evidence and recovered property. Over the course of several years we ended up renting a total of three cargo storage trailers, none of which were climate controlled.

When I was appointed as the Chief of Police, I had an audit conducted in the Evidence Room, the Storage Facility on Stanley Avenue and the Forty foot (40') Cargo Storage Trailers. When auditors and investigators entered the trailers they discovered that the trailers had become deteriorated in different locations, causing leaks during rain falls and snow melting. Because the containers were not climate controlled, the evidence and property contained inside the containers became infested with mold and had to be destroyed instead of auctioned or preserved.

The trailers were costing the City of Berwyn \$115.00 per month for each trailer and with three total trailers the City was paying \$345.00 each month. We cleared out the trailers and either destroyed the property that was inside of them, repackaged and continued to preserve the evidence and auctioned the salvageable property that was not infested with mold. We then returned two of the three trailers leaving us with one trailer and a monthly cost of \$115.00 per month for the rental of the trailer.

The trailer once emptied, aired out and cleaned was being utilized for the storage of all of the recovered Arson evidence from various cases. Arson evidence usually contains some type of accelerant so it needs to be stored outside of the building for safety purposes and away from all other evidence. Some other items were placed into the trailer for short term storage and again the items needed to be destroyed because they and the interior of the trailer became wet and moldy and some of the Arson cans began to deteriorate. In addition to the leaks and the mold, the trailer has become a habitat for rodents (Rats).

6401 West 31<sup>st</sup> St Berwyn, IL 60402 - Emergency 9-1-1 -708-795-5600 – Fax 708-795-5627

[www.berwynpolicedepartment.com](http://www.berwynpolicedepartment.com)

To resolve all of the problems and to eliminate a recurring monthly cost to the City I would like to purchase a smaller, Twenty Foot (20') container that is climate controlled with a HVAC System. We have received three separate quotes for the purchase of a container.

The first quote was from PacVan for a 20' metal shipping container used with a turbo vent, HVAC unit, and HVAC Unit exterior guard for an approximate total cost of \$5,695.00.

The second quote was from Container Sales Group for a 20' metal shipping container used, with two 12" square vents, an HVAC System including an exterior guard, electrical panel and insulation of the ceiling for an approximate cost of \$6,175.00.

The third and final quote was from ITS ConGlobal for a 20' metal shipping container used, with two 12' square vents, a Turbine Fan, An HVAC system which includes 11800 BTU unit, exterior grille and wall sleeve for an approximate cost of \$3,910.00.

There is existing electric in the area where the storage container will be established and any electrical up-grades that are necessary should be of minimal cost. After reviewing the three proposals, I would agree with Commander Fellows' recommendation and purchase the shipping container described in the third quote from ITS ConGlobal. I have attached copies of the quotes that were received and the recommendation from Commander Fellows.

If you have any questions please feel free to contact me.

Thank you in Advance,



Michael D. Cimaglia  
Chief of Police  
Berwyn Police Department

**Unit Commander  
Michael W. Fellows**

**Berwyn Police Department**

**Memo**

**To:** Chief of Police, Michael Cimaglia  
**From:** **Unit Commander Michael Fellows**  
**Juvenile Investigations/Community Relations**  
**Date:** 05/12/2020  
**Re:** Arson Container



Chief Cimaglia,

As part of my transition as the Commander overseeing the Berwyn Police Department Evidence Unit, I not only conducted an audit of our currently inventory, but I also did a walkthrough of each area that we store evidence. That leads me to the reason for this memorandum. After speaking with Division Commander Ochsner we are currently paying a monthly fee of approximately \$200 for a 40 foot metal shipping container that houses all of our arson evidence. This shipping container is in the rear of our building. During my walkthrough, I found that this 40 foot container is much larger than our need. There is only a two (2) shelving units housing a small amount of evidence in current inventory. Arson evidence is usually required to be kept for the life of the evidence, the need for this storage is not going to end, and therefore that monthly fee would also not end. Our current container is causing some of the evidence to grow mildew and mold based upon which could possibly damage/destroy the housed evidence.

I believe that purchasing a smaller metal shipping container is a much more viable option for our department. A smaller metal shipping container will not take up as much space. By purchasing the unit, granted it is a larger up front cost, but once it is paid there is no longer a need for a monthly fee. I know that we have had our currently 40 foot container for multiple years, and our department basically could have paid for several new containers at this point.

I contacted three local container companies and gave them some perimeters that I required. I requested some type of additional venting in order to possibly cut down on the mold/mildew situation that we are experiencing and in addition to a possible HVAC unit that can be installed to also decrease the likelihood of evidence being damaged or destroyed because the metal container is being housed outside in the elements.

**Option #1 – PacVan, 20301 Cottage Grove Ave, Chicago Heights, Illinois 60411**

This company not only provides a 20 foot option, but they also provide a 10 foot option of a metal container. The 10 foot container is more expensive than the 20 foot option, and I personally wouldn't recommend the 10 foot option for the cost aspect, and you never know we may need the 20 foot of space eventually.

\$2,800 -	20' Metal Shipping Container (1 Trip – Basically Brand New)
650 -	Turbo Vent (See Attached Pic)
1,400 -	HVAC Unit
650 -	HVAC Unit Exterior Guard
195 -	Delivery
<u>\$5695</u>	Approximate Total Cost

**Option #2 – Container Sales Group, 6880 River Road, Hodgkins, Illinois 60525**

This company provides a used option, which I believe may be a better option. They do not have the 10 foot option as Pac Van, however, as previously stated, I don't feel that is viable option anyway.

\$1400 -	20' Metal Shipping Container (USED)
850 -	Two (2) 12" Square Vents
3520 -	HVAC System with includes exterior guard, electrical panel, and insulation of the ceiling of the unit with 2" foam.
<u>405 -</u>	Delivery
\$6175	Approximate Total Cost

**Option #3 – ITS ConGlobal, 2040 E. 106<sup>th</sup> Street, Chicago, Illinois 60617**

This company also does not offer the 10 foot option as Pac Van, however, as previously stated, I don't feel that is viable option anyway.

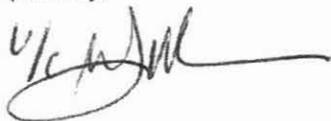
\$1290 -	20' Metal Shipping Container (USED)
370 -	Two (2) 12" Square Vents
250 -	Turbine Fan
1875 -	HVAC System with includes 11800 Btu unit, exterior grille, wall sleeve.
<u>125 -</u>	Delivery
<b>\$3910</b>	<b>Approximate Total Cost - Recommendation</b>

As you can see by the three quotes, the largest expense for the metal shipping containers is the HVAC system and the installation.

It is my recommendation that our department should invest in the purchase of a 20' metal shipping container to continue to store our arson evidence. I am also recommending the purchase of the 20 foot metal shipping container from **OPTION #3 - ITS ConGlobal** and having them install the two (2) 12" square vents, the turbine fan, and the HVAC unit. Option #2 provided an additional feature of insulating the ceiling with 2" foam. I feel that this is an expense that we can look at another time if the need arises in the future. If you elect to purchase a shipping container, we will own it, therefore, any additional modifications can be made at a later time. The climate controlled environment should limit the potential damage or destruction of evidence and will be an added benefit to our department.

Either way, the purchasing of a metal shipping container is a much more cost effective option for our department than to continue to pay a monthly fee for something that our department most likely never be able to dispose of.

Respectfully,



*Unit Commander Michael Fellows  
Berwyn Police Department  
Juvenile Investigation/Community Relations  
6401 W. 31<sup>st</sup> Street  
Berwyn, IL 60402  
708-795-5600  
708-795-2150 (Direct)  
708-749-0426 (Fax)*



Chicago  
 20301 Cottage Grove Ave  
 Chicago Heights, IL 60411  
 PH: (630) 592-8357  
 FAX: (630) 592-8371

Purchase Agreement No: SFQ-604746  
 Purchase Agreement Date: 05-07-2020  
 Purchase Agreement Expires: 7 days  
 Sales Consultant: Danielle Grimmer  
 Email: dgrimmer@pacvan.com

**Billing Information**  
 Berwyn Police Department  
 Mike Fellows  
 Ph: (708) 795-2150

**Shipping Information**  
 Berwyn Police Department  
  
 Berwyn, IL

Charges	Quantity	Unit Price	Total Sale Price
1-Trip 10' Container	1	\$3,250.00	\$3,250.00
1-Trip 20' Container	1	\$2,800.00	\$2,800.00
Delivery	1	\$195.00	\$195.00
Add through wall HVAC unit	1	\$1,400.00	\$1,400.00
Add Turbo Vent	1	\$650.00	\$650.00

GUARD \$650

Notes:  
 NO FSC, Subject to sales tax

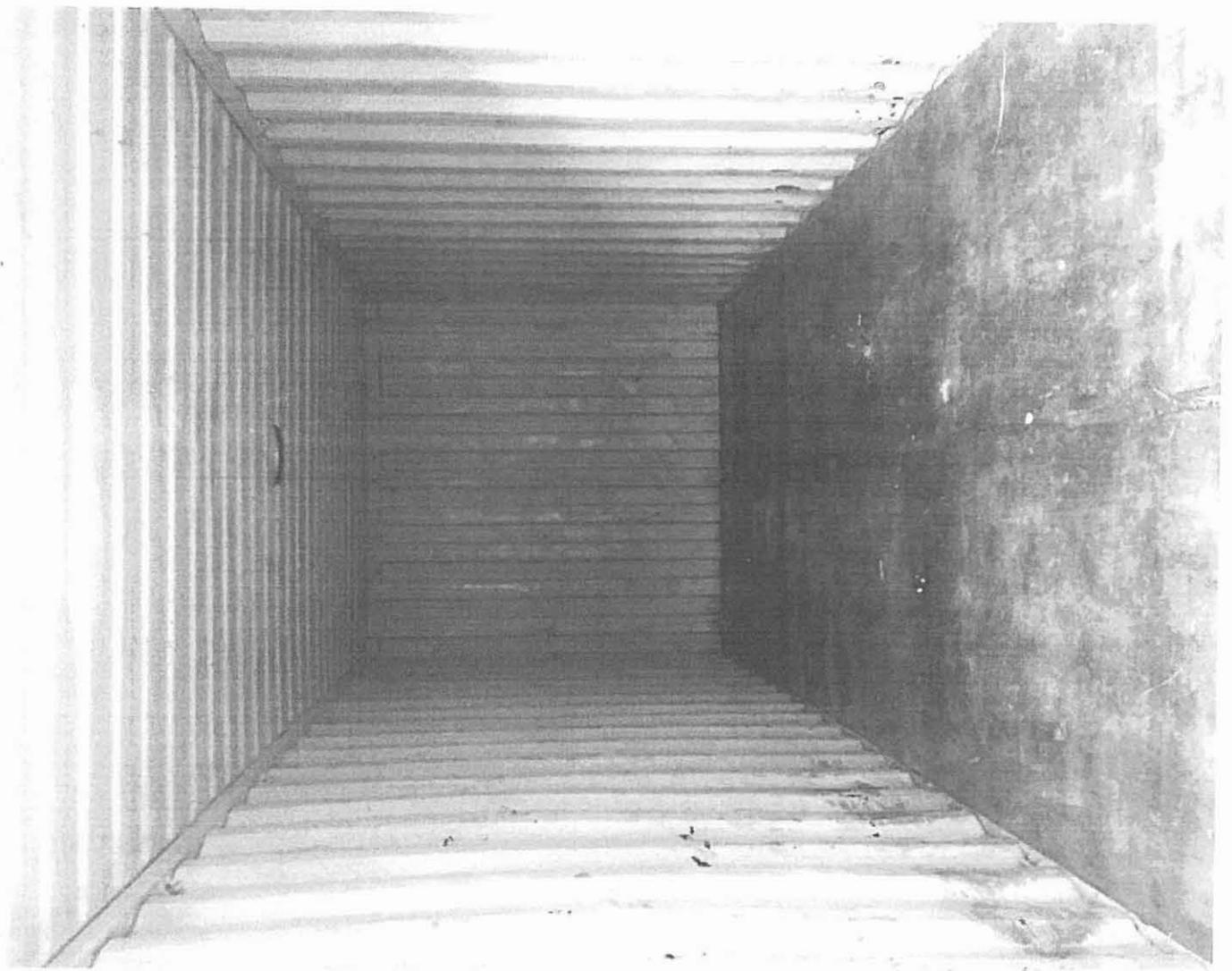
Included With Your Pac-Van Agreement:  
 Superior Customer Service  
 Nationwide Service From a Local Company  
 Your One Stop for Mobile & Ground-Level Offices, Modular Buildings, and Storage Equipment

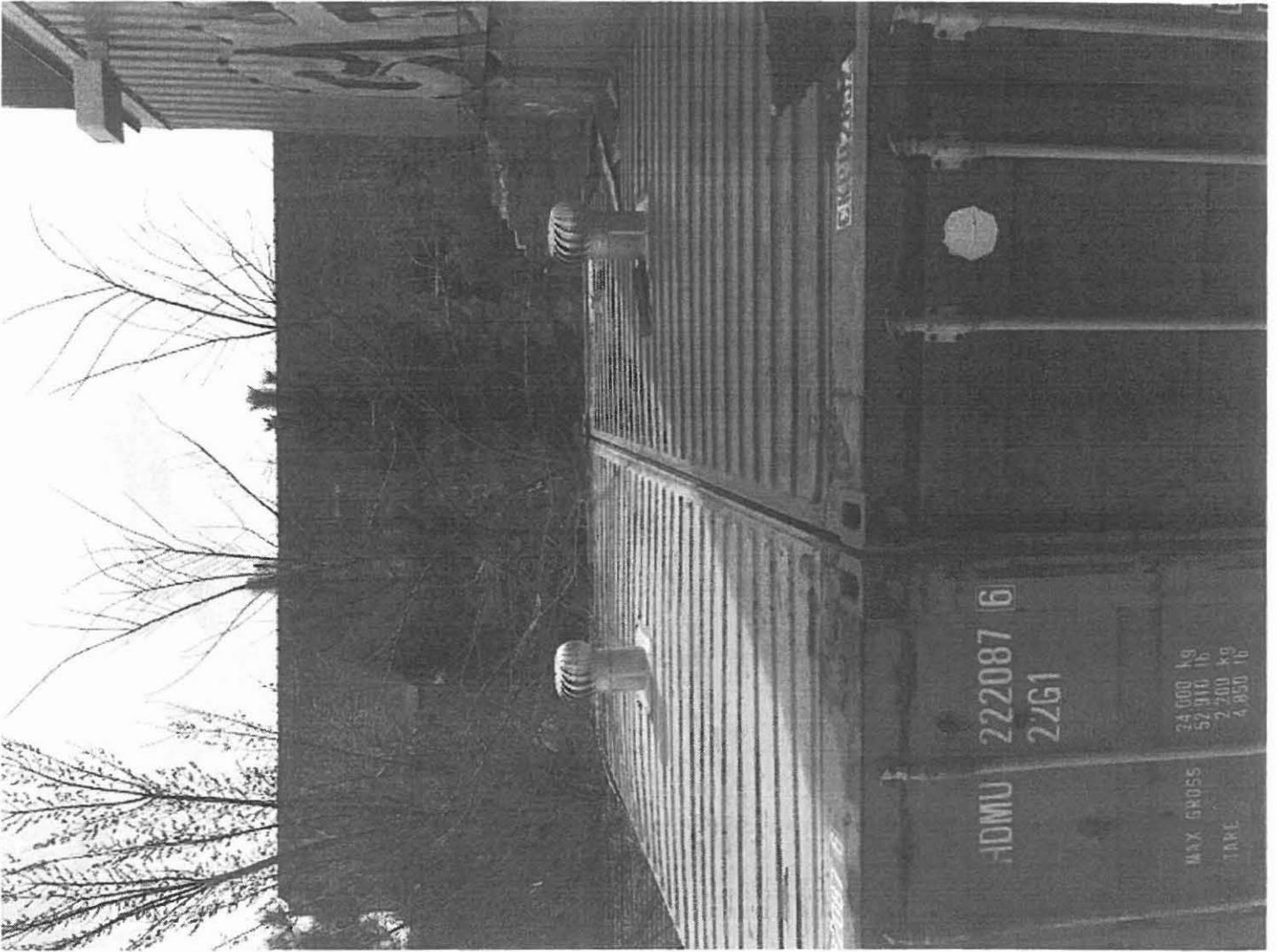
*This agreement is made between Pac-Van, Inc., herein called the Seller, and Berwyn Police Department herein called the Purchaser, and is subject to the Equipment and/or Services Purchase Agreement Terms and Conditions attached hereto.*

*The purchaser is responsible for securing any and all applicable building permits, licenses, or approvals necessary for the purchased equipment. This Purchase Agreement is based on a level, compact, and accessible site. Unless specified, this Purchase Agreement excludes taxes and other services. Seller does not warrant in any way that the equipment meets any local, state, federal or other code unless specified. This Purchase Agreement is contingent on final acceptance by Seller and credit approval by Seller.*

→  
**Sign Here**  
 Signature:  
 Printed:  
 Title:  
 Date:

Signature:  
 Printed: Danielle Grimmer  
 Title: Sales Representative  
 Date:





**Michael W. Fellows**

OPTION # 2

**From:** Lyn Novelli <lyn@containersalesgroup.com>  
**Sent:** Thursday, May 07, 2020 10:54 AM  
**To:** Michael W. Fellows  
**Subject:** Container Quote - delivered to Berwyn, IL - fabricate & install Climate Control  
**Attachments:** 12in square vent panel that will enable air to circulate.PNG

Michael  
708 795-2150

It was nice talking with you.

**Container Quote- Depot CHICAGO, IL**

**Cargo Worthy - Water/Wind Tight for Storage (Guaranteed at time of pick up or delivery that doors will be in working order and your container will be Water/Wind Tight)**

\$ 1,400 ea. for 1 x 20 ft. (length) used Standard (8' 6" high) Container

\$ 850 for 2 x 12 inch square vent panels that will enable air to circulate (see attached)

\$ 3,520 install 18,500 BTU thru wall unit with exterior guard, 60 amp electrical panel and outlet for A/C unit & Insulate ceiling with 2in foam board

\$ 405 to deliver & place on the ground 1 x 20 ft. container or 2 x 20 ft. containers (moved together) to Berwyn, IL

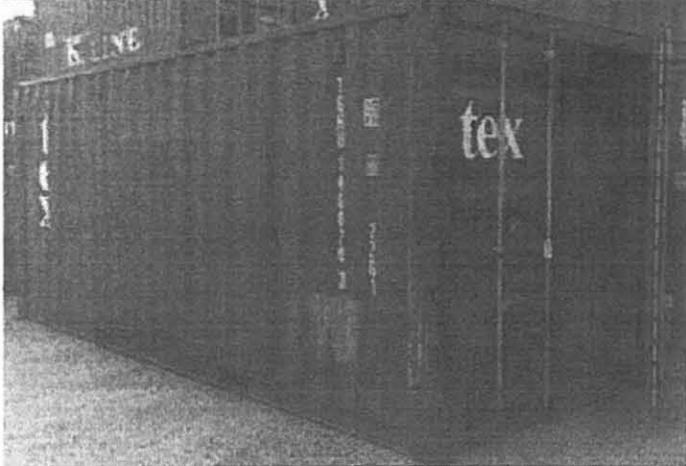
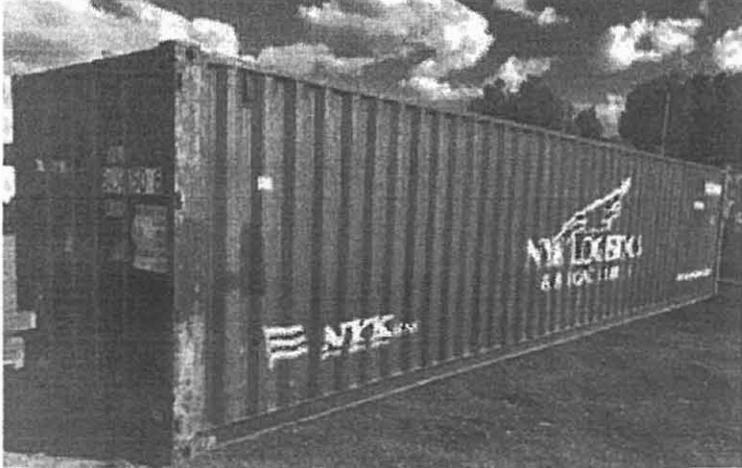
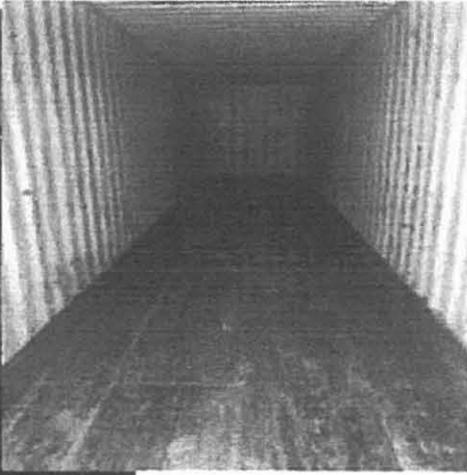
- **Multi-Unit Discount-** Purchase 2 or more containers and we would deduct \$100 off of each container. If you purchase 5 or more containers, we would deduct \$150 off of each container on one invoice.

**Delivery Requirements**

- To deliver the container, the delivery truck will need straight line space of 50 ft. for 20 ft. container OR 110 ft. for 1 x 40 ft. container OR 2 x 20 (moved together)
- 16 ft. of height clearance (no wires or trees)
- 12 ft. of width
- Container must be on level ground for the doors to open & close properly

**Click here to read our Customer Reviews & References**

If you are interested in purchasing a container, please call our office to discuss payment and delivery.



Thank you

Lyn Novelli  
**Container Sales Group**  
708 639-4783

Mailing Address  
4479 Lawn Ave. # 300  
Western Springs, IL 60558



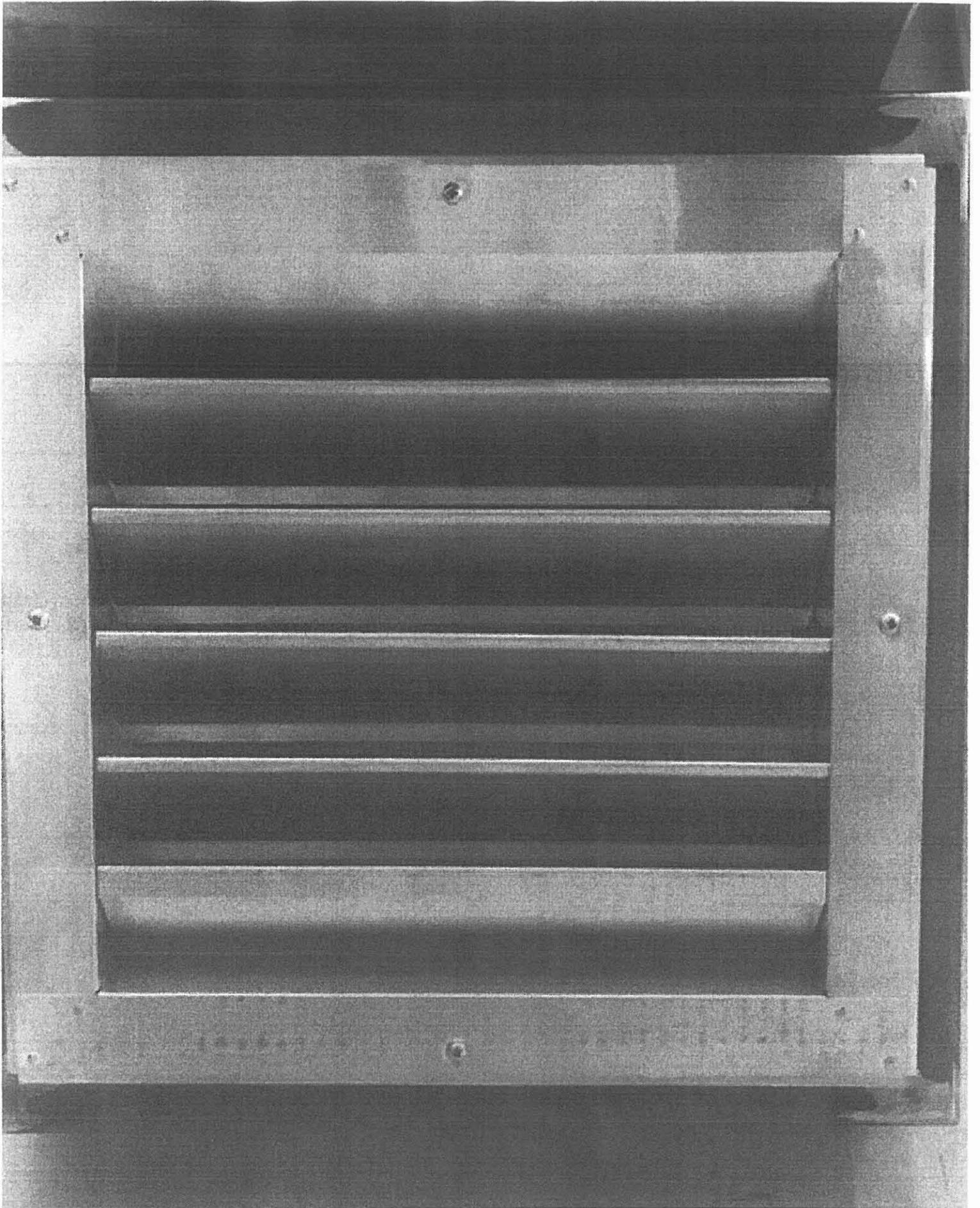
**CONTAINER  
SALES GROUP**

Selling **Used & New** shipping containers since 1998  
[www.containersalesgroup.com](http://www.containersalesgroup.com)

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NOTICE: EXTERNAL EMAIL  
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- \* Contact the HelpDesk before clicking links or opening attachments if you need to confirm this message's legitimacy.



OPTION #3

**Michael W. Fellows**

---

**From:** John Cirrintano <jcirrintano@itsconglobal.com>  
**Sent:** Tuesday, May 12, 2020 8:57 AM  
**To:** Michael W. Fellows  
**Subject:** RE: Information on 20' and 40' Storage Containers

Hello Mike,

Please see below from the original email I sent.

Container Size and Type Purchase Price

- \* 20' used standard \$ 1,290.00
- \* 20' new standard \$ 2,290.00
- \* 20' new hi-cube \$ 2,950.00

John Cirrintano  
Equipment Sales Manager  
Con Global Industries  
jcirrintano@itsconglobal.com  
708-772-4525 cell (best way to reach me)  
708-749-6754 direct line  
[www.cgiconainersales.com](http://www.cgiconainersales.com)



---

**From:** Michael W. Fellows <MFellows@ci.berwyn.il.us>  
**Sent:** Tuesday, May 12, 2020 8:46 AM  
**To:** John Cirrintano <jcirrintano@itsconglobal.com>  
**Subject:** Re: Information on 20' and 40' Storage Containers

John,. Thank you for the info. The only info I haven't gotten was the cost of the used container.

Mike Fellows

Sent from my Verizon, Samsung Galaxy smartphone  
Get Outlook for Android<<https://aka.ms/ghei36>>

---

**From:** John Cirrintano <jcirrintano@itsconglobal.com>  
**Sent:** Tuesday, May 12, 2020 8:00:31 AM  
**To:** Michael W. Fellows <MFellows@ci.berwyn.il.us>  
**Subject:** RE: Information on 20' and 40' Storage Containers

Thank you again.

Unit Commander Michael Fellows  
Youth Investigation & Community Relations  
Berwyn Police Department  
6401 W. 31st Street  
Berwyn, IL 60402  
(708) 795-5600 – Main  
(708) 795-2150 - Direct  
708-795-5627 (Fax)  
[Berwyn Patch.PNG]

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From: John Cirrintano [<mailto:jcirrintano@itsconglobal.com>]  
Sent: Monday, May 11, 2020 5:03 PM  
To: Michael W. Fellows <[MFellows@ci.berwyn.il.us](mailto:MFellows@ci.berwyn.il.us)<<mailto:MFellows@ci.berwyn.il.us>>>  
Subject: RE: Information on 20' and 40' Storage Containers

Hello Mike,

Appreciate the email and follow up. I would be more than happy to assist. Were you interested in a used or new container? If new, did you prefer standard or high cube?

I have included some additional ventilation options. Attached are the vents we could install. 12" by 12" with a housing and a screen (keep bugs and bees out). I have also included a turbine below that we could install. It would include a housing as well.

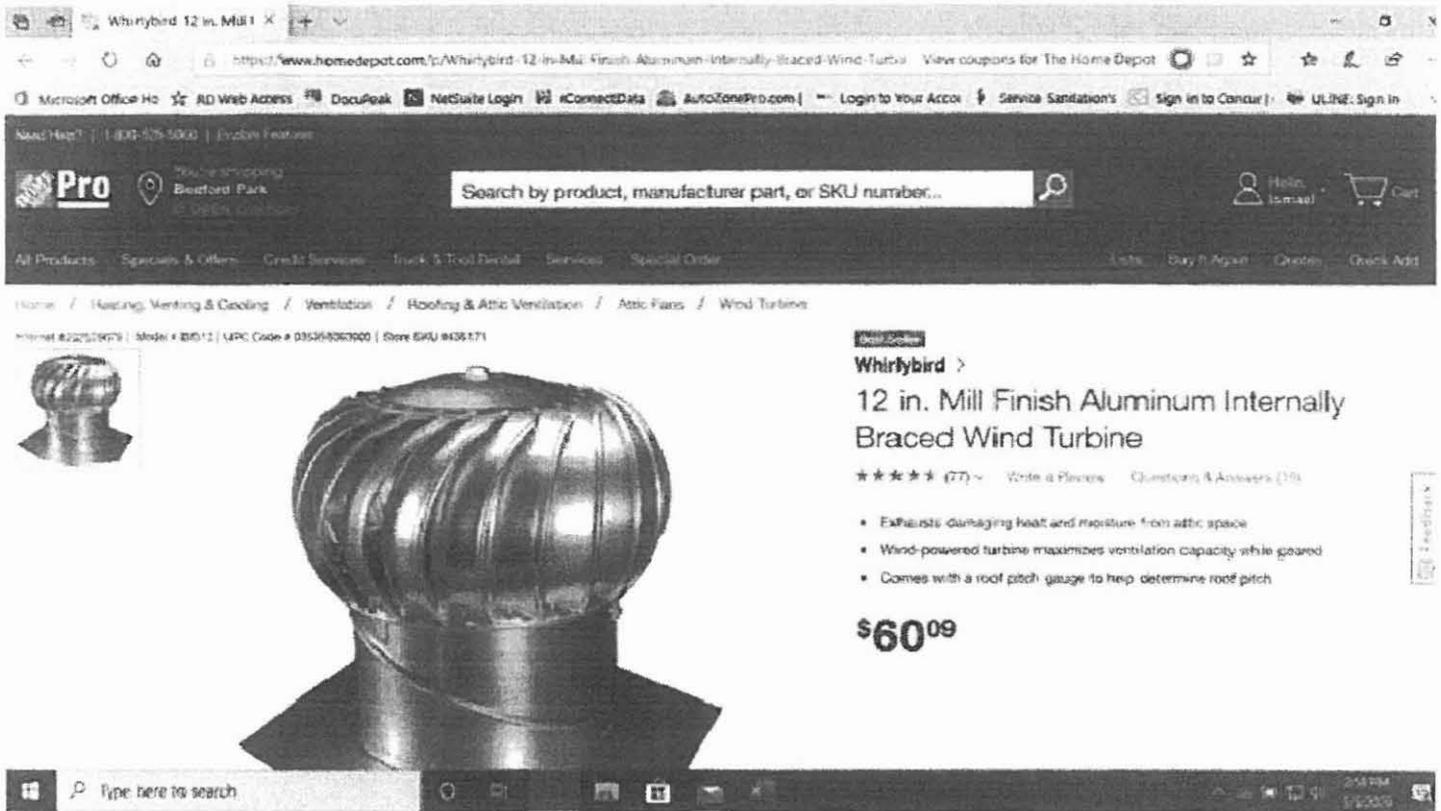
We install a Ptech HVAC. Pricing for all is below

Vents- \$185.00 per vent (recommended would be 2, opposite corners)  
Turbine- \$250.00  
HVAC- \$ 1,875.00

[[cid:image009.png@01D62832.8B3572E0](#)]

If you have any additional questions please let me know.

John Cirrintano  
Equipment Sales Manager  
Con Global Industries  
[jcirrintano@itsconglobal.com](mailto:jcirrintano@itsconglobal.com)<<mailto:jcirrintano@itsconglobal.com>>  
708-772-4525 cell (best way to reach me)  
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[www.cgicontainersales.com](http://www.cgicontainersales.com)<<http://www.cgicontainersales.com>>



If you have any additional questions please let me know.

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**From:** Michael W. Fellows <[MFellows@ci.berwyn.il.us](mailto:MFellows@ci.berwyn.il.us)>  
**Sent:** Monday, May 11, 2020 4:45 PM  
**To:** John Cirrintano <[jcirrintano@itsconglobal.com](mailto:jcirrintano@itsconglobal.com)>  
**Subject:** RE: Information on 20' and 40' Storage Containers

Good Afternoon John,

I am looking for a quote on a 20 foot steel shipping container with a few modifications. I need the container to be equipped with some extra ventilation along with an HVAC system to better control the climate.

Thank you in advance,

*Unit Commander Michael Fellows*

Youth Investigation & Community Relations  
Berwyn Police Department  
6401 W. 31<sup>st</sup> Street  
Berwyn, IL 60402  
(708) 795-5600 – Main  
(708) 795-2150 - Direct  
708-795-5627 (Fax)



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---

**From:** John Cirrintano [<mailto:jjcirrintano@itsconglobal.com>]  
**Sent:** Monday, May 11, 2020 3:31 PM  
**To:** Michael W. Fellows <[MFellows@ci.berwyn.il.us](mailto:MFellows@ci.berwyn.il.us)>  
**Subject:** Information on 20' and 40' Storage Containers

Hello Mike,

I received a request for information on storage containers from a form you may have completed online with NDSConnect. I have listed below the size and type of containers we can provide as well as the pricing information. We are one of the largest storage container operations in the US and can cater to your specific needs. All containers are inspected to ensure they are wind & watertight with solid flooring and the doors operate and lock properly. We will not deliver containers sight unseen. I will provide pictures of the exact container you would be receiving prior to delivery. We use a third party delivery company and their pricing is noted below as well. Containers are delivered via roll off tilt bed. I will follow up with a phone call to see if you have any questions for me. Thank you and have a great day!!

**Container Size and Type      Purchase Price**

- 20' used standard      \$ 1,290.00
- 20' new standard      \$ 2,290.00
- 20' new hi-cube      \$ 2,950.00
  
- 40' used standard      \$ 1,450.00
- 40' new standard      \$ 4,190.00
- 40' used hi-cube      \$ 1,390.00 \*\*
  
- 40' new hi-cube      \$ 4,190.00 \*\*

## Michael W. Fellows

---

**From:** John Cirrintano <jcirrintano@itsconglobal.com>  
**Sent:** Tuesday, May 12, 2020 8:01 AM  
**To:** Michael W. Fellows  
**Subject:** RE: Information on 20' and 40' Storage Containers

For the HVAC, below is what is included in the price plus installation.



**Packaged Terminal Air Conditioner, 11,800 BtuH, Cooling/Heating, 11.6 EER, 265VAC**

1

[+Add to List](#)



**Insulated Wall Sleeve, For Use With Friedrich PTAC**

1

[+Add to List](#)



**Standard Grille, For Use With Friedrich PTAC wall sleeve PDXWSA**

John Cirrintano  
Equipment Sales Manager  
Con Global Industries  
jcirrintano@itsconglobal.com  
708-772-4525 cell (best way to reach me)  
708-749-6754 direct line  
[www.cgiconainersales.com](http://www.cgiconainersales.com)



---

**From:** Michael W. Fellows <MFellows@ci.berwyn.il.us>  
**Sent:** Monday, May 11, 2020 5:13 PM  
**To:** John Cirrintano <jcirrintano@itsconglobal.com>  
**Subject:** RE: Information on 20' and 40' Storage Containers

John,

Probably for the cost saving, I have heard that for our need a used container is fine. Unless you think differently. Plus, can you let me know what the HVAC system consists of. The reason why I am asking is one of quotes I just got included

an external guard, an electrical panel and some insulation with the HVAC system. I am just trying to get my bearings with all of this.

Thank you again.

Unit Commander Michael Fellows  
Youth Investigation & Community Relations  
Berwyn Police Department  
6401 W. 31<sup>st</sup> Street  
Berwyn, IL 60402  
(708) 795-5600 – Main  
(708) 795-2150 - Direct  
708-795-5627 (Fax)



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---

**From:** John Cirrintano [mailto:jcirrintano@itsconglobal.com]  
**Sent:** Monday, May 11, 2020 5:03 PM  
**To:** Michael W. Fellows <MFellows@ci.berwyn.il.us>  
**Subject:** RE: Information on 20' and 40' Storage Containers

Hello Mike,

Appreciate the email and follow up. I would be more than happy to assist. Were you interested in a used or new container? If new, did you prefer standard or high cube?

I have included some additional ventilation options. Attached are the vents we could install. 12" by 12" with a housing and a screen (keep bugs and bees out). I have also included a turbine below that we could install. It would include a housing as well.

We install a Ptech HVAC. Pricing for all is below

Vents- \$185.00 per vent (recommended would be 2, opposite corners)  
Turbine- \$250.00  
HVAC- \$ 1,875.00

- 45' used hi-cube \$ 2,190.00

\*\* hi-cube containers are 1' taller at 9'6" from a standard a 8' 6"

### **Specialty Containers**

Container doors on both ends

Open side containers

Office containers.

### **Modifications include but not limited to**

Steel man doors

Roll up doors

Insulation

Ventilation

Exterior painting

Interior painting

HVAC

Electrical

### **Delivery costs to Berwyn, IL via roll off truck**

1 X 20' new or used container \$ 125.00

1 X 40' new or used container \$

\*\*\* delivery site requires firm ground , no overhead obstructions and a straight ahead access of approx. 65' for 20's and 110-120' for 40's

John Cirrintano

Equipment Sales Manager

Con Global Industries

[jcirrintano@itsconglobal.com](mailto:jcirrintano@itsconglobal.com)

708-772-4525 cell (primary)

708-749-6754 direct line

[www.cgicontainersales.com](http://www.cgicontainersales.com)



## BERWYN FIRE DEPARTMENT

6700 W. 26<sup>th</sup> St., Berwyn, IL 60402-0701  
708-484-1644



J-4

Thomas A. Hayes  
Fire Chief

Mayor Robert J. Lovero

Kris A. Coniglio  
Assistant Fire Chief

May 20, 2020

To: Mayor Robert J. Lovero

Members of the Berwyn City Council

Re: Request to waive the bidding process and purchase 3 new Zoll X Series Monitor/Defibrillators

Automated External Defibrillators are highly effective in saving the lives of people suffering cardiac arrest and are extremely vital to our life saving efforts. The Berwyn Fire Department has six monitor/defibrillators in service on our Advanced Life Support vehicles. On September 26, 2019 the U.S. FDA issued a mandate indicating that as of February 3, 2021, the Zoll E Series devices will no longer be approved for use in the field. Currently, three of the six monitors we utilize to protect our residents are the Zoll E Series monitors. When this mandate was published last year, I asked that we plan for the replacement of the impacted devices and subsequently, we included the purchase in the 2020 budget.

A purchase of three Zoll X Series will allow the entire department to have a consistent device, which will offer the vehicles to have both Adult and Pediatric CPR feedback (AHA Standard of Care.) All branches of the U.S. Military are now standardized on Zoll, which means there are no plans to replace the X Series. Zoll will continue to build upon that platform and offer enhancements to it, which older generations of devices will be eligible to upgrade to if desired in the future. There are technical advantages for information and reporting that the X Series provides as well.

The Fire Department has secured discount pricing and trade-in value for the monitors being replaced. The quote is for \$90,831.30 from the sole vendor and provides a savings over \$9,000. Again, this purchase was included in the 2020 budget.

**Recommended Action:**

Staff recommends waiving the sealed bidding process and purchase 3 X Series Manual Monitor/Defibrillator from Zoll Medical Corporation for a total cost of \$90,831.90.

Respectfully,

A handwritten signature in black ink that reads "Thomas A. Hayes".

Thomas A. Hayes  
City of Berwyn Fire Chief



**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**TO: Berwyn Fire Department**  
 6700 West 26th Street  
 Berwyn, IL 60402

**Attn: Chief Thomas A. Hayes**

email: [thayes@ci.berwyn.il.us](mailto:thayes@ci.berwyn.il.us)

Tel: (708) 749-6474

**QUOTATION 332034 V:3**

**DATE:** May 20, 2020

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>X Series Manual Monitor/Defibrillator</b>            with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)            • See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology:</b></p>	3	\$40,020.00	\$28,814.40	\$86,443.20 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Kyle Sears  
 Territory Manager  
 708-466-8172

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL June 30, 2020.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 332034 V:3**

DATE: May 20, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

**TO: Berwyn Fire Department**  
 6700 West 26th Street  
 Berwyn, IL 60402

Attn: **Chief Thomas A. Hayes**

email: [thayes@ci.berwyn.il.us](mailto:thayes@ci.berwyn.il.us)

Tel: (708) 749-6474

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>  <b>SP02 &amp; SpCO</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet)  <b>NIBP Welch Allyn includes:</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Oridion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG:</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	3	\$245.00	\$176.40	\$529.20 **
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	3	\$845.00	\$608.40	\$1,825.20 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Kyle Sears  
 Territory Manager  
 708-466-8172

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 (800) 348-9011  
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 FEDERAL ID#: 04-2711626

**TO: Berwyn Fire Department**  
 6700 West 26th Street  
 Berwyn, IL 60402

**Attn: Chief Thomas A. Hayes**

email: [thayes@ci.berwyn.il.us](mailto:thayes@ci.berwyn.il.us)

Tel: (708) 749-6474

**QUOTATION 332034 V:3**

DATE: May 20, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-002005-01	<b>Cable Sleeves, Propaq / X Series, ZOLL Blue</b>	3	\$52.45	\$35.96	\$107.88	*
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	3	\$157.50	\$113.40	\$340.20	*
6	8000-0580-01	Six hour rechargeable Smart battery	6	\$519.75	\$356.39	\$2,138.34	*
7	8900-0402	<b>CPR stat*padz</b> HVP Multi-Function CPR Electrodes - 1 pair	6	\$78.75	\$54.00	\$324.00	*
8	8000-000901-01	<b>ECG plain white paper- 80mm (pack of 6 rolls)</b>	1	\$25.20	\$17.28	\$17.28	
9	8300-000676	OneStep Cable, X Series	3	\$446.25	\$306.00	\$918.00	*
10	8009-0020	<b>CPR-D Padz and CPR Stat Padz Connector for R Series</b>	3	\$393.75	\$270.00	\$810.00	*
11	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	6	\$91.88	\$63.00	\$378.00	*
12	5001-9928	<b>ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In</b>	3		(\$1,000.00)	(\$3,000.00)	***

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Kyle Sears  
 Territory Manager  
 708-466-8172

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**TO: Berwyn Fire Department**  
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Attn: **Chief Thomas A. Hayes**

email: [thayes@ci.berwyn.il.us](mailto:thayes@ci.berwyn.il.us)

Tel: (708) 749-6474

**QUOTATION 332034 V:3**

DATE: May 20, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>*Reflects Silver Cross EMS Contract Pricing.</p> <p>**Reflects Discount Pricing.</p> <p>***Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>***Trade value guaranteed only through June 30, 2020.</p>				

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

**TOTAL \$90,831.30**

Kyle Sears  
 Territory Manager  
 708-466-8172

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL June 30, 2020.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).





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# Accounts Payable by G/L Distribution Report

Payment Date Range 05/14/20 - 05/27/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department 02 - Mayor's Office										
Account 5290 - Other General Expenses										
1810 - Robert J. Lovero	4037976303	Expense Reimbursement	Paid by Check # 54252		05/20/2020	05/20/2020	05/20/2020		05/27/2020	65.64
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>\$65.64</u>
							Department 02 - Mayor's Office Totals		Invoice Transactions 1	<u>\$65.64</u>
Department 03 - City Administrator's Office										
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102830283	Business Cards	Paid by Check # 54210		05/14/2020	05/14/2020	05/14/2020		05/27/2020	80.00
5647 - El Dia Newspaper	18508	Mayor's 5 de Mayo Ad	Paid by Check # 54216		05/14/2020	05/14/2020	05/14/2020		05/27/2020	200.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 2	<u>\$280.00</u>
							Department 03 - City Administrator's Office Totals		Invoice Transactions 2	<u>\$280.00</u>
Department 08 - City Council										
Account 5200-01 - Administrative Expenses Ward 1										
5668 - James Scott Lennon	2020-00000476	Expense Reimbursement	Paid by Check # 54223		05/14/2020	05/14/2020	05/14/2020		05/27/2020	172.05
							Account 5200-01 - Administrative Expenses Ward 1 Totals		Invoice Transactions 1	<u>\$172.05</u>
Account 5200-08 - Administrative Expenses Ward 8										
AWAKE	2020-00000480	Alderman Donation / Anthony Nowak	Paid by Check # 54274		05/14/2020	05/14/2020	05/14/2020		05/27/2020	100.00
							Account 5200-08 - Administrative Expenses Ward 8 Totals		Invoice Transactions 1	<u>\$100.00</u>
							Department 08 - City Council Totals		Invoice Transactions 2	<u>\$272.05</u>
Department 10 - Legal										
Account 5300 - Professional Services										
2021 - Del Galdo Law Group, LLC	24266	Legal Services Mar. 2020	Paid by Check # 54166		05/12/2020	05/12/2020	05/12/2020		05/14/2020	12,911.25
2021 - Del Galdo Law Group, LLC	24267	Legal Services Mar. 2020	Paid by Check # 54166		05/12/2020	05/12/2020	05/12/2020		05/14/2020	18,519.88
2021 - Del Galdo Law Group, LLC	24087	Legal Services Feb. 2020	Paid by Check # 54166		05/12/2020	05/12/2020	05/12/2020		05/14/2020	14,122.01
4501 - Klein, Thorpe and Jenkins, LTD.	208987	Legal Services Through Feb. 2020	Paid by Check # 54171		05/12/2020	05/12/2020	05/12/2020		05/14/2020	4,766.00
4501 - Klein, Thorpe and Jenkins, LTD.	209615	Legal Services Through Mar. 2020	Paid by Check # 54171		05/12/2020	05/12/2020	05/12/2020		05/14/2020	140.00
4501 - Klein, Thorpe and Jenkins, LTD.	209616	Legal Services Through Mar. 2020	Paid by Check # 54171		05/12/2020	05/12/2020	05/12/2020		05/14/2020	8,617.90
2021 - Del Galdo Law Group, LLC	24389	Legal Services Apr. 2020	Paid by Check # 54209		05/20/2020	05/20/2020	05/20/2020		05/27/2020	8,952.57
2021 - Del Galdo Law Group, LLC	24388	Legal Services Apr. 2020	Paid by Check # 54209		05/20/2020	05/20/2020	05/20/2020		05/27/2020	10,477.50
4501 - Klein, Thorpe and Jenkins, LTD.	210167	Legal Services Through Apr. 2020	Paid by Check # 54226		05/20/2020	05/20/2020	05/20/2020		05/27/2020	11,183.80



# Accounts Payable by G/L Distribution Report

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
<b>Department 10 - Legal</b>										
<b>Account 5300 - Professional Services</b>										
118 - McCorkle Litigation Services, Inc	778619	Legal Services May 2020	Paid by Check # 54232		05/20/2020	05/20/2020	05/20/2020		05/27/2020	314.60
2231 - Storino, Ramello & Durkin	80498	Legal Services Apr. 2020	Paid by Check # 54258		05/20/2020	05/20/2020	05/20/2020		05/27/2020	429.00
2231 - Storino, Ramello & Durkin	80497	Legal Services Apr. 2020	Paid by Check # 54258		05/20/2020	05/20/2020	05/20/2020		05/27/2020	132.00
2231 - Storino, Ramello & Durkin	80499	Legal Services Apr. 2020	Paid by Check # 54258		05/20/2020	05/20/2020	05/20/2020		05/27/2020	1,674.75
6079 - Ottosen DiNolfo	125500	Legal Services Apr. 2020	Paid by Check # 54243		05/21/2020	05/21/2020	05/21/2020		05/27/2020	49.50
							<b>Account 5300 - Professional Services Totals</b>		<b>Invoice Transactions 14</b>	<b>\$92,290.76</b>
							<b>Department 10 - Legal Totals</b>		<b>Invoice Transactions 14</b>	<b>\$92,290.76</b>
<b>Department 16 - Information Technology</b>										
<b>Account 5290 - Other General Expenses</b>										
4951 - COTG	IN2365934	Monthly service invoice/flat rate printers	Paid by Check # 54165		05/12/2020	05/12/2020	05/12/2020		05/14/2020	395.50
4951 - COTG	IN2365509	Monthly service invoice/flat rate printers	Paid by Check # 54165		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,523.51
							<b>Account 5290 - Other General Expenses Totals</b>		<b>Invoice Transactions 2</b>	<b>\$1,919.01</b>
<b>Account 5300 - Professional Services</b>										
4033 - eDot	66044	Fiber patch work PD Server room	Paid by Check # 54169		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,681.00
							<b>Account 5300 - Professional Services Totals</b>		<b>Invoice Transactions 1</b>	<b>\$1,681.00</b>
<b>Account 5510 - Hardware Purchase</b>										
1800 - CDW Government, Inc.	XR0098	Server Room Rack	Paid by Check # 54163		05/12/2020	05/12/2020	05/12/2020		05/14/2020	923.41
1965 - Dell Marketing, LP	10392186281	5 Dell Monitors	Paid by Check # 54167		05/12/2020	05/12/2020	05/12/2020		05/14/2020	862.45
5820 - SYNCB / AMAZON	2020-00000474	Amaz order - IT supplies, Chambers AV refit project, cables, etc	Paid by Check # 54179		05/12/2020	05/12/2020	05/12/2020		05/14/2020	5,289.73
1800 - CDW Government, Inc.	XLR1639	APC Smart UPC 450VA	Paid by Check # 54200		05/19/2020	05/19/2020	05/19/2020		05/27/2020	178.70
							<b>Account 5510 - Hardware Purchase Totals</b>		<b>Invoice Transactions 4</b>	<b>\$7,254.29</b>
<b>Account 5530 - Network Infrastructure</b>										
4024 - AT & T	708484242005-2	April 05 - May 04 2020	Paid by Check # 54159		05/12/2020	05/12/2020	05/12/2020		05/14/2020	95.79
4024 - AT & T	708484031805-2	April 05 - May 04 2020	Paid by Check # 54159		05/12/2020	05/12/2020	05/12/2020		05/14/2020	617.83



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<b>Fund 100 - General Fund</b>										
Department 16 - Information Technology										
Account 5530 - Network Infrastructure										
4024 - AT & T	708484301105-3	ATT PRI Services/2 months	Paid by Check # 54192		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,606.73
4026 - AT&T	6527704505	AT&T 1G internet circuit/monthly	Paid by Check # 54193		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,128.00
							Account 5530 - Network Infrastructure Totals	Invoice Transactions	4	<u>\$5,448.35</u>
							Department 16 - Information Technology Totals	Invoice Transactions	11	<u>\$16,302.65</u>
Department 17 - Administrative										
Account 5300-01 - Professional Services Auditing/Accounting										
5423 - GW & Associates, PC	2005462	Contracted Auditing Services	Paid by Check # 54218		05/21/2020	05/21/2020	05/21/2020		05/27/2020	7,031.25
							Account 5300-01 - Professional Services Auditing/Accounting Totals	Invoice Transactions	1	<u>\$7,031.25</u>
							Department 17 - Administrative Totals	Invoice Transactions	1	<u>\$7,031.25</u>
Department 18 - Fire Department										
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	6746504	natural gas deliveries	Paid by Check # 54201		05/14/2020	05/14/2020	05/14/2020		05/27/2020	810.24
							Account 5205 - Utilities Totals	Invoice Transactions	1	<u>\$810.24</u>
Account 5220 - Training, Dues & Publications										
111 - University of Illinois	00869915	Fire Prevention Training/Canerday/Lyons/Coniglio	Paid by Check # 54267		05/20/2020	05/20/2020	05/20/2020		05/27/2020	900.00
							Account 5220 - Training, Dues & Publications Totals	Invoice Transactions	1	<u>\$900.00</u>
Account 5225 - Supplies										
1171 - US Gas	335081	Medical Compressed Oxygen Cylinders Rental	Paid by Check # 54268		05/20/2020	05/20/2020	05/20/2020		05/27/2020	153.90
							Account 5225 - Supplies Totals	Invoice Transactions	1	<u>\$153.90</u>
Account 5290 - Other General Expenses										
534 - Eagle Engraving	2020-2216	Fireground ID Tag	Paid by Check # 54214		05/20/2020	05/20/2020	05/20/2020		05/27/2020	14.60
5523 - L-K Fire Extinguisher Service Inc. No 2	73009	Fire Extinguisher Maintenance	Paid by Check # 54228		05/20/2020	05/20/2020	05/20/2020		05/27/2020	125.50
5523 - L-K Fire Extinguisher Service Inc. No 2	73008	Fire Extinguisher Maintenance	Paid by Check # 54228		05/20/2020	05/20/2020	05/20/2020		05/27/2020	327.50
4390 - The Eagle Uniform Company, Inc.	289348	Fire Dept Uniforms	Paid by Check # 54261		05/20/2020	05/20/2020	05/20/2020		05/27/2020	822.00
							Account 5290 - Other General Expenses Totals	Invoice Transactions	4	<u>\$1,289.60</u>
Account 5400-30 - Repairs & Maintenance Building										
5207 - National Business Furniture, Inc.	ZK088466-TDQ	Desk	Paid by Check # 54240		05/20/2020	05/20/2020	05/20/2020		05/27/2020	2,650.77
							Account 5400-30 - Repairs & Maintenance Building Totals	Invoice Transactions	1	<u>\$2,650.77</u>



# Accounts Payable by G/L Distribution Report

Payment Date Range 05/14/20 - 05/27/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department 18 - Fire Department										
Account 5400-31 - Repairs & Maintenance Fleet										
821 - Metro Collision Service / Metro Garage, Inc.	46435	Safety Inspections	Paid by Check # 54236		05/20/2020	05/20/2020	05/20/2020		05/27/2020	25.00
							Account 5400-31 - Repairs & Maintenance Fleet Totals		Invoice Transactions 1	<u>\$25.00</u>
Account 5500 - Equipment										
133 - MES - Illinois	IN1456087	Voice AMP Repair	Paid by Check # 54234		05/20/2020	05/20/2020	05/20/2020		05/27/2020	721.23
							Account 5500 - Equipment Totals		Invoice Transactions 1	<u>\$721.23</u>
							Department 18 - Fire Department Totals		Invoice Transactions 10	<u>\$6,550.74</u>
Department 20 - Police Department										
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	6746504	natural gas deliveries	Paid by Check # 54201		05/14/2020	05/14/2020	05/14/2020		05/27/2020	1,597.67
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$1,597.67</u>
Account 5215-01 - Telephone In-House										
302 - Sprint	733579818-149	Apr. 04 - May 03 2020	Paid by Check # 54256		05/19/2020	05/19/2020	05/19/2020		05/27/2020	155.00
							Account 5215-01 - Telephone In-House Totals		Invoice Transactions 1	<u>\$155.00</u>
Account 5225 - Supplies										
1241 - Sirchie Finger Print Laboratories	0443909-IN	Law Enforcement Supplies	Paid by Check # 54178		05/12/2020	05/12/2020	05/12/2020		05/14/2020	228.90
2026 - Porter Lee Corporation	23799	P.D. Supplies	Paid by Check # 54246		05/19/2020	05/19/2020	05/19/2020		05/27/2020	580.74
							Account 5225 - Supplies Totals		Invoice Transactions 2	<u>\$809.64</u>
Account 5235 - Postage & Printing										
3757 - Thomson Reuters - West	842244453	Law Publications	Paid by Check # 54262		05/19/2020	05/19/2020	05/19/2020		05/27/2020	426.33
							Account 5235 - Postage & Printing Totals		Invoice Transactions 1	<u>\$426.33</u>
Account 5290 - Other General Expenses										
3893 - Aftermath	JC2020-4877	Bio-Hazard Cleaning	Paid by Check # 54157		05/12/2020	05/12/2020	05/12/2020		05/14/2020	155.00
198 - Art Flo Shirt and Lettering	5160	P.D. Uniforms	Paid by Check # 54158		05/12/2020	05/12/2020	05/12/2020		05/14/2020	239.57
698 - Walgreens Company	500054136	Prisoner Medication	Paid by Check # 54180		05/12/2020	05/12/2020	05/12/2020		05/14/2020	14.82
1052 - McDonald Modular Solutions, Inc.	RI229476	Storage Containers	Paid by Check # 54233		05/19/2020	05/19/2020	05/19/2020		05/27/2020	105.00
5800 - Quicket Solutions	0000598	Software Subscription	Paid by Check # 54248		05/19/2020	05/19/2020	05/19/2020		05/27/2020	820.00



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<b>Fund 100 - General Fund</b>										
Department 20 - Police Department										
Account 5290 - Other General Expenses										
5998 - UIC Analytical Forensic Testing Laboratory	H0676	Drug Screen	Paid by Check # 54265		05/19/2020	05/19/2020	05/19/2020		05/27/2020	175.00
							Account 5290 - Other General Expenses Totals		Invoice Transactions 6	<u>1,509.39</u>
Account 5400-30 - Repairs & Maintenance Building										
929 - McDonough Mechanical Services, Inc.	34637	Building Maintenance	Paid by Check # 54173		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,702.42
514 - Berwyn Western Plumbing & Heating	61890	Emergency Plumbing	Paid by Check # 54161		05/12/2020	05/12/2020	05/12/2020		05/14/2020	2,299.00
5523 - L-K Fire Extinguisher Service Inc. No 2	72985	Fire Extinguisher Maintenance	Paid by Check # 54172		05/12/2020	05/12/2020	05/12/2020		05/14/2020	497.85
							Account 5400-30 - Repairs & Maintenance Building Totals		Invoice Transactions 3	<u>4,499.27</u>
Account 5400-31 - Repairs & Maintenance Fleet										
2673 - Deece Automotive	35964	Vehicle Repairs	Paid by Check # 54208		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,229.00
1678 - Mike & Sons	41527	Vehicle Repairs	Paid by Check # 54238		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,039.00
							Account 5400-31 - Repairs & Maintenance Fleet Totals		Invoice Transactions 2	<u>2,268.00</u>
							Department 20 - Police Department Totals		Invoice Transactions 16	<u>11,265.30</u>
Department 22 - Fire & Police Commission										
Account 5290-11 - Other General Expenses Pre-Employment Physicals										
6010 - Occupational Health Center at River Forest	5866	Physical Exams	Paid by Check # 54174		05/13/2020	05/13/2020	05/13/2020		05/14/2020	6,760.00
							Account 5290-11 - Other General Expenses Pre-Employment Physicals Totals		Invoice Transactions 1	<u>6,760.00</u>
							Department 22 - Fire & Police Commission Totals		Invoice Transactions 1	<u>6,760.00</u>
Department 24 - Building/Neighborhood Affairs										
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	6746504	natural gas deliveries	Paid by Check # 54201		05/14/2020	05/14/2020	05/14/2020		05/27/2020	1,020.79
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>1,020.79</u>
Account 5210 - Vehicle Gas & Oil										
5631 - Buddy Bear Car Wash	107-2	CAR MAINTAINENCE	Paid by Check # 54197		05/14/2020	05/14/2020	05/14/2020		05/27/2020	168.00
							Account 5210 - Vehicle Gas & Oil Totals		Invoice Transactions 1	<u>168.00</u>
Account 5290 - Other General Expenses										
1659 - CNA Surety Direct Bill	62765550N	Notary Bond For Helen Kucharz	Paid by Check # 54204		05/14/2020	05/14/2020	05/14/2020		05/27/2020	30.00
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>30.00</u>
Account 5300 - Professional Services										
3014 - JNC Consulting, Inc.	1268	Permit Inspections May 2020	Paid by Check # 54170		05/13/2020	05/13/2020	05/13/2020		05/14/2020	1,850.00



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<b>Fund 100 - General Fund</b>										
Department 24 - Building/Neighborhood Affairs										
Account 5300 - Professional Services										
5203 - AMS Electric, Inc.	2229	INSPECTIONS	Paid by Check # 54187		05/14/2020	05/14/2020	05/14/2020		05/27/2020	3,270.00
3014 - JNC Consulting, Inc.	1272	Permit Inspections May 2020	Paid by Check # 54279		05/22/2020	05/22/2020	05/22/2020		05/27/2020	2,000.00
1014 - John Tarullo	APRIL2020	INSPECTIONS	Paid by Check # 54224		05/14/2020	05/14/2020	05/14/2020		05/27/2020	3,190.00
5743 - Rick Dandan	APRIL2020	INSPECTIONS	Paid by Check # 54251		05/14/2020	05/14/2020	05/14/2020		05/27/2020	2,480.00
							<b>Account 5300 - Professional Services Totals</b>	<b>Invoice Transactions 5</b>	<b>\$12,790.00</b>	
Account 5400 - Repairs & Maintenance										
5165 - All Door Check & Lock Service	29074	keys	Paid by Check # 54186		05/14/2020	05/14/2020	05/14/2020		05/27/2020	113.94
2578 - Aqua Chill of Chicago LLC	2258722	WATER COOLER RENTAL	Paid by Check # 54191		05/14/2020	05/14/2020	05/14/2020		05/27/2020	168.00
2578 - Aqua Chill of Chicago LLC	2259179	WATER COOLER RENTAL	Paid by Check # 54191		05/14/2020	05/14/2020	05/14/2020		05/27/2020	168.00
2578 - Aqua Chill of Chicago LLC	2259660	WATER COOLER RENTAL	Paid by Check # 54191		05/14/2020	05/14/2020	05/14/2020		05/27/2020	168.00
2578 - Aqua Chill of Chicago LLC	2260146	WATER COOLER RENTAL	Paid by Check # 54191		05/14/2020	05/14/2020	05/14/2020		05/27/2020	168.00
49 - AWESOME Pest Service	2256	PEST SERVICES	Paid by Check # 54194		05/14/2020	05/14/2020	05/14/2020		05/27/2020	3,000.00
5418 - Cintas Corporation	5016028891	SUPPLIES	Paid by Check # 54203		05/14/2020	05/14/2020	05/14/2020		05/27/2020	456.04
5418 - Cintas Corporation	5016462484	SUPPLIES	Paid by Check # 54203		05/14/2020	05/14/2020	05/14/2020		05/27/2020	498.00
5418 - Cintas Corporation	4044155516	SUPPLIES	Paid by Check # 54203		05/14/2020	05/14/2020	05/14/2020		05/27/2020	445.39
5418 - Cintas Corporation	4045432945	SUPPLIES	Paid by Check # 54203		05/14/2020	05/14/2020	05/14/2020		05/27/2020	445.39
4530 - Illinois Alarm	15311	alarm services	Paid by Check # 54220		05/14/2020	05/14/2020	05/14/2020		05/27/2020	135.00
391 - Tele-Tron Ace Hardware	88853	SUPPLIES	Paid by Check # 54260		05/14/2020	05/14/2020	05/14/2020		05/27/2020	27.67
391 - Tele-Tron Ace Hardware	33000	SUPPLIES	Paid by Check # 54260		05/14/2020	05/14/2020	05/14/2020		05/27/2020	18.17
391 - Tele-Tron Ace Hardware	32811	SUPPLIES	Paid by Check # 54260		05/14/2020	05/14/2020	05/14/2020		05/27/2020	11.18
391 - Tele-Tron Ace Hardware	32898	SUPPLIES	Paid by Check # 54260		05/14/2020	05/14/2020	05/14/2020		05/27/2020	16.46
							<b>Account 5400 - Repairs &amp; Maintenance Totals</b>	<b>Invoice Transactions 15</b>	<b>\$5,839.24</b>	
							<b>Department 24 - Building/Neighborhood Affairs Totals</b>	<b>Invoice Transactions 23</b>	<b>\$19,848.03</b>	



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<b>Fund 100 - General Fund</b>										
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5015 - Stipends - Uniform										
280 - Roscoe Company	1642940	uniforms	Paid by Check # 54253		05/19/2020	05/19/2020	05/19/2020		05/27/2020	102.01
280 - Roscoe Company	1643996	uniforms	Paid by Check # 54253		05/19/2020	05/19/2020	05/19/2020		05/27/2020	102.01
280 - Roscoe Company	1645148	uniforms	Paid by Check # 54253		05/19/2020	05/19/2020	05/19/2020		05/27/2020	107.28
280 - Roscoe Company	1646199	uniforms	Paid by Check # 54253		05/19/2020	05/19/2020	05/19/2020		05/27/2020	102.01
							Account 5015 - Stipends - Uniform Totals	Invoice Transactions 4		<b>\$413.31</b>
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	6746504	natural gas deliveries	Paid by Check # 54201		05/14/2020	05/14/2020	05/14/2020		05/27/2020	1,511.15
							Account 5205 - Utilities Totals	Invoice Transactions 1		<b>\$1,511.15</b>
Account 5215 - Telephone										
31245 - Verizon Wireless - LeHigh	9853361363	apirl 2020 phone bill	Paid by Check # 54269		05/19/2020	05/19/2020	05/19/2020		05/27/2020	331.12
							Account 5215 - Telephone Totals	Invoice Transactions 1		<b>\$331.12</b>
Account 5220 - Training, Dues & Publications										
5200 - APWA	124688-2	membership renewal	Paid by Check # 54190		05/19/2020	05/19/2020	05/19/2020		05/27/2020	208.00
							Account 5220 - Training, Dues & Publications Totals	Invoice Transactions 1		<b>\$208.00</b>
Account 5225 - Supplies										
4907 - Building Services of America, LLC	64593	supplies	Paid by Check # 54198		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,224.90
135 - Chemsearch	3929955	supplies	Paid by Check # 54202		05/19/2020	05/19/2020	05/19/2020		05/27/2020	985.49
162 - Jack's Rental, Inc.	81669	supplies	Paid by Check # 54222		05/19/2020	05/19/2020	05/19/2020		05/27/2020	709.95
162 - Jack's Rental, Inc.	81814	supplies	Paid by Check # 54222		05/19/2020	05/19/2020	05/19/2020		05/27/2020	(20.00)
162 - Jack's Rental, Inc.	81809	supplies	Paid by Check # 54222		05/19/2020	05/19/2020	05/19/2020		05/27/2020	133.40
162 - Jack's Rental, Inc.	81833	supplies	Paid by Check # 54222		05/19/2020	05/19/2020	05/19/2020		05/27/2020	47.50
5574 - Lawson Products	9307552634	liners	Paid by Check # 54230		05/19/2020	05/19/2020	05/19/2020		05/27/2020	103.35
							Account 5225 - Supplies Totals	Invoice Transactions 7		<b>\$3,184.59</b>
Account 5300 - Professional Services										
1103 - Lyons Tree Service, Inc.	2020-00000487	3400 bl of Clarence trims	Paid by Check # 54231		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,870.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5300 - Professional Services										
1103 - Lyons Tree Service, Inc.	2020-0000488	3400 bl of maple trims	Paid by Check # 54231		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,464.00
821 - Metro Collision Service / Metro Garage, Inc.	46466	vehicle inspection	Paid by Check # 54236		05/19/2020	05/19/2020	05/19/2020		05/27/2020	37.00
821 - Metro Collision Service / Metro Garage, Inc.	46544	vehicle inspection	Paid by Check # 54236		05/19/2020	05/19/2020	05/19/2020		05/27/2020	25.00
821 - Metro Collision Service / Metro Garage, Inc.	46546	vehicle inspection	Paid by Check # 54236		05/19/2020	05/19/2020	05/19/2020		05/27/2020	25.00
821 - Metro Collision Service / Metro Garage, Inc.	46630	vehicle inspection	Paid by Check # 54236		05/19/2020	05/19/2020	05/19/2020		05/27/2020	25.00
821 - Metro Collision Service / Metro Garage, Inc.	46545	vehicle inspection	Paid by Check # 54236		05/19/2020	05/19/2020	05/19/2020		05/27/2020	25.00
							Account 5300 - Professional Services Totals		Invoice Transactions 7	<u>\$4,471.00</u>
Account 5400 - Repairs & Maintenance										
5684 - Dupage Materials Company,LLC	9951	supplies	Paid by Check # 54212		05/19/2020	05/19/2020	05/19/2020		05/27/2020	246.92
5684 - Dupage Materials Company,LLC	9919	supplies	Paid by Check # 54212		05/19/2020	05/19/2020	05/19/2020		05/27/2020	392.01
4986 - DuPage Topsoil, Inc.	049796	dirt	Paid by Check # 54213		05/19/2020	05/19/2020	05/19/2020		05/27/2020	350.00
2884 - K-Five Hodgkins LLC	21544	asphalt	Paid by Check # 54225		05/19/2020	05/19/2020	05/19/2020		05/27/2020	233.16
2884 - K-Five Hodgkins LLC	21519	asphalt	Paid by Check # 54225		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,030.67
4902 - Ozinga Ready Mix Concrete Inc.	108826	concrete	Paid by Check # 54244		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,967.58
4902 - Ozinga Ready Mix Concrete Inc.	1430854	concrete	Paid by Check # 54244		05/19/2020	05/19/2020	05/19/2020		05/27/2020	868.00
6024 - Summit Tank & Equipment	029220	supplies	Paid by Check # 54259		05/19/2020	05/19/2020	05/19/2020		05/27/2020	909.35
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 8	<u>\$6,997.69</u>
							Sub Department 35 - Streets Totals		Invoice Transactions 29	<u>\$17,116.86</u>
Sub Department 37 - Fleet										
Account 5225 - Supplies										
4974 - Partsmaster	23537969	supplies	Paid by Check # 54175		05/12/2020	05/12/2020	05/12/2020		05/14/2020	221.98
84 - Cassidy Tire	916002239	tires	Paid by Check # 54199		05/19/2020	05/19/2020	05/19/2020		05/27/2020	744.56
84 - Cassidy Tire	916002187	tires	Paid by Check # 54199		05/19/2020	05/19/2020	05/19/2020		05/27/2020	90.00
84 - Cassidy Tire	916002172	tires	Paid by Check # 54199		05/19/2020	05/19/2020	05/19/2020		05/27/2020	551.26



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Fund 100 - General Fund											
Department 26 - Public Works											
Sub Department 37 - Fleet											
Account 5225 - Supplies											
4711 - Continental Research Corporation	0013913	supplies	Paid by Check # 54206		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,794.35	
5872 - Cummins Sales And Service	F2-67854	supplies	Paid by Check # 54207		05/19/2020	05/19/2020	05/19/2020		05/27/2020	137.87	
5872 - Cummins Sales And Service	F2-67773	supplies	Paid by Check # 54207		05/19/2020	05/19/2020	05/19/2020		05/27/2020	158.31	
2493 - Monroe Truck Equipment, Inc.	329430	fleet supplies	Paid by Check # 54239		05/19/2020	05/19/2020	05/19/2020		05/27/2020	235.71	
4974 - Partsmaster	23537969-1	shipping	Paid by Check # 54245		05/19/2020	05/19/2020	05/19/2020		05/27/2020	20.77	
1000 - Standard Equipment Company	P21676	fleet supplies	Paid by Check # 54257		05/19/2020	05/19/2020	05/19/2020		05/27/2020	253.79	
1000 - Standard Equipment Company	P21842	fleet supplies	Paid by Check # 54257		05/19/2020	05/19/2020	05/19/2020		05/27/2020	344.88	
1000 - Standard Equipment Company	P20586	fleet supplies	Paid by Check # 54257		05/19/2020	05/19/2020	05/19/2020		05/27/2020	460.78	
1000 - Standard Equipment Company	P19111	fleet supplies	Paid by Check # 54257		05/19/2020	05/19/2020	05/19/2020		05/27/2020	223.15	
1000 - Standard Equipment Company	P20585	fleet supplies	Paid by Check # 54257		05/19/2020	05/19/2020	05/19/2020		05/27/2020	270.60	
6024 - Summit Tank & Equipment	029221	supplies	Paid by Check # 54259		05/19/2020	05/19/2020	05/19/2020		05/27/2020	101.00	
1364 - Tryad Automotive	006-211675	supplies	Paid by Check # 54263		05/19/2020	05/19/2020	05/19/2020		05/27/2020	359.90	
1364 - Tryad Automotive	006-211540	supplies	Paid by Check # 54263		05/19/2020	05/19/2020	05/19/2020		05/27/2020	51.96	
1364 - Tryad Automotive	006-211550	supplies	Paid by Check # 54263		05/19/2020	05/19/2020	05/19/2020		05/27/2020	359.90	
1364 - Tryad Automotive	006-211611	supplies	Paid by Check # 54263		05/19/2020	05/19/2020	05/19/2020		05/27/2020	136.37	
1364 - Tryad Automotive	006-211624	supplies	Paid by Check # 54263		05/19/2020	05/19/2020	05/19/2020		05/27/2020	222.85	
1364 - Tryad Automotive	006-211600	supplies	Paid by Check # 54263		05/19/2020	05/19/2020	05/19/2020		05/27/2020	24.90	
69 - Warehouse Direct	4646098-0	supplies	Paid by Check # 54270		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,286.62	
									Account 5225 - Supplies Totals	Invoice Transactions 22	<b>\$10,051.51</b>
Account 5300 - Professional Services											
6085 - Anagnos Door Co.	83359	pw door repair	Paid by Check # 54188		05/19/2020	05/19/2020	05/19/2020		05/27/2020	407.50	
821 - Metro Collision Service / Metro Garage, Inc.	46441	vechile inspection	Paid by Check # 54236		05/19/2020	05/19/2020	05/19/2020		05/27/2020	25.00	



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Fund 100 - General Fund										
Department 26 - Public Works										
Sub Department 37 - Fleet										
Account 5300 - Professional Services										
598 - Widaman Signs	20163419	m-26 lettering	Paid by Check # 54271		05/19/2020	05/19/2020	05/19/2020		05/27/2020	225.00
							Account 5300 - Professional Services Totals		Invoice Transactions 3	<u>\$657.50</u>
							Sub Department 37 - Fleet Totals		Invoice Transactions 25	<u>\$10,709.01</u>
							Department 26 - Public Works Totals		Invoice Transactions 54	<u>\$27,825.87</u>
Department 32 - Recreation										
Account 5100 - Special Events										
30617 - Sam's Club / Synchrony Bank	2020-00000478	Annual Membership Dues	Paid by Check # 54254		05/14/2020	05/14/2020	05/14/2020		05/27/2020	100.00
30617 - Sam's Club / Synchrony Bank	2020-00000490	2020 Membership Dues	Paid by Check # 54281		05/22/2020	05/22/2020	05/22/2020		05/27/2020	100.00
							Account 5100 - Special Events Totals		Invoice Transactions 2	<u>\$200.00</u>
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	6746504	natural gas deliveries	Paid by Check # 54201		05/14/2020	05/14/2020	05/14/2020		05/27/2020	931.35
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$931.35</u>
Account 5215 - Telephone										
4024 - AT & T	708788233404-3	Mar. 17 - April 16 2020	Paid by Check # 54192		05/14/2020	05/14/2020	05/14/2020		05/27/2020	63.79
4024 - AT & T	708788265704-3	Mar. 17 - April 16 2020	Paid by Check # 54192		05/14/2020	05/14/2020	05/14/2020		05/27/2020	649.70
4024 - AT & T	708788155004-3	Mar. 17 - April 16 2020	Paid by Check # 54192		05/14/2020	05/14/2020	05/14/2020		05/27/2020	63.75
							Account 5215 - Telephone Totals		Invoice Transactions 3	<u>\$777.24</u>
Account 5225 - Supplies										
32406 - BSN Sports	908454232	Baseball Equipment	Paid by Check # 54276		05/22/2020	05/22/2020	05/22/2020		05/27/2020	2,689.98
							Account 5225 - Supplies Totals		Invoice Transactions 1	<u>\$2,689.98</u>
Account 5290 - Other General Expenses										
75 - Empire Cooler Service, Inc.	0000332648	Ice Machine Rental	Paid by Check # 54277		05/22/2020	05/22/2020	05/22/2020		05/27/2020	92.00
302 - Sprint	380311334-087	Basic Cable	Paid by Check # 54256		05/14/2020	05/14/2020	05/14/2020		05/27/2020	572.80
							Account 5290 - Other General Expenses Totals		Invoice Transactions 2	<u>\$664.80</u>
Account 5400 - Repairs & Maintenance										
4357 - American Red Cross-Health & Safety Services	22267956	Lifeguard Certification	Paid by Check # 54275		05/22/2020	05/22/2020	05/22/2020		05/27/2020	38.00
162 - Jack's Rental, Inc.	81918	Straight Shaft Trimmer	Paid by Check # 54278		05/22/2020	05/22/2020	05/22/2020		05/27/2020	209.99



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 100 - General Fund</b>										
Department 32 - Recreation										
Account 5400 - Repairs & Maintenance										
5123 - Nationwide Transmission & Complete Auto Service	747-1	Vehicle Repairs	Paid by Check # 54241		05/14/2020	05/14/2020	05/14/2020		05/27/2020	421.99
5123 - Nationwide Transmission & Complete Auto Service	BEF52267	Vehicle Repairs	Paid by Check # 54280		05/22/2020	05/22/2020	05/22/2020		05/27/2020	784.41
5123 - Nationwide Transmission & Complete Auto Service	87	Vehicle Repairs	Paid by Check # 54280		05/22/2020	05/22/2020	05/22/2020		05/27/2020	95.75
101 - Schultz Supply Company, Inc.	325253	Liners & Gloves	Paid by Check # 54282		05/22/2020	05/22/2020	05/22/2020		05/27/2020	186.45
Account 5400 - Repairs & Maintenance Totals								Invoice Transactions	6	<u>\$1,736.59</u>
Department 32 - Recreation Totals								Invoice Transactions	15	<u>\$6,999.96</u>
Department 46 - Senior Citizen Program										
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102830254	Window Envelopes	Paid by Check # 54210		05/20/2020	05/20/2020	05/20/2020		05/27/2020	375.00
Account 5235 - Postage & Printing Totals								Invoice Transactions	1	<u>\$375.00</u>
Account 5300 - Professional Services										
6010 - Occupational Health Center at River Forest	5872	DOT Physical for Nicoya Lloyd & Richard Stopka	Paid by Check # 54242		05/20/2020	05/20/2020	05/20/2020		05/27/2020	160.00
Account 5300 - Professional Services Totals								Invoice Transactions	1	<u>\$160.00</u>
Account 5400-04 - Repairs & Maintenance Landscape										
294 - B. Davids Landscaping	MAY2020	Senior Lawncare	Paid by Check # 54195		05/20/2020	05/20/2020	05/20/2020		05/27/2020	1,350.00
5425 - Blades of Glory, Inc.	1-7	Senior Lawncare	Paid by Check # 54196		05/20/2020	05/20/2020	05/20/2020		05/27/2020	1,470.00
2932 - Richard C. Dahms	MAY2020	Senior Lawncare	Paid by Check # 54250		05/20/2020	05/20/2020	05/20/2020		05/27/2020	1,080.00
Account 5400-04 - Repairs & Maintenance Landscape Totals								Invoice Transactions	3	<u>\$3,900.00</u>
Department 46 - Senior Citizen Program Totals								Invoice Transactions	5	<u>\$4,435.00</u>
Fund 100 - General Fund Totals								Invoice Transactions	155	<u>\$199,927.25</u>
<b>Fund 205 - Library Fund</b>										
Department 40 - Library										
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	6746504	natural gas deliveries	Paid by Check # 54201		05/14/2020	05/14/2020	05/14/2020		05/27/2020	1,018.88
Account 5205 - Utilities Totals								Invoice Transactions	1	<u>\$1,018.88</u>
Account 5215 - Telephone										
4026 - AT&T	3099574507	Telephone	Paid by Check # 54193		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,613.46
31245 - Verizon Wireless - LeHigh	9853930229	Telephone	Paid by Check # 54269		05/19/2020	05/19/2020	05/19/2020		05/27/2020	76.02
Account 5215 - Telephone Totals								Invoice Transactions	2	<u>\$1,689.48</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 205 - Library Fund											
Department 40 - Library											
Account 5225 - Supplies											
37680 - Uline	117477835	Supplies	Paid by Check # 54183		03/18/2020	03/18/2020	03/18/2020		05/20/2020	154.65	
5506 - Winzer	6615544	Supplies	Paid by Check # 54272		05/19/2020	05/19/2020	05/19/2020		05/27/2020	282.93	
									Account 5225 - Supplies Totals	Invoice Transactions 2	<u>\$437.58</u>
Account 5245 - Books											
30520 - Midwest Tape	98895231	Books & Databases	Paid by Check # 54237		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,000.00	
									Account 5245 - Books Totals	Invoice Transactions 1	<u>\$5,000.00</u>
Account 5250 - Audio Visual											
30520 - Midwest Tape	98873811	Audio Visual	Paid by Check # 54237		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,347.74	
									Account 5250 - Audio Visual Totals	Invoice Transactions 1	<u>\$1,347.74</u>
Account 5400 - Repairs & Maintenance											
51 - Anderson Elevator Company	INV-27089-X4X9	Contract Maintenance	Paid by Check # 54189		05/19/2020	05/19/2020	05/19/2020		05/27/2020	4,824.00	
5166 - Konica Minolta Business Solutions USA., Inc.	9006756289	Contract Maintenance	Paid by Check # 54227		05/19/2020	05/19/2020	05/19/2020		05/27/2020	263.58	
									Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 2	<u>\$5,087.58</u>
Account 5800 - Capital Outlay											
2712 - Twin Supplies, Inc.	19474N	Capital Outlay / Capital Outlay IL Grant	Paid by Check # 54264		05/19/2020	05/19/2020	05/19/2020		05/27/2020	31,491.20	
2712 - Twin Supplies, Inc.	19477T	Capital Outlay	Paid by Check # 54264		05/19/2020	05/19/2020	05/19/2020		05/27/2020	308.60	
2712 - Twin Supplies, Inc.	19469N	Capital Outlay	Paid by Check # 54264		05/19/2020	05/19/2020	05/19/2020		05/27/2020	350.00	
									Account 5800 - Capital Outlay Totals	Invoice Transactions 3	<u>\$32,149.80</u>
									Department 40 - Library Totals	Invoice Transactions 12	<u>\$46,731.06</u>
									Fund 205 - Library Fund Totals	Invoice Transactions 12	<u>\$46,731.06</u>
Fund 210 - Community Development Fund											
Department 42 - CDBG											
Account 5205 - Utilities											
4095 - CenterPoint Energy Services, Inc.	6746504	natural gas deliveries	Paid by Check # 54201		05/14/2020	05/14/2020	05/14/2020		05/27/2020	312.65	
									Account 5205 - Utilities Totals	Invoice Transactions 1	<u>\$312.65</u>
Account 5215 - Telephone											
4024 - AT & T	708749945705-3	Apr. 11- May 10 2020	Paid by Check # 54192		05/20/2020	05/20/2020	05/20/2020		05/27/2020	78.39	
									Account 5215 - Telephone Totals	Invoice Transactions 1	<u>\$78.39</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 210 - Community Development Fund</b>										
Department 42 - CDBG										
Account 5235 - Postage & Printing										
2705 - Lawndale News	833206	English Ad	Paid by Check # 54229		05/20/2020	05/20/2020	05/20/2020		05/27/2020	168.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 1	<u>\$168.00</u>
							Department 42 - CDBG Totals		Invoice Transactions 3	<u>\$559.04</u>
							Fund 210 - Community Development Fund Totals		Invoice Transactions 3	<u>\$559.04</u>
<b>Fund 215 - Motor Fuel Tax Fund</b>										
Account 5205 - Utilities										
5801 - Direct Energy Business	2011800419204	april 2020 electric 12	Paid by Check # 54168		05/12/2020	05/12/2020	05/12/2020		05/14/2020	46.49
5801 - Direct Energy Business	2012100419591	april 2020 electric 46	Paid by Check # 54168		05/12/2020	05/12/2020	05/12/2020		05/14/2020	500.07
5801 - Direct Energy Business	2011800419204	april 2020 electric 11	Paid by Check # 54168		05/12/2020	05/12/2020	05/12/2020		05/14/2020	123.46
5801 - Direct Energy Business	2012100419591	april 2020 electric 45	Paid by Check # 54168		05/12/2020	05/12/2020	05/12/2020		05/14/2020	195.95
61 - ComEd	2020-00000484	april 2020 electric	Paid by Check # 54205		05/19/2020	05/19/2020	05/19/2020		05/27/2020	518.79
61 - ComEd	2020-00000489	MARCH 2020	Paid by Check # 54205		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,299.88
5801 - Direct Energy Business	2011500418999	april 2020 electric 42	Paid by Check # 54211		05/19/2020	05/19/2020	05/19/2020		05/27/2020	381.52
5801 - Direct Energy Business	2011500418999	april 2020 electric 41	Paid by Check # 54211		05/19/2020	05/19/2020	05/19/2020		05/27/2020	100.19
							Account 5205 - Utilities Totals		Invoice Transactions 8	<u>\$7,166.35</u>
Account 5400-02 - Repairs & Maintenance Street/Sidewalk										
6011 - Schroeder Asphalt Services	2020-128	street patching mft #20-00000-04-gm	Paid by Check # 54255		05/19/2020	05/19/2020	05/19/2020		05/27/2020	187,803.36
							Account 5400-02 - Repairs & Maintenance Street/Sidewalk Totals		Invoice Transactions 1	<u>\$187,803.36</u>
Account 5400-03 - Repairs & Maintenance Traffic control										
3047 - H & H Electric Company	34777	non-routine maint.	Paid by Check # 54219		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,242.43
3047 - H & H Electric Company	34779	non-routine maint.	Paid by Check # 54219		05/19/2020	05/19/2020	05/19/2020		05/27/2020	354.18
3047 - H & H Electric Company	34778	non-routine maint.	Paid by Check # 54219		05/19/2020	05/19/2020	05/19/2020		05/27/2020	108.53
3047 - H & H Electric Company	34853	april 2020 street lighting	Paid by Check # 54219		05/19/2020	05/19/2020	05/19/2020		05/27/2020	12,190.80



# Accounts Payable by G/L Distribution Report

Payment Date Range 05/14/20 - 05/27/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 215 - Motor Fuel Tax Fund</b>										
Account 5400-03 - Repairs & Maintenance Traffic control										
3826 - Illinois Department of Transportation	58906	traffic control	Paid by Check # 54221		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,366.50
							Account 5400-03 - Repairs & Maintenance Traffic control Totals		Invoice Transactions 5	<u>\$16,262.44</u>
							Fund 215 - Motor Fuel Tax Fund Totals		Invoice Transactions 14	<u>\$211,232.15</u>
<b>Fund 220 - South Berwyn Corridor TIF Fund</b>										
Account 5800 - Capital Outlay										
2021 - Del Galdo Law Group, LLC	24087-1	TIFS / S.Berwyn, Harlem, & Roosevelt Rd	Paid by Check # 54166		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,409.40
							Account 5800 - Capital Outlay Totals		Invoice Transactions 1	<u>\$1,409.40</u>
							Fund 220 - South Berwyn Corridor TIF Fund Totals		Invoice Transactions 1	<u>\$1,409.40</u>
<b>Fund 223 - Harlem Avenue TIF Fund</b>										
Account 5800 - Capital Outlay										
5929 - Berwyn Gateway Partners III, LLC	002	Harlem Avenue TIF	Paid by Check # 54160		05/12/2020	05/12/2020	05/12/2020		05/14/2020	100,000.00
2021 - Del Galdo Law Group, LLC	24087-1	TIFS / S.Berwyn, Harlem, & Roosevelt Rd	Paid by Check # 54166		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,196.25
							Account 5800 - Capital Outlay Totals		Invoice Transactions 2	<u>\$101,196.25</u>
							Fund 223 - Harlem Avenue TIF Fund Totals		Invoice Transactions 2	<u>\$101,196.25</u>
<b>Fund 230 - Roosevelt Road TIF Fund</b>										
Account 5705 - Interest Expense										
78 - Berwyn Development Corporation	2020-00000485	Interest	Paid by Check # 54181		05/14/2020	05/14/2020	05/14/2020		05/20/2020	1,250.00
							Account 5705 - Interest Expense Totals		Invoice Transactions 1	<u>\$1,250.00</u>
Account 5800 - Capital Outlay										
2021 - Del Galdo Law Group, LLC	24242	Roosevelt Road TIF	Paid by Check # 54166		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,233.75
2021 - Del Galdo Law Group, LLC	24087-1	TIFS / S.Berwyn, Harlem, & Roosevelt Rd	Paid by Check # 54166		05/12/2020	05/12/2020	05/12/2020		05/14/2020	907.50
							Account 5800 - Capital Outlay Totals		Invoice Transactions 2	<u>\$2,141.25</u>
							Fund 230 - Roosevelt Road TIF Fund Totals		Invoice Transactions 3	<u>\$3,391.25</u>
<b>Fund 400 - Capital Bond Fund</b>										
Department 20 - Police Department										
Account 5800 - Capital Outlay										
2693 - ABC Automotive Electronics	C230377	New Vehicle	Paid by Check # 54185		05/19/2020	05/19/2020	05/19/2020		05/27/2020	12,561.04
2693 - ABC Automotive Electronics	C230465	New Vehicle	Paid by Check # 54185		05/19/2020	05/19/2020	05/19/2020		05/27/2020	12,561.04
							Emergency Equipment			



# Accounts Payable by G/L Distribution Report

Payment Date Range 05/14/20 - 05/27/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 400 - Capital Bond Fund</b>										
Department 20 - Police Department										
Account 5800 - Capital Outlay										
2693 - ABC Automotive Electronics	C230466	New Vehicle	Paid by Check # 54185		05/19/2020	05/19/2020	05/19/2020		05/27/2020	12,561.04
2693 - ABC Automotive Electronics	C230467	Emergency Equipment	Paid by Check # 54185		05/19/2020	05/19/2020	05/19/2020		05/27/2020	8,244.76
							Account 5800 - Capital Outlay Totals	Invoice Transactions 4		<u>\$45,927.88</u>
							Department 20 - Police Department Totals	Invoice Transactions 4		<u>\$45,927.88</u>
							Fund 400 - Capital Bond Fund Totals	Invoice Transactions 4		<u>\$45,927.88</u>
<b>Fund 500 - Utilities Fund</b>										
Department 44 - Water & Sewer										
Account 5205 - Utilities										
5801 - Direct Energy Business	2012000419465	april 2020 electric	Paid by Check # 54168		05/12/2020	05/12/2020	05/12/2020		05/14/2020	33.02
							Account 5205 - Utilities Totals	Invoice Transactions 1		<u>\$33.02</u>
Account 5220 - Training, Dues & Publications										
1852 - Sensus USA INC	ZA20206992	meter software	Paid by Check # 54177		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,949.94
							Account 5220 - Training, Dues & Publications Totals	Invoice Transactions 1		<u>\$1,949.94</u>
Account 5225 - Supplies										
5781 - Great Lakes Concrete, LLC	237853	w/d supplies	Paid by Check # 54217		05/19/2020	05/19/2020	05/19/2020		05/27/2020	157.50
							Account 5225 - Supplies Totals	Invoice Transactions 1		<u>\$157.50</u>
Account 5300 - Professional Services										
5872 - Cummins Sales And Service	F2-64766	service	Paid by Check # 54207		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,086.24
4635 - Premier Specialties	13652	19th street pump service	Paid by Check # 54247		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,316.50
							Account 5300 - Professional Services Totals	Invoice Transactions 2		<u>\$2,402.74</u>
Account 5300-01 - Professional Services Auditing/Accounting										
5423 - GW & Associates, PC	2005462	Contracted Auditing Services	Paid by Check # 54218		05/21/2020	05/21/2020	05/21/2020		05/27/2020	2,343.75
							Account 5300-01 - Professional Services Auditing/Accounting Totals	Invoice Transactions 1		<u>\$2,343.75</u>
Account 5400 - Repairs & Maintenance										
5418 - Cintas Corporation	5017211508	medical cabinet supplies	Paid by Check # 54203		05/19/2020	05/19/2020	05/19/2020		05/27/2020	474.79
4127 - Reliable Materials-Lyons LLC	306201	debris dump	Paid by Check # 54249		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,057.00
4127 - Reliable Materials-Lyons LLC	307518	debris dump	Paid by Check # 54249		05/19/2020	05/19/2020	05/19/2020		05/27/2020	374.00
4127 - Reliable Materials-Lyons LLC	307964	debris dump	Paid by Check # 54249		05/19/2020	05/19/2020	05/19/2020		05/27/2020	2,244.00



# Accounts Payable by G/L Distribution Report

Payment Date Range 05/14/20 - 05/27/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5400 - Repairs & Maintenance										
4127 - Reliable Materials-Lyons LLC	308444	Mixed Load Dump & IEPA Fees	Paid by Check # 54249		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,122.00
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 5	<u>\$6,271.79</u>
Account 5505 - Equipment Lease										
29 - Pitney Bowes	3103863650	Equipment Lease	Paid by Check # 54176		05/12/2020	05/12/2020	05/12/2020		05/14/2020	3,434.88
							Account 5505 - Equipment Lease Totals		Invoice Transactions 1	<u>\$3,434.88</u>
Account 5600 - Cost of Water										
4264 - City of Chicago	147	Mar. 19 - Apr. 16 2020	Paid by Check # 54164		05/12/2020	05/12/2020	05/12/2020		05/14/2020	187,417.92
4264 - City of Chicago	146	Mar. 19 - Apr. 16 2020	Paid by Check # 54164		05/12/2020	05/12/2020	05/12/2020		05/14/2020	199,042.35
4264 - City of Chicago	1030	Mar. 19 - Apr. 16 2020	Paid by Check # 54164		05/12/2020	05/12/2020	05/12/2020		05/14/2020	75,008.79
4264 - City of Chicago	1029	Mar. 19 - Apr. 16 2020	Paid by Check # 54164		05/12/2020	05/12/2020	05/12/2020		05/14/2020	78,665.58
							Account 5600 - Cost of Water Totals		Invoice Transactions 4	<u>\$540,134.64</u>
Account 5800 - Capital Outlay										
5597 - Unique Plumbing Company, Inc.	20200464	inv #20200464	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	16,431.75
5597 - Unique Plumbing Company, Inc.	20200481	inv #20200481	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	13,101.25
5597 - Unique Plumbing Company, Inc.	20200508	inv #20200508	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	6,541.25
5597 - Unique Plumbing Company, Inc.	20200529	inv #20200529	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,684.50
5597 - Unique Plumbing Company, Inc.	20200503	inv #20200503	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,741.75
5597 - Unique Plumbing Company, Inc.	20200504	inv #20200504	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	7,036.76
5597 - Unique Plumbing Company, Inc.	20200505	inv #20200505	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	6,837.40
5597 - Unique Plumbing Company, Inc.	20200509	inv #20200509	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,981.13
5597 - Unique Plumbing Company, Inc.	20200478	inv #20200478	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,130.78
5597 - Unique Plumbing Company, Inc.	20200479	inv #20200479	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,078.23
5597 - Unique Plumbing Company, Inc.	20200480	inv #20200480	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	1,072.00



# Accounts Payable by G/L Distribution Report

Payment Date Range 05/14/20 - 05/27/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 500 - Utilities Fund</b>										
Department 44 - Water & Sewer										
Account 5800 - Capital Outlay										
5597 - Unique Plumbing Company, Inc.	20200482	inv #20200482	Paid by Check # 54266		05/19/2020	05/19/2020	05/19/2020		05/27/2020	5,741.75
							Account 5800 - Capital Outlay Totals	Invoice Transactions	12	<u>\$84,378.55</u>
							Department 44 - Water & Sewer Totals	Invoice Transactions	28	<u>\$641,106.81</u>
							Fund 500 - Utilities Fund Totals	Invoice Transactions	28	<u>\$641,106.81</u>
<b>Fund 550 - Parking Garage Fund</b>										
Account 5205 - Utilities										
5801 - Direct Energy Business	2011800419204	april 2020 electric	Paid by Check # 54168		05/12/2020	05/12/2020	05/12/2020		05/14/2020	1,417.89
							Account 5205 - Utilities Totals	Invoice Transactions	1	<u>\$1,417.89</u>
							Fund 550 - Parking Garage Fund Totals	Invoice Transactions	1	<u>\$1,417.89</u>
<b>Fund 600 - Internal Service Fund</b>										
Account 5630 - Premiums - Liability										
3392 - Mesirow Insurance Services, Inc.	1353380	Renewal Public Officials Bond	Paid by Check # 54235		05/14/2020	05/14/2020	05/14/2020		05/27/2020	150.00
							Account 5630 - Premiums - Liability Totals	Invoice Transactions	1	<u>\$150.00</u>
							Fund 600 - Internal Service Fund Totals	Invoice Transactions	1	<u>\$150.00</u>
							Grand Totals	Invoice Transactions	224	<u>\$1,253,048.98</u>

Mayor  
**Robert J. Lovero**



7th Ward Alderman  
**Rafael Avila**

K-3

May 26, 2020

The Honorable Robert J. Lovero  
Members of the City Council

RE: Handicap Parking Application #1315

Ladies and Gentlemen:

Upon review, I would like to override the staff recommendation and respectfully submit the attached application for **APPROVAL** of a handicap **SPACE**.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
2300 S. Kenilworth Ave.	Richard Scott Faron	1315

Thank you very much,

Rafael Avila  
7th Ward Alderman

RA/sla

Enc: Handicap Application



# Berwyn Police Department

6401 West 31st. Street  
Berwyn, Illinois 60402  
708-795-5600  
Fax 708-795-5627  
Emergency Call 911

## Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero  
From: Berwyn Police Department Community Service Division  
Date : 5/9/2020  
Officer: T. Young#183

Applicant Name: Richard Scott Faron

Address: 2300 S Kenilworth Ave Berwyn Il 60402

Telephone:

Nature of Disability:

### Information

Doctor's Note/ Affidavit:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Interviewed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Plate	<input type="checkbox"/> <input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Placard	<input checked="" type="checkbox"/> <input type="checkbox"/>
Driveway:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/>
Off Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Walker / Cane:	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Oxygen:	<input type="checkbox"/>

Meets Police Dept Requirements	Space <input checked="" type="checkbox"/> Zone <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Report # 20-03403
--------------------------------	-------------------------------------------------------------------------	---------------------------------------------------------------------	-------------------

7th Ward Alderman: RAFAEL AVILA

<b>Staff Recommendation</b>	
Approved <input type="checkbox"/>	Denied <input checked="" type="checkbox"/>

OFFICIAL SWORN POLICE REPORT

# Berwyn Police Department

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

Incident#: 20-03403

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 20-03403	
REPORT TYPE Incident Report	RELATED CAD # C20-016092	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2300 BLK KENILWORTH AV Berwyn, IL 60402			
Primary Officer YOUNG, TERRY	(0,0)			
HOW RECEIVED Telephone	WHEN REPORTED 05/09/2020 17:24	TIME OF OCCURRENCE 05/09/2020 17:24	STATUS CODE	STATUS DATE

INVOLVED ENTITIES

NAME FARON, RICHARD Scott				DOB	AGE 61
ADDRESS			FBI #	IR #	
SEX M	RACE: ETH:	HGT 6' 1"	WGT 280	HAIR Brown	PHONE Home
EYES Blue	SID #	DL #	DL State IL	ALT PHONE Home	
CLOTHING			Handcuff Double Locked	Prints Taken	Criminal History
Employer					
UCR 9041 Applicant File, 1			TYPE Reporting Party	RELATED EVENT #	Count 0
STATUTE					

DRAFT

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE Carryall/SUV	INVOLVEMENT Involved	VIN # KNMAT2MV9GP680267
YEAR 2016	MAKE Nissan	MODEL Rouge	COLOR Silver/Aluminum	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

**OFFICIAL SWORN POLICE REPORT**

# Berwyn Police Department

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

Incident#: 20-03403

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)			INCIDENT # 20-03403	
REPORT TYPE Incident Report	RELATED CAD # C20-016092	DESCRIPTION Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2300 BLK KENILWORTH AV Berwyn, IL 60402 (0,0)			
Primary Officer YOUNG, TERRY				
HOW RECEIVED Telephone	WHEN REPORTED 05/09/2020 17:24	TIME OF OCCURRENCE 05/09/2020 17:24	STATUS CODE	STATUS DATE

**NARRATIVES**

**PRIMARY NARRATIVE**

Richard Faron is requesting a handicapped parking space on 23rd St next to the side entrance of his residence located at 2300 Kenilworth. He drives a silver 2016 Nissan Rogue II Berwyn VT# 23938, and has a valid II handicapped placard# DG73690. He resides in a single family home with a 2 car garage. There are no handicapped spaces on Kenilworth or 23rd St. The area mostly single family homes. Richard related that due to his medical condition if approved he would like the signs placed on 23rd St by the side entrance to his home, it has less stairs than the front.

Richard does not fully meet the requirements for handicapped parking according to the City of Berwyn ordinance 484.05 due to the 2 car garage. He is requesting to be considered due to his medical condition.

REPORTING OFFICER YOUNG, TERRY	Unit # 183	SUPERVISOR	Unit #
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**DRAFT**

## Handicapped Space/Zone Police Department Site Inspection

Application # 1315

Police Department Designee C.S.O. Terry Young

Comments: Resiedes in a single family home with 2 car garage. No handicapped signs on Kenilworth, or 23rd St. The area mostly single family homes.

Date: 5/9/2020

Police Report # 20-03403

## Handicapped Space/Zone Public Works Site Inspection

Application # 1315

Public Works Director or Designee Dan Schiller

Comments: There is a fire hydrant on the Kenilworth side that does not allow for installation of a reserved space on Kenilworth. There are no obstructions to installation of a reserved space on 23rd Street. There is a 2 car garage on the property.

Meets Public Works Criteria:

Parking Space

Yes

--	--

No

	X
--	---

Parking Zone

Yes

--	--

No

	X
--	---

Date: 5/12/2020

Police Report # 20-03403

## Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 1315

Traffic Engineer or Designee Nicole Campbell

Comments: Garage and apron, corner lot.

Meets Traffic Criteria for:

Parking Space	Yes	0		No	X
Parking Zone	Yes	0		No	X

Date: 5/12/2020

Police Report # 20-03403

Rec'd by City Clerk: 5/14/2020  
 To Alderman: 5/14/2020  
 To Council: *5/14/20*  
 Determination: *Override*  
 Notice to Applicant:  
 Paid:  
 Sign #:

Comments:


The City of Berwyn  
Mayor Robert J. Lovero



Margaret Paul  
City Clerk

*1315*  
*app#*

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

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

You must have a permanent Handicap State Plate or Handicap Placard to park any vehicle in a designated Handicap Parking space

INITIAL  RENEWAL

RICHARD SCOTT FARON  
(Name of Handicapped Applicant)

- - -  
(Date of Birth)

2300 KENILWORTH AVE.  
(Berwyn Address)

\_\_\_\_\_  
(Name of caregiver, or guardian if minor)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Telephone /Cell Phone Number)

Are you the homeowner?  Yes  No

Is there a Driveway/Carport on the property?  Yes  No

Is there a garage on the property?  Yes  No

If so, what is the garage currently being used for? WORKSHOP STORAGE

THE GARAGE IS AT THE ALLEY AREA. DRIVEWAY IS ONLY 13' LONG W/O BLOCKING PUBLIC SIDEWALK. THE DOOR USED TO EXIT THE MOST IS NE BASEMENT DOOR IT IS 100 LF TO DRIVEWAY ON 23RD STREET.

REQUEST IS FOR HC SPACE OUTSIDE BASEMENT 23RD ST. SIDE DOOR.

\*\*\*\*\*  
RIGHT TRAVELS IN 2 OF OUR CARS  
WE LISTING BOTH

**Vehicle Information**

NISSAN ROGUE  
(Vehicle make and model)

2016 SILVER  
(Year / Color)

\_\_\_\_\_  
(Illinois License Plate Number)

23938  
(Current City Vehicle Sticker Number)

I am the OWNER of the vehicle  Yes  No

DG 73690 3/2023

I am the DRIVER of the vehicle Yes / No NOT  
IN ELIZABETH FARON'S NAME. YES.

(Illinois Permanent Handicap Placard Number)  
With Expiration Date

I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

[Signature]  
Signature of Applicant or Legal Guardian

2-13-20  
Date

Return the completed form to the City Clerk's Office at Berwyn City Hall  
6700 West 26<sup>th</sup> Street, Berwyn, Illinois

JESSE WHITE  
Secretary of State • State of Illinois

Is this a first time application?  yes  no  
If no, what was the last disabled placard/plate number issued to you? 73940

### Persons with Disabilities Certification for Parking Placard/License Plates

**NOTE TO ALL DISABILITY LICENSE PLATE OWNERS:** If you have a disability license plate, you must execute this certification and renew your disability parking placard.

**DIRECTIONS:** Both sides of this document must be signed and completed. Applicants complete the appropriate section (Part 1 for applicant or Part 4 for family members driving a person with disabilities). The applicant's physician, advanced practice nurse, optometrist, chiropractor or physician's assistant **MUST** complete Part 2. If the applicant is also applying for meter-exempt parking, his or her physician, advanced practice nurse, chiropractor or physician's assistant must also complete Part 3.

**PART 1: Applicant Information**

I hereby certify that I meet the definition of a person with a disability as provided in 625 ILCS 5/1-159.1, and I certify that my physical condition entitles me to the issuance of a Persons with Disabilities Parking Placard/License Plates. By affixing my signature below, I understand that the parking placard/license plates may not be used unless I am the driver or passenger of the vehicle.

**WARNING:** Misuse of a parking placard/plates or making a false application may result in revocation of your placard/plates, a 12-month suspension or revocation of your driver's license and a fine of up to \$1,000.

Name of Person with Disability*		Male/Female*	Date of Birth*
RICHARD SCOTT FARON		MALE	
Address*		City, State, ZIP Code*	
2300 KENILWORTH AVE		BERWYN IL 60402	
Mailing Address if Different From Above			
Daytime Telephone Number*		Disability Parking Placard # (if any)	Disability License Plate # (if any)
Military Veteran? Yes/No*		Email Address	Today's Date*
NO			10.13.2019
Signature of Person with Disability*		Illinois Driver's License or Illinois ID Card # of Person with Disability*	
<i>[Signature]</i>			

\*Required Information

**PART 2: Medical Eligibility Standards and Medical Professional Certification**

As a licensed physician, advanced practice nurse, chiropractor, optometrist or physician's assistant, I certify the individual named in Part 1 has a condition that constitutes him/her as a person with disabilities as defined in statute due to a diagnosis of: \_\_\_\_\_

**Length of Disability: (check one)**

- Permanent disability
- Temporary disability; the duration of this disability is \_\_\_\_\_ (maximum 6 months)

**Check all that apply (must check at least one):**

- Patient is restricted by a lung disease to such a degree that the person's forced (respiratory) expiratory volume (FEV) is one second, when measured by spirometry, is less than one liter.
- Patient uses a portable oxygen device.
- Patient has a Class III or Class IV cardiac condition according to the standards set by the American Heart Association.
- Patient cannot walk without the assistance of a wheelchair, walker, crutch, brace, and other prosthetic device or without the assistance of another person.
- Patient is severely limited in the ability to walk due to an arthritic, neurological, oncological or orthopedic condition.
- Patient cannot walk 200 feet without stopping to rest because of one of the above five conditions.
- Patient is missing a hand or arm or has permanently lost the use of a hand or arm.

**Medical Professional Certification**

~~As the medical professional(s) executing this document and verifying the nature of the applicant's disability, I understand that making a false representation of a person's disability for the purposes of obtaining any type of disabled parking placard or plates may result in a suspension or revocation of my driver's license and a fine of up to \$1,000.~~

Medical Professional's Printed Name*	Specialty*	Office Telephone Number*
ARTHUR SANFORD	SURGERY	708 327 2672
Address*	City, State, ZIP Code*	
LUMC	MAYWOOD IL 60153	
Medical Professional's Signature*	State Professional License Number*	Today's Date*
<i>[Signature]</i>	IL 036 123634	9.11.19
Name of Collaborating Supervising Physician (if signed above by Advanced Practice Nurse or Physician's Assistant)*	Supervising Physician State Professional License Number*	

\*Required Information